

COLLECTIVE AGREEMENT

1992 - 1995

Delta Faucet Canada A Division of Masco Canada Limited

and

United Steelworkers of America

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COLLECTIVE AGREEMENT

BETWEEN:

DELTA FAUGET CANADA A DIVISION OF MASCO CANADA LIMITED

A Corporation existing under the laws of the Dominion of Canada hereinafter called

'THE COMPANY" of the first part

-AND-

UNITED STEEL WORKERS OF AMERICA,

Local Union 2699 hereinafter called

"THE UNION" of the second part

This Agreement witnesseth that:

ARTICLE 1 • PURPOSE AND RECOGNITION

1:01 - Purpose

The parties are agreed that the purpose of the Agreement is to provide orderly collective bargaining relations between the Company and the Union to secure a prompt and equitable disposition of grievances and to eliminate interruptions of work and interference with the proper operations of the Company's business, and to maintain mutually satisfactory working conditions, hours and wages for the employees covered by this Agreement.

1:02 - Laws

It is understood and agreed, that all provisions of this Agreement, and the interpretation thereof, shall be subject to all present or future laws, orders, regulations and by-laws made or enacted by, or pursuant to the authority of the Parliament of Canada, Legislature of Ontario, or any other lawful authority, and shall be deemed to be modified as necessary, so that this Agreement shall. at all times, comply with any changes in same.

1:03 - Scope

The Company recognizes the Union as the exclusive bargaining agent for all employees of the Company in its plant at 420 Burbrook Place, London, Ontario, save and except salaried employees, forepersons,

security guards, factory expeditors and clerical employees.

The Company will supply the Union with a list of employees acting in a supervisory capacity, and will indicate by appropriate job titles the nature and extent of their duties.

1:04 - Gender

Any reference in this **Agreement** to the male gender shall refer also to the female gender, and vice versa.

ARTICLE 2 - UNION RELATIONSHIP

2:01 - Condition of Employment

An employee hired into the bargaining unit shall **be** required, **as** a condition of continued employment, to authorize the Company **in writing** to deduct an amount equal to monthly Union dues from his wages.

2:02 • Union Dues

Each employee who, as of the date hereof, is authorizing the deduction of his Uniondues shall, as a condition of continued employment, authorize the Company in writing to deduct an amount equal to monthly Uniondues from his wages for the duration of this Agreement.

2:03 - Claims, Suits and Actions

It is understood and agreed that the Union will save the Company harmless from any and all claims, suits or actions which may be made against it by any person in respect of amounts deducted from wages as herein provided.

2:04 - Deduction Procedure

The Company agrees to deduct an amount equal to monthly Union dues from the wages of any employee who so authorizes such deduction in writing and to transmit the amounts so deducted to a duly authorized officer of the Unionlogelher with a list of persons from whom such deductions were made.

2:05 - Terms and Conditions

The terms and conditions of this Agreement will apply to all employees who are subject to the provisions thereof, and all such employees are bound by its provisions.

2:06 - interference

The Company and Union agree that there will be no interference, restraint or coercion exercised or practised upon employees of the Company, by respective representatives to this Agreement, because of membership or non-membership in the Union.

2:07 - Meetings

There shall be no Union activity or meetings on Company time or Company premises unless prior approval has been obtained from the Company representative(s) or as hereinafter provided for.

2:08 - T-4 Slips

The Company agrees that the Company will show the amount of union dues deducted on the employee's T-4 slips.

2:09 - Union Office

The Company will provide the Union with an office, which is to be used by the Union Unit Chairperson and Unit Secretary for the purpose of maintaining files and records of the Unit. The Unionshall not use this office for a meeting during working hours without the express permission of the Personnel Manager, or his alternate.

ARTICLE 3 - STRIKE, LOCKOUT

3:01

The union undertakes and agrees that while this Agreement is in effect neither the Union nor any employee shall take part in any strike, picketing, sitdown, slowdown, or other actions which interfere

with work or operations. If any such action takes place, the Union agrees to instruct the employees to carry out the provisions of this Agreement, and to return to work and perform their duties.

3:02

The Company agrees that it will not cause, or direct any lockout of its employees.

ARTICLE 4 - MANAGEMENT RIGHTS

4:01

The Union acknowledges that it is the exclusive function of the Company to:

- (a) maintain order, discipline and efficiency, and that the Company has the right to issue Shop Rules and Regulations, provided that right is exercised in a just and reasonable manner.
- (b) hire, discharge, transfer, promote, demote or discipline employees, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that an employee has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided.

c) generally manage the industrial enterprise in which the Company (Is engaged, and without restricting the generality of the foregoing, to determine the number and location of plants, the products to be manufactured, methods of manufacturing, schedules of production, kinds and locations of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its products, and the control of materials and parts to be incorporated in the products produced. The Company agrees that it will not exercise these functions so as to violate or nullify the Provisions of other clauses of this Agreement.

ARTICLE 5 - RETIREMENT

5:01

The parties recognize that under the Pension Plan, the normal retirement age of employees is 65 years.

ARTICLE 6 - UNION COMMITTEES

6:01 - Selection

The Company shall recognize a Grievance Committee of six committee persons, including the Unit Chairperson, and the Committee shall at all times include members from each of the following areas:

2 from Group 2 2 from Group 2 1 from Group 3 1 from Group 4

and the Company will recognize and deal with the said Committee with respect to any matter which properly arises from time to time during the term of the Agreement and said Committee will co-operate with the Company in the administration of this Agreement.

6:02 - Grievance Committee

The Company will recognize and deal with the Grievance committee with respect to any grievance which properly arises from time to time during the term of this Agreement, but no more than three local Union Representatives, includingthe Unit Chairperson may attend these meetings, but the Union shall have the right to have the full Grievance Committee present as outlined in Article 6:01 if the Uniondeems the grievance to be of a serious nature.

6:03 • Functions

The Company shall recognize a Negotiating Committee, who are employees of the Company, consisting of the Unit Chairperson, Unit Secretary, one employee who is a member of the Grievance Committee and one other employee who is elected

from the Bargaining Unit. The above Committee will be paid 8 hours' pay at their day work rate of pay plus C.O.L.A. up to a maximum of 10 meetings during negotiations.

If there are any changes required to this Agreement during its term, the Company will first propose such changes to the above Negotiating Committee. A copy of any written material will also be supplied to the International Union.

6:04 • Service

Members of the Negotiating and Grievance Committees shall be selected in accordance with the United Steelworkers of America constitution.

6:05 - Grievance Committee Assistance

The Company acknowledges the right of members of the Grievance Committee to assist employees in presenting their grievances to the representative of the Company.

6:06 • Duties

The Union acknowledges that Grievance Committee members and Union officers have regular duties to perform on behalf of the Company, and that such persons will not leave their regular duties without

obtaining the permission of the foreman or immediate supervisor, and will give a reasonable explanation with respect to his requested absence. He will report to his foreman or supervisor when resuming his regular duties. ,Such permission will not be unreasonably withheld.

6:07 • Compensation

In accordance with the above understanding, the Company will compensate members of the Grievance Committee for the time spent in negotiating with the Company and in handling grievances of employees, to a reasonable amount of time in any one week, at their day work rate of pay, but this will not apply to time spent on such matters outside of regular working hours.

6:08 • Time of Meetings

First stage grievance meetings between the Company and the Union shall be held during the affected employees' regular working hours. Second stage grievance meetings between the Company and the Union shall be held during the regular day shift.

6:09 - District Representative

The District Representative of the Union may attend any meetings under Articles 7:06 and 7:08 at the request of either the Company or the Union.

ARTICLE 7 - GRIEVANCE PROCEDURE

7:01 - Mutual Responsibility

It is the mutual desire of the parties hereto that complaints of employees **shall** be adjusted **as** quickly as possible, and it is **generally** understood that an employee has no grievance until he has first given to his foreman, or supervisor, an opportunity of adjusting his complaint.

7:02 - Time Limit

It shall be optional to the I Company to consider any grievance, the alleged circumstances of which originated or occurred more than thirty (30) calendar days prior to the presentation.

7:03 - Discussion

An employee has the right to elect to discuss any complaint with his foremath or his Group Committee man after obtaining his foreman's permission. Such permission shall not be unreasonably withheld. Should an employee elect to discuss the complaint with his Group Committee man first, he then shall process the complaint with the employee present

7:04

If such grievance is not settled to the satisfaction of the employee concerned, within one working day, or within any longer period which may be mutually agreed upon at the time, then the following steps of the Grievance Procedure may be invoked in order.

7:05 • Step # 1

Should no settlement satisfactory to the employee be reached, the Grievance Committeeperson may request, in writing, within three working days thereafter, or a time mutually agreed upon that the grievance be taken up at a meeting between the Grievance Committee and such representatives of the Company as are designated for that purpose, (Division Manager and/or possibly others). After such discussion as is necessary, the Division Manager, or his representative shall state his decision or refusal to make a decision, in writing with appropriate reasons, and deliver a copy to a member of the Grievance Committee, within three working days, or a time mutually agreed upon.

7:06 - Step # 2

Should no settlement satisfactory to the employee be reached, the Grievance Committee may request, in writing, within three full working days thereafter, or a time mutually agreed upon, that the grievance be taken up at a meeting between the Grievance Committee and Manager, Personnel or his nominee and such other persons as may be designated. At this meeting, the District Representative of the Union, or

his nominee, may be present if his presence is requested by either the Company or the Union.

7:07

If the grievance is not there settled in writing, to the satisfaction of both parties, within three working days, or within any longer period as may be mutually arranged at the time, then at the request of either party to this Agreement, the grievance may be referred to arbitration.

7:08 - Policy Grievance

Beginning at Step # 1 of the grievance procedure, either the Union or the Company may bring forward a complaint that the other party has violated or misinterpreted this Agreement. If the complaint is not settled to the mutual slatisfaction of both parties within seven (7) working days after the completion of the grievance procedure, it may be treated as a policy grievance and referred to arbitration as set out in Article 8. The Union agrees that the above provisions shall not be used to by-pass the normal grievance procedures.

7:09 • Meetings

Meetings of the Grievance Committee with Management may be mutually arranged at any time necessary, with no more than four Union representatives attending.

7:10 - Scheduling

First, second step, policy grievances and meetings under Article **7:09** will be scheduled within seven (7) working days of the request, unless an extension of this time limit is mutually agreed upon.

7:11 • Grievance Abandoned

The grievance shall be deemed to be abandoned unless it is processed to the next step within the time limits outlined in this article, unless an extension of the time limits has been mutually agreed upon in writing.

ARTICLE 8 • ARBITRATION

8:01 • Time Limit

If arbitration is to be invoked, the request for arbitration must be made in writing, within twenty (20) working days after the grievance has been dealt with in Step # 2.

8:02 - Appointment of Nominees

When either party requests that a grievance be submitted to arbitration, they shall make such request in writing, addressed to the other party of this Agreement, and at the same time, appoint their respective nominee. Within seven (7) scheduled

working days thereafter, the other party shall appoint their respective nominee, provided however, a sole arbitrator may be substituted for a board of arbitration on the mutual agreement of the parties, in writing.

- Selection of Chairman

The two nominees so appointed shall then proceed to select a chairman of a arbitration board. If the nominees are unable to agree upon a chairman with a further period of seven (7) scheduledworking days, then the chairman shall be such person as the Minister of Labour for Ontario may designate or appoint.

- Grievance Abandoned

Within fourteen (14) working days following the agreement of a Chairman, the grievance party shall contact the Chairman, in writing, to request a hearing date. If the grieving party fails to contact the Chairman within this time period, then the grievance shall be deemed to be abandoned, unless an extension of this time limit is mutually agreed, in writing.

8:03 • Eligibility

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

8:04 • Expense

Each of the parties hereto will bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the expenses of the Chairman of the Arbitration Board, if any.

8:05 • Procedure

No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

8:06 • Authority

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

8:07 - Binding Effect

The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority of such Board, or in the absence of a majority, the decision of the Chairman will be final and binding upon the parties hereto.

8:08 - Assistance

At any stage of the grievance procedure, including arbitration, the conferring parties may have the

assistance of the employe.\$ or employees concerned, and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the plant, to view disputed operations and to confer with the necessary witnesses.

ARTICLE 9 - DISCIPLINE AND DISCHARGE

9:01 • Warning Slip

If an employee with seniority is disciplined or discharged, he shall be notified in writing of such action within five (5) working days after the occurrence or the time at which it became known to the Company. The employee's Group Committeeman shall be given a copy of such record and shall sign all copies to acknowledge1 receipt. The Group Committeeman shall not refuse to sign, which constitutes simply a receipt and not agreement as to the justness of the action taken.

The Company agrees not to refer to any record of discipline, the occurrence of which is more than 18 months old.

9:02 • Interview on Discharge

Whenever an employee with seniority is discharged, he will be asked if he wants an interview with the Unit Chairperson, or his designate, if he is available.

If he so requests, then an Interview will be arranged at a place designated by the Company before he leaves the plant, provided that, if because of the nature of the offence, it is necessary to require the immediate expulsion of an employee from the plant, then the Unit Chairperson or his designate shall be notified.

9:03 - Discharge Grievance

A claim by an employee that he has been unjustly discharged from his employment shall be treated as a grievance, if a written statement of such grievance is lodged with the Manager, Personnel or his designate within five (5) working days after the employee ceases to work for the Company. All preliminary steps of the grievance procedure prior to Step # 1 will be omitted in such cases.

9:04 • Grievance Settlement

A discharge grievance may be settled by confirming the Management's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring patties, or in the opinion of the Board of Arbitration, if the matter is referred to arbitration.

ARTICLE 10 - SENIORITY

10:01 • Probationary | Employees

An employee will be considered on probation and will not be placed on a seniority list until after he has been on the payroll of the Company for an accumulated period of 60 days worked within a six month period. During such probationary period, an employee shall have no seniority status, and any employment may be terminated, as the Company may determine. Students shall continue as probationary employees during that period of temporary employment, which shall not exceed four (4) months.

10:02 • (a) • Seniorit) Lists

The Company shall maintain seniority lists based on date of hire. A copy of the seniority lists by Job Group shall be posted in the departments for the employees' inspection and a copy of each seniority list shall be provided to the Unit Chairperson. Seniority lists will be revised every three months.

(b) - Divisions Defined

Divisions, for the purpose of this article, are defined as follows:

- Machining Dept. 18, 19, 21

- Plating-Assembly Dept. 23, 24, 25, 37, 38, 63

Maintenance Dept. 41, 43, 46

Tool RoomQuality AssuranceDept. 48Dept. 40

(c) Return following Disability

Employees returning to work after being off sick, on Workers' Compensation or in an accident, will return to their original job, subject to the seniority provisions, and when released to do so by the Company's or the employee's doctor.

10:03 • Transfers

On temporary transfer to a higher daywork rate of pay within a Job Group, the senior man in the next lower day work rate should be given the preference, unless he does not have the required skill, ability and efficiency to do the job, or is not willing to transfer.

Temporary transfers to the same or lower daywork rate of pay, within a Job Group, will be made in the reverse order of seniority, providing the employees have the skill, ability and efficiency to do the job.

It is agreed that the experience so gained by temporary transfers will not be considered when reviewing applicants for job postings or vacancies.

10:04 - Layoffs

The parties agree to **discuss** manpower requirements when the Company **expects** periods of significantly low market activity.

In the event of a reduction in the work force, probationary employees will be the first to be laid off, providing the remaining employees possess the skill, ability and efficiency to perform the work which is available.

Where the Company decides that entry tests are required to determine whether employees have the basic skills to qualify for a job, tests will be relevant to the requirements of the job to be performed. Tests can be retried at any time after an employee has upgraded his skills.

In the event of a reduction in the number of employees, such reduction will take place in the following manner:

- (1) the employee having the least amount of seniority in his classification will be displaced;
- (2) the employee thus displaced may bump a more junior employee in his Job Group (as described herein) providing he has, in the past three (3) years, performed the junior employee's job satisfactorily for three consecutive months;

- (3) if the displaced employee is unsuccessful in the above step, he may then displace the most junior employee in a lower Job Group, provided that
 - (a) he has more seniority than the most junior in the Job Group, and
 - (b) he possesses the skill, ability and efficiency after five (5) days' training, to perform the work which is available:
- (4) if the displaced employee is unsuccessful in step (3) above, he may then displace the most junior employee in Job Group 1, provided •
 - (a) he has more seniority than the most junior employee in Job Group 1, and
 - (b) he possessesthe skill, ability and efficiency after five (5) days' training, to perform the work which is available.
- (5) Layoffs in Job Group 1 will take place by inverse order of seniority. providing the employee possesses the skill, ability and efficiency after five (5) days' training, to perform the work which is available.

When multiple bumping takes place, the more senior employee being bumped has the choice of the jobs held by the more junior employees being laid off.

10:05 - Breakdowns

When a layoff is due to an equipment break-down, shortage of utilities, fire, |act of God, or for other reasons beyond the reaponable control of the Company, the required number of employees to be kept will be done on the basis of seniority within the Job Group.

10:06

Exceptions to Clauses 10:04 and 10:05 may be agreed upon, in writing, I by the parties to this Agreement.

10:07 - Recall

When recalling employees to work after a layoff, the following rules shall apply:

- (a) employees laid off from jobs in Group 1 shall be recalled by seniority to jobs only in Group 1, but cannot use their seniority to be recalled to jobs in Group 2 or above;
- (b) employees laid off from jobs in Group2 or above will be recalled into their former jobs, by seniority, or by seniority into jobs in Group 1.

(c) The Union will be notified of all recalls and to provided with a list of employees being recalled.

10:08 - Loss of Seniority

An employee shall lose his seniority and will **m** longer be considered an employee of the Company for any of the following reasons:

- (1) if the employee voluntarily quits:
- (2) if the employee is discharged and is not reinstated in accordance with the provisions of the Collective Agreement;
- (3) if the employee is laid off and fails to return to work within eight calendar days after he had been advised to do so by the Company, by personal telephone contact, by direct conversation, by registered mail, or by same day courier to the employee's last known address, unless he gives a reason satisfactory to the Manager, Personnel;
- (4) if the employee has been laid off for lack of work or is absent because of a disability for more than 18 months, if he has less than three years' seniority, or 30 months, if he has three or more years' seniority;
- (5) if an employee is absent for three consecutive working days without advising the Personnel

Department, or if he overstays his leave of absence or holldays without advising the Personnel Department, and without a reason satisfactory to the Manager, Personnel.

10:09

Unless an employee signifies he will return to work within three days after being recalled, his name shall be passed over on the recall list.

10:10 - Job Postings

All vacancies for jobs of more than one (1) month duration and newly created jobs which are higher than Job Group 1, shall be posted on the Company bulletin boards for *two* (2) working days.

The Company will select **the** most senior applicant provided he can demonstrate his skill and ability to the job.

If. after five (5) work hg days of training the applicant has not obtained the efficiency to do the job in question, then the Company shall have the right to fill the vacancy.

If an employee cannot **satistactorily** demonstrate his skill, ability and efficiency1 to do the job, he shall be returned to his former job where practical.

Request tor Job Transfer Form

If an employee in the general labour classification or lower wishes to apply for a job transfer to another general labour classification or lower, or if an employee in a classification higher than the general labour classification wishes to transfer to a job in the general labour classification or lower, the Company shall provide a Request for **Job** Transfer form.

The request for transfer will be considered on the basis of skill, ability and efficiency, and if these factors are equal where two or more employees request a transfer to the same job, then seniority shall be the governing factor. While an employee with less than one year's seniority may apply for such transfer, the Company need not consider the application. No such transfer requests from employees will be considered during layoff periods.

10:11

Where one vacancy arises, there shall be no more than two transfers before a new employee is hired.

10:12

An employee who has been transferred to fill a vacancy, which has been posted shall be eligible to apply for another posted vacancy but, until twelve months have elapsedfollowing his transfer, he need

not be considered by the **Company**, unless the job he posted into is eliminated.

10:13

In the event that a **trans**|**erred** employee does not want the new job within five (5) working days, he shall have the **opportunity** to return to his former job, where practical.

10:14

The Company reserves the right to fill the vacancy temporarily pending the selection of the employee to fill the vacancy on the relatively permanent basis.

10:15

The Company agrees to **give** notice of layoff to employees affected, **according** to the Employment Standards Act of Ontario.

ARTICLE 11 - LEAVE OF ABSENCE

11:01 - Requests

Unless otherwise stated in this Article, **all** requests for leave of absence must be submitted in writing, **as** far in advance as possible, but not less than five (5) full working days before the leave of absence is to commence. Any person who is absent with such

written permission shall not be considered to be laid off, and his seniority shall continue to accumulate during his absence.

11:02

Leave of absence without pay may, at the discretion of management, be granted to employees for reasonable periods, providing no serious production problems are caused by the leave of absence. Permission for such leave will not be unduly withheld. If there is any doubt as to the reason for the employee's absence, the employee must prove, to the satisfaction of the Manager, Personnel, that the absence was for the reason requested.

11:03 - Union Conventions and Conferences

Leave of absence without pay will be granted for the purpose of attending a Union convention or conference to not more than five (5) employees at one time, with not more than two (2) employees from a single job group at one time. Any such request should specify the convention or conference to be attended.

11:04 - Labour College

Leave of absence without pay may be granted to one (1) employee, for a maximum of eight (8) weeks for the purpose of attendingthe Labour College.

11:05 - Union Business

Leave of absence without, pay may be granted to one (1) employee for a period of up to 12 months, for the purpose of working in an official capacity for the Local or International wion, at the request of the Staff Representative, in writing. Such leave may also include schooling or (raining.

Seniority will be maintained and accumulated for the purposed 11:03, 1I:04, 11:05 and 11:06.

11:06

Absence for Union business by Union officials and Group Committee men only for periods of one (1) working day or less will not be considered as leave of absence, but may be considered as excused absence, provided a full working day's notice, prior to the commencement of the employee's shift, has been given by the employee concerned to his supervisor. Such requests shall only be withheld if a serious production problem exists in the plant. Notwithstanding the one day's notice above, the Union agrees to co-operate and give the Company as much notice as is possible in the circumstances.

The Company agrees to continue the pay of any employee absent from work on Union business and the Union shall reimburse the Company for such wage payment, upon receipt of a monthly statement. The

Companywill **be** reimbursed**within** twenty (20) days or **this clause becomes void.**

11:07 - Accumulated Leave

The accumulated total of leave granted under sections 11:03 and 11:06 shall not exceed the equivalent of twenty (20) working days in a calendar year for any one individual employee.

11:08 • Pregnancy Leave

The Company shall not grant leave of absence for reasons of pregnancy to an employee who has less than one year's seniority. Pregnancy will be considered a legitimate cause for leave of absence. Periods of time in excess of the legislation may be determined by the Company.

11:09 - Other Employment

Any employee accepting other employment while **a** leave of absence, unless with the prior consent of the Company, may be subject to immediate dismissal.

11:10 - Bereavement Pay

An employee who has completed his probationary period as defined in Article 10:01 of this Agreement, and is actively employed, and who suffers the loss of a member of his immediate family, that is: his spouse, his children, his brothers or sisters, his

parents or parents-in-law, his grandparents or grandchildren, will be granted three (3) days (a total of twenty four hours) leave of absence. Payment for such days will be made at the employee's day work rate of pay, provided that:

- (a) said days fall on scheduled work days, which the employee would otherwise have worked;
- (b) the three (3) consecutive work days shall include the day of the funeral. If the funeral is on a Saturday or Sunday, the nearest work day shall qualify as the day of the funeral;
- (c) the employee makes application to the Personnel Office for such leave:
- (d) once the Company has a request for Bereavement leave, the Company will notify the Union of the request;
- (e) one (1) day with pay will be granted to attend the funeral of a sister-in-law or brother-in-law.

11:11 • Jury Duty

Where an employee with seniority is called and serves on jury duty, or is called as a Crown Witness, (except in any proceeding against the Company), the Company will make up the difference between jury pay and the employee's regular hourly day work rate of pay, exclusive of shift premium, for such periods

of jury duty as fall within the normal working day and week. Where an employee is on call for jury duty, and where not required to be present to fulfil such duties as are required, the employee will report for work in the usual manner. The employee will present proof of service and the amount of pay received.

ARTICLE 12 - BULLETIN BOARDS

12:01

The Company will provide bulletin boards in mutually satisfactory locations in the plant, for the convenience of the Union in posting notices of Union activity. All such notices must be signed by the proper officer of the local Union and submitted to the Manager, Personnel, or his authorized representative, for approval before being posted.

ARTICLE 13 • HEALTH AND SAFETY

13:01 - Conditions of Employment

The Company will maintain adequate facilities throughout the plant, provide proper safety devices, and give proper attention to the elimination of any conditions of employment which are a hazard to the safety of the employees.

13:02 - Recommendations

The Company is willing, at all times, to receive and consider all constructive complaints, suggestions, or recommendations with reference to matters affecting safety, sanitation and health. Upon request, the Company will meet with the Union Executive, at intervals of three (3) months to discuss such matters.

13:03 - Injury

When an employee is injured on Company premises and requires medical attention, he shall be paid for the full shift at his day work rate, plus any applicable shift differential, if he is unable to complete his shift. He shall also be provided with transportation to his place of residence or place of further medical aid when required.

13:04 - Workers' Compensation

It is not the intent of the above provisions to make the Company responsible for the payment of such time and transportation which is compensated by the Workers' Compensation Board.

13:05 - Instruction and Acknowledgement

All new employees shall be instructed in health and safety by the Personnel Department, and a signed

acknowledgement will be given to the Union Health and Safety Representative.

13:06 - Report of Claims

The Company agrees that it will provide the Union Health and Safety Representative with a report of claims reported to the Workers' Compensation Board.

13:07 - Accident Investigation

The Company agrees that the Union Health and Safety Representative will be allowed to investigate jointly all critical or fatal work related accidents. He will also be provided with a copy of the air monitoring results, and with material safety data sheets on all chemicals used in the factory.

ARTICLE 14 - DAYWORK STANDARDS

14:01 - Daywork Standards and Efficiency

Daywork standards are established to cover work performed on any job in such as way that an average, experienced employee of average skill and ability, working with standard material and equipment, under normal conditions and in accordance with safe working procedures, shall have the opportunity to produce industry acceptable quality products at an efficiency of not less than 100%.

14:02 - Changes to Standards

Daywork standards, when established, shall remain unchanged, except where |there has been a change in the method, materials, tools, equipment or inspection standards. Such a change must affect the daywork standard by at least 5%.

14:03 - Rate of Pay for Job Performed

The class of work or job being done governs the rate paid, and not the rate of the employee doing the work, except if at the request of Management, an employee is asked to do job paying a lower hourly rate than the employee's own hourly rate, and there is still plenty of work scheduled for all employees in the classification in which that employee has been continuously employed, then he shall be paid his own hourly rate.

14:04 - Allowed Time Reporting

When delays are caused by conditions beyond an employee's control, allowed time cards are to be promptly applied for by the employee.

ARTICLE 15 · HOURS OF WORK AND WAGE RATES

15:01 - Work Not Guaranteed

The Company **does** not guarantee to provide work for any employee for regularly assigned hours, or for any other hours.

15:02 - Buzzer

Employees must continue at their work until the buzzer sounds for stopping times, (or as scheduled).

15:03 - Normal Work Week

The normal work week will consist of eight (8) hours per day, Mondaythrough Friday.

15:04 - Work Schedules

Work schedules will be posted in the departments, and any changes in the normal work schedules will be posted not later than 3:00 p.m. Thursday afternoon of the previous week.

15:05 - Overtime Premiums

Hours worked in excess of eight (8) hours in and one (1) shift, Monday through Friday, will be paid at time and one half (1-1/2) the daywork rate of pay.

15:06

All work performed on Saturday shall be paid at time and one half (1-1/2) the daywork rate of pay, and all work performed on Sunday shall be paid at two (2) times the daywork rate of pay. It is understood that this provision shall not apply to Stationary Engineers and to those employees whose scheduled shifts may start after 12:00 noon on a Sunday prior to a holiday, or as a regularly scheduled third shift, or end after 12:00 midnight Friday, or after 12:00 midnight on the eve of a holiday (Christmas and New Year's Day excepted), arid in such cases, overtime shall be paid for hours worked in excess of scheduled hours of work.

15:07 - Overtime

Notice of overtime shall be given as far in advance as is practical. **Opportunities** for overtime work shall be distributed as equitably as possible among those normally performing the work.

The Company shall have the right to schedule overtime when, in its discretion, same is required. In the case of any Individual employee, the Company will consider any reasonable request to be excused from overtime work, on any particular occasion, for valid reasons.

15:08 - Shift Premium

Any shift starting 12:01 p.m. or after is a second shift and any shift starting 8:01 p.m. or after is a third shift, A shift premium will be paid for all hours worked, on the following basis:

2nd shift \$.45 3rd shift \$.50

These premiums shall be paid for only for actual hours worked.

15:09 - (a) Lunch Periods

On three-shift operations, an employee shall normally have a twenty minute lunch period, paid for by the Company, at his daywork rate of pay.

On one and two shift operations, an employee shall normally have a thirty minute unpaid lunch period.

An employee's lunch period shall **not** begin until three (3) hours after the start of his scheduled shift, nor end later than three (3) hours before the end of his scheduled shift, and no more than five (5) consecutive hours will be worked without a lunch break.

- (b) Coffee Breaks

A coffee break of fifteen (15) minutes duration will be provided in each half of an employee's regular shift. These periods will be scheduled by the Company, and may be staggered.

15:10 - Shift Rotation

Subject to the **Company** being able to maintain a satisfactory working **force**, all regular employees on a two shift or three shift coperation shall normally be required to rotate on a **weekly** basis.

Subject to the Company; being able to maintain a satisfactory work force, the Unit Chairperson shall remain on the first, or day shift, except in an emergency.

Probationary or an employee training may remain for not more than four weeks, on any one shift, or rotate as necessary.

15:11 - Reporting Allowance

When an employee reports for work for his regular shift and there is not regular work available, he shall be paid four hours at hid day work rate or, at the Company's option, he shall be offered four hours' employment of other work, at his day work rate.

An employee shall not be entitled to the four hours pay or employment if:

(a) the lack of work is due to circumstances arising through any breakdown of machinery or failure

of power or other cause beyond the Company's control, or,

- (b) the employee has been notified by the Company not to report for work at least four hours before his starting time, or,
- (c) the employee has been absent from work and has not notified the Company of the date of his return to work.

An employee shall be deemed to have been notified if the Company has called and left a message at the telephone number recorded by him in the Personnel Department, or has left a notification at his reported address.

Employees who are called in outside of their regularly scheduled hours will receive not less than three (3) hours' pay at the applicable straight time rate of pay or the applicable overtime rate of pay, whichever is greater.

15:12 - Equipment Breakdown

If, after the commencement of his shift, the Company cannot continue to provide work due to circumstances arising through any breakdown of machinery or failure of power or other cause beyond its control, the Company shall provide the employee with two hours' work or two hours' pay from the time of such

breakdown or other \mathbf{caus}^{\bullet} , providing it occurred at least two hours prior to \mathbf{q}^{\bullet} ittlng times.

If no judgement is <code>involve</code>d with a breakdown, the two working hours <code>staft</code> from time of actual breakdown. If a <code>management</code> decision is required with a breakdown, supervision will discuss the circumstances of the <code>breakdown</code> with the Group Committee Person and will notify him of the time of notification and start of the 2 hour breakdown period.

Recurrence of the **same** breakdown, providing it occurs within the **2 hour period**, will not necessitate further notification.

If a further judgement breakdown occurs, after the 2 hour period, the Same procedure as above will apply.

15:13 • Arriving Late,, Leaving Early

An employee who comes late for work, or leaves early, will report their starting or quitting times so that payment will be made for hours worked only.

15:14 - Absence Reporting

If an employee finds he is unable to report for work because of sickness or other reasons, he will notify the Personnel Department by telephone message prior to the starting time of his 'shift.

15:15 - Supervisory Personnel

Under normal conditions, foremen and those above the rank of foreman shall not perform the physical or manual production work for which hourly-rated employees are available and capable.

15:16 • Schedule of Wages Rates and Job Classifications

A schedule of wage rates and job classifications is attached hereto and is part of this agreement.

ARTICLE 16 - PAID HOLIDAYS

16:01

Subject to the following clauses, an employee with seniority will be granted a holiday with pay for each of the following twelve (12) holidays at a sum equivalent to his day work rate of pay for eight (8) hours. The holidays will be:

New Year's Day
Heritage Day
Good Friday
Victoria Day
Canada Day

Labour Day
Thanksgiving Day
Christmas Day
Boxing Day
Plus two floating days

Civic Holiday

Heritage Day will be observed on the third Monday in February or as decreed by the Government.

16:02

The Company will **schédule** to two (2) floating holidays over the Christmas, New Year's holiday period.

16:03

With the exception of the Christmas, New Year's holiday period, when a holiday falls on a day other than a Friday or a Monday, it shall be deemed, at the discretion of the Company, to have fallen on a Friday or a Monday. Employees required to work shall be paid at the rate of time and one half (1-1/2) their day work rate, in addition to receiving holiday pay.

16:04

To qualify for holiday **pay**, an employee must work his last full scheduled **shift** prior to, and his first full scheduledshift after the (holiday.

If an employee can **prove**, to the satisfaction of the Manager, Personnel, that he was unavoidably absent on the preceding or following scheduled day of a holiday, he shall be **paid** for that holiday. **An** employee will not qualify for holiday pay if he is absent for any cause, **10** or more working days prior

to a holiday, or fifteen or more working days prior to New Year's **Day**.

ARTICLE 17 - VACATION WITH PAY

17:01

The Company has the sole discretion to close down all or part of its operation for vacation purposes, at any time convenient to the Company. If there is a plant shutdown, those employees required to work shall be given their vacation at another time.

17:02

Subject to the approval of the Company, employees will specify their choice of vacation periods, and preference will be given to employees within each department in accordance with seniority.

17:03

All vacation accrual credits will be determined from July 1st through June 30th of each year.

Subject to the approval of the Company, employees may take their annual vacation four (4) months prior to June 30 and eight (8) months after July 1 of the current vacation year. Vacations taken early cannot exceed accrued credits to date.

The vacation plan shall be as follows:

- (1) Employees with less than twelve month's service will be paid 4% of total earnings for the period ended June 30th.
- (2) Employees with twelve months' service shall receive two weeks', vacation, paid at the rate of four percent (4%) of total earnings for the 12 month period ending June 30th.
- (3) Employees with five years' service shall receive three week\$' vacation, paid at the rate of six percent (6%) of total earnings for the 12 month period ending June 30th.
- (4) Employees with fifteen years' service shall receive four weeks! vacation, paid at the rate of eight percent (8%) of total earnings for the 12 month period endingJune 30th.
- (5) Employees with twenty-three or more years' service shall receive five weeks' vacation, paid at the rate of ten percent (10%) of total earnings for the 12 month period ending June 30th.

17:05

The definition of total earnings will include money earned in the previous vacation year, including holiday pay and the previous year's vacation pay. All deductions normally made from an employee's regular pay shall be deducted from vacation pay.

17:06

After an employee receives approval of vacation dates, he will complete a Request for-Vacation Cheque form, not later than seven calendar days preceding his last scheduled work day prior to vacation, if taken prior to July 18th. Payment will be made on the last day worked prior to vacation.

All other vacation pay will be paid by separate weekly cheques by July 18th each year.

Requests for Vacation Cheques to be issued will be for periods of not less than one week's duration and not more than that to which employees are entitled to receive in the current vacation year.

17:07

An employee who has ceased to be employed or has been laid off by the Company before receiving his vacation pursuant to the provisions of this Article shall receive vacation pay in accordance with the

provisions of the Employment Standards Act of Ontario.

17:08

If the Company elects to run the plant, or make necessary repairs or replacements during the vacation period, and requires the services of any of its employees not entitled) to a full week's vacation with pay, then it may request those employees to work, and they will receive, in addition to their earned pay, a sum equal to four percent (4%) of the pay received by them prior to July 1st during the preceding 12 months' period.

17:09

Employeeswill not be **allowed** to **waive** their **vacation** payment or vacation, **and have** them **accumulate** from year to year.

17:10

If a Statutory Holiday falls in an employee's vacation period, he will be given lone (1) extra day off by mutual agreement, which shall be either the Monday following or the Friday prior to the vacation period. The employee will notify the Company of his intent one (1) week prior to going on vacation.

ARTICLE 18 - LEADHANDS - Instruction

18:01

An employee, when working as a leadhand, shall receive his daywork rate of pay, any applicable shift premium and, in addition, a premium of 45 cents per hour, effective immediately.

No hourly rated employee will do a salaried employee's job, with the exception of Leadhands, who may perform their normal duties.

ARTICLE 19 - MERIT INCREASE

19:01

Wage rates of employees in classifications with pay ranges will be reviewed by the foreperson concerned every six (6)months, and adjustments made, so that an employee will reach the midpoint of the range of his classification within a period of twelve (12) months' employment in such classification.

Any adjustment made beyond the midpoint of the range of his classification will **be** on the basis of skill, ability and efficiency.

ARTICLE 20 - APPRENTICESHIP

20:01

The Company will conform to all requirements of the Apprenticeship and Tradesmen's Qualification Act, and regulations, and will stablish an apprenticeship or training period in consultation with the local Industrial Training Consultant, Ministry of Colleges and Universities.

ARTICLE 21 - GENERAL

21:01 - Safety Boot Allowance

A safety boot allowance will be paid to all Grade 2 platers in Department 24, solder table operators, warehouse operators, all shipping and receiving employees and all Department 19 employees, payable in the first full pay period following January 1, each year. The allowance is \$70.00 in 1993, \$75.00 in 1994, and \$80.00 in 1995.

21:02 - Millwright Grade IV

Eligibility for this classification is restricted to those tradesmen who have successfully completed a Government approved and recognized indentured apprenticeship, and who have the necessary documentation to prove same to the satisfaction of the Company.

21:03 • Personnel Records

Upon request, and at reasonabletimes, the individual employee shall be allowed to view his/her own personnel records (but not the Company doctor's records), but the material shall not be copied or removed from the personnel office. The Company shall have the sole and complete responsibility for maintaining such records, but if proved to be inaccurate, the Company shall make the appropriate correction.

21:04 - Technological Change

Technological change is defined **as** the automation of jobs, such that the majority of duties attached to a job either disappear or are changed substantially.

The patties acknowledge that **the** interest of the Company and the employees are best sewed if the Company improves its competitive position, where possible. It is the intent of the Company to keep the Union and employees informed of pending technological change which might affect employees.

Therefore, the Company will meet and discuss with the Union, as far in advance as is practicable in the circumstances, as to the probable effects of technological change.

ARTICLE 22 · BENEFIT | PROGRAMS

22:01 - Coverages

The Company shall continue to provide the following insurance for the duration of this Agreement:

- the full premium cost of the existing OHIP
- life insurance at one time employee's previous year's earnings, rounded to the next higher \$500:
- a non-occupational weekly indemnity plan on the basis of first day of accident, first day of hospitalization, fourth day of illness, for a maximum of 26 weeks. Pension, U.I.C., and C.P.P. deductions will be made from weekly indemnity. These payments will be included in total earnings when, calculating vacation pay. The amounts are \$270 per week effective August 15, 1992, \$300 per week effective August 15, 1993, and \$330 per week effective August 15, 1994.
- major medical Insurance on a 90/10 basis after a yearly deductible of \$10 single and \$20 family, which includes coverage for semi-private room and prescription drugs.
- the revised pension plan, effective January 1, 1990 for active employees as of August 15, 1989.
- dental insurance With premiums at 75% Company and 25% employee.

paid up life insurance at time of retirement of \$1,000 and \$1,500 for 10 and 20 year seniority employees, respectively.

22:02 - Layoff

The Company shall continue to pay the premium for all insured benefits for the month following the month of layoff.

22:03 - Carrier Changes

The Company reserves the right to change carriers of the above plans at any time, provided that the changes do not reduce the negotiated benefits

ARTICLE 23 · C.O.L.A.

23:01

- a) The parties agree that the C.O.L.A. language and Article 23 will not be observed during the term of this 1992 - 1995 Collective Agreement.
- b) Any C.O.L.A. float and any new C.O.L.A. payment which might be generated in the last two (2) years of this Agreement will be paid on the basis of all hours worked and will not be rolled into the base rates, except that the present C.O.L.A. float of \$.65 will be rolled

into the base rates on the fist day following ratification of this Agreement.

23:02

Beginningwith the base figure of the July 31, 1990 C.P.I., this C.O.L.A. will become activated and will run up to July 31, 1992.

23:03

The beginning payment, if, any, will be .375 C.P.I. increase equals a one cent (\$.01) per hour increase according to the 1071 + 100 scale. The first payment will commence on October 31, 1990 and will be adjusted quarterly thereafter up to July 31, 1992.

23:04

No further increase in **C.O.L.A.** will accrue after July **31, 1992.** The parties agree that the **C.O.L.A.** language and Article **23 Will** not be operative during the term of this **Collective** Agreement.

23:05

The maximum amount of any C.O.L.A. money that will be paid in the last two (2) years of this Agreement will be \$1.20.

ARTICLE 24 - DURATION



24:01

This Agreement shall continue in effect until the 15th day of August 1995, and unless either party gives he other that amendments are required, or that the other party intends terminating the Agreement, then it shall continue in effect until the 15th day of August, 1996, and so on, from year to year thereafter. Notice that amendments are required or that either party intends to terminate the Agreement may only be given with a period of not less than thirty (30) days and not more than ninety (90) days prior to the 15th day of August 1995, or any such anniversary date thereafter.

24:02

The parties hereto agree to meet for the purpose of negotiations within 10 days after the giving of such notice and, if as a result of such negotiations, the parties fail to negotiate a new Agreement or modification of the present Agreement, prior to the 15th day of August following such notice, then this Agreement shall terminate on the 15th day of August, 1995.

Wages

A The present \$.65 C.O.L.A. payment will be rolled into the basic wage rate, effective August 16, 1992.

- B. Basic wage rates will be increased by 2% August 16, 1992, 2% August 16, 1993 and 2% August 16,1994.
- C. Employees in Pay Class 052 will be upgraded to Pay Class 033 by the payment of 3 equal instalments on August 16, 1992, August 16, 1993 and August 16, 1994.

Pension

The Company agrees to increase its contribution to the pension fund from 2.5% to 3%, effective August 16, 1994.

Letters of Understanding

Humanity Fund • Effective August 16, 1994
The Company will deduct \$1 per week from the pay of each employee who so authorizes in writing and remit same, together with a matching Company contribution of \$1 per week to the U.S.W. Humanity Fund. The maximum deduction/contribution shall be \$20 per employee per calendar year. An employee's authorization shall not be revocableifor one (1) year.

Pay Equity

In light of the gender neutral job evaluation system introduced **by** the Company and in

recognition of the description of establish-ment female job class, and male job class, the Union and the Company agree that they have fully complied with all their obligations under the Pay Equity Act and the wage schedule as set out in the Memorandum of Settlement dated October 1, 1992, shall be deemed to fulfil the requirements of posting a pay equity plan under the Pay Equity Act. It is agreed that an Arbitrator or Board of Arbitration will have no jurisdiction to entertain any grievance arising from the Pay Equity Plan as agreed to by the Union and the Company.

WAGE CLASSIFICATIONS

		CLASS	PAY	HOURLY RATES EFFECTIVE					
	GROUP#	DESCRIPTION	CLASS	AUG	16-92	AUĠ	16-93	AUG	16-94
	1								
		RACK& UNRACK	033	13	.43	13	.70	13	.97
		INSPECT & RACK	033	13	.43	13	3.70	13	.97
হ্য		SEMI-AUTO OPERATOR	052	10	3.1	16	3. 5 6	13	.97
		ASSEMBLER	052	13	.18	10	3.56	13	.97
		MACHINEOPERATOR	052	13	.18	10	3.56	13	.97
		BENCH WORK	058	13	.50	13	3.77	14	.05
		BAG MACHINE	058	1.	3.5	13	3.77	14	.05
		STEM MACHINE	058	13	.50	1:	3.77	14	.05
		PROTOMAX	058	13	.50	13	3.77	14	.05
		POLISH& TRAIN	060	13	.56	13	3.83	14	.11

	ODOLID #	CLASS	PAY				_	ECTIVE	40.04
	GROUP #	DESCRIPTION	CLASS	AUG	16-92	AUG	16-93	AUG	16-94
		PLATER, GRADE 2	032	13.7	74	14	.01	14.30	
		LABEL PRINTER	058	13.5	50	13	. 7 7	14.05	
		SMALL M/C SET-UP& CP	058	13.	5	13	.77	14.05	
		METALFIN. GR. 3	061	13.6	8	13	.95	14.23	
æ		Q.A. REPAIR & SALVAGE	061	13.6	8	13	.95	14.23	
		TESTER	061	13.6	8	13	.95	14.23	
		PADPRINTER	061	13.6	88	13.	95	14.23	
		HAND MACHINEOP. GR. 3	061	13.6	88	13	.95	14.23	
		SOLDER	061	13.6	88	13	.95	14.23	
		SEMI-AUTO SETUP & OP	063	14.17	-14.50	14.45	-14.79	14.74-1	5.09
		DISPLAYTECHNICIAN	073	14.1	11	14	.39	14.68	
		SET-UP & ASSEMBLE GR. 3	073	14.	11	14	.39	14.68	}
		MATERIAL HANDLER& CO.	NT 218	13.6	86	13	.95	14.23	3
		MATERIALHANDLING	218	13.6	86	13	.95	14.23	}
		SET-UP ASSEMBLY	237	14.	11	14	.39	14.68	}

		CLASS	PAY	HOUR	LY RATES EFF	ECTIVE
	GROUP#	DESCRIPTION	CLASS	AUG 16-9	2 AUG 16-93	AUG 16-94
	2					
		FORK TRUCK	239	13.83	14.11	14.39
		RECEIVE & INSPECT	301	13.83	14.11	14.39
		INSPECTORAUDITOR	321	14.11	14.39	14.68
		START, TRAIN-TOOL ROO	M 350	13.68	13.95	14.23
		WAREHOUSE OPERATOR	381	13.83	14.11	14.39
(D		SHIPPER _	38	13.83	14.11	14.39
83		EXPRESS SHIPPER	385	13.83 13.93	14.21	14.49
		CLASS	PAY	HOU	RLY RATES EF	FECTIVE
	GROUP#	DESCRIPTION	CLASS	AUG 16-9	2 AUG 16-93	AUG 16-94
	3					
		METAL FINISHER GR. 4	064	13.83-14.6	3 14.11-14.92	14.39-15.22
		MULTI SET-UP	072	15.49-16.2	2 15.80-16.54	16.12-16.88
		SET-UP HAND MACHINE	220	14.63	14.92	15.22
		SET-UP SEMI-AUTO	227	15.50	15.81	16.14

		CLASS	PAY		HOUR	LY RAT	ES EFF	ECTIVE	
	GROUP #	DESCRIPTION	CLASS	AUG	16-92	AUG	16-93	AUG	16-94
	3								
		INSPECTORTECHNICIAN	320	15	.42	15	5.73	16	.04
		M/C OP. TOOL ROOM	320	15	.42	15	5.73	16	.04
		MILLWRIGHT GRADE4	330	16	.92	17	7.26	17	.60
		MILLWRIGHT GRADE3	331	16	.30	16	5,63	16	.96
		MILLWRIGHT GRADE1	333	14	.91	18	5.21	15	.51
8		TOOLGRINDER GRADE 2	348	16	.10	16	5.42	16	.75
_		OP. TOOL ROOM GRADE1	352	16	.56	16	5.89	17	.23
		ENGINEER GRADE 3	391	15	.75	16	3.07	16	.39
		ENGINEER GRADE4	392	14	.94	18	5.24	15	.54

	CLASS	PAY	HOUR	LY RATES EFF	ECTIVE
GROUP #	DESCRIPTION	CLASS	AUG 16-92	AUG 16-93	AUG 16-94
4					
	ELECTRICIANGRADE3	343	17.88	18.24	18.60
	MAINTENANCE TECHNICI	AN 347	17.62	17.97	18.33
	OP. TOOLROOM GRADE2	351	17.50	17.85	18.21
	TOOL& DIE MAKER	354	18.11	18.47	18.84
	M/C BUILDER TOOL ROOM	1 357	18.67	19.04	19.42