

# COLLECTIVE AGREEMENT

between

J. A. WILSON DISPLAY LTD.

and



COMMUNICATIONS, ENERGY  
AND PAPERWORKERS UNION  
OF CANADA (C.E.P.)  
AND ITS LOCAL 565

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## NOTES



# COLLECTIVE AGREEMENT

Between:

J. A. WILSON DISPLAY LTD.,  
OF THE FIRST PART

- and -

THE COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA (C.E.P.)  
OF THE SECOND PART

## ARTICLE 1

### Purpose of Agreement

**1.01** The general purpose of this agreement is to establish and maintain collective bargaining relations between the Company and its employees, and to provide machinery for the prompt and equitable disposition of grievances and for the arbitration of any dispute which may be arbitrated, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

The parties will co-operate towards the elimination of waste and inefficiency, the improvement of workmanship, the prevention of accidents and the promotion of goodwill among the Company, the employees and the Union.

## ARTICLE 2

## Recognition

**2.01** The Company recognizes that the Union is the sole and exclusive collective bargaining agency for all of the employees of the Company at its plant or plants in the Province of Ontario, with the exception of the following classifications of employment which are not subject to the provisions of this agreement, namely: Supervisors, persons above the rank of Supervisor and office staff.

**2.02** The Union agrees to furnish the Company with the name of its duly elected officers and representatives appointed to perform any act in connection with the carrying out of this Agreement and undertakes to promptly notify the Company of any change in officers or appointed representatives.

**2.03** The Company agrees to furnish the Union with a list of names of its officers and its key supervisory personnel with whom the Union might have transactions in connection with this Agreement, and the Company will keep the list up to date.

**2.04** The Company agrees that there shall be no discrimination against any employee because of membership or activity in the Union. The Union agrees that no union activity will take place during any working hours or on the premises of the Company except as provided in the grievance procedure.

**2.05** The Union agrees that there shall be no intimidation or coercion in the soliciting of Union members or with respect to Union activities.

**2.06** The Company agrees that it will not by any means, directly or indirectly, intimidate or coerce, or attempt to

intimidate or coerce, any employee with respect to trade union membership activities.

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

- (a) Maintain order, discipline and efficiency;
- (b) Hire, retire (subject to the terms of the Pension Agreement), discharge, transfer, classify, promote, demote or discipline employees, provided that a claim of discriminatory classification, promotion, demotion or transfer, or a claim that any employee has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided;
- (c) Generally to 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 its plants, the products to be manufactured, the methods of operating, schedules of production, kinds and locations of machines and tools to be used, the processes of manufacturing, the engineering and designing of its products, and the control of materials and parts to be used. The Company agrees that these functions will be exercised in a manner not inconsistent with the provisions of this agreement.

### **ARTICLE 3 Check-off**

**3.01** The Company shall deduct from the wages of each employee covered by this Agreement who has completed his/her probationary period an amount equal to regular weekly Union dues.

**3.02** All such deductions shall be made from each weekly pay period and shall be transmitted to the proper Union Officer by the 27th day of the month following the current deduction of dues.

**3.03** The Company shall send transmittal letters of dues to the Secretary Treasurer of the C.E.P., C.L.C. Such letters shall show a summary of the dues deducted and the amounts relative thereto. The Company shall thereupon transmit to the Secretary Treasurer of the C.E.P., C.L.C. the amount due them out of each individual deduction for dues, and at the same time transmit the balance of the total amount so deducted to the Financial Secretary of the Local Union.

**3.04** The Union will keep the Company harmless in respect of deductions and authorizations made pursuant to this Article.

#### **ARTICLE 4 Strikes and Lockouts**

**4.01** The Company agrees that there shall be no lockout during the term of this Agreement. The term "lockout" shall have the same meaning as in the definition of "Lockout" in the Ontario Labour Relations Act.

**4.02** The Union agrees that there shall be no strike during the term of this agreement. The term "strike" shall have the same meaning as in the definition of "strike" in the Ontario Labour Relations Act.

#### **ARTICLE 5 Hours of Work**

**5.01** The provisions of this clause provide for the normal hours of work, and shall not be construed as a guarantee of any specified number of hours of work either per day or per week, or of work per week, or as limiting the right of the Company to request any employee to work any specified number of hours either per day or per week.

**5.02** The regular work week shall consist of 40 hours of work to be performed 8 hours per day, Monday through Friday.

**5.03** The normal working hours for the plant when working one shift will be 7:00 a.m. to 3:30 p.m.

The normal working hours for the plant when working two shifts will be 6:30 a.m. to 3:00 p.m. day shift and 3:00 p.m. to 11:30 p.m. afternoon shift for manufacturing and finishing departments, and 7:00 a.m. to 3:30 p.m. for packaging and warehousing departments.

The normal working hours for Shipping and Receiving shall be 8:00 a.m. to 4:30 p.m.

**5.04** The Company reserves the right to change such hours, but before doing so will discuss any change with the Union.

**5.05** Employees on shifts other than days shall rotate every two weeks. An employee will not be required to change from afternoon shift to day shift during the week without his/her consent. A shift change notice will be posted two (2) working days in advance of shift changes.

**5.06** Three out of five designated officers of the Union shall have their working hours scheduled on the day shift only at any one time, provided not more than two officers



work in same department in which case it would become two out of five.

ARTICLE 6  
Overtime

**6.01** Overtime shall be paid for at the rate of one and one-half times the straight time hourly rate for all work performed in excess of eight (8) hours per day in any one day, and for all time worked on Saturdays. Time worked on Sundays shall be paid for at the rate of double time. In the case of shift workers whose regular shifts extend into Saturday or Sunday, such time shall not be considered as Saturday or Sunday work for the purposes of overtime.

**6.02** Employees who are called in outside their regular working schedule of hours after they have left the plant shall be paid at the overtime rate for all time worked and will not receive less than the equivalent of four (4) hours at their straight time rate.

**6.03** No employee shall be required to lay off in order to compensate for time he/she may have worked in excess of his/her regularly scheduled shift.

**6.04** Distribution of Overtime  
Overtime shall be distributed as far as is  
reasonable and practical to the employees performing  
the work to be done to the extent of hours  
allotted to that shift. The distribution shall be  
made on the basis of seniority and department  
on a specific shift and by specific departmental job  
classifications on that shift. Any errors in the distribution  
of overtime will be corrected by the first  
employees available to work on that shift in  
their job classification, in their department and shift, until

such time as the error is corrected. This procedure for correcting errors is based on the perpetual float concept mentioned above.

When the company needs to ask for overtime from employees outside of the job classification it will do so as far as is reasonable and practical from among employees qualified to perform the overtime work available in order of seniority, on a specific shift, up to the maximum number of hours allowed by law on a perpetual float basis. The selection of employees will be based on employees who have signed a voluntary overtime list agreeing to work overtime outside of their job classifications. It is understood employees on modified duties are not entitled to work overtime outside of their job classification. It is agreed that the preceding sentence cannot be used to support an argument that employees on modified duties are entitled to overtime opportunities as it applies to the first paragraph of Article 6.04. Any errors in the assignment of such overtime will be corrected by offering the affected employees the opportunity to work available overtime outside their job classification as it becomes available, until such time as the error is corrected. This procedure for correcting errors is based on the perpetual float concept mentioned above. It is understood and agreed that any employee accepting overtime assignments outside his job classification shall be paid the rate of the job classification where the overtime is being performed, notwithstanding anything that may be to the contrary in the collective agreement.

In the event that overtime is required, the Company will first attempt to have the work done on a voluntary basis by employees normally performing the work.

In the event that it is unable to fill the necessary work assignments by this method, the Company will be free to direct overtime as required up to a maximum of three (3) hours per week per employee or five (5) hours on Saturday.

Employees will be given nine (9) working hours' notice of overtime being scheduled.

Effective date of ratification of the collective agreement (date to be specified), in the event that employees are required to work more than two hours overtime in excess of their regular shift without three hours' prior notice, they shall receive a meal Allowance of \$6.00.

**6.05** If an employee is sent home during the day at the request of the Company so that he/she can come back and work a full or a part of a night shift, the time during the day that the employee would otherwise have worked shall be counted as time worked for the purpose of calculating overtime.

**6.06** Any employee who reports for work at the regular starting time without having been previously notified not to report shall be guaranteed four hours' work ~~or~~ four hours' pay in lieu thereof, except in the event of a fire, electrical failure beyond the Company's reasonable control, major mechanical breakdown or major catastrophe.

**6.07** Employees working the scheduled overtime period (minimum 1 hour) will be allowed a ten-minute paid rest period for up to 2 hours of overtime and a 15-minute paid rest period for overtime of 3 hours or more.

**ARTICLE 7**  
Rest Periods

**7.01** Employees shall be given two, ten (10) minute rest periods - one in each half of their shift.

**ARTICLE 8**  
Seniority

(a) - GENERAL

**8.01** An employee will acquire seniority after he/she has been employed for a period of thirty-five (35) working days within a four (4) month period. Such seniority will date back thirty-five (35) working days from the date he/she acquires seniority and will accumulate thereafter.

Employees will be regarded as probationary employees until they have acquired seniority as above provided. Seniority accumulates during any authorized Leave of Absence.

Students hired as temporary help will remain as probationary employees until they have been continuously employed for a period of fourteen (14) weeks.

**8.02** A seniority list will be established to establish a practical basis of seniority which will tend to insure continuity of employment on jobs or positions in which employees are suited or qualified. Such lists will be posted in each department showing name of employee, classification and date of hiring.

**8.03** Seniority lists shall be supplied by the Company to the Union and kept up to date.

**8.04** An employee will lose seniority for the following reasons:

- (a) If he/she quits voluntarily.
- (b) If he/she is discharged and the discharge is not reversed through the grievance procedure.
- (c) If he/she fails to notify the Company that he/she intends to return to work within two working days of receipt of written notice by registered mail of recall sent to his/her last known address.
- (d) If he/she fails to return to work within five working days of receipt of such written notice of recall.
- (e) If he/she absents himself without leave for two working days except in the case of sickness or non-occupational accident.
- (f) If he/she has not worked for any reason commencing after the effective date of this collective agreement (date to be specified) for a period of twenty-four (24) months or a period equal to his/her seniority - whichever is the lesser. However, in the case of illness or injury commencing after the date of ratification of this collective agreement (date to be specified) an employee having twenty-four (24) months' seniority or more at the time of the illness or injury will be entitled to accrue seniority for a further period of 24 months or a period equal to his/her seniority - whichever is the lesser, but all benefits are suspended during this additional period and the employee will be so notified.
- (g) If an employee has transferred to any position outside the bargaining unit for a period of three (3) months.

**(b) - PROMOTION AND TRANSFER**

**8.05** Promotions or transfers to higher paid jobs or to better jobs with equal pay will be based primarily on the skill, ability, and qualifications of the employee concerned, but as between two persons of approximately equal standing based on the above factors, seniority shall

govern. It is agreed that it is inherent in the functions of management to judge the skill, ability, and qualifications of employees, but the Union is entitled to invoke the grievance procedure in order to determine whether or not management has fairly and adequately considered all the relevant facts. All transfers up to a total of 8 hours per month shall be considered temporary and no change in pay will take place. For periods in excess of 8 hours per month the employee will receive the rate for the classification in which he/she is temporarily working providing it is in a higher rate range.

The Company will endeavor to notify the President of the bargaining unit or his/her designate within three (3) working days of the selection of an employee for a permanent promotion and/or permanent transfer.

**8.06** An employee on being transferred to a higher classification shall not receive a rate of pay lower than the rate of pay which he/she was receiving in his/her previous classification immediately prior to his/her transfer. In addition, the new rate may be subject to future adjustments should the deemed level of progression in his/her previous classification, had he/she remained there, result in a higher rate than the present classification. When an employee is transferred to an equal or lower classification he/she will be paid at the same level of the new rate range as the level of progression that he/she had reached in the rate range of the classification from which he/she is transferred, except where the employee has previously worked in and has progressed through the range in the equal or lower classification, in which case he/she will be paid at the top of the rate range of the new classification.

**8.07** All transfers except as a result of lay-off shall be considered permanent after thirty-five (35) working days

and shall be confirmed in writing by the Company to the President.

**8.08** An employee who transfers to a position outside of the bargaining unit shall forfeit his/her right to any further claim to seniority in the bargaining unit after a period of 3 months. Should the employee return to the bargaining unit within 3 months, the employee will retain any seniority previously attained at the time of leaving the bargaining unit; refer to Article 8.04 (g).

Seniority which he or she has accumulated in such supervisory or other positions shall not be counted as service in the plant.

(c) - LAYOFF AND RECALL

**8.09** Seniority shall be applied in the event of lay-off in the manner hereinafter set forth.

**8.10** In the event of a reduction in the work force necessitating lay-off for a period of **more** than five days, employees shall be laid off in the following manner: employees shall be laid off on the basis of their seniority provided that the employees entitled to remain on this basis have the skill, ability, and qualifications to perform the work that is available. All bumping requests must be submitted within 24 hours of layoff notice being posted. In the event of a dispute an equitable trial period not to exceed 3 working days will be arranged providing the employee's safety and company equipment and materials would not be jeopardized. Employee transfers occasioned by this clause will be governed by the provisions of Article 8.06.

In the event of a reduction in the work force necessitating a lay-off for a period of five days or less, employees shall be laid off in the following manner: employees shall be laid off on the basis of their departmental seniority provided that the employees entitled to remain on this basis have the skill, ability, and qualifications to perform the work that is available. For the purposes of this article there will be three departments: Manufacturing, Finishing, and Finished Stores. Such departmental seniority shall apply on no more than two occasions in a calendar year for a department **after** which a reduction in the work force necessitating a lay-off for more than one day will be on the basis of plant wide seniority provided that the employees entitled to remain on this basis have the skill, ability, and qualifications to perform the work that is available.

For a layoff of **8** hours or less, and during-inventory, the Company will endeavour to keep Senior employees to the exclusion of Junior employees. However, it is clearly understood that such Senior employees cannot pick and choose the jobs they want to bump into. The Company will make the determination as to where these Senior employees will be transferred. If such employee does not want to perform the work where the Company **so** transfers him, such employee will have the right to elect layoff.

**8.11** The Company shall give each individual employee five (5) full working days' notice or five days' pay at the regular straight time rate in lieu **of** such notice for a lay-off of more than five working days. For a lay-off of five (5) working days or less, the Company shall give two **(2)** full days' notice or two days' pay at the regular straight time rate in lieu of such notice. **A** copy of the lay-off notice will be given to the Chief Steward at the time employees are notified of the lay-off. The Company shall not be obligated



under this section if the lay-offs are caused by: fire, electrical failure beyond the Company's reasonable control, major mechanical breakdown or major catastrophe.

**8.12** In the event of any lay-off, the five designated officers of the Union, being employees of the Company, shall if they have at least one year seniority with the Company, be retained in the employ of the company during their respective terms of office in the Union notwithstanding their positions on the seniority lists, provided the Company has work available which they are qualified and willing to perform. This provision shall apply only to employees who actually hold the aforementioned Union offices at the time the notice of layoff is given.

**8.13** In the event of recall following lay-off, the employees shall be recalled on the basis of their seniority provided that those entitled to be recalled on this basis have the skill, ability and qualifications to perform the work available.

**8.14** An employee who has been transferred to another job as a result of work shortage necessitating a lay-off of other employees shall, when there is a subsequent increase in the work force whereby his/her old job opens up be required to transfer back to his/her old job before recalled employees are placed.

**8.15** The Company will not engage new employees until all laid-off employees with seniority have been recalled provided there is work which such laid-off employees are qualified and able to perform.

**8.16** It is the responsibility of the employee to keep the Company informed at all times of his/her current address and telephone number.

**8.17** The parties recognize that the company's Supervisors are required to perform certain prototype and set up work within the scope of their supervisory functions. It is the intention of the company that these duties will be kept to a minimum.

**8.18** Effective April 1st, 1997, benefits will continue for one month after layoff for employees with more than four years' seniority. Effective April 1st, 1998, benefits will continue for three months after layoff for employees with more than five years' seniority. Employees' share of cost of dental benefits to be deducted from last payroll.

#### **ARTICLE 9 Job Posting**

**9.01** In the event of a job vacancy in any department, the Company will post such vacancy, and the rate of the job, on the bulletin board for a period of three working days so that any employee in the bargaining unit, if he or she so desires, may apply for such vacancy. The determination and selection of such applicants for the job will be based on the principles set forth in the first sentence of clause 8.05. Any applicant who feels that he or she has been unfairly dealt with may avail himself or herself of the Grievance and Arbitration Procedures. Unsuccessful applicants will, if they so request, be informed in writing whether their applications were rejected on the grounds of skill, ability and qualifications, or whether on the grounds of seniority. Job vacancies will remain posted until such time as they are filled or no longer required.

**9.02** Any employee who has been promoted as a result of an application made pursuant to this Clause may not apply for any further vacancies for a period of three

months, unless it is otherwise mutually agreed to by the Company and the Union.

**ARTICLE 10**  
Grievance Procedure

**UNION REPRESENTATION**

**10.01** The Company recognizes the right of the Union to appoint or otherwise select Stewards to assist employees in presenting their grievances. It is mutually agreed that an employee will not be eligible to serve as a Steward, or as a member of any Union Committee until after he/she has completed his/her probationary period.

**10.02** The Company recognizes the right of the Union to appoint or otherwise select a Grievance Committee of three employees.

**10.03** The Company recognizes that Union officers and Stewards will occasionally require to absent themselves from their regular duties to attend to Union matters.

Before absenting themselves from such duties, such employees will first obtain permission of their Supervisor which will not be unreasonably denied giving such reasonable explanation for their absence as is required. On completion of the Union business they will also report back to their Supervisor before resuming their regular duties.

**10.04** It is clearly understood that Stewards and other Union officers will not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees, and that in accordance with this understanding the Company will compensate such employees for time spent in dealing with employee's grievances at their regular

rate of pay. Compensation will not be allowed for time spent outside of the employee's regular working hours, and the Company reserves the right to withhold payment if the Steward does not conform to the accepted practice when dealing with grievances, or if an unreasonable or abnormal amount of time is consumed in dealing with such matters. Such compensation shall not be paid by the Company in respect of any time spent by employees on grievances after the Arbitration procedure has been invoked. The Company will compensate employees who are members of the Union Negotiation Committee for time spent on negotiations within their normal working hours. This shall not, however, extend to time so spent by these employees after conciliation services have been granted.

#### COMPLAINT PROCEDURE

**10.05 (a)** Should differences or disputes arise between the Company and the Union or any of its members employed by the Company as to the interpretation or the application of the provisions of this Agreement, the Company and the Union agree to attempt settlement of such differences or disputes in the manner hereinafter described.

**10.05 (b)** Any complaint lodged by an employee covered by this Agreement shall be brought by such employee to the attention of the employee's immediate Supervisor. The Supervisor concerned shall answer such a complaint within eight (8) working hours. Should the Supervisor fail to answer within the prescribed period/or should the answer be deemed unsatisfactory, the matter should then be deemed a grievance and processed in writing in the following manner:

#### GRIEVANCE PROCEDURE

First: The grievance shall be reduced to writing and presented to the Supervisor concerned by the employee or his/her Steward. The Supervisor shall answer said grievance in writing within eight (8) working hours. Failure to answer within the prescribed period or having received an answer deemed to be unsatisfactory, the employee and/or his/her Steward may invoke the next step of the Grievance Procedure within a further period of **two** (2) working days.

Second: The grievance shall then be forwarded in writing to the Plant Manager. The Plant Manager shall hand down his/her decision within three (3) working days. Failure to answer within the prescribed period or having received an answer deemed to be unsatisfactory, the aggrieved employee and/or his/her Steward may then within three (3) working days invoke the third step of the Grievance Procedure.

Third: The grievance shall then be forwarded in writing by the Union Grievance Committee to the Vice-president of The Company or his/her delegate. The Vice-president or his/her delegate will convene a meeting for the purpose of discussing the grievance within five working days from receipt of grievance. At this stage a field representative of the National Union may be present at any meeting held between the Company and Grievance Committee, if requested by either party. The Vice-president or his/her delegate shall render his/her decision in writing within five (5) working days of this meeting. Failing a satisfactory settlement at this stage, either party may invoke the arbitration procedure as hereinafter set out within a period of fifteen (15) working days of the Vice-president's or his/her delegate's decision.

All the time limits referred to in the foregoing grievance procedure may be extended by the parties by mutual agreement.

Any grievance not filed with the Supervisor within twelve (12) working days after the occurrence which is the basis of the grievance shall be deemed to have been waived, and shall not be considered. Failure to take any successive step herein provided for within the specified period from the time written decision on the grievance is presented to the aggrieved employee or his/her representative shall be deemed an acceptance of such decision as final.

**10.06** The grievor may be present at any stage of the grievance or arbitration procedure at the request of either party.

#### ARTICLE 11 Management Grievance

**11.01** It is understood that the Company may bring forward at any meeting held with the Grievance Committee any complaint or grievance with respect to the conduct of the Union, its officers, committee persons, or with respect to the conduct of the employees generally, and that if such complaint or grievance is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration in the same way as the grievance of an employee.

#### ARTICLE 12 Arbitration

**12.01** A dispute, grievance or difference involving a violation of this Agreement that cannot be satisfactorily settled between the parties, or grievances based on discharges, may be submitted to arbitration.

**12.02** The party requesting arbitration shall do so in writing addressed to the other party, and at the same time appoint an arbitrator. Within five (5) working days thereafter the other party shall appoint an arbitrator, and the two arbitrators so appointed shall endeavour to settle the matter at issue. In the event that the two arbitrators are unable to settle the grievance within five (5) working days after their appointment or agree on a third arbitrator as Chairman, then either party may request the Minister of Labour of the Province of Ontario to appoint such a Chairman. Each of the parties hereto will jointly bear the expenses of the Chairman. The Arbitration Board appointed as above shall not have any jurisdiction to alter or change any of the provisions of this Agreement, or to substitute any new provision in lieu thereof nor to give any decision inconsistent with the terms and provisions of this Agreement.

**12.03** It is the desire of the Company and the Union that the Board shall meet within seven (7) days after the appointment of the Chairman.

**12.04** The decision of the majority of the Board will be final and binding upon the parties hereto, and should be rendered as rapidly as the Chairman considers practical. In the absence of a majority decision the decision of the Chairman shall rule.

**12.05** By mutual agreement of the arbitrators, the period of the time above stated may be extended.

**ARTICLE 13**  
Discharge and Suspension Grievances

**13.01** A claim by an employee who has passed his/her probationary period that he/she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged with the Plant Manager within five (5) working days after the employee ceases to work for the Company or after he/she has been suspended, as the case may be, and all steps of the Grievance Procedure previous thereto shall be omitted in such cases.

**13.02** Such special grievances may be settled by confirming the management's action in dismissing the employee by reinstating the employee with full compensation for time lost, or by any other arrangement which may be deemed just and equitable in the opinion of the conferring parties or in the opinion of a Board of Arbitration if the matter should go to Arbitration.

**ARTICLE 14**  
Plant Holidays

**14.01** Whenever any of the following plant holidays fall on a standard work day, Monday to Friday inclusive, on which the employee would otherwise have worked, the Company will pay eligible employees a day's pay for the plant holiday without requiring the employee to render service on that day. An employee is eligible for this payment who has thirty-five (35) working days or more continuous service with the Company and has worked his/her regular authorized shift upon the working day next preceding such holiday, and also his/her regular authorized shift upon the first working day succeeding such holiday, and if his/her absence on either or both of these days is due to illness or injury that commenced within the ten (10) working days immediately preceding the holiday or is due



to a layoff or an authorized leave of absence that commenced within the five (5) working days immediately preceding the holiday. It is also understood that an employee will not be disqualified from receiving holiday pay by reason of absence of four hours duration or less from work, on the said days preceding and succeeding the holidays if the absence is for good and sufficient reasons in the opinion of the Company. In the case of sickness on either or both such days, a doctor's certificate may be required. In the case of emergencies beyond the employee's control proof of such emergency may be requested.

The company will make every effort to have the Christmas Holiday pay cheques available in the last pay period before Christmas and will continue its practice of taking individual circumstances into consideration.

**14.02** The holidays to which the provisions of this Article apply are:

New Year's Day	Thanksgiving Day
Good Friday	<u>Monday Closest to Remembrance Day</u>
Victoria Day	Day Before Christmas Day
<u>Canada Day</u>	Christmas Day
Civic Holiday	Boxing Day
Labour Day	Day Before New Year's Day

In the event that Heritage Day is proclaimed as a holiday, Remembrance Day will be deleted as a holiday.

**14.03** If an employee is required to work on any of the above-mentioned plant holidays, he/she will be paid at time and one half rates in addition to his/her holiday pay.

**14.04** Should any of the aforementioned holidays fall on a Saturday or Sunday, it shall be considered to have been declared the following Monday for purposes of pay, or such other day as is substituted by local decree.

**14.05** If one of the aforementioned holidays occurs during a vacation period of an employee, that employee shall be entitled to an extra day's vacation with pay, to be taken at a mutually agreeable time.

#### **ARTICLE 15 Vacations**

**15.01** Each employee who, as of June 30 of the year, has been in the service of the Company one (1) year or more shall receive at least two (2) weeks' vacation with pay equal to 4% of the employee's total earnings for the previous year ending June 30. For purposes of calculating vacation pay, employee's earnings will not be affected by illness up to twenty (20) working days or by authorized leave of absence up to twenty (20) working days.

**15.02** Each employee who, as at June 30th, has been continuously in the service of the company for five (5) years or more, shall receive three (3) weeks' vacation with pay equal to 6% of the employee's total earnings for the previous year ending June 30th.

**15.03** Effective July 1, 2004, each employee who, as at June 30th, has been continuously in the service of the company for 10 years or more shall receive four (4) weeks' vacation with pay equal to 8% of the employee's total earnings for the previous year ending June 30th.

**15.04** In addition to the above, each employee who, as at June 30th of each year, has been continuously in the

service of the Company for a period of from 21 to 22 years shall receive the following:

- 1 day for 21 years' service
- 2 days for 22 years' service

For the purpose of calculating vacation pay one (1) day vacation yields pay of 0.4% of the employee's total earnings for the previous year ending June 30th. This article does not apply to employees hired after January 1, 1992.

**15.05** Each employee who, as at June 30th of each year, has been continuously in the service of the company for twenty-three years (23) or more shall receive five (5) weeks' vacation with pay equal to 10% of the employee's total earnings for the previous year ending June 30th.

**15.06** Each employee who, as at June 30th of each year, has been continuously in the services of the company for thirty years (30) or more shall receive six (6) weeks' vacation with pay equal to 12% of the employee's total earnings for the previous year ending June 30th. This article does not apply to employees hired after January 1, 1992.

**15.07** For the purposes of determining vacation entitlement continuity of service shall not be considered interrupted by lay-offs for periods not exceeding sixty (60) working days because of lack of work,

**15.08** The vacation period allotted to each employee will be established by the Management within the calendar year, and vacation periods will be such that they will cause the minimum of interference with the plant operation.

**15.09** Each employee will choose their vacation by April 1st of each year by department seniority. If an employee has not requested their vacation by April 1st, their vacation request will be granted by availability in their department. All vacations must be taken by March 31st of the following year. If an employee has not chosen their vacation by December 1st of each year, the Company may assign the employee's vacation.

Vacation pay will be paid on the payday prior to their scheduled vacation.

**ARTICLE 16**  
Smoking at Work

**16.01** Smoking is prohibited in all areas of the plant and office.

**ARTICLE 17**  
Wash-up Time

**17.01** The Company will allow a period of three (3) minutes for the purpose of washing up immediately prior to the end of each day's shift.

**ARTICLE 18**  
Health and Safety

**18.01** The Company shall continue to provide and maintain sanitary conditions in the plant and provide proper safety devices and training where required. The Company, all employees and the Safety Committee are jointly responsible for identifying and eliminating conditions considered to be hazardous to the health and welfare of employees. All employees are responsible for reading, understanding, and observing the company Health and

Safety rules as published and distributed to all employees and the Occupational Health and Safety Act of Ontario.

**18.02** The following personal protective equipment is provided by the company under the following conditions:

### **Safety Shoes**

Effective June 27", 2006:

New employees must provide their own safety shoes.

Safety shoes must also be worn at all times when on company property or company business. Safety shoes may be worn away from the plant, but the employee is responsible for replacement if lost or stolen and for keeping safety shoes or boots in proper repair.

The Company will approve safety shoes up to the cost of \$100/pair. The company will pay 100% the first \$50.00 of the cost of repair or replacement of safety shoes and will pay for up to 75% the second \$50.00 of the cost of repair or replacement of safety shoes, only after one (1) year's use of these, or sooner when the safety committee deems it necessary.

For example, if the total cost of repair or replacement is \$60.00, the employee would get back \$57.50 (\$50.00 + \$7.50 = \$57.50).

Should more than one replacement be required within a calendar year due to working conditions in the painters' and maintenance departments, the company will pay the full cost of such additional approved replacement.

### **Safety Glasses**

Safety glasses will be provided by the company where necessary but will be replaced by the employee if lost, damaged or destroyed through carelessness of the employee. The company will pay the cost of prescription safety glasses according to the J.H.S.C. policy statement of Oct. 21/94. Safety glasses must be worn at all times on company premises excepting the lunch room, washrooms and office areas.

#### Hard-hats

Hard-hats will be provided by the company to employees working in the Plating, Painting and Steel Receiving Departments. These hard-hats must be worn at all times when the employee is working under the hoists or monorails.

At least ~~two~~ (2) members of the Committee shall be certified.

#### Optional Equipment

Additional optional protective equipment as recommended by the J.H.S.C. is available for various working conditions. Check with the J.H.S.C. or the Personal Protective Equipment Chart for details in your work area. Optional equipment requested must be worn at all times when on the job.

**18.03** There shall be a Joint Health & Safety Committee maintained as outlined in the Ontario Occupational Health and Safety Act. The committee shall consist of six (6) members - three (3) selected by the Union and three (3) by the Company.

### ARTICLE 19 Bulletin Boards

**19.01** The Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

**ARTICLE 20**  
**Leave of Absence**

**20.01** The Company may grant leave of absence to employees retroactively or otherwise for legitimate reason including: illness, accident or to transact personal or Union business. Any request for leave of absence shall not be unreasonably refused. Such permission for leave of absence shall be confirmed in writing by the Company.

**20.02** Any two (2) employees elected to a Union position, or selected by the Union to do work which takes them from their employment with the Company shall, upon the written request of the Union, receive a temporary leave of absence without pay for the period required for the purpose of attending to such work.

Under no circumstances will such leave total more than twenty (20) working days in the calendar year for an employee, and the Company reserves the right to refuse such leave to a specific employee if the granting of it would seriously interfere with production.

Such written request to be submitted to the Supervisor five (5) days prior to the leave of absence except in the case of an emergency.

**20.03** The Company will provide leave of absence for pregnancy as provided by the Employment Standards Act.

**ARTICLE 21**  
**Shift Premium**

**21.01** There shall be a **shift** premium of forty-five cents (45¢) per hour for work performed on the evening shift, and effective April 1, 2003, the premium for work performed on the afternoon shift will increase to forty-five cents (45¢) per hour.

**ARTICLE 22**

Transportation for injured Employees

**22.01** Transportation will be furnished by the Company to and from the Doctor, Hospital, or Home, to any employee injured in the plant, when it is necessary for the employee to leave the plant to receive proper medical attention. Such employee shall be paid average earnings for the company approved lost time.

**ARTICLE 23**

Rules and Regulations

**23.01** The employees agree to comply with reasonable plant rules and regulations as posted on bulletin boards or distributed to employees.

**23.02** It is understood that the Company has the exclusive right to continue the present rules and regulations, and to make and alter rules and regulations from time to time, but it is understood and agreed that such rules and regulations will not be inconsistent with the terms of this Agreement.

**23.03** The Company agrees to furnish the Union with a copy of its rules and regulations, and to keep the Union informed of any changes or additions thereto.



**23.04** When it becomes evident that a written warning is necessary because of a breach of company rules and procedures, the department Steward shall be present at a meeting between the employee and the Company official prior to the issuing of the warning.

If the department Steward is not available, then the Chief Steward or his/her designate shall be present at a meeting between the employee and the Company official prior to the issuing of the warning.

#### **ARTICLE 24** **Jury Duty**

**24.01** An employee who is called for or serves on a Jury shall receive from the Company the difference between his/her pay as a juror and his/her regular rate with the Company during such period of jury duty which falls within the normal working day, provided that if the plant is working on short time such employee shall receive the difference if any based on the number of hours actually **lost**.

#### **ARTICLE 25** **Bereavement Pay**

**25.01** When an employee is absent from work on a regular work day to attend the funeral of an immediate relative, he or she shall be paid for eight (8) hours at his or her regular rate of pay for each day of such absence up to a maximum of three (3) consecutive regular work days.

For the purpose of this clause, an immediate relative shall be defined as follows: father, mother, mother-in-law, father-in-law, husband, wife, sister, brother, child, brother of

spouse, sister of spouse, step-child, grandparents, grandparents of spouse, or grandchildren. In addition, when an employee is absent from work on a regular work day to attend the funeral of step-parents, he or she shall be paid for eight (8) hours at his or her regular-rate of pay.

It is agreed that spouse will include a common-law spouse. For the purpose of this Article, a common-law spouse shall be one who has been living with the employee in a marriage relationship for at least one year and prior to the request for bereavement leave has been vouched for in writing previously by the employee. An employee will only be involved in one marital relationship, whether legalized or common-law, at any one time.

Where an employee is absent from work on a regular work day and loses pay to attend a memorial service for any of the aforementioned relatives, he or she shall be reimbursed at his or her regular rate of pay for his or her regular hours lost up to a maximum of eight (8) regular hours.

Provisions of this article shall not apply to employees then receiving other company benefits such as vacation pay, sickness and accident payments or on an authorized leave of absence without pay for any reason.

An employee will not be entitled to receive under this Article - bereavement pay in respect of a day for which he or she is receiving holiday pay.

**25.02** To qualify for bereavement pay as above written, the employee concerned must attend the funeral or funeral services of the deceased relative.

**25.03** When extra travelling time is involved in order to comply with 25.01 and 25.02 above, an extended leave of absence without pay may be granted.

**ARTICLE 26**  
General

**26.01** Employees acting as blood donors without remuneration when participating in a Company sanctioned Blood Clinic will be allowed the balance of the half shift off with pay at the regular straight time pay.

**26.02** An employee's regular hourly rate shall be marked by the Company on such employee's pay slip.

**26.03** After six (6) months' continuous service all hourly rated employees will be allowed to participate in the company paid group welfare plan as detailed in the Employee Benefit Booklet dated March 2004. In addition, effective July 1<sup>st</sup>, 2006, life insurance benefits are increased to \$35,000. LTD benefits are \$1,500.00 per month.

After three (3) months' continuous service, the company will provide a weekly indemnity plan which will provide 66-2/3% of weekly earnings or the equivalent of E.I. benefits, whichever is greater, effective first day of accident, fourth day of illness, first day of hospitalization.

To receive benefits, the employee must be unable to perform his/her own or a substitute job and not engage in any outside occupation or employment for wage and/or profit and be receiving proper medical care acceptable to the company's appointed medical practitioner.

Weekly indemnity is not payable during a leave of absence, while incarcerated, when not receiving proper medical treatment, or while absent from normal place of residence.

Weekly Indemnity is not payable in circumstances-arising from intentional self-inflicted injuries or while committing a criminal offence.

The waiting period for the reoccurrence of the same disability will be three months, during which time the original claim is continued.

It is agreed, the Group Insurance and Hospitalization benefits in effect at the signing of this Agreement shall not be changed during the life of this Agreement, without the consent of the Union.

**26.04** The Company will make contributions to the Wilson (hourly rated) Retirement Annuity Plan in accordance with the terms and conditions of the Plan. It is agreed that the pension plan in effect at the signing of this Agreement shall not be changed during the life of this Agreement without the consent of the Union.

Pension plan benefits for every year of future service, based on employee deduction of \$15.00 per week, will be increased as follows:

January 1/2007 to \$34.00/month

January 1/2008 to \$35.00/month

January 1/2009 to \$36.00/month

**26.05** In the event of any of the provisions contained in this Agreement becoming inoperative by reason of law or lawful regulations promulgated under the Minimum Wage or other laws, then the Company and the Union will

promptly confer and mutually agree upon the necessary changes.

**26.06** Employees will be paid during the second half of their shift on Thursday at their job posts.

**26.07** Dental Plan - The Company will pay 75% and the employee 25% of the cost of the plan based on:

Effective June 27/2006 -The 2004 O.D.A. schedule of fees

Effective April 1/2007 - The 2005 O.D.A. schedule of fees

Effective April 1/2008 -The 2006 O.D.A. schedule of fees

Recall for general check-up and cleaning limited to once per nine (9) months.

#### ARTICLE 27

##### Cost of Living Allowance

**27.01** Effective April 1st, 2006, a cost of living allowance will be triggered after the C.P.I. (1981 = 100) has increased by 5% from the April 2006 index published May 2006. Payments to be made on the basis of one cent (1¢)/hour for each .5 increase in the C.P.I. (1981 = 100).

Effective April 1st, 2007 no additional payments will be made until the C.P.I. has increased a further 5% from the April 2007 index at which time payments will be made on the basis of one cent (1¢)/hour for each .5 increase in the C.P.I. (1981 = 100).

Effective April 1st, 2008, no additional payments will be made until the C.P.I. has increased a further 5.5% from the April 2008 index at which time payments will be made on

the basis of one cent (1¢)/hour for each .5 increase in the C.P.I. (1981 = 100).

No additional payments to be made after April 1st, 2009

All adjustments to be made in the first pay period following publication of the monthly index.

The amount of any cost of living allowance in effect will not be incorporated in the base wage rates but will be paid in respect of each hour worked. The allowance will not be included in the computation of overtime premium. The allowance will be included in the computation of the employee's earnings for the basis of holidays, vacation, workers' compensation, and weekly indemnity payments.

#### ARTICLE 28 Schedules

**28.01** Attached hereto as Schedule "A" and forming part of this Agreement is a schedule of job classifications and ranges of wage rates effective for the duration of this Agreement.

#### ARTICLE 29 Termination

**29.01** The agreement shall be effective as from April 1st, 2006, and shall remain in force until March 31st, 2009.

**29.02** It shall continue in force from year to year ~~thereafter~~ unless notice is given by one party to the other not more than ninety (90) nor less than thirty (30) days prior to the termination date or anniversary date of any subsequent extension that it is desired to terminate or amend the Agreement.

**29.03** If notice of amendment or of termination is given as above provided, the parties agree to meet within twenty (20) days after giving of such notice for the purpose of negotiation if requested to do so. The term of this Agreement may be extended beyond the termination date by mutual agreement between the parties.

In witness whereof this Agreement is executed by the duly authorized officers and representatives of the parties this 1st day of April, 2006.

**For the Company:**

\_\_\_\_\_  
J. Allen  
V.P., Manufacturing

\_\_\_\_\_  
Terry Churchmuck

**For the Union:  
Local Committee-**

\_\_\_\_\_  
James Wray

\_\_\_\_\_  
Irene Lobo

\_\_\_\_\_  
Clive Williamson

**National Representative:**

\_\_\_\_\_  
Joel Carr

**A. 1A**

LETTER OF UNDERSTANDING  
BETWEEN  
J. A. WILSON DISPLAY LTD.  
AND  
COMMUNICATIONS, ENERGY, AND PAPERWORKERS  
(C.E.P.) AND ITS LOCAL 565

---

The parties to this Letter of Understanding agree that this letter forms part of the Collective Agreement between the parties covering the period April 1, ~~2006~~ to and including March 31, ~~2009~~, even though it will not be shown in the Collective Agreement.

The following, classified as Powder Painters, will be paid at the following rates notwithstanding anything that may be to the contrary in the Collective Agreement.

	RATE		RATE	
RATE				
<u>NAME</u>	<u>APR. 1/06</u>	<u>APR. 1/07</u>	<u>APR. 1/08</u>	
Owen Sears	18.69-19.29	19.25-19.86	19.92-20.55	
Mike Hoernicke	18.69-19.29	19.25-19.86	19.92-20.55	
Danilo Lopez	18.69-19.29	19.25-19.86	19.92-20.55	

They will continue to be paid at these rates as long as they are permanently classified as Powder Painters.

The following employees, classified as Powder Painter Set-up, will be paid at the following rates notwithstanding anything that may be to the contrary in the Collective Agreement.



## 1A (cont'd)

<u>NAME</u>	<u>RATE</u>	<u>RATE</u>	<u>RATE</u>	<u>APR. 1/08</u>
	<u>APR. 1/06</u>	<u>APR. 1/07</u>		
Ty Tran	19.46	20.04	20.74	

He will continue to be paid at these rates as long as he is permanently classified as Powder Paint Set-up.

It is understood that lead hand premiums, if applicable, are on top of these rates.

AGREED THIS 1<sup>ST</sup> DAY OF APRIL, 2006.

For the Company    For The Union

John Allen        Joel Carr  
Terry Churchmuch    James Wray  
Irene Lobo  
Clive Williamson

# 1B

LETTER OF UNDERSTANDING  
BETWEEN  
J. A. WILSON DISPLAY LTD.  
AND  
COMMUNICATIONS, ENERGY, AND  
PAPERWORKERS (C. E. P.)  
AND ITS LOCAL 565

---

The parties to this Letter of Understanding agree that this letter forms part of the Collective Agreement between the parties covering the period April 1, 2006 to and including March 31, 2009, even though it will not be shown in the Collective Agreement.

The parties to this Letter of Understanding agree that employees and students hired after April 1, 1997 as general labour in non set-up classifications shall be paid at a rate of:

\$10.50 per hour effective June 27, 2006, and remain as probationary employees for 12 weeks.

During the 12-week probationary period, these employees will be classified as General Factory Help. After the 12-week probationary period, these new employees will gain seniority and will only be reclassified by way of the job posting system.

AGREED THIS 1<sup>ST</sup> DAY OF APRIL, 2006.

**ii. For the Company For  
The Union**

John Allen  
Terry Churchmuck

Joel Carr  
James Wray  
Irene Lobo  
Clive Williamson

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**SCHEDULE "A"**

**SHIFT PREMIUM**

Afternoon shift 45¢ per hour  
Evening shift 45¢ per hour

**LEAD HAND RATE** 60¢ per hour

**AUTOMATIC PAY INCREASE**

Automatic increases in the range of rates from the minimum of each rate based on the length of time that an employee has been employed on a particular job classification shall be as follows:

10¢ per hour after three months, 10¢ per hour after six months, 10¢ per hour after eight months, 10¢ per hour after ten months, and to the top of the range after 12 months.

<b>Group Classifications</b>	<b>Apr. 1/06</b>	
<b>51A Acetylene &amp; Arc Welder - 1</b>	17.93-18.53	
Able to use acetylene, arc, and 'mig' welding equipment. Must be able to read drawings and standard measuring gauges and fit up.		
<b>51B Acetylene &amp; Arc Welder - 2</b>	16.83-17.47	
Repetitive welding for mechanical strength; under supervision		
<b>52A Bench Hands Set-up and Operate-1</b>	16.83-17.42	
Bench machines, such as drills, hand-brakes, bending machines, etc. Must be able to read drawings and standard measuring gauges and work with minimum of supervision		
<b>53A Tigwelder - II</b>	18.63-19.42	
<b>54 General Factory Help</b>	14.02-14.58	
For unskilled work in any department.		
<b>55A Machine Operator</b>	16.21-16.85	
Operate power brake punch press, shears, spot welder, turret lathe, etc., Repetitive work under supervision		
<b>55B Spotweld &amp; Arc Weld</b>	16.62-17.25	
Must to be able to set up and spotweld uprights on automatic machine and arc-		

<b>Group Classifications</b>	<b>Apr. 1/06</b>	
weld fitter.		
<b>56 Packers</b>	<b>15.99-16.58</b>	
Pack a variety of articles in certain cartons under supervision and operate carton stitcher.		
<b>57A Maintenance Mechanic</b>	<b>23.47-24.27</b>	
Performs general maintenance & repairs to all company machinery & equipment requiring a high degree of skill and knowledge in mechanics, hydraulics, electrics, electronics, and plumbing.		
<b>57B Maintenance Mechanic</b>	<b>18.69-19.28</b>	
Performs general maintenance and repairs to all company machinery and equipment. Knowledge of mechanics, hydraulics, electrics and plumbing.		
<b>57C Maintenance Helper</b>	<b>16.20-16.85</b>	
General building and machine maintenance under supervision.		
<b>59B Polisher &amp; Buffer – 2</b>	<b>16.49-17.17</b>	
Able to do finishing and polishing and buffing on ferrous and non-ferrous materials to prepare metals for plating.		
<b>60 Punch Press Set-up and Operator</b>	<b>17.70-18.31</b>	
Set up and make safe all punch press dies with minimum of supervision. Must be able to read drawings and standard		

<b>Group Classifications</b>	<b>Apr. 1/06</b>	
measuring gauges.		
<b>61A Receiver-Shipper, Stockkeeper – 1</b> Receives, ships and stocks all incoming and outgoing material to prescribed method, with minimum of supervision. Must be able to read assembly drawings.	17.00-17.65	
<b>61B Receiver-Shipper, Stockkeeper – 2</b> General handling of materials as required under supervision.	15.99-16.58	
<b>62A Spotwelder Set-up &amp; Operator – 1</b> Must be able to set up and operate, make first class weld, regulate heat and pressure and maintain points, etc. Must be able to read drawings and standard measuring gauges.	17.60-18.20	
<b>62B Spotwelder Set-up &amp; Operator – 2</b> Must be able to set up and operate, make first-class weld, regulate heat and pressure and maintain points, etc.	17.06-17.70	
<b>63 Turret Lathe Set-up &amp; Operator</b> Variety of work involving ordinary tool setting commercial tolerances. Select speed feed. Must be able to read drawings and standard measuring gauges and sharpen tools.	18.36-18.99	
<b>64 Power Brake Set-up &amp; Operate</b>	18.43-19.08	

Group Classifications	Apr. 1/06	
Able to set up and make a brake within close tolerances and operate to standards. Must be able to read drawings and standard measuring gauges.		
<b>65 Power Shear Set-up &amp; Operate</b>	17.70-18.31	
Able to set up and shear metal to standards and required tolerances with minimum of scrap metals. Must be able to read drawings and standard measuring gauges.		
	16.89-17.51	
<b>67 Truck Driver</b>	16.68-17.23	
Must know city and make deliveries in short time. Able to report maintenance requirements of truck equipment. Uniform provided.		
<b>68A Tool Maintenance &amp; Prototype Machinist - 1</b>	19.75-20.59	
Lay out, construct and repair ordinary tools, dies and jigs to close tolerances. Able to do own layout and development		

Group Classifications	Apr. 1/06	
	18.69-19.28 18.69-19.28	
	18.10-18.79	
<b>69B Powder Painter</b> Able to produce a quality finish under supervision.	16.21-16.85	
<b>70 Wire Set-Up</b> Set up and operate automatic wire cutters, wire benders, wire spot welders, etc. Must be able to read drawings and standard measuring gauges and work with minimum of supervision.	17.93-18.62	
<b>72 Powder Brake Operator</b> Able to operate and make a brake within close tolerances and operate to	16.59-17.22	



<b>Group Classifications</b>	<b>Apr. 1/06</b>	
	<b>23.85-24.68</b>	
<b>73B Tool &amp; Die Maker - 2</b>	<b>20.93-21.44</b>	
Plan layout and construct a wide variety of tools, dies, fixtures and gauges to very close tolerances. Perform development work, layout and difficult toolroom machine operations. Works with little supervision.		
<b>82 Inspect &amp; Pack</b>	<b>14.02-14.58</b>	
Inspect auxiliary parts where necessary and pack in standard carton.		
<b>83 Bench Assembly</b>	<b>14.02-14.58</b>	
Assemble metal parts, drill and tap under supervision, operate simple machines.		
Confirms routing and makes out bill of lading on shipments, completes receiving		

<b>Group Classifications</b>	<b><u>Apr. 1/06</u></b>	
reports on incoming materials and performs general shipping office filing under supervision. Checks freight bills.		
<b>86 Paint Line Helper</b>	<b>14.88-16.27</b>	
Load and unload parts to paint line conveyor, inspect and pack in carton.		
<b>87 Plant Sweeper</b>	<b>15.71-16.27</b>	