

Canadian Blower/ Canada Pumps Limited KITCHENER, ONTARIO

AND THE

United Steelworkers of America Local 3534

**DATED: 1993** 

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#### AGREEMENT

Made this 16th day of August, 1993

between

## CANADIAN BLOWER/CANADA PUMPS LIMITED

hereinafter referred to as "The Company"

and the

#### UNITED STEELWORKERSOF AMERICA

hereinafter referred to as "The Union", on behalf of itself and members of Local 3534.

It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relations between the employer and the employee and to set forth the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

It is also the intent of the parties to secure and sustain maximum productivity per employee during the terms of this Agreement. Consistent with the principle of a fair day's work for a fair day's pay, the Union re-emphasizes its Agreement with the object of achieving the highest level of employee performance and efficiency consistent with safety, good health and sustained effort, and agree that the Union, its agents and its members will not take, authorize or condone any action which interferes with the attainment of this objective.

NOW THEREFORE THIS AGREEMENT WITNES-SETH that the parties hereto agree as follows:

## **Union Recognition**

- **1.01** The Union is recognized by the Company as the sole bargaining agency for all its employees below the rank of foreman, save and except office and clerical help, plant security officers and watchmen.
- 1.02 There shall be no discrimination or intimidation of any sort either by the Company, the Employees, or the Union by reason of any activity or lack of activity, past, present or future, of any employee with or in respect to trade union activity.
- 1.03 Foremen or supervisors shall not perform work normally performed by employees in the bargaining unit. There shall not be restrictions upon the work performed by foremen or supervisors in the instruction and/or training of employees, experimental work or emergencies, affecting the safety of persons or equipment.
- 1.04 The union agrees there will be no Union activity during working hours except that which is necessary in connection with the handling of grievances. Union officers, however, shall not leave their work without obtaining the permission of their foreman, or immediate supervisor. The Company agrees permission shall not be unreasonably withheld. Upon resuming their work, they shall report back to their foreman or immediate supervisor.
- 1.05 Day shiftpreference is provided for the Union President, the Vice President, the Financial Secretary and the Union Treasurer.

## Maintenance of Membership and Check Off

- 2.01 All present employees who are or who become members of the Union shall remain members of the Union as a condition of employment during the life of this Agreement.
- 2.02 New employees shall become members of the Union.
- **2.03** The Company agrees to deduct from the pay of each employee covered **by** this Agreement, Union initiation fees and dues, in accordance with the constitution of the United Steelworkers of America, and to transmit **by** cheque regularly each month to the International Treasurer of the United Steelworkers of America a full amount of the dues so collected.
- 2.04 The Union and **the** Company **agree**, subject to government requirements, that the Company will indicate the total Union dues deducted from **the** pay of each employee during the calendar year on the employee's T-4 slip for income tax purposes.

## ARTICLE 3

#### Hours of Work and Overtime

3.01 Regular hours of work shall normally be five 8-hour days, -day shift 7:30 a.m. to 4:00 p.m., with one-half hour for lunch from 12:00 noon to 12:30 p.m. Monday to Friday inclusive. Night shift, regular hours of work shall normally be four ten (10) hour days paid at the standard hourly rate fixon 4:00 p.m. to 2:30 a.m. with one-half bur for lunch from 10:00 p.m. to 10:30 p.m., Monday through Thursday inclusive.

When a three shift operation is utilized the first shift shall

consist of eight (8) hours per day with an unpaid lunch period. The second and third shift shall consist of eight (8) hours per day including a fifteen (15) minute paid lunch.

The normal starting times for these shifts shall be as follows:

 1st shift
 7:00 a.m. to 3:30 p.m.

 2nd shift
 3:15 p.m. to 11:15 p.m.

 3rd shift
 11:15 p.m. to 7:15 a.m.

When a three shift operation is utilized the Company will provide two (2) weeks notice on the start up of a changed shift and provide one (1) week notice on the discontinuance of the changed shift.

**3.02** The Company will schedule a ten (10) minute rest period in each half of each full shift.

- 3.03 A three-minute wash-upperiod shall be permitted at three minutes before quitting time of each half and full shift. Employees shall not leave their places of work for the purpose of washing up until the appropriate signal has been given.
- 3.04 (a) The Company shall give notice of overtime as far in advance as is practical. The Company will provide notice of weekend overtime prior to the end of the shift on Thursday. It is understood that unforeseen or emergency overtime may not allow for advance notice to be given. Failure to give notice prior to the completion of the previous shift will not count against an employee for the purpose of overtime distribution.
- (b) Overtime work shall be distributed fairly among those employees normally performing the work in the particular department. Overtime records shall be kept by the Company and these records shall be available for review by employees in their department.

- (c) Employees who fill posted job vacancies shall assume the highest number of overtime hours worked in that job classification within that department.
- (d) When an employee is temporarily transferred from his regular job for one shift or more, he shall then be considered as a person that normally performs the work on the job to which he has been transferred for the purpose of assigning overtime. In the case of a **two-shift** operation, both shifts will be considered separate in assigning overtime. For the purpose of fairly assigning overtime where **additional** overtime is necessary, then the second shift person would be assigned overtime hours to be worked on Friday of that week.
- 3,05 (a) Time and one-half shall be paid for all overtime in excess of eight (8) hours in any one day except **as** noted in 3,05 (b).
- (b) Time **and** one-half shall be paid to employees working on the night shift for all hours worked in excess of ten (10) hours but less than eleven (11) hours in any one  $d_{\overline{e}y}$ , and for hours worked on Friday and Saturday. Double time shall be paid after eleven **(11)** hours has been worked on any day, Monday to Saturday, inclusive.
- (c) Double time shall be paid after eleven (11) hours has been worked on any day Monday to Saturday inclusive.
- (d) Time and one-half shall be paid for all overtime hours worked on Saturday except as noted in 3.05 (b).
- (e) Double time shall be paid for all hours worked on Sunday.
- 3.06 An employee who has already left the premises of the Company after completion of his scheduled shift and who is

recalled for work by the Company shall be paid applicable rate for all hours worked up to the starting time of his next scheduled shift, but in any event, he shall be paid not less than a minimum of four (4)hours' pay.

3.07 An employee who is required by the Company to work in excess of three (3) hours overtime at the end of his shift, will receive a **real** allowance of \$4.00. This provision will not apply if the employee receives notice of such overtime hours prior to the completion of his previous shift.

 $3.08\,$  Nothing of this article shall constitute a guarantee by the Company of hours of work per shift or per week to any employee.

## **ARTICLE 4**

## Statutory or Public Holidays

 $\boldsymbol{4.01}$  The following Statutory or Public Holidays will be observed:

New Year's Day
Second Monday in February
Good Friday
Victoria Day
Dominion Day
Civic Holiday
Labour Day
Thanksgiving Day
afternoon before Christmas
Christmas Day
Boxing Day
afternoon before New Year's Day
floater holiday

The floater holiday for the term of this Agreement shall be **Wednesday**, December 29, 1993. The floater holiday for 1994 will be **agreed** upon between the Company and Union Committee and posted when the day is decided upon.

All time worked on any of the holidays listed above shall be considered overtime and paid at the **rate** of double time.

- **4.02** Employees will be paid holidays as listed above, at the regular base pay or the rate an employee is being paid at the time of the holiday if on a temporary transfer for **a** continuous period of one month at the time of the holiday of eight **(8)** hours for a day or four **(4)** hours for anafternoon. Night **Stift** ten (10) hours for a day or five **(5)** hours for **a** half day, For those employees working a **shift** other than the day **shift**, the shift premium, when applicable, shall be included in the holiday pay, providing:
- (a) That they are present at work on shifts immediately preceding and succeeding a holiday, unless arrangementshave been made with their foreman. In case of sickness or accident, this must be reported.
- (b) When a holiday that is recognized falls on a Saturday or Sunday, it will be observed either on the preceeding Friday, or the following Monday depending upon which day the Company determines the majority of the Kitchener Business Community is observing.
- (c) All holidays shall be paid to an employee so long as he retains seniority rights under this Agreement and otherwise qualifies for payment under this clause, except when an employee is absent because of sickness, accident or workers' compensation, he will not be paid for more than three of any holidays which occur during such periods of absence.

#### **Vacations**

- 5.01 The following vacations shall be granted annually to each employee on the Company payroll on the first day of July in any one year. Employees ate not allowed to accumulate vacation beyond Pebruary. Circumstances may arise where an employee may quest not to be required to take all vacation time in excess of the shutdown period. In such cases the Company and Union must agree before such request is granted. The following vacation schedule shall become effective starting with the vacation year 1086
- (a) **Two** weeks for continuous service over one year and under five **years**.
- (b) Three weeks for continuous service  $\pmb{\text{over}}$  five years and under twelve years.
  - (c) Four weeks for continuous service over twelve years.
  - (d) Five weeks for continuous service over eighteen years.
- (e) Six weeks for continuous service over twenty-seven years,
- 5.02 (a) The period of continuous service shall be determined by the service completed by June 30th in the year of the vacation, except as otherwise noted in 5.02 (b).
- (b) If an employee becomes entitled to 3, 4, 5, or 6 weeks' vacation after July 1st of a particular year and before December 31st of that year and is on the payroll on such anniversary date, he shall be eligible for an additional week of vacation with appropriate pay.

- **5.02** (c) Each week of vacation shall be paid when the week of vacation is taken, provided this falls during or after normal plant vacation. When vacations **are** taken before the normal plant vacation **period then** the equivalent of forty (40) hours pay at the employee's standard rate, unless the employee's entitlement is less, **shall** be paid **as an advance** vacation payment for each week of vacation taken.
- (d) Any vacation taken shall be of at least five (5) consecutive working days.
- **503** (a) Vacation pay shall be on the basis of the **greater** amount, 2% of earnings for each week of vacation entitlement or forty (40) hours at the employee's standard hourly rate as of June 30th of any year when 1450 or more hours have been worked. Earnings or time worked shall include vacation period and statutory holidays for such calculations. **The period** on which the calculations are based shall be those of a 12-month period commencing with July 1st in any year and ending on June 30th of the current year.
- (b) A vacation bonus of \$30.00 will be paid for each full week of vacation entitlement under the Collective Agreement.
- (c) In the event a shutdown system is used, the Company will post the dates of the vacation shutdown by December 1st of the preceding year. The Company will post, by department, a vacation schedule providing an opportunity for employees who have vacation entitlement in excess of the shutdown period, to request their preference for vacation time. Employees must make their selection by March 1st. Any conflict in departmental staffing requirements will be determined by seniority. The Company will post by April 15th for each department, a vacation schedule which sets forth the approved selections for employees with vacation entitlement in excess of the shutdown period.

**5.04** For the purpose of giving effect to vacations, the Company may close down its plant or cease operations in any part or parts thereof at any time convenient to the Company between July 1st and September 1st in any year, or institute a system of staggered vacations.

**5.05** The vacation **period** is to be agreed upon by the Company and Union Committee and a **notice** posted four months before **period** decided upon.

**5.06** Employees who **are** scheduled to remain on duty while the plant is closed down or while operations are ceased in any part or parts thereof to give effect to vacation shall be allowed their vacations at some time agreed upon between the Company and the employee.

**5.07** If a system of staggered vacations is used, senior employees shall, **as** far as possible, be given preference in choice of time.

## ARTICLE 6

## Minimum Recompense

Any employee who has not been retified to remain away from work and who reports for work in the customary manner only to find no work available, shall at the Company's option, either be given four hours of other work at his scheduled hourly rate or be paid the equivalent of four hours work at his scheduled hourly rate, but this shall not apply if a shutdownoccurs caused by reasons beyond the control of the Company, or due to labour disputes within the plant.

#### seniority

- **7.01** (a) All new employees shall be considered on a probationary and temporary employment for two hundred forty (240) straight time hours worked from date of their employment and shall not be placed on the seniority list during that time. After two hundred forty (240) straight time hours worked from date of employment, the names of such employees will be placed on the seniority list in accordance with their original date of hire.
- (b) For purposes of seniority status, it will be determined in accordance with the signed seniority list dated July 4, 1988 and new hires after that date will be added to the seniority list by sequential clock numbers.
- 7.02 The Company may lay off or discharge probationary employees without limitations, but when a reduction in the working force is necessary, all probationary employees in particular labour classificiations will be laid off first.
- 7.03 (a) Lay offs shall be conducted according to seniority and ability of the employee to perform work. Seniority shall be determined by length of continuous service with the Company. In the event of any lay offs, the management will submit to the Union, in writing, the names of those employees to be laid off. Except in the case of unexpected lay offs, such lists shall be submitted at least five (5) working days before lay offs are to become effective. In the case of an unexpected lay off, the Union will be advised at least 24 hours in advance of such lay off.
- (b) Employees may exercise their seniority bumping rights to displace junior employees, providing they have previously and successfully perfected the job with the Company.

- (c) Bumping rights will be granted to senior employees for all jobs at job class eight (8) and below, providing the employee has the necessary qualifications to perform the normal requirements of the job.
- (d) **Upon** being notified of a lay off, the affected employee must notify the Company **by** the end of his next shift of his job selection, held **by** an employee with less seniority. All other employees affected **by** his selection, using the same criteria must immediately make their selection known, **until** a junior employee is laid off. All moves must be completed **by** the end of the **fifth** (5) day.
- (e) Employees on lay off will be provided with notice of recall in accordance with the provisions of Article seven (7) except in the instances where the period of recall is anticipated to be for a period of less than four (4) consecutive weeks. In such cases, employees qualified to perform the temporary work will be contacted by telephone, or mail, in order of seniority and advised of the temporary work.
- (f) An employee who refuses a recall to temporary work or to a lower rated job, will not by reason thereof lose his right to all future recalls.
- 7.04 Recall of employees from lay off status will be on the basis of ability to perform the work to be done.
- 7.05 An employee holding a position in the bargaining unit covered by this Agreement, who is transferred to a position outside the bargaining unit will accumulate seniority for only six (6) months after the transfer out of the unit. Employees following such transfer shall have the right, at their option, for one (1) year from the date of the transfer to return to their former classification with such seniority as they held at the time of transfer plus up to the additional six (6) month period. At the end of one (1) year

from the **date** of transfer, any employee transferred outside the bargaining unit shall lose all bargaining unit seniority rights.

- 7.06 (a) Leave of absence may be **granted by** the Company up to ninety (90) **days** or longer without loss of seniority. Any and all leaves of absence shall be without pay. Other than provided in 7.06 (b) such leaves of absence may be granted for Union business, All requests for leaves of absence shall be made in writing and a reply **shall** be given in writing within five (5) **days** after the request.
- (b) Employees selected by the Union to a full time or a temporary position outside the plant on behalf of the Union, shall be granted a leave of absence up to one hundred and eighty (180) days in any calendar year. Any and all leaves of absence for Union business shall be without pay. The Union shall informative Company no later than fourteen (14) days prior to the beginning of such leave. Such leave may be extended by mutual agreement between the parties.
- 7.07 All seniority standing shall be lost as a result of any of the following causes:
  - (a) Quitting voluntarily.
  - (b) Discharge for cause.
- (c) Absence from work for one week without proper notification to the Company, unless a satisfactory reason thereof is given upon return to work.
- (d) Failure to report to work within one week after notification by mail to the last address on the Company's records, unless the Company extends time for good reason.

- (e) Is laid off for one year after less than one year of service, twenty-four (24) months if over one year, but less than ten (10) **years**, or thirty-six (36) months if over ten years of service, except in Workers' Compensation case or illness, then for the period of compensation or illness only.
- 7,08 The Company will furnish the Union with six (6) copies of a current seniority list of **all** employees, at intervals of not less than three (3) months. A seniority list shall be posted on the bulletin board at all times.
- 7.09 (a) When a vacancy or a new position occurs within the bargaining unit, the Company will post notice of the vacancy on the bulletin board. A copy of all postings shall be issued to the Union for their information prior to posting. Such notice shall state title, duties and rate schedule of the job. It will remain posted for three (3) working days before the vacancy is filled. Candidates for a posted job will submit their application to the official designated in the notice.
- (b) The vacancy will be filled based upon the applicant's skill, ability and qualificationsto do the job. Where these **are equal**, the applicant with the most seniority will be given the job. If no qualified employee is available, the Company may hire a person to **fill** the vacancy. The Union shall receive the names of the applicants and the name of the successful applicant prior to the announcement. Names of the successful applicants will be posted.
- (c) A posted job will be **filled by** the successful applicant within two (2) months after the date of posting, unless the job posting is cancelled **by** the Company prior to the end of the two (2) month period.
  - (d) **An** employee who is the successful applicant for a job

shall not be considered for another job posting within a period of six (6) months from the start of the new job.

- (e) **An** employee who is absent at the time of a job posting may within the posting period, submit a written application to the Personnel Department, provided the employee is available for work within fifteen (E) working days after the close of the job posting.
- (9 When a job is filled through a temporary transfer for more than thirty (30) consecutive working days, the job shall be posted in the usual manner except where the temporary transfer is due to sickness, accident, occupational injury, approved leave or vacation. Extension of the above shall be by mutual agreement of the parties.
- (g) Any experience that an employee acquired because of a temporary transfer will not apply in evaluating necessary and sufficient qualification to perform the normal requirements of the job.
- **7.10** (a) The Company will notify the Union of any technological change at the earliest possible time but in no event less than six (6) months prior to the change.
- (b) Employees so displaced will be offered the new or changed jobs, based upon the skill, ability and qualification to do the job.
- (c) Employees with the necessary skills will be offered reasonable training which will be necessary to properly function under the new system.

## Grievance Procedure

- **8.01** The Union shall establish a Grievance Committee of not less than three  $\alpha$  more than five and the Company shall be kept informed of the personnel of such committee.
- 8.02 Should differences arise between the Management and the Union, they may be submitted under grievance procedure by either party, in writing, commencing with Step (c).
- **8.03** Should difference sarise between the Management and an employee as to the interpretation, application or non-application of the provisions of this Agreement, an earnest effort shall be made to settle such differences or trouble immediately in the following manner:
- (a) Between the **aggrieved** employe and/or shop steward and foreman of the department involved: **a** decision **to** be rendered within one (l) full working day or as mutually **agreed** upon.
- (b) Between the aggrieved employee and/or a member or members of the Grievance Committee and the Plant Manager accompanied by the foreman concerned; the grievance at this stage shall be presented in writing; a decision in writing to be rendered within two (2) full working days, or as mutually agreed upon.
- (c) If settlement is still not reached the grievance shall be presented by a member or members of the Committee to the Management of **the** Company; a decision in writing to be rendered within three (3) full working days, or as mutually agreed upon.

- (d) Between a member of the National Organization of the Union with the Committee and the Management and/or its representatives; a decision to be rendered within five (5) full working days, or as mutually agreed upon.
- (e) If an amicable settlement is not arrived at **through** the above procedure, the matter in dispute shall be **referred** to a single arbitrator. The parties shall attempt to agree upon the arbitrator. If such agreement cannot be reached within five (5) days, the appointment of an arbitrator shall be made by the Ontario Ministry of Labour upon the request of either party.
- (f) The decision of the arbitrator shall be *firal* and binding upon **both** parties.
- 8.04 The fees and expenses of the arbitrator shall be paid one-half (1/2) by the Company and one-half (1/2) by the Union.
- 8.05 In no event shall **the** Union cause, take part in or tolerate any movement encouraging a slow-down or stoppage of work until the provisions of this article shall have been **exhausted**.
- 8.06 In the event it becomes necessary for the Company to discipline an employee, the Union will be advised so that they can be present. The Union and the employee shall receive a copy of all disciplinary notices. Grievances involving disciplinary suspension or discharge shall be submitted under the grievance procedure, in writing, commencing with Step (d).
- 807 Any employee who feels he has been wrongfully discharged shall have the right to appeal to the Grievance Committee who shall have the right to investigate and negotiateupon the matter. The employee must notify the Grievance Committee within two (2) working days after discharge and the Grievance Committee must present the matter in writing to the Management within two (2) working days after receiving notification from the discharged

employee. If it is found, after investigation and notification that the employee has been unfairly discharged, such employee shall be reinstated and paid at his regular rate for any time lost on account of the dismissal. Notwithstanding anything in this Agreement, no dispute as to the dischargeof any employee with less than two hundred forty (240) straight time hours worked from date of employment with the Company shall be considered under the Grievance Procedure or otherwise.

## ARTICLE 9

## Wages

9.01 The Co-operative Wage Study (C.W.S.) Manual for **Job** Descriptions Classification and Wage Administration, dated March **23**, 1966 (herein referred to as "the Manual") is incorporated **into** this Agreement as "APPENDIX A" and its provisions shall apply as if set forth in full herein.

 $9.02\,$  Each employee's job shall be described and classified and a rate of pay applied to such employee in accordance with the provisions of this Agreement.

9.03 Effective April 16, 1993, and continuing to and including April 15, 1994, the rate for Job Class 1 shall be \$12.42 and the increment between Job Classes shall be 30 1/2 cents and the following shall be the Standard Hourly Wage Scale.

Job Class	Standard Hourly Rate	
1	\$12.420	
2	12.725	
3	13.030	
-	13.335	
4	13.640	
5	13.945	
6	14.250	
7	14.555	
8	14.860	
9		
10	15.165	
11	15,470	
12	15.775	
13	16.080	
	16.385	
14	16.690	
15	16.995	
16	17.300	
17		
18	17.605	
19	17.910	

Effective April 16, 1994 and continuing to and including April 15, 1995 the rate for Job Class 1 shall be \$12.47 and the increment between Job Classes shall be 32 cents and the following shall be the Standard Hourly Wage Scale.

Job Class	Standard Hourly Ra
1	\$12.47
2	12.79
3	13.11
4	13.43
5	13.75
6	14.07
7	14.39
8	14.71
9	15.03
10	15.35
11	15.67
12	15.99
13	16.31
14	16.63
15	16.95
16	17.27
17	17.59
18	17.91
19	18.23

9.04 Effective on the dates specified in Section 9.03, all employees shall have their rates of pay adjusted as follows:

(a) If the employee is not receiving an out-of-line differential prior to the dates specified in Section 9.03, the rate of pay of such employee shall be adjusted to conform to the standard hourly rate for that employee's job, as provided in Section 9.03.

- (b) If the employee is receiving an out-of-line differential prior to the dates specified in Section 9.03, the rate of pay of such employee shall be increased by the amount by which the rate for Job Class 1 has been increased, as provided in Section 9.03 and the following shall govern:
- (1) If the employee's new rate resulting from such increase is greater than the standard hourly rate for the job, as provided in **Section** 9.03, the amount by which such employee's new rate is greater than the rate provided in Section 9.03 shall become such employee's new out-of-line differential (which shall replace the former out-of-line differential) and shall apply in accordance with this Agreement.
- (2) If the employee's new rate resulting from such increase is equal to or less than the standard hourly rate for the job, as provided in Section 9.03, the new rate of pay of such employeeshall be adjusted to conform to the standard hourly rate for the job, as provided in Section 9.03, and the former out-of-line differential shall be terminated.
- 9.05 As of the date the Standard Hourly Wage Scale becomes effective, the standard hourly rate for each new job class shall be the standard hourly rate for all jobs classified within such job class and shall continue for the duration of the Standard Hourly Wage Scale and shall be applied to any employee in accordance with the provisions of this Agreement.
- $9.06\,$  Each standard hourly rate established under Section  $9.03\,$  shall be:
- (a) The established rate of pay for all hours paid for on a non-incentive job; and
- (b) The established hourly base rate and minimum guaranteed rate of pay under any incentive applied to the job in accordance with the provisions of this ARTICLE.

- 9.07 Except as otherwise provided by this Agreement, the establishedrate of pay for each production or maintenance job, other than a trade or craft or apprenticejob, shall apply to any employee during such time as the employee is required to perform such job.
- **9.08** Except as otherwise provided by this Agreement, the established rate of pay for a trade or craft or apprenticejob shall apply to any employee during the time such employee is assigned to the respective rate classifications in accordance with the provisions of this Agreement.
- **9.09** The Company shall furnish to the Union a list *agreed* to by the Company and the Union of employees who are to be paid "out-of-line differentials". Such list shall contain the following information:
- (a) Name of incumbent to whom such out-of-line differential is to be paid.
- (b) Job title of Job on which out-of-line differential is to be paid.
  - (c) Job Classification of such job.
  - (d) Standard hourly rate of such job.
  - (e) Amount of out-of-line differential.
  - (f) Date such out-of-line differential became effective.
- 9.10 Except as such out-of-line differential may be changed by the means hereinafter provided, any employee included in the list referred to in Section 9.09 shall continue to be paid such out-of-line differential during such time as the employee continues to occupy the job for which the differential was established.

- **9.11** If an employee with an out-of-line differential is transferred or assigned in accordance with the provisions of this Agreement to a job having a higher standard hourly rate, then the differential shall be reduced by the amount of the increase in the standard hourly rate.
- **9.12** If, as a result of lay off and the exercise of seniority rights or for any other reason except temporary transfer, an employee with an out-of-line differentialis moved to a job having a lower standard hourly rate, then the out-of-line differential shall be cancelled.
- **9.13** If such employeereferred to in Sections 9.11 and 9.12 shall be returned to the job for which the out-of-line differential was established, the out-of-line differential shall be reinstated except as it may have been reduced or eliminated **by** other means.
- **9.14** When an employee would, in accordance with the **terms** of this Agreement, be entitled to receive his regular rate he shall also receive any out-of-line differential to which he is entitled.
- **9.15** In addition to the means herein provided, increases in the increment between job classes shall be used to reduce or eliminate out-of-line differentials.
- **9.16** Except for the application of the out-of-line differential as called for herein, the terms of this Agreement governing transfers shall apply.

#### Temporary Transfer

- **9.17** An employee who is temporarily transferred from his regular job shall be paid as follows:
- (a) If temporarily transferred to a higher rate job, such employee shall be paid at the higher rate immediately. When

such employee is returned to his regular job his regular rate shall be applied immediately.

- (b) If temporarily transferred to a lower rated **job** such employee shall be paid his regular rate during the period of such temporary transfer.
- (c) The Company agrees to notify the Union monthly in writing in the event that a temporary transfer is continued during any one period of transfer for more than one week or of a transfer occurring six times or more in any one month.

#### Learner Rates

- **9.18** Learner jobs requiring "learner" rates, due to lack of adequate training opportunity **by** the promotional sequence of related jobs shall be negotiated and made a part of this Agreement.
- 9.19 A schedule of learner rates for the respective learning periods of 520 hours of actual learning experience with the Company on jobs for which training opportunity is not provided by the promotional sequence of related jobs, shall be established at the level of the Standard Hourly Wage Scale rates for the respectivejob classes. This determination shall be on the basis of the required employment training and experience time specified in Factor 2 of the job classification record of the respectivejob as follows:
  - (a) Code C: Seven to twelve months:
- (1) One learner period classification at a level two job classes below the job class of the job.
  - (b) Code D: Thirteen to eighteen months:

- (1) A first learner **period** classificationat a level four job classes below the job class of the job, and
- (2) A second learner period classification at a level two job classes below the job class of the job.
  - (c) Code E and higher: Nineteen months and above:
- (I) A first learner period classification at a level six job classes below the job class of the job.
- (2)  ${\bf A}$  second learner period classification at a level four job classes below the job class of the job, and
- (3) A third learner period classification at a level two job classes below the job class of the job.
- (4) Employees who have had no related work experience in relation to the respective job shall serve an additional \$20 hours of work in the learner period two job classes below the job class of the job.
- 9.20 The learner periods, as provided in Section 9.19, shall apply to those jobs listed in APPENDIX 'B' of this Agreement, except as otherwise mutually agreed between the Company and the Union and so indicated in APPENDIX 'B'. Learner periods shall apply only to jobs in Job Class 8 and up, except where the provisions of Section 9.21 and 9.22 apply.
- **9.21** The Company, at its discretion, may apply a learner rate to a learner on any job where another employee other than the learner is on the job, provided *the* learner rate applied is;
- (a) In the case of an employee hired for the learning job the standard hourly rate for Job Class 2; or

- (b) In the case of an employee transferred from another job in the plant, the lower figure of:
- (1) the standard hourly  ${\tt rate}$  of the job from which transferred; or
  - (2) the standard hourly rate of the job being learned.
- 9.22 The learner provisions set forth in Section 9.21 shall apply:
- (a) for a period of time sufficient to learn to do the job, provided that such period shall at no time exceed **520** hours.
- (b) only to provide replacements for job vacancies or anticipated job vacancies; and
- (c) in accordance with the provisions of this Agreement for filling vacancies.
- 9,23 The Company shall furnish the Union on the first set forth as **EXHIBIT** 'E' of the Manual, a list of jobs agreed to by the Company and the Union as appropriate for the application of learner rates. Such List may be added to or deleted from by mutual agreement of the Company and the Union. The schedule of learner rates set forth in Section 9.19 shall apply only to jobs in this list
- 9.24 Employee's time spent on a job requiring a learner schedule shall be cumulative. Periods of less than 8 hours shall not be counted toward completion of a learner schedule, but shall be paid for at the standard hourly rate of the job.
- 9.25 Any employee who has qualified for a job through a learner schedule shall not be required to repeat that learner schedule.
- **9.26** The establishedlearner **rate** of pay for each learner period classificationshall apply in accordance with the learner training

periods as defined in Section 9.19. However, an employee whose current rate of pay is higher than the minimum rate of a learner job to which he has acceded, shall maintain his current rate, but not higher than the standard hourly rate of the job being learned until such time as the rate for the applicable learner period classification is **equal** to or exceeds his present rate.

9.27 Any employee when assigned to a job on which a learner late applies, shall be credited in the learner schedule with all time previously worked on such job or, in the case of a "grouped" job, on a job in such group. It is agreed that such past time shall be computed from reasonably recent records of the Company.

#### **Incentives**

**9.28** Should the Company desire to install incentives to cover any jobs, the standard hourly rates for the respective jobs shall be base rates and minimum hourly guaranteed rates for such incentives. Should the Company install incentives to cover any of its jobs, it will negotiate with the Union, the necessary contractual provisions pertaining to the incentive plan before such incentives are implemented.

#### shift Premiums

**9.29** All employees working other than the day shift will receive a premium of 65 cents per hour.

#### Bereavement Pay

**9.30** If an employee has a bereavement in his immediate family (father, mother, brother, sister, mother-in-law, father-in-law, grandfather or grandmother), he shall be given up to three (3) days' leave-of-absence for the purpose of making funeral arrangements and/or attending the **fineral**, an additional two (2) days with pay shall be given when attending a funeral overseas. In the case of the death of **an** employee's current spouse or

children, the employeeshall be given up to five (5) calendar days leave of absence. One day leave-of-absence will be given in the case of an employee unable to attend the funeral of a member of his immediate family. If any of these days fall on a day in which he would normally work, he will be paid for same. It shall be the employee's responsibility to notify the Plant Manager or his representative as soon as possible following such bereavement.

#### Jury Duty and Witness

**9.31** The Company shall pay **an** employee who is required for jury service or is subpoenaed as a witness, for each day of service, the difference between his straight time hourly rate for the number of hours he normally works on his regular shift, and the payment he receives for such service. The employee will present proof of service and the amount of pay received.

#### General

- **9.32** Any mathematical or clerical errors made in the preparation, establishmentor application of job descriptions, classifications or standard hourly rates shall be corrected immediately upon discovery to conform to the provisions of this Agreement.
- **9.33** Except as otherwise provided, no basis shall exist for any employee covered by this Agreement to allege that a wage rate inequity exists.

## Leavesf-Absence for Union C.W.S. Committee

- **9.34** The Company agrees to grant leave-of-absence from their regular work to three employees who shall be selected by the Union to act on its C.W.S. Committee. Employees so selected shall:
- (a) accumulateany seniority to which they normally would be entitled;

- (b) return to their **regular** employment when **their work** on the C.W.S. Committee is completed; and
- (c) be paid by the Company For all time lost (not to exceed eight (8) hours per day) when quested by the Company to check job descriptions and discussjob classifications of jobs described and classified by the Company and to discuss the assignment of employees into various rate classifications.

#### Article 10

## **Health and Safety**

- 10.01 (a) The Company shall make reasonable provision for the safety and health of the employees during the hours of their employment. Cleanliness and privacy in washrooms and toilets is to be maintained at all times. Protective devices and other equipment necessary to safeguard from injury shall be provided by the Company.
- (b) EffectiveJune 1, 1993, the Company will provide up to an eighty dollar (\$80.00) Safety Shoe allowance not more frequently than once in a twelve month period.
- (c) The Company shall pay 100% of the cost of prescription safety lenses which have been abnormally pitted at work not more, frequently than once in a twelve month period.
- 10.02 The Company and the Union agree to name a Safety and Health Committee comprising of Company and Union representatives. The Committee function will be to promote safety and industrial hygiene in the plant. It shall make monthly inspections and reports of the plant and equipment and hold regular monthly meetings.
- 10.03 Employees will and the Union shall see to it that its

members cooperate fully in maintaining cleanliness and orderliness in the use of all facilities and devices provided by the Company.

## ARTICLE 11

#### Insurance and Benefits

11.01 Ontario Health Insurance Plan, Extended Health Care Plan with \$10.00 and \$20.00 deductible and a \$1.00 per prescription deductible drug plan, plus prescription eyeglasses and hearing aids, Sickness and Accident Group Insurance, Life Insurance, Long Term Disability Plan and a Preventive Care Dental Plan with the 1991 O.D.A. schedule of fees effective June 1, 1993, and the 1992 O.D.A. schedule of fees effective April 16, 1994, are available after normal waiting periods.

The cost of these benefits and insurance plans will be paid by the Company on behalf of all eligible employees.

11.02 A \$3,500. Life Insurance Policy will be provided by the Company for employees who retire on or after April 16, 1990. A \$3,700. Life Insurance Policy will be provided by the Company for employees who retire on or after April 16, 1992. The Pension Plan is to have certain changes effective April 16, 1993, April 16, 1994, and continue in effect until April 15, 1995.

11.03 In the event that a compulsory Federal or Provincial Medical Plan reduces the plan in force while the terms of the CollectiveAgreement is operating, then the Company agrees that the Company's cost for the plan previously in force, if no longer required, shall be held and used for reapplication in a manner that is mutually agreed upon by the parties.

**11.04** Effective **1994**, the U.I.C. Rebate will be used to offset future Health Care premiums.

#### Management

12.01 Subject to the provisions of this Agreement, the management of the plant and the direction of the working forces, including the hiring, promoting, transferring, suspending, disciplining, or discharging for proper cause, the right to relieve employees from duty because of lack of work or for other legitimate reasons and the right to determine the extent to which the plant shall operate or be shut down or production reduced or increased is vested exclusively in the management.

12.02 The Company reserves the right to introduce new or improved facilities or methods of operation including the establishment Quality Standards and related work methods.

12.03 The Company agrees to provide a bulletin board in a conspicuousplace in the plant for the display of Union notices and material provided that all such notices and material bear the signature of a Union official and have the approval of management of the Company before posting.

## ARTICLE 13

## Subcontracting

When the Company deems it advisable to subcontract production work normally performed by the bargaining unit, the Company will advise the local union of the reasons for subletting the work. This provision does not pertain to work performed within other operations of the parent Corporation.

# X

## ARTICLE 14

## Field Work

If it becomes **necessary** for an employee to perform work for the Company **at** some other location, the employee will be paid the same hourly **rate** as **a** Serviceman who would normally perform the work, but not less than his regular rate.

## ARTICLE 15

## Pension Plan

15.01 The Canadian Blower/Canada Pumps Limited Hourly-Rated Pension Plan, as amended is hereby incorporated and made part of this Collective Agreement and shall remain in effect during the tream of the Collective Agreement.

## ARTICLE 16

#### Commencement and Duration

This Agreement shall become effective on the 16th day of April 1993 except as provided in the Memorandum of Settlement dated May 27, 1993, and shall remain in force until April 15, 1995, and effective from year to year thereafter unless within ninety (90) days prior to any expiration date, either party notifies the other in writing of their desire to terminate, modify or amend this Agreement.

CANADIAN BLOWER/CANADA PUMPS LIMITED For the Company

James Lyon K.J. Leader

UNITED STEELWORKERS OF AMERICA AND COMMITTEE OF LOCAL 3534 For the Union

Richard Czekaj John Jensen Robert Wilkinson Mike Eisenhofer Winston Curtis

# For General infomation **Only**

# JOB TITLE AND CLASSIFICATION

		Job
Department	Γitle	Classification
SERVICE Serviceman		17
PATTERN SHOP Pattern Maker		17
MACHINE SHOP Machinist Layout Man C.N.C, Horizontal Machin	ing Centre	15 <b>14</b>
Setter Operator N/C Turret Setter Operator CNC Turre Large Engine Lathe Operat	t Lathe	14 14
Setter Operator N/C Turnir Horizontal Boring Mill Ope Engine Lathe Operator	erator	<b>13</b> 13
Miscellaneous Machine Operator Operator Auto. Turret Lathe Operator	 r , , , ,	12 12
Boring Mill Operator Vertic Large Grinder Operator Shaft Lathe Operator	• • • • • • • • • • • • • • • • • • • •	12 11
Turret Lathe Operator Milling Machine Operator Grinder Operator		10
Radial Drill Operator Spline Mill Operator Lo Swing Lathe Operator .	• • • • • • • • • • • • • • • • • • •	<b>10</b> 9
Operator Drill Press Misc. Cut Off Machine Operator		7 7
Material Handler	• • • • • • • • • • • • • •	3

Department	Title	Job Classification
•		
	D MAINTENANCE	10
	an	
	al Maintanana and Drad	13
	al Maintenance and Prod.	
Tool and Cutter G	nical	
	eper Operator	
	eper Operator	_
Janitor		. 1
INSPECTION		14
	nspector Shop	
	ector Machine Shop	
inspector's Heiper		. 0
H. & V. DEPARTI	MENT	
Group Leader Layo	out and Fabricator	17
Group Leader Fabr	icators	16
Layout		
	nning Machine Operator	
C.N.C. Thermal M	fachining Centre Operator	
	Fitter Large	
	ans	
	S , , , , , , ,	
		. 12
Variable Inlet Vane		
	cial	
Cabinet Fitter		. 11
Fan Fitter Large	,	11
Fan Fitter Small		9

Department	Title	Job Classification
	binets	
Painter (Brush & S	pray)	. 9
Fabricator's Assist	ant	
Press Operator		. 9
Press Brake Opera	tor	. 9
N/C Punching Mac	chine Operator	. 9
Shear Operator (La	rge)	. 9
Shear Operator		. 8
Lift Truck Operato	r	. 8
Product Painter		7
Grit Blast Machine	Operator	7
Helper, Material L	oader	6
Helper H. & V		6
Chipper and Grinde	er	5
Material Handler		3
MACHINE TOOLS	S	
Machine Tool Fitte	er	9
WHEEL DEPART	MENT	
	el Fitter and Balancer	16
Wheel Fitter		13
Wheel Balancer		11
Wheel Assembler		9
Wheel True: ,		9
WELDING		
Group Leader Weld	ler	16
Welder (Fitter)	· · · • · • • • • • • • • • • • • • • •	14
Welder All Position		13
Welder Flat and Ve	rtical	12
Spot Welder		8

Department	Title	Job Classification
PUMP DEPARTMENT Pump Fitter Preparation and Balan	,	
Stockman Material Handler		6 3
SHIPPING AND RE Receiver		
Truck Driver Sawyer Crater and Packer		9 8 6

# APPENDIX B LEARNER PERIOD CLASSIFICATION ANALYSIS

Hrs. and Job Class For

10

9

11

11

3

3

14

13

8

**Learning Periods** Jobs Requiring Learner Rate 520 520 Hours Hours No. of Hbrs Standard 3rd Months Job Learner 1st 2nd Code Standard Title Factor 2 Class Periods Period Period Period SERVICE SR-1 17 3 11 13 15 MACHINE SHOP 
 MACHINESHOP
 37 to 48

 Large Engine Iathe Operator
 31 to 36

 Setter Operator N/C Turret Lathe Ctr.
 25 to 30

 Setter operator CNC Turret Lathe
 31 to 36

 C.N.C. Horizontal Machining Centre
 31 to 36

 Horizontal Boring Mill operator
 31 to 36

 Engine Lathe Operator
 31 to 36
 11 MS-6-12 13 12 12 12 12 3 14 10 MS-6-24 10 MS-6-25 14 10 MS-6-33 14

MS-6-31

MS-6-7

MS-6-10

	MS-6-29 MS-6-3 MS-6-26 MS-6-26 MS-6-6 MS-6-5 MS-6-4 MS-6-27 MS-6-21 MS-6-11 MS-6-2 MS-6-9	Setter Op. N/C Turning Centre  Mi. Machine Operator  Large Grinder Operator  Planer Operator  Boring Mill Operator Vertical  Auto Turret Lathe Operator  Turret Lathe Operator  Sett. Lathe Operator  Milling Machine Operator  Radii Drill Operator  Grinder Operator  Spline Mill Operator  Lo Swing Lathe Operator  Lo Swing Lathe Operator	25 to 30 25 to 30 19 to 24 31 to 36 25 to 30 25 to 30 25 to 30 19 to 24 19 to 24 13 to 18 19 to 24 13 to 18 7 to 12	13 12 12 12 12 12 11 11 10 10 10 9	3 3 3 3 3 3 3 3 3 2 2 3	7 6 6 6 6 6 5 5 4 6 4 5 6	9 8 8 8 8 7 7 6 8 6 7	11 10 10 10 10 10 9 9 8 - 8
	TR-63-7 TR-63-14 TR-63-8 TR-63-15	TOOL ROOM AND MAINTENANCE  Maintenance Man  Repainnan Electrical Maintenance and Prod.  Repairman Materical  Tool and Cutter Grinder.	31 to 36 31 to 36 19 to 24 19 to 24	14 13 10 10	3 3 3 3	8 I 4 4	10 9 6 6	12 11 8 8
	P-8-3 TR-63-5	INSPECTION Pump Tester and Inspector		14 12	3 3	8 6	10 8	12 10

# APPENDIX B LEARNER PERIOD CLASSIFICATION ANALYSIS

Jobs Requiring Learner Rate

Hrs. and Job Class For Learning Periods

	Standard Code	Standard Title	Months Factor 2	Job Class	No. of Learner Periods	520 Hours 1st Period	520 Hours 2nd Period	520 Hours 3rd Period
8		H. & V. DEPARTMENT						
_	HV-7-2	Layout	37 to 48	15	3	9	11	13
	HV-7-26	Fabricator and Spinning Machine Operator	31 to 36	14	3 3	8	10	12
	HV-7-38	C.N.C. Thermal Machining Centre Operator	25 to 30	14	3	8	10	12
	HV-73-8	Welder Fitter	31 to 36	14	3	8	10	12
	HV-7-27	Fabricator H.D. Fans	31 to 36	13	3	7	9	11
	HV-72-1	Wheel Fitter	31 to 36	13	3	7	9	1.1
	HV-7-33	Variable Inlet Vane and Damper						
		Fabricator Fitter	25 to 30	12	3	6	8	10
	HV-7-13	Fabricator Fans	25 to 30	12	3	6	8	10
	HV-7-11	Fabricator Cabinets	25 to 30	12	3	6	8	10

HV-73-4 HV-7-5 HV-7-7 HV-7-6 HV-72-6 HV-72-2 HV-7-31 HV-7-28 HV-7-23 HV-7-23 HV-72-8 HV-73-6	Welder Flat and Vertical Cabinet Fitter Special Fan Fitter Large Cabinet Fitter Wheel Balancer Fan Fitter Small Wheel Assembler N/C Punching Machine Operator Fabricator's Assistant Sub Assembler Cabinets Press Operator Press Brake Operator Wheel Truer Spot Welder	19 to 24 31 to 36 25 to 30 25 to 30 7 to 12 19 to 24 13 to 18 13 to 18 13 to 18 13 to 18 13 to 12 1 to 12 1 to 12 1 to 12 1 to 12	12 12 11 11 11 9 9 9 9 9 9	3 3 3 3 1 2 2 2 2 2 2 2 1 1	6 6 5 5 5 5 5 5 5 5 5 7 7 6	8 8 7 7 7 7 7 7 7 7	10 10 9 9 - - - - -
P-8-1	PUMP DEPARTMENT Pump Fitter	37 to 48	14	3	8	10	12
S-10-1 S-10-5	SHIPPING DEPARTMENT Receiver Sawyer	13 to 18 7 to 12	9 8	2 1	5 6	7	_
HV-7-9	MACHINE TOOL Machine Tool Fitter	19 to 24	9	2	5	7	_

### **RULES OF CONDUCT**

Employees are expected to show respect for the rights of people and respect for the Company and its property.

Offenses listed below, WHICH ARE **NOT** ALL INCLU-**SIVE**, will be considered sufficient cause for disciplinary action of any employee including dismissal.

1. Stealing from the Company or other employees including removal of materials  $\alpha$  equipment, employee lists, blueprints, Company records or confidential information of any nature, making fraudulent **records**, punching another employee's time card, or similar dishonest actions.

Any employee leaving the Company's premises at any time and carrying or transporting **material** must present a "Parcel Pass" to the guard on duty. This pass must indicate the material and be signed by the Foreman or Supervisor.

- 2. Fighting, attempting injury to another person, carrying concealed weapons or violating of any penal law.
- Intentional waste, destruction of Company or fellow employee'sproperty, handicapping of a fellow workman or other malicious acts.
- Dangerous acts such as violation of safety rules, horseplay, throwing objects, scuffling or fooling, not wearing safety equipment.
- Wilful refusal of an employee to follow instructions or perform designated work or other forms of insubordination.
- Repeated lateness or absence from work without notification and permission.

- 7. Possession or consumption of intoxicating liquors on Company property, reporting for work under the influence of alcohol in any degree.
- 8. Smoking is not permitted in areas now or hereafter designated as "NO SMOKING AREAS'.
- 9. All changes of address, marital status or dependent changes must be reported to the Company.

### SAFETY RULES

These safety rules **are** designed with only one thought in mind - your safety - and must be observed at all times.

- Report all injuries immediately, including small cuts and abrasions, to the first aid department. This is necessary if infection is to be avoided, and also to provide a record in accordance with the regulations of the Workers' Compensation Act.
- Employees shall not engage in any contest, feat of strength, unnecessary running, rough or boisterous conduct, or horseplay of any kind on Company premises.
- Employees shall not operate Company equipment or machinery without proper authorization.
- Machinery in motion must be switchedoff, and all moving parts completely stopped, before cleaning, oiling, or adjusting.
- All electrical disconnects, fire extinguishers, and fire exits
  must be kept clear at all times; no material, equipment, etc.
  is to be piled in marked areas.
- Employees shall not misuse, remove, or interfere with anything provided for securing the safety or welfare of any employee or person on Company premises.
- Employees whose faculties are impaired by alcohol or a drug, or who have in their possession any alcohol or drug, shall not enter or remain on Company premises.
- All employees are subject to a medical examination by Company physician, at the Company's request.

- Employees who, knowingly are affected with a 'communicable disease, within the meaning of the Public Health
  Act, shall not work on Company premises except in
  compliance with the Public Health Act.
- 10. For his own protection, each employee shall wear, in designated areas, in accordance with the Occupational Health and Safety Act of Ontario:
  - (1) safety eye protection;
  - (2) safety shoes or other suitable **toe** protection;
  - (3) **Hearing** protection; and
  - (4) other protective clothing and/or apparatus as specified by the employer and the Occupational Health and Safety Act of Ontario.
- 11. Loose or dangling clothing must not be worn around machinery. Long pants and a shirt must be worn by all employees during all working hours.
- Long hair shall be suitably confined to prevent entanglement with any rotating shaft, spindle, gear, belt, or other source of entanglement.
- 13. Rings, bracelets, wrist watches, or other jewelry must be removed before starting work and remain off during working hours.
- Employees are required to observe good housekeeping and sanitation procedures, and maintain high standards of personal hygiene and health.

Canadian Blower/Canada Pumps Limited

United Steelworkers of America Local 3534

Attention: Mr. Richard Czekaj

President, Local 3534

SUBJECT: Letter of Understanding Re Employee Clothing

#### Gentlemen:

During the 1990 negotiations, it was agreed the Company would supply the following clothing to employees performing the following jobs:

## OVERALLS OR COVERALLS

- 2 pairs per year hinters Maintenance Man - 1 pair per year - 1 pair per year Repairman Mechanical Insulator - 1 pair per year

### SAFETY SHOES

- 2 pairs per year Painters Lift Truck Operator - 2 pairs per year

#### WINTER JACKETS AND RAINWEAR

For persons regularly required to go outside as a part of their job.

Repairman Mechanical Maintenance Man

Receivers Truck Driver

Lift Truck Operator

Material Handler - Shipping Department
One Material Handler - H. & V. Department

WELDING CLOTHING AND SUPPLIES - will include Helmets, Jackets, Gloves, Aprons and Goggles and are to be replaced when worn out.

The type of clothing and supplies provided will be decided by the Company.

# CANADIAN BLOWER/CANADA PUMPS LIMITED

For the Company K.J. Leader

For the Union R. Czekaj