

Val Trueler

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EFF.	95	05	13
TERM.	98	05	15
No. OF EMPLOYEES	137		
NOMBRE D'EMPLOYÉS	df		

COLLECTIVE AGREEMENT

BETWEEN:

**HOWDEN FAN
DIVISION OF CANADIAN BLOWER/CANADA PUMPS LIMITED**

and

**UNITED STEELWORKERS OF AMERICA
LOCAL 3534**

May 13, 1995 - May 15, 1998

[Revisions - October 1995]

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AGREEMENT

Made this 13th day of May, 1995

between

HOWDEN FAN DIVISION OF CANADIAN BLOWER/CANADA PUMPS LIMITED

(hereinafter referred to as "The Company")

and the

UNITED STEELWORKERS OF 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. Whenever the masculine is used in this Agreement, it shall be deemed to include the feminine.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto agree as follows:

ARTICLE 1. - 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 shift preference is provided for the Union President, the Vice President, the Financial Secretary and the Union Treasurer.
- 1.06** Once a new employee has passed his probationary period, the Company will provide him **15** minutes of paid time with a member of the Union Executive for purposes of orientation.

ARTICLE 2. - 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 from 4:00 p.m. to 2:30 a.m. with one-half hour 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-up period 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 day, and for hours worked on Friday and Saturday.

- (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 meal 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

4.01 The following Statutory or Public Holidays will be observed:

New Year's Day
Third Monday in February
Good Friday
Victoria Day
Canada 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 each year is agreed upon between the Company and Union Committee and will be posted as follows:

- Year I - **December 27, 1995**
Year II - December 27, 1996
Year III - Add 1/2 day to each of December 24 and 31, 1997.

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 an afternoon. Night Shift - 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 arrangements have 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 preceding 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.

ARTICLE 5. - 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 are not allowed to accumulate vacation beyond February. Circumstances may arise

where an employee may request 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 1986.

- (a) Two weeks for continuous service over one year and under five years.
- (b) Three weeks for continuous service 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.

(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.
- 5.03 (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.
- 5.08 An employee who is entitled to more than (2) weeks annual vacation may elect to take up to (5) days of vacation annually, in blocks of (1) or (2) days. The Company retains the right to approve and such requests must be made in writing at least one week in advance of the first vacation day sought to be taken. The vacation pay for such day(s) shall be the regular scheduled hours lost at straight time rates.

ARTICLE 6. - Minimum Recompense

Any employee who has not been notified 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 shutdown occurs caused by reasons beyond the control of the Company, or due to labour disputes within the plant.

ARTICLE 7. - 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 date **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 classifications 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 performed 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 year. Any and all leaves of absence for Union business shall be without pay. The Union shall inform the 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 (a) 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.

- (b) The Company will furnish the Union with a current plant employee address list on a **bi-monthly** basis.
- 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 qualifications to 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 **(15)** working days after the close of the job posting.

(f) 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.

7.11 An employee will continue to accumulate seniority for up to 15 months while, on an approved leave of absence, layoff, long term disability, sickness or accident leave and while receiving Workers Compensation benefits provided that the employee's employment status with the Company is maintained. However, during the above periods of absence, service for purposes of pension accrual shall not be maintained.

ARTICLE 8. - Grievance Procedure

8.01 The Union shall establish a Grievance Committee of not less than three or 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 differences arise 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 employee and/or shop steward and foreman of the department involved: a decision to be rendered within one (1) 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 agree 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 final 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 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).

8.07 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 negotiate upon 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 discharge of 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, 1995, and continuing to and including April 15, 1996, the rate for Job Class 1 shall be \$12.77 and the increment between Job Classes shall be 35 cents and the following shall be the Standard Hourly Wage Scale.

Job Class	Standard Hourly Rate
1	\$12.77
2	\$13.12
3	\$13.47
4	\$13.82
5	\$14.17
6	\$14.52
7	\$14.87
8	\$15.22
9	\$15.57
10	\$15.92
11	\$16.27
12	\$16.62
13	\$16.97
14	\$17.32
15	\$17.67
16	\$18.02
17	\$18.37
18	\$18.72
19	\$19.07

Effective April 16, 1996, and continuing to and including April 15, 1997 the rate for Job Class 1 shall be \$13.07 and the increment between Job Classes shall be 38 cents and the following shall be the Standard Hourly Wage Scale.

Job Class	Standard Hourly Rate
1	\$13.07
2	13.45
3	13.83
4	14.21
5	14.59
6	14.97
7	15.35
8	15.73
9	16.11
10	16.49
11	16.87
12	17.25
13	17.63
14	18.01
15	18.39
16	18.77
17	19.15
18	19.53
19	19.91

Effective April **16, 1997** and continuing to and including May **15, 1998**, the rate for Job Class **1** shall be **\$13.37** and the increment between Job Classes shall be **38** cents and the following shall be the Standard Hourly Wage Scale.

Job Class	Standard Hourly Rate
1	\$13.37
2	\$13.75
3	\$14.13
4	\$14.51
5	\$14.89
6	\$15.27
7	\$15.65
8	\$16.03
9	\$16.41
10	\$16.79
11	\$17.17
12	\$17.55
13	\$17.93
14	\$18.31
15	\$18.69
16	\$19.07
17	\$19.45
18	\$19.83
19	\$20.21

9.04 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.

9.05 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.

9.06 Except as otherwise provided by this Agreement, the established rate of pay for each production or maintenance job, other than a trade or craft or apprentice job, shall apply to any employee during such time as the employee is required to perform such job.

9.07 Except as otherwise provided by this Agreement, the established rate of pay for a trade or craft or apprentice job 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.

Temporary Transfer

9.08 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 on8 period of transfer for more than one week or of a transfer occurring six times or more in any one month.

'Learner Rates

9.09 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.

9.10 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 respective job 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 respective job 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 classification at 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:

- (1) A first learner period classification at a level six job classes below the job class of the job.
- (2) 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 520 hours of work in the learner period two job classes below the job class of the job.

9.11 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.

9.12 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;

- la) 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 rate of the **job** from which transferred: or
- (2) the standard hourly rate of the job being learned.

9.13 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.

9.14 The Company shall furnish the Union on the form 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.

9.15 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**.

9.16 Any employee who has qualified for a job through a learner schedule shall not be required to repeat that learner schedule.

9.17 The established learner rate of pay for each learner period classification shall 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.

- 9.18** Any employee when assigned to a job on which a learner rate 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

- 9.19** 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

- 9.20** All employees working other than the day shift will receive a premium of **70** cents per hour. Effective April **16, 1997 - 75** cents per hour.

Bereavement Fay

- 9.21** (a) 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 funeral, 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

employee shall 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.

- (b) In the event that a death occurs during an employee's scheduled vacation leave, then the employee's vacation leave will be extended by the length of the paid bereavement leave as outlined above provided that the employee notifies the Plant Manager or his alternate within **24** hours of the date of death.
- (c) If an employee requests a leave of absence because of illness in the family and while on leave there is a death, then the employee will be paid as set out in the bereavement article provided that the employee notifies the Plant Manager or his alternate within **24** hours of the date of death.

Jury Duty and Witness

9.22 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

9.23 Any mathematical **or** clerical errors made in the preparation, establishment or application of **job** descriptions, classifications or standard hourly rates shall be corrected immediately upon discovery to conform to the provisions of this

Agreement.

9.24 Except as otherwise provided, no basis shall exist for any employee covered by this Agreement to allege that a wage rate inequity exists.

Leave-of-Absence for Union C.W.S. Committee

9.25 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) accumulate any 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 requested by the Company to check job descriptions and discuss job 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) Effective June 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. Effective April **16, 1996** allowance is increased to **\$85.00.**

- (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 The following benefits are to be in effect for eligible employees under this Agreement. Coverages and other details are more fully described in the booklet entitled "Group Insurance Plan" ~~for Howden~~ Fan Kitchener Plant Employees distributed by the carrier from time to time.

- (a) Ontario Health Insurance Plan.
- (b) Extended Health Care Plan - semi private coverage co-insurance is **90/10** on June **1, 1995** and on April **16, 1997** is **80/20.**
- (c) Vision Care - prescription eyeglasses
- On June **1, 1995** maximum

reimbursement is \$160.00 in any 24 month period,

- (d) Hearing Care as part of E.H.C. benefit
 - lifetime maximum is \$600.00.
- (e) Drug Plan
 - \$5.00 deductible per prescription for pharmacy-dispensed drugs.
 - no deductible for mail order, warehouse bulk-dispensed drugs.

Drug Plan will reimburse **employees** for generic drugs or equivalent unless generic substitute is not available.

- (f) Life Insurance
 - June 1, 1995 - \$23,500.00
 - Apr 16, 1996 - \$25,000.00
 - Apr 16, 1997 - \$26,000.00
- (g) L.T.D. \$750/month - Employee paid premiums
- (h) Preventative Dental Care Plan
 - June 1, 1995 - 1993 ODA Schedule of Fees
 - Apr 16, 1996 - 1994 ODA Schedule of Fees
 - Apr 16, 1997 - 1995 ODA Schedule of Fees

Co-Insurance

- June 1, 1995 - 90/10
- April 16, 1997 - 80/20

- (i) Sickness and Accident Group Insurance

(j) Cost Sharing of Premiums

Except as set out below, the Company will pay the full cost of the billed premiums necessary to provide the above benefits.

Extended Health Care and Dental Plan

June 1, 1995 - Company pays 90%.

April 16, 1996 - Company pays 80%.

Employees will contribute the balance of the billed premiums in the proportions described above from after the dates described above.

11.02 A \$4,000. Life Insurance Policy will be provided by the Company for employees who retire on or after June 15, 1995. The Pension Plan is to have certain changes effective April 16, 1995, April 16, 1996 and April 16, 1997. These changes are as follows:

(a) a 50 cent increase for employees retiring on or after April 16, 1995.

(b) a 50 cent increase for employees retiring on or after April 16, 1996.

(c) a 50 cent increase for employees retiring on or after April 16, 1997.

11.03 In the event that a compulsory Federal or Provincial Medical Plan reduces the plan in force while the terms of the Collective Agreement 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.

11.05 The Company agrees to the establishment of a joint Labour Management Committee which shall meet on a monthly basis for the purpose of discussing items of mutual concern (but not grievances).

The Company agrees to provide information concerning shared benefit costs to the Union twice per year and the Union may present information concerning alternate carriers to the Company at such meetings.

ARTICLE 12. - 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 of Quality Standards and related work methods.

12.03 The Company agrees to provide a bulletin board in a conspicuous place 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.

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 term of the Collective Agreement.



ARTICLE 16. - Commencement and Duration

This Agreement shall become effective on the 13th day of May, 1995, except as provided in the Memorandum of **Settlement** dated **May 11, 1995**, and shall **remain in force until May 15, 1998**, 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.

**HOWDEN FAN DIVISION OF
CANADIAN BLOWER/CANADA PUMPS LIMITED**

For the Company

Bob Bayne
A. Barker

**UNITED STEELWORKERS OF AMERICA AND
COMMITTEE OF LOCAL 3534**

For the Union

John [unclear]
[unclear]
Therese [unclear]

**For General Information Only
JOB TITLE AND CLASSIFICATION**

<u>Department</u>	<u>Title</u>	<u>Job Classification</u>
'SERVICE		
	Serviceman	17
PATTERN SHOP		
	Pattern Maker	17
MACHINE SHOP		
	Machinist	16
	C.N.C. Horizontal Machining Centre	14
	Horizontal Boring Mill Operator	13
	Radial Drill Operator	10
TOOL ROOM AND MAINTENANCE		
	Electrical Technician	19
	Machinist	16
	Maintenance Man	14
	Repairman Electrical Maintenance and Prod.	13
	Janitor Power Sweeper Operator	2
INSPECTION		
	Inspector H. & V.	12

	<u>Title</u>	<u>Job Classification</u>
H. & V. DEPARTMENT		
Group Leader Layout and Fabricator	17
Group Leader Fabricators	16
Group Leader H.D. Fans	16
C.N.C. Thermal Machining Centre Operator	14
Fabricator H. D. Fans	13
Fabricator Fans	12
Variable Inlet Vane & Damper Fabricator Fitter	12
Fan Fitter Large	11
Fan Fitter Small	9
Painter (Brush & Spray)	9
Fabricator's Assistant	9
Press Brake Operator	9
Shear Operator (Large)	9
Lift Truck Operator	8
Product Painter	7
Grit Blast Machine Operator	7
Helper H. & V,	6
Chipper and Grinder	5
Material Handler	3
WHEEL DEPARTMENT		
Group Leader Wheel Fitter and Balancer	16
Wheel Fitter	13
Wheel Balancer	11
Wheel Assembler	9
Wheel Truer	9
WELDING		
Group Leader Welder	16
Welder (Fitter)	14
Welder Flat and Vertical	12

<u>Department</u>	<u>Title</u>	<u>Job Classification</u>
PUMP DEPARTMENT		
	Pump Tester Fans and Coils	14
	Pump Fitter	14
	'Preparation and Balance	7
	Material Handler	3
SHIPPING AND RECEIVING DEPARTMENT		
	Receiver	9
	Sawyer	8
	Crater and Packer	6

**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
SERVICE							
SR-1	Serviceman.....	37 to 48	17	3	11	13	15
MACHINE SHOP							
MS-6-31	C.N.C. Horizontal Machining Centre.....	31 to 36	14	3	8	10	12
MS-6-7	Horizontal Boring Mill Operator.....	31 to 36	13	3	7	9	11
MS-6-14	Radial Drill Operator.....	13 to 18	10	2	6	8	-
TOOL ROOM AND MAINTENANCE							
TR-63-7	Maintenance Man.....	31 to 36	14	3	8	10	12
TR-63-14	Repairman Electrical Maintenance and Prod.	31 to 36	13	3	7	9	11

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
	INSPECTION						
TR-63-5	Inspector (H. & V.).....	25 to 30	12	3	6	8	10
	H. & V. DEPARTMENT						
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	11
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-73-4	Welder Flat and Vertical	19 to 24	12	3	6	8	10
HV-7-7	Fan Fitter Large	25 to 30	11	3	5	7	9
HV-72-6	Wheel Balancer	7 to 12	11	1	9	-	-
HV-7-8	Fan Fitter Small	19 to 24	9	2	5	7	-
HV-72-2	Wheel Assembler	13 to 18	9	2	5	7	-
HV-7-28	Fabricator's Assistant	13 to 18	9	2	5	7	-
HV-7-23	Press Brake Operator	7 to 12	9	1	7	-	-
HV-72-8	Wheel Truer	7 to 12	9	1	7	-	-

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
PUMP DEPARTMENT							
P-8-1	Pump Fitter	37 to 48	14	3	8	10	12
SHIPPING DEPARTMENT							
S-10-1	Receiver	13 to 18	9	2	5	7	-
S-10-5	Sawyer	7 to 12	8	1	6	-	-

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 INCLUSIVE, 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 or 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.
- 3.** Intentional waste, destruction of Company or fellow employees's property, handicapping of a fellow workman or other malicious acts.
- 4.** Dangerous acts such as violation of safety rules, horseplay, throwing objects, scuffling or fooling, not wearing safety equipment.
- 5.** Wilful refusal of an employee to follow instructions or perform designated work or other forms of insubordination.
- 6.** 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 dependant 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.

- 1.** 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.
- 2.** Employees shall not engage in any contest, feat of strength, unnecessary running, rough or boisterous conduct, or horseplay of any kind on company premises.
- 3.** Employees shall not operate Company equipment or machinery without proper authorization.
- 4.** Machinery in motion must be switched off, and all moving parts completely stopped, before cleaning, oiling, or adjusting.
- 5.** 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.
- 6.** Employees shall not misuse, **remove**, or interfere with anything provided for securing the safety or welfare of any employee or person on Company premises.
- 7.** **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.

8. All employees are subject to a medical examination by Company physician, at the Company's request.
9. 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**.

The Company will provide such equipment at its expense.

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.
12. 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 jewellery must be removed before starting work and remain off during working hours.
14. 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

May 29, 1990

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

Painters	-	2 pairs per year
Maintenance Man	-	1 pair per year
Repairman Mechanical	-	1 pair per year

SAFETY SHOES

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

WINTER JACKETS AND RAINWEAR

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

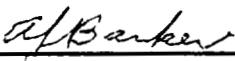
Maintenance Man	Repairman Mechanical
Receivers	Truck Driver
Lift Truck Operator	
Material Handler - Shipping Department	
One Material Handler - H. & V. Department	

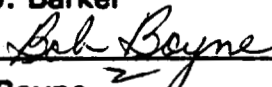
WELDING CLOTHING AND SUPPLIES

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.

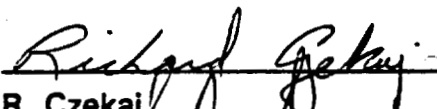
HOWDEN FAN DIVISION OF
CANADIAN BLOWER/CANADA PUMPS LIMITED
For the Company



A.J. Barker


B. Boyne

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



R. Czeka
