

GA-107 MORNING MINES -

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GA 107? (3362)  
Bussière

Québec, le 15 avril 1955.

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Monsieur Alfred Bussière, LL. L.,  
Commission de Relations Ouvrières,  
371, Boulevard Charest,  
Québec.

Re: Noranda Mines, Limited,  
&  
United Steelworkers of America,  
local 4278 (CC1- CIO)

Monsieur le secrétaire,

Je vous retourne, sous pli, le dossier  
ci-dessus que vous m'avez prêté pour étude.

Je vous remercie de votre obligeance  
dans cette affaire.

Sincèrement à vous,

Le registraire des conventions collectives,

J.-L. Vallée  
ML

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SIEGE SOCIAL  
371, BOULEVARD CHAREST  
QUEBEC  
TELEPHONE: 4-8411  
BUREAU DE MONTREAL  
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MONTREAL  
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COMMISSION DE RELATIONS OUVRIÈRES  
DE LA  
PROVINCE DE QUÉBEC

REF.

Québec, le 7 avril 1955.

M. J. Léon Vallée, registraire  
des conventions collectives,  
Ministère du Travail,  
Hôtel du Gouvernement,  
QUEBEC.



Cher monsieur,

Pour faire suite à votre téléphone, nous vous adressons une copie de la convention intervenue entre Noranda Mines, Limited et United Steelworkers of America, Local 4278 (CCL-CIO), enregistrée sous le No 3862.

Auriez-vous l'obligeance de nous la retourner aussitôt que vous en aurez plus besoin.

Bien à vous,

Secrétaire-adjoint.

Alfred Bussière, LL.L.,  
15/

THIS AGREEMENT made this 4th day of October, 1955.

BETWEEN

Noranda Mines, Limited, a corporation incorporated under the laws of the Province of Ontario and Licensed to carry on business in the Province of Quebec, hereinafter called the "Company"

of the first part

-- a n d --

United Steelworkers of America, Local 4278, (CCL-CIO), a voluntary non-incorporated association of employees hereinafter called the "Union"

of the second part

WITNESSETH That the parties hereto agree as follows:

ARTICLE I

This Agreement sets out wage rates, hours of work and other working conditions and establishes a procedure for the settlement of Grievances.

ARTICLE 2

DEFINITION OF PERSONS AFFECTED

The words "employee" or "employees" wherever used in this Agreement shall mean respectively an employee or employees included in the group of employees specified in the decision of the Quebec Labour Relations Board dated January 11, 1951, whereby the Union was certified to represent "all hourly-rated employees of the Company employed at its property known as the Horne Mine and plant located at Noranda, Quebec EXCEPT - 1. All employees who are paid on a monthly, weekly, daily or contract basis or on any other basis than a basic hourly rate; 2. Any employees who are paid on a basic hourly rate but who are (a) clerical employees (b) employees holding positions of an authority higher than the position of sub-foreman or mucker boss (c) confidential employees including policemen, guards, gatemen and watchmen (d) technical employees (e) part time employees and school boys" for purposes of collective negotiations in conformity with the Labour Relations Act of the Province of Quebec.

In case of any dispute as to whether a person employed by the Company is excluded from the category of an "employee" the matter shall be referred to the Quebec Relations Board for a ruling.

ARTICLE 3

RECOGNITION

The Company recognizes the Union as the certified representative of employees for the purpose of conducting collective negotiations regarding rates of pay, hours of work and other conditions of employment, in conformity with the Laws of Quebec respecting Labour Relations.

ARTICLE 4

MANAGEMENT

The Union agrees that the Company has the exclusive right and power

- (a) to maintain order, discipline and efficiency, to be the judge of the qualifications of employees, to make, alter and amend rules of conduct and procedure for employees;

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ARTICLE 4 (Continued)

- (b) to hire, discharge, classify, transfer, promote, demote, lay off, suspend or discipline employees; provided, however, that if any employee believes that he has been discharged or disciplined as a result of the unjust application of the rights of discharge and discipline provided for in this Agreement or that any other exercise of the foregoing rights is in conflict with the provisions of this Agreement he may have the matter dealt with under the Grievance Procedure; and
- (c) generally to manage the enterprise, locate, extend, curtail or cease operations and to determine the number of men required for any and all operations, the kinds and locations of machines and tools to be used and the schedules of production.

ARTICLE 5NO DISCRIMINATION

There shall be no discrimination by the Company or its representatives or the Union or its members against any person employed by the Company because of membership or non-membership in any lawful union or any lawful association of employees or because of race, colour, religious creed or political belief.

No person shall be required, as a condition of employment, to become or remain a member of any union or trade union, or any association of employees, and no statements or representations to the contrary shall be made.

There shall be no solicitation of membership in any union organization, or any association of employees, or collection of union dues or any union activity (except as set out in the Grievance Procedure) on the Company's time or on the Horne Mine and plant property. Casual conversation which does not interfere with the work of any person employed by the Company shall not be regarded as union activity.

ARTICLE 6GRIEVANCE PROCEDURE

Employees are urged to attempt to settle any complaints or disputes with their immediate Shift Bosses or Supervisors before proceeding with the Grievance Procedure.

It is agreed that the settlement of any grievance shall not be construed as a precedent and shall not be binding on the Company in respect to any other grievance.

Nothing in this Agreement shall be construed to limit or impair the right of any employee to present any grievance or complaint directly to any representative of the Company or to restrict the Company from making settlements in respect to any such complaints or grievances, so long as the terms of any such settlement do not conflict with other provisions of this Agreement.

Should any difference as to the meaning or violation of the provisions of this Agreement arise between the Company and the Union or between the Company and any employee and in the latter case if the employee should wish to present his difference through the procedure set out below instead of presenting it directly to a representative of the Company, an earnest effort shall be made to settle such difference in the following manner:

Stage one

The employee (assisted if he so desires by a Steward who shall be reasonably familiar with the work on which the employee is engaged) may, provided it is done within forty-eight (48) hours after the alleged grievance has arisen, present his complaint either orally or in writing to his immediate shift boss or foreman, (who may be accompanied, if he so desires, by another Management Representative) and if within forty-eight (48) hours from the time when such complaint was made to the shift boss or foreman a decision satisfactory to the employee is not given to him, then

Stage Two

Such employee, (assisted if he so desires by a Steward who shall be reasonably familiar with the work on which the employee is engaged) may, within forty-eight (48) hours after the decision of the Management Representative at Stage one has been, or should have been given, present his representations orally or in writing to the Management Representative designated by the Company from time to time to handle such matters at Stage Two, (who may be accompanied, if he so desires, by another Management Representative) and if within forty-eight (48) hours from the time when such representations were presented to the Management Representative for Stage Two, a decision satisfactory to such employee is not given to him, then

Stage Three

Before proceeding further with the matter such representations shall be stated by the employee in writing and presented by him (assisted if he so desires by not more than two (2) stewards), within forty-eight (48) hours after the decision of the Management Representative for Stage Two has been or should have been given, to the Management Representative designated by the Company from time to time to handle such matters at Stage Three (the Management Representative, if he so desires, may be accompanied by other officials of the Company) and such Management Representative shall give his decision in writing within seven (7) days from the date upon which such representations were presented to him, and if the matter is not satisfactorily disposed of, then

Stage Four

Notice in writing requesting further consideration of the matter may, within seven (7) days after the decision of the Management Representative for Stage Three has been or should have been given, be given by the Grievance Committee to the Management Representative designated by the Company from time to time to handle such matters at this stage Four. Such Management Representative shall notify the Union of the time and place at which he will meet the Grievance Committee to discuss the matter. At such time the representations in writing presented at Stage Three shall be presented to such Management Representative by not less than two (2) and not more than three (3) members of the Grievance Committee. The Management Representative may if he desires be accompanied by other officials of the Company. At this meeting such representations and the decision of the Management Representative for Stage Three shall be considered. At the inception of or during this Stage Four the Company may require that a General Representative of Local 4278 United Steelworkers of America (CCL-CIO) be present at such meeting. Every effort will be made to settle such difference within ten (10) days from the date upon which the Management Representative for Stage Four received written notice of the matter as above set forth and such Management Representative shall give the decision in writing on behalf of the Company within such ten (10) day period.

### Group Complaints

Where two or more employees have complaints relating to the meaning or violation of the provisions of this Agreement which are sufficiently common in nature that they may conveniently be dealt with together, such complaints shall constitute a group grievance and shall be handled as follows:

(a) If less than five (5) employees working under the same foreman are directly concerned in a group grievance the matter shall be initially submitted at stage One.

(b) If less than five (5) are directly concerned but all do not work under the same foreman, or if five (5) or more but less than twenty (20) are directly concerned in a group grievance the matter shall be initially submitted at Stage Two.

(c) If twenty (20) or more are directly concerned in a group grievance the matter shall be initially submitted at Stage Three.

(d) A group grievance shall be presented by not more than ten per cent (10%) of those in the group directly concerned but with a minimum of two (2) and a maximum of ten (10) employees allowed, assisted if they so desire by the appropriate number of Grievance Stewards or Grievance Committeemen as permitted in the various stages.

### General

(a) Sundays and paid statutory holidays shall not be counted in determining the time within which any action is to be taken in each of the four stages of the Grievance Procedure or under Clause (e) of these General Provisions.

(b) The Company will indicate by notice posted on the bulletin boards the Management Representatives designated from time to time to handle the matters at each stage of the Grievance Procedure. A copy of any such notice shall be sent to the Union.

(c) If no Management Representative shall have been designated by the Company for any of the stages through which the matter must proceed such matter may proceed directly to the higher stage for which a Management Representative has been named.

(d) Any and all time limits fixed by this Article for the taking of action by either party or by an employee may at any time be extended by agreement in writing signed by the Management Representative for Stage Four and a Steward.

(e) Any differences which arise directly between the Union and the Company concerning the meaning or violation of this Agreement, instead of following the procedure hereinbefore set out, may be submitted in writing by either of the parties to the other with opportunity to be provided within seven (7) days for oral discussion between the officers of the Union and Management Representatives designated for that purpose by the Company. Failing settlement within seven (7) days of such first oral discussion, either the Company or the Union may give notice in writing requiring a meeting within seven (7) days between such Management Representatives or such other senior officials of the Company as the Company may designate for this purpose, and a Representative of United Steelworkers of America, (CCL- CIO) and such other Union officials as may be desired to discuss the matter. The decision of the Company shall be given within seven (7) days after such meeting.

(f) In the event that any difference concerning the meaning or violation of this Agreement shall not have been satisfactorily settled under the foregoing provisions, the matter may then by notice in writing given by one party to the other within twenty-one (21) days from the giving of the decision of the Management Representative at Stage Four or the decision of the Company in the next preceding paragraph, be referred to arbitration as hereinafter provided. If no decision be given within the applicable period allowed above for the purpose, notice of arbitration may be given within twenty-one (21) days after the expiration of such period.

General (Continued)

(g) Should any difference arise between the Company and the Union or between the Company and any employee concerning the meaning or violation of this Agreement, or should any employee believe that he has been discharged in violation of the provisions of this Agreement and should either party or an employee desire to take advantage of the procedure provided for in this Article, each step in such procedure (including any reference to arbitration) required to effect a satisfactory disposition of the matter shall be taken by such party or such employee within the time limits above set forth or the matter shall be deemed to have been abandoned.

(h) If any dispute affecting an employee's rate of pay is finally settled in his favour and provided that the grievance was presented in writing within three (3) days after the employee received his cheque for the pay period in which the grievance first occurred, any adjustment shall be made retroactive to the date the grievance first occurred. If the grievance was not presented before the expiration of such three (3) days' period, any adjustment shall be made effective as of the day the grievance was presented in writing.

(i) Any misunderstanding in relation to contract bonus received will not be considered under the Grievance Procedure until it has been taken up with the bonus department by the employee who is directly concerned.

Stewards and Grievance Committeemen

(a) The Stewards and Grievance Committeemen herein referred to shall be appointed by the Union and shall be employees having at least six (6) months' plant seniority. Their number in the aggregate shall not be more than one (1) for each forty (40) employees.

(b) The Union shall from time to time notify the Company in writing of the names of the employees who are serving as Stewards and Grievance Committeemen and the Company shall not be required to recognize them until so notified.

(c) The Grievance Procedure shall be carried out as far as practicable outside of working hours so as to reduce loss of production and wages to a minimum. The Company shall not be asked to pay for any time spent in investigating or attempting to settle a grievance or complaint unless such time was spent at the Company's request.

(d) If it is necessary for any employee to take time off during working hours to investigate or attempt to settle a grievance he will arrange with his foreman or shift boss to be off at a time which will least interfere with his work. In order that there may be no difference of opinion later as to the time taken off work, he shall obtain a permission pass from his foreman or shift boss. The pass will show his name and number, the date, and the time he leaves his work and the time he returns to his work. The pass will be signed by him and his immediate supervisor or foreman to show that the time elapsed is correct. The original of the pass will be turned in to the Timekeeping Department and a carbon copy given to such employee.

(e) If the investigation of a grievance involves an employee entering any department or section of the property other than his authorized working place, or if it involves the investigation of the condition of a working place or of equipment, he must carry a permit for that purpose from his Department Head to be obtained through his immediate supervisor. Such investigation shall only be made when he is accompanied by the Department Head of the Department, section or place concerned, or by a Representative designated for the purpose by such Department Head.

(f) Where it is necessary in the investigation of a grievance for an employee to take time off or to enter a working place other than his own, permission to do so shall not be unreasonably withheld by the Company.

ARTICLE 7ARBITRATION

(a) In any case in which a Board of Arbitration shall be required under this Agreement, the Union and the Company shall each appoint one arbitrator and the two arbitrators so appointed shall appoint a third who shall act as Chairman. Each party shall notify the other in writing of the name of its Arbitrator within ten (10) days from the date of receipt of notice of Arbitration.

(b) Should the arbitrators appointed by the Union and the Company fail to agree within five (5) days upon the appointment of the third arbitrator, such third arbitrator shall be selected in rotation from the following panel:

Three (3) of the Magistrate's Court Judges of the Province of Quebec.

Any member of the panel who having been requested in his turn to act as chairman on an arbitration shall be unable or unwilling to act shall not again be requested to act as chairman until his name comes up again on the regular rotation of the panel.

(c) Arbitrations shall be heard at Noranda or at such other place as the parties shall mutually agree upon in writing.

(d) In any arbitration the presumption shall be, until the contrary shall have been proved, that the provisions of this Agreement have been complied with.

(e) In any arbitration the written representations of the employee or employees made at Stage Three (3) and the decision of the Company at Stage Four (4) of the Grievance Procedure or in the case of a difference directly between the Union and the Company the written representation by the applicant for the arbitration and the reply thereto by the other party shall be presented to the arbitrators and the award of the arbitrators shall be confined to determining the issues therein set out.

(f) Each party shall be entitled to be represented by counsel or otherwise and to present evidence, to cross-examine the witnesses of the other party and to present arguments orally and / or in writing. When written arguments are submitted each party may reply once to the argument of the other party. When any written argument or brief is filed by a party with The Board of Arbitrators a copy shall at the same time be sent to the other party.

(g) The Union and the Company shall respectively pay the expenses of the arbitrator appointed by each, and the expenses of the third arbitrator shall be borne in equal shares by the Union and the Company.

(h) Witness fees and allowances shall be paid by the party calling the witnesses.

(i) No costs of arbitration shall be awarded to or against either party.

(j) The finding of the majority of the Board of Arbitrators as to the facts and as to the meaning or violation of the provisions of the Agreement shall be conclusive and binding upon all parties concerned, but in no case shall the arbitrators be authorized to alter, modify or amend any part of this Agreement.

(k) The Arbitrators shall be requested to give their award within a period of fifteen (15) days after the close of the hearing.

ARTICLE 8NO CESSATION OF WORK

In view of the orderly procedure herein set forth for settling differences the Union agrees that there shall be no strike, stoppage, slow-down, or restriction of output during the life of this Agreement and that any or all of the employees taking part in or instigating any such strike, stoppage, slow-down or restriction of output shall be subject to discharge or other discipline by the Company.

On the other hand and for the same reason the Company agrees that there shall be no lockout during the life of this Agreement.

ARTICLE 9DISCHARGE CASES

If an employee be discharged from his employment after the date hereof and believes that his discharge results from an unjust application of the provisions of this Agreement, he may have the matter dealt with under the Grievance Procedure. Any such matter may be presented at the Third Stage of the Grievance Procedure within seven (7) days after written notice of such discharge has been given and not otherwise.

In the event that it should be finally decided that the discharge of any such employee resulted from an unjust application of the provisions of this Agreement, the Company shall reinstate such employee and pay him full compensation (less amounts of money earned by the employee during the time lost) at the employee's regular basic rate for the time lost after written complaint against such discharge has been received by the Company [or after discharge if the written complaint is received by the Company within the first three (3) days of such seven (7) days period), limited to a maximum of forty-eight (48) hours per week.

Upon such reinstatement, there shall be deemed to have been no break in the employee's continuous service by reason of such discharge.

ARTICLE 10SENIORITY

There shall be two (2) types of seniority namely: Plant Seniority and Departmental Seniority.

(a) The 'plant seniority' of an individual employed by the Company means the length of his continuous service at the Horne Mine and plant since the date of his last hiring by the Company, except as expressly provided herein.

(b) The 'departmental seniority' of an individual employed by the Company means the length of his continuous service in the Department of the Horne Mine and plant in which he is, at the time, regularly employed, since the date of his last entry into the service in such Department, except as expressly provided herein.

(c) Both plant seniority and departmental seniority of an employee shall be completely lost if he

(I) quits, or

(II) is discharged, or

- (III) is laid off by the Company for a period in excess of six (6) months, or
- (IV) Works for another employer while absent from his employment with the Company whether he is on official leave-of -absence or otherwise except when the Company approves such other work.

#### Plant Seniority

(a) In any case of reduction in force (except lay-offs considered by the Company to be temporary only) the Company shall consider the following two factors in determining which employee or employees shall be laid off:

- (I) Their respective plant seniorities, and
- (II) The requirements and the efficiency of operations and the ability, knowledge, training, skill and physical fitness to do the work of the respective employees concerned.

When in the judgment of the Company factor (II) is to all intents and purposes equal as between two or more employees, then except as hereinafter provided, those having the least seniority will be the first to be laid off.

(b) For a period of six (6) months from the date of lay-off for lack of work of any employee, he shall have preferential rights for re-hiring (but only for jobs whose occupants would be classified as employees and which are not of a temporary or emergency nature) in accordance with the following provisions:

Those most recently laid off within the previous six (6) months shall, to the extent of the number of workers at any one time required by the Company, be sent notices by mail by the Company stating the jobs available and the proposed time of hiring which shall not be less than seven (7) days from the date of such mailing. Such notices shall be mailed by registered mail to each such person addressed to the last address which he shall have recorded with the Company. The person to whom such notices are sent and who report ready for work shall if they are qualified and physically able to fill the jobs available, be re-hired in the inverse order to that in which they were laid off. The Company shall not be required however to re-hire at any time any person who shall have failed to report for re-hiring in accordance with and at the time stated in any such notice sent to him.

#### Departmental Seniority

(a) In making a promotion in any Department (except to a position the occupant of which is not classified as an employee) the Company shall consider the following two factors in determining which employee shall be promoted:

- (I) Their respective departmental seniorities and
- (II) The requirements and efficiency of operations and the ability, knowledge, training, skill and physical fitness to do the work of each employee concerned.

When in the judgment of the Company factor (II) is to all intents and purposes equal as between two or more employees, then, except as hereinafter provided, the employee having the greater or greatest seniority will receive the promotion.

(b) If the transfer of an individual employed by the Company from one Department to another is required by the Company for the efficient conduct of operations or because of considerations of health, his departmental seniority in such other Department shall be deemed to be equal to his plant seniority.

(c) An employee may file with the Company his written application for transfer to another Department and in the event of an opening occurring in such other Department his application shall be given full consideration by the Company. On being transferred at his own request an employee will have no initial departmental seniority in the Department to which he is transferred.

(d) Nothing in this Agreement shall be construed to preclude the transfer of an individual employed by the Company who is excluded from the category of an employee to a position where he is included in such category or vice versa.

#### Temporary Employees

(a) Notwithstanding anything to the contrary contained in this Agreement, an employee shall be considered to be a temporary employee and he shall have neither plant seniority nor departmental seniority until the end of six (6) months' continuous service with the Company at which time he shall become entitled to six (6) months' plant seniority and to departmental seniority equivalent to the time he has served continuously in his Department.

(b) There shall be no responsibility for the re-employment of a temporary employee in the event that he is laid off.

(c) A temporary employee may take advantage of the Grievance Procedure only in case he believes he has been disciplined or discharged for cause in violation of the provisions of this Agreement.

#### Absence

When hereafter an employee is absent on leave-of-absence or otherwise for a period in excess of three (3) weeks, except in cases of disabling accident or sickness, such period shall not be counted and shall be excluded in computing both his plant seniority and departmental seniority.

Any leave-of-absence permit must be in writing and signed by an authorized Company official.

An employee desiring to return to work after an unauthorized absence must give at least one (1) day's notice to the Company of his intention.

An employee not reporting for work must notify his foreman before the beginning of his shift or must give reason satisfactory to the Company for failing to so report.

The Company will grant one leave-of-absence to attend a Union convention to not more than four (4) employees, subject to the following conditions:

- (a) that the Union gives at least one (1) week's written notice to the Company designating the employees for whom such leave is desired;
- (b) that such leave will be for a period not exceeding two (2) weeks;
- (c) that such employees can be spared.

The Company will, on written application from the Union, grant a one (1) year's leave-of-absence during his tenure of office to not more than one (1) employee who is employed as President or Secretary of Local 4278, United Steelworkers of America, CCL-CIO.

ARTICLE 10 (Continued)Special Training

Notwithstanding anything to the contrary contained in this Agreement, the Company shall have the right from time to time to designate to the Union individuals who, on their own volition, are to be given special training or experience in preparing them or trying out their capabilities for other or broader assignments with the Company or for future service other than to the Company (including students in temporary employment) not exceeding at any one time twenty-five (25) or five percent (5%) of the employees, whichever shall be the greater, and to promote, demote or transfer such individuals, engage, retain, or dispense with their services, and direct their efforts from time to time, free from any limitations provided for in this Agreement; provided, however, that the employment of any such individual shall not affect the seniority nor result in the demotion of any other employee.

Armed Forces

Individuals resuming employment with the Company after service in the Armed Forces shall be reinstated in conformity with the spirit and intent of the Veterans' Benefit Act, 1951, or other applicable laws.

ARTICLE 11DEPARTMENTS & SENIORITY LISTSDepartments

For the purposes of applying the provisions of this Agreement the Departments shall be as follows:

1. Mine Department (including Mine Surface).
2. Mechanical, Electrical and Construction Department.
3. Smelter Department.
4. Concentrator Department (including Cyanide and Pyrite Plants).
5. General Surface Department.
6. Sintering Plant.

Seniority Lists

Within three (3) weeks after the date of execution of this Agreement, the Company will prepare lists of the employees showing the respective dates of their last entries into the Company's service at the Horse Mine and Plant. Such lists shall be posted and remain for a period of two (2) weeks for the express purpose that any employee may make a complaint as to the correctness of the date of his last entry into the Company's service. At the end of this two (2) weeks' period the lists, including any corrections that have been made, shall become final. Seniority lists shall be revised and posted every six (6) months.

ARTICLE 12VACATIONS WITH PAY

(a) An employee with less than five (5) years of plant seniority as of April 30, 1956, will become entitled to the minimum vacation with pay provided for by Ordinance Three (3) of the minimum Wage Commission of the Province of Quebec.

(b) An employee with five (5) years or more, but less than twenty (20) years of plant seniority as of April 30, 1956, will become entitled to twice the vacation with pay provided under section (a) of this Article, but not more than two (2) weeks' vacation and pay of four per cent (4%) of his earnings during the twelve month period ending April 30.

(c) An employee with twenty years or more of plant seniority as of April 30, 1956, will become entitled to three times the vacation with pay provided under section (a) of this Article, but not more than three (3) weeks' vacation and pay of six per cent (6%) of his earnings during the twelve (12) month period ending April 30.

(d) Such vacations must be taken during the twelve (12) month period commencing with the first of May immediately preceding.

(e) An employee leaving the service of the Company will be entitled if he has not already received it, to the vacation pay to which he became entitled on the May 1 immediately preceding and to an indemnity of two percent (2%), but not more than two percent (2%) of his earnings since such May 1.

(f) Subject to the requirements of operations the Company shall meet the wishes of the employees as far as possible in setting vacation dates.

ARTICLE 13

HOURS OF WORK AND OVERTIME

(a) It is recognized that the Company is operating on a forty-eight (48) hour week and that it has been agreed that the conditions set out below in this Article will be established as soon as reasonably practicable and in any event within sixty (60) days after the date of execution of this Agreement and the same will then be maintained during the life of this Agreement. The change from the forty-eight (48) hour week to the forty-four (44) hour week will necessarily be made progressively and will take effect for each designated group or classification of employee when the necessary modifications have been made and the working force re-organized. Until such time as an employee goes on the forty-four (44) hour week he will continue on the forty-eight (48) hour week and be subject to the provisions set out in Article 13 of the previous Agreement between the parties made on February 13, 1954.

(b) The Company does not guarantee to provide work for any employee nor to maintain the work week or working hours presently in force.

(c) The work week shall commence with the day shift on Sunday.

(d) Hoisting and lowering schedules at the Horne Mine will be arranged to provide approximately eight (8) hours from collar to collar for each shift, but variations from such schedules not exceeding fifteen (15) minutes which do not occur consistently shall be disregarded. Any delay greater than fifteen (15) minutes in hoisting employees from underground which is due to necessary repair work or safety considerations or causes beyond the Company's control shall be paid for on the basis of straight time only, but such time shall not be considered to be time worked. The daily lunch period for an employee whose work requires him to eat his lunch underground shall be one-half (1/2) hour on Company time.

(e) Eight (8) hours' work at his designated working place will constitute a work day for each employee on surface. The lunch period for a surface employee will be on his own time except that for an employee on continuous operations or two shift consecutive operations it will be one-half (1/2) hour on Company time, during which time he shall continue all necessary supervision of machinery and maintenance of services.

(f) The work week for employees who work on rotating shift shall be three (3) five-day weeks (not necessarily consecutive) and three (3) six-day weeks (not necessarily consecutive) in each period of six (6) weeks as scheduled by the Company, for the purpose of making an average work week of forty-four (44) hours.

The work week for all other employees shall be either the same as in the case of employees on rotating shifts or five and one-half (5½) days, as directed by the Company.

(g) An employee will be paid one and one-half times his applicable hourly rate for any time actually worked on an hourly rate basis in excess of:

- (I-a) Eight (8) hours in his scheduled full eight (8) hour day.
- (I-b) Four (4) hours in his scheduled half-day.
- (2) Forty (40) hours in his scheduled five (5) day work week;
- (3) Forty-four (44) hours in his scheduled five and one-half (5½) day work week;
- (4) Forty-eight (48) hours in his scheduled six (6) day work week;

excepting when such excess is due to change of shift.

(h) Time allowed as overtime in any work day shall not again be allowed as overtime in the work week. In no case shall an employee be entitled to more than one and one-half times his applicable hourly rate for any time worked except as hereinafter provided.

(i) An employee who is called out for emergency work excluding designated emergency workers shall be guaranteed four (4) hours' work or at the Company's option shall be given four (4) hours' pay at his basic hourly rate without being required to work the full period in which case he shall not be considered to have worked any time. If he is

ARTICLE 13. (cont'd.)

entitled to payment at overtime rates as provided for in this Article for any or all of the time actually worked, and such payment is larger than such four (4) hours' pay, he shall receive the larger amount.

(j) An employee who works on an hourly rate who reports on time for work on his regular shift and was not told in advance not to report, shall be guaranteed four (4) hours' work, or at the Company's option shall be given four (4) hours' pay at his basic hourly rate without being required to work the full period. This shall not apply to employees who are returning to work after an unauthorized absence or if work is not available for any cause beyond the control of the Company or because of an act of God or any labour dispute.

ARTICLE 14STATUTORY HOLIDAYS

(a) An employee will be paid twice his applicable hourly rate for time worked on New Year's Day, Dominion Day, Labour Day, Thanksgiving Day and Christmas Day.

(b) So that an employee will not lose pay because he is not required to work on any such holiday, which day would otherwise have been his normal working day, he shall be paid for eight (8) hours at his basic rate for that day, provided that he shall not be paid if

- (I) the holiday coincides with his weekly day off;
- (II) He fails to work on the holiday or on the day immediately before or on the day immediately following, after having been notified to do so, whether or not it was his weekly day off;
- (III) the holiday is included in two or more consecutive days of absence from actual work except in the case of a two-day or three-day absence comprising the holiday and, respectively, one weekly day off or two weekly days off;
- (IV) he has had less than one month of continuous service with the Company;

and provided further that

- (V) An employee who leaves his work early on the day before or the day after the holiday will not be considered to have worked on the day on which he left early; and
- (VI) Lateness in coming to work on the day following a holiday will reduce the holiday pay to which an employee is otherwise entitled under section (B) of this Article by one (1) hour if he is late one-half (1/2) hour or less and by two hours if he is late more than one-half hour but less than one hour. Lateness of one hour or more will disqualify him for holiday pay.

(c) An employee required to work less than eight (8) hours on any such holiday shall, if he qualifies under section (b) of this Article be paid his basic rate for the remainder of the shift but an employee who works less than eight (8) hours after being notified to work the full shift shall not be paid for that part of the shift which he does not work.

(d) The provisions of this Article shall apply to the twenty-four (24) hour period starting at 8:00 a.m., on any such holiday except that when another day is proclaimed in lieu of any such holiday such provisions shall apply to such other day and not to the holiday.

(e) Any time for which an employee is paid at double his rate under section (a) and/or at his basic rate under section (b) of this Article shall be considered to be time worked for the purpose of determining if he is entitled to overtime rates for any other time worked.

ARTICLE 15WAGES AND BONUSES

The Company and the Union agree that the scale of wages, bonuses and overtime rates and the time and methods of payment effective immediately prior to the execution of this Agreement shall be maintained during the life of this Agreement, subject to the following modifications, viz.:

(a) effective on execution of this Agreement the hourly rate for each classification of employees is increased by three and one-half percent (3-1/2%) but not less than four and one-half cents (4-1/2¢);

(b) as and when an employee goes on the forty-four (44) hour week in order to compensate for the shorter work week his applicable hourly rate shall be established in

ARTICLE 15 (continued)

accordance with the following formula, viz.:

his applicable hourly rate immediately prior to execution of this Agreement plus three and one-half percent (3-1/2%) thereof multiplied by 1.09091 ( to the nearest cent).

ARTICLE 16BULLETIN BOARDS

(1) No bills, bulletins newspapers or other documents shall be posted or distributed in or about the premises of the Company by the Union or by an employee.

(2) The Company will provide five (5) bulletin boards for Union notices as follows:

- I Clock House
- I Concentrator Dry
- I Smelter Dry
- I Mine Dry
- I Machine Shop

(3) Notices which the Union wishes to have posted on these bulletin boards shall be submitted to the Company for approval and posting. Notices in French or English of Union meetings (limited to the time, place and type of meetings and, if desired the names of speakers) or social events or appointments of Grievance Stewards or Grievance Committeemen will be accepted, but any notice which the Company considers to be of a controversial nature will not be approved or posted.

ARTICLE 17AUTHORITY OF UNION

The United Steelworkers of America, Local 4278, and its duly appointed or elected representatives herein mentioned agree that they have authority from the members of the said Local to enter into this Agreement and agree that this Agreement shall be binding upon the said Local and/or its members under the laws of Quebec.

ARTICLE 18NOTICES

(1) Any notice in writing which either party desires to give to the other shall be given by registered mail, postage prepaid, addressed as follows:

To the Company:

Noranda Mines, Limited,  
P. O. Box 130,  
Noranda, Quebec.

To the Union:

The Secretary, Local 4278,  
United Steelworkers of America,  
P. O. Box 324,  
Noranda, Quebec.

(2) Any notice so mailed shall be deemed given as of the next business day after date of mailing. The registration receipt shall establish the date of mailing.

(3) Either party may change its address for service of notices at any time by notice as above mentioned.

ARTICLE 19

TERMINATION

This Agreement shall become effective as of October 4th, 1955, and shall terminate at the expiration of one (1) year, i. e. on the 3rd day of October, 1956.

IN WITNESS WHEREOF Noranda Mines, Limited, has caused its corporate seal to be affixed under the hands of its proper officers in that behalf and the duly appointed or elected representatives of Local 4278, United Steelworkers of America have hereunto set their hands and seals.

Executed at the City of Noranda, Quebec, this 4th day of October, 1955.

Signed for

NORANDA MINES, LIMITED

John R. Beaulieu  
Vice-President

(Illisible)  
Secretary

M. Morel

H. L. Ames.

(Illisible)

G. H. Judge

E. W. Michaud

(Illisible)

LOCAL 4278  
UNITED STEELWORKERS OF AMERICA

Ben Charette

R. J. MacDonald

Clarence Prestley

M. Walme

Clément Lemieux

Jack Dry

JM. Dupros

William J. Hum

(Illisible)

(Illisible)

COLLECTIVE BARGAINING  
AGREEMENT

between

NORANDA MINES LIMITED

AND

UNITED  
STEELWORKERS  
OF AMERICA

(CCL-CIO) LOCAL 4278

Dated January 28, 1952

12/31/52

THIS AGREEMENT

made this 28th day of January 1952

BETWEEN

Noranda Mines, Limited, a corporation incorporated under the laws of the Province of Ontario and licenced to carry on business in the Province of Quebec, hereinafter called the "Company";

of the first part

-and-

United Steelworkers of America, Local 4278, (CCL-CIO), a voluntary non-incorporated association of employees hereinafter called the "Union"

of the second part

WITNESSETH that the parties agree as follows:-

ARTICLE 1

This Agreement sets out wage rates, hours of work and other working conditions and establishes a procedure for the settlement of Grievances.

ARTICLE 2

DEFINITION OF PERSONS AFFECTED

The words "employee" or "employees" wherever used in this Agreement shall mean respectively an employee or employees included in the group of employees specified in the decision of the Quebec Labour Relations Board dated January 11, 1951, whereby the Union was certified to represent "all hourly-rated employees of the Company employed at its property known as the Horne Mine and plant located at Noranda, Quebec.-

EXCEPT 1.- All employees who are paid on a monthly, weekly, daily or contract basis or on any other basis than a basic hourly rate; 2.- Any employees who are paid on a basic hourly rate but who are (a) clerical employees (b) employees holding positions of an authority higher than the position of sub-foreman or mucker boss (c) confidential employees including policemen, guards gatemen and watchmen (d) technical employees (e) part time employees and scholl boys" for purposes of collective negotiations in conformity with the Labour Relations Act of the Province of Quebec.

In case of any dispute as to whether a person employed by the Company is excluded from the category of an "employee" the matter shall be referred to the Quebec Labour Relations Board for a ruling.

ARTICLE 3 RECOGNITION

The Company recognizes the Union as the certified representative of employees for the purpose of conducting collective negotiations regarding rates of pay, hours of work and other conditions of employment, in conformity with the Laws of Quebec- respecting Labour Relations.

ARTICLE 4 MANAGEMENT

The Union agrees that the Company has the exclusive right and power

- a) to maintain order, discipline and efficiency to be the judge of the qualifications of employees, to make, alter and amend rules of conduct and procedure for employees;
- b) to hire, discharge, classify, transfer, promote, demote, lay off, suspend or discipline employees; provided, however, that any exercise of these rights in conflict with the provisions of this Agreement shall be subject to the provisions of the Grievance Procedure; and
- c) generally to manage the enterprise, locate extend, curtail or cease operations and to determine the number of men required for any and all operations, the kinds and locations of machines and tools to be used and the schedules of production.

ARTICLE 5 NO DISCRIMINATION

There shall be no discrimination by the Company or its representatives or the Union or its members against any person employed by the Company because of membership or non-membership in any lawful union or any lawful association of employees or because of race, colour, religious creed or political belief.

No person shall be required, as a condition of employment, to become or remain a member of any union or trade union, or any association of employees, and no statements or representations to the contrary shall be made.

There shall be no solicitation of membership in any union organization, or any association of employees, or collection of union dues or any union activity (except as set out in the Grievance Procedure) on the Company's time or on the Horne Mine and plant property. Casual conversation which does not interfere with the work of any person employed by the Company shall not be regarded as union activity.

#### ARTICLE 6 GRIEVANCE PROCEDURE

Employees are urged to attempt to settle any complaints or disputes with their immediate Shift Bosses or Supervisors before proceeding with the Grievance Procedure.

It is agreed that the settlement of any grievance shall not be construed as a precedent and shall not be binding in respect to any other grievance.

Nothing in this Agreement shall be construed to limit or impair the right of any employee to present any grievance or complaint directly to any representative of the Company or to restrict the Company from making settlements in respect to any such complaints or grievances, so long as the terms of any such settlement do not conflict with other provisions of this Agreement.

Should any difference as to the meaning or violation of the provisions of this Agreement arise between the Company and the Union or between the Company and any employee and in the later case if the employee should wish to present his difference through the procedure set out below instead of presenting it directly to a representative of the Company, an earnest effort shall be made to settle such difference in the following manner:

Stage 1.- The employee (assisted if he so desires by a Steward who shall be reasonably familiar with the work on which the employee is engaged) may, provided it is done within forty-eight (48) hours after the alleged grievance has arisen, present his complaint either orally or in writing to his immediate shift boss or foreman. A grievance shall be considered to have arisen when the employee or employees concerned should reasonably be considered to have become aware of the circumstances causing it. If within forty-eight (48) hours from the time when such complaint was made to the shift boss or foreman a decision satisfactory to the employee is not given to him, then.

Stage 2.- Such employee, (assisted if he so desires by a Steward who shall be reasonably familiar with the work on which the employee is engaged) may, within forty-eight (48) hours after the decision of the Management Representative at Stage One has been, or should have been given, present his representations orally or in writing to the Management Representative designated by the Company from time to time to handle such matters at Stage, Two, and if within forty-eight (48) hours from the time when such representations were presented to the Management Representative for Stage Two a decision satisfactory to such employee is not given to him, then.

Stage 3.- Before proceeding further with the matter such representations shall be stated by the employee in writing and presented by him (assisted if he so desires by not more than two (2) stewards) within forty-eight (48) hours after the decision of the Management Representative for Stage Two has been or should have been given, to the Management Representative designated by the Company from time to time to handle such matters at Stage Three (the Management Representative, if he so desires, may be accompanied by other officials of the Company) and such Management Representative shall give his decision in writing within seven (7) days from the date upon which such representations were presented to him, and if the matter is not satisfactory disposed of, then

Stage 4.- Notice in writing requesting further consideration of the matter may, within seven (7) days after the decision of the Management Representative for Stage Three has been or should have been given, be given by the Grievance Committee to the Management Representative designated by the Company from time to time to handle such matters at this Stage Four. Such Management Representative shall notify the Union of the time and place at which he will meet the Grievance Committee to discuss the matter. At such time the representations in writing presented at Stage Three shall be presented to such Management Representative by not less than two (2) and not more than three (3) members of the Grievance Committee. The Management Representative may, if he desires be accompanied by other officials of the Company.

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At this meeting such representations and the decision of the Management representative for Stage Three shall be considered. At the inception of or during this Stage Four the Company may require that a General Representative of Local 4273, United Steelworkers of America, (CCL-CIO) be present at such meeting. Every effort will be made to settle such difference within ten (10) days from the date upon which the Management Representative for Stage Four received written notice of the matter as above set forth and such Management representative shall give the decision in writing on behalf of the Company within such ten (10) days period.

#### GROUP COMPLAINTS

Where two or more employees have complaints relating to the meaning or violation of the provisions of this Agreement which are sufficiently common in nature that they may conveniently be dealt with together, such complaints shall constitute a group grievance and shall be handled as follows:-

(a) If less than five (5) employees working under the same foreman are directly concerned in a group grievance the matter shall be initially submitted at Stage One.

(b) If less than five (5) are directly concerned but all do not work under the same foreman, or if five (5) or more but less than twenty (20) are directly concerned in a group grievance the matter shall be initially submitted at Stage Two.

(c) If twenty (20) or more are directly concerned in a group grievance the matter shall be initially submitted at Stage Three.

(d) A group grievance shall be presented by not more than ten per cent (10%) of these in the group directly concerned but with a minimum of two (2) and a maximum of ten (10) employees allowed, assisted if they so desire by the appropriate number of Grievance Stewards or Grievance Committeemen as permitted in the various stages.

#### GENERAL.-

(a) Sundays and holidays shall not be counted in determining the time within which any action is to be taken in each of the four stages of the Grievance Procedure or under Clause (e) of these General Provisions.

(b) The Company will indicate by notice posted on the bulletin boards the Management Representatives designated from time to time to handle the matters at each stage of the Grievance Procedure. A copy of any such notice shall be sent to the Union.

(c) If no Management representative shall have been designated by the Company for any of the stages through which the matter must proceed such matter may proceed directly to the next higher stage for which a Management Representative has been named.

(d) Any and all time limits fixed by this Article for the taking of action by either party or by an employee may at any time be extended by agreement in writing signed by the Management Representative for Stage Four and a Steward.

(e) Any differences which arise directly between the Union and the Company concerning the meaning or violation of this Agreement, instead of following the procedure hereinbefore set out, may be submitted in writing by either of the parties to the other with opportunity to be provided within seven (7) days for oral discussion between the officers of the Union and Management Representatives designated for that purpose by the Company. Failing settlement within seven (7) days of such first oral discussion, either the Company or the Union may give notice in writing requiring a meeting within seven (7) days between such Management Representatives or such other senior officials of the Company as the Company may designate for this purpose, and a Representative of United Steelworkers of America, (CCL-CIO) and such other Union officials as may be desired to discuss the matter. The decision of the Company shall be given within seven (7) days after such meeting.

(f) In the event that any difference concerning the meaning or violation of this Agreement shall not have been satisfactorily settled under the foregoing provisions, the matter may then by notice in writing given by one party to the other within twenty-one (21) days from the giving of the decision of the Management Representative at Stage Four (4) or the decision of the Company in the next preceding paragraph, be referred to arbitration as hereinafter provided. If no decision be given within the applicable period allowed above for the purpose, notice of arbitration may be given within twenty-one (21) days after the expiration of such period.

(g) Should any difference arise between the Company and the Union or between the Company and any employee concerning the meaning or violation of this Agreement, or should any employee believe that he has been discharged in violation of the provisions of this Agreement and should either party or an employee desire to take advantage of the procedure provided for in this Article each step in such procedure (including any reference to arbitration) required to effect a satisfactory disposition of the matter shall be taken by such party or such employee within the time limits above set forth or the matter shall be deemed to have been abandoned.

(h) If any dispute affecting an employee's rate of pay is finally settled in his favour and provided that the grievance was presented in writing within three (3) days after the employee received his cheque for the pay period in which the grievance first occurred, any adjustment shall be made retroactive to the date the grievance first occurred. If the grievance was not presented before the expiration of such three (3) days' period, any adjustment shall be made effective as of the day the grievance was presented in writing.

(i) Any misunderstanding in relation to contract bonus received will not be considered under the Grievance Procedure until it has been taken up with the bonus department by the employee who is directly concerned.

(j) The Company and the Union shall agree on forms for presentation of grievances and recording of decisions.

#### STEWARDS and GRIEVANCE COMMITTEEMEN

(a) The Steward and Grievance Committee-men herewith referred to shall be appointed by the Union and shall be employees having at least six (6) months' plant seniority. Their number in the aggregate shall not be more one (1) for each forty (40) employees.

(b) The Union shall from time to time notify the Company in writing of the names of the employees who are serving as Stewards and Grievance Committeemen and the Company shall not be required to recognize them until so notified.

(c) The Grievance Procedure shall be carried out as far as practicable outside of working hours so as ~~to reduce loss of production and wages to a minimum~~ to reduce loss of production and wages to a minimum. The Company shall not be asked to pay for any time spent in investigating or attempting to settle a grievance or complaint unless such time was spent at the Company's request.

(d) If it is necessary for any employee to take time off during working hours to investigate or attempt to settle a grievance he will arrange with his foreman or shift boss to be off at a time which will least interfere with his work. In order that there may be no difference of opinion later as to the time taken off work, he shall obtain a permission pass from his foreman or shift boss. The pass will show his name and number, the date, and the time he leaves his work and the time he returns to his work. The pass will be signed by him and his immediate supervisor or foreman to show that the time elapsed is correct. The original of the pass will be turned in to the Timekeeping Department and a carbon copy given to such employee.

(e) If the investigation of a grievance involves an employee entering any department or section of the property other than his authorized working place, or if it involves the investigation of the condition of a working place or of equipment he must carry a permit for that purpose from his Department Head to be obtained through his immediate supervisor. Such investigation shall only be made when he is accompanied by the Department Head of the Department, section or place concerned or by a Representative designated for the purpose by such Department Head.

(f) Where it is necessary in the investigation of a grievance for an employee to take time off or to enter a working place other than his own, permission to do so shall not be unreasonably withheld by the Company.

#### ARTICLE 7

#### ARBITRATION

(a) In any case in which a Board of Arbitration shall be required under this Agreement, the Union and the Company shall each appoint one arbitrator and the two arbitrators so appointed shall appoint a third who shall act as Chairman. The Arbitrators to be appointed by the Union and the Company shall be appointed within ten (10) days from the date of receipt of notice of arbitration.

(b) Should the arbitrators appointed by the Union and the Company fail to agree within five (5) days upon the appointment of the third arbitrator, such third arbitrator shall be selected in rotation from the following panel:

Three (3) of the Magistrate's Court Judges of the Province of Quebec. Any member of the panel who having been requested in his turn to act as Chairman on an arbitration shall be unable or unwilling to act shall not again be requested to act as chairman until his name comes up again on the regular rotation of the panel.

(c) Arbitration shall be heard at Noranda or at such other place as the parties may mutually agree upon in writing.

(d) In any arbitration the presumption shall be, until the contrary shall have been proved, that the provisions of this Agreement have been complied with.

(e) In any arbitration the written representations of the employee or employees made at Stage Three (3) and the decision of the Company at Stage Four (4) of the Grievance Procedure or in the case of a difference directly between the Union and the Company the written representations by the applicant for the arbitration and the reply thereto by the other party shall be presented to the arbitrators and the award of the arbitrators shall be confined to determining the issues therein set out

(f) Each party shall be entitled to be represented by counsel or otherwise and to present evidence, to cross-examine the witness of the other party and to present arguments orally and/or in writing. When written arguments are submitted each party may reply once to the argument of the other party. When any written argument or brief is filed by a party with the Board of Arbitrators a copy shall at the same time be sent to the other party.

(g) The Union and the Company shall respectively pay the expenses of the arbitrator appointed by each, and the expenses of the third arbitrator shall be borne in equal shares by the Union and the Company.

(h) Witness fees and allowances shall be paid by the party calling the witnesses

(i) No costs of arbitration shall be awarded to or against either party.

(j) The finding of the majority of the Board of Arbitrators as to the facts and as to the meaning or violation of the provisions of the Agreement shall be conclusive and binding upon all parties concerned, but in no case shall the arbitrators be authorized to alter, modify or amend any part of this Agreement.

(k) The award of the arbitrators shall be given within a period of fifteen (15) days after the close of the hearing.

#### ARTICLE 8 NO CESSATION OF WORK

In view of the orderly procedure herein set forth for setting differences the Union agrees that there shall be no strike, stoppage, slow-down, or restriction of output during the life of this Agreement and that any or all of the employees taking part in or instigating any such strike, stoppage, slow-down or restriction of output shall be subject to discharge or other discipline by the Company.

On the other hand and for the same reason the Company agrees that there shall be no lockout during the life of this Agreement.

#### ARTICLE 9 DISCHARGE CASES

If an employee be discharged from his employment after the date hereof and believes that his discharge is in violation of the provisions of this Agreement, he may have the matter dealt with under the Grievance Procedure. Any such matter may be presented at the Third Stage of the Grievance Procedure within seven (7) days after written notice of such discharge has been given and not otherwise.

In the event that it should be finally decided that the discharge of any such employee is in violation of the provisions of this Agreement, the Company shall reinstate such employee and pay him full compensation (less amounts of money earned by the employee during the time lost) at the employee's regular basic rate for the time lost after written complaint against such discharge has been received by the Company (or after discharge if the written complaint is received by the Company within the first three (3) days of such seven (7) day period), limited to a maximum of forty-eight (48) hours per week.

Upon such reinstatement, there shall be deemed to have been no break in the employee's continuous service by reason of such discharge.

#### ARTICLE 10 SENIORITY

There shall be two (2) types of seniority namely: Plant Seniority and Departmental Seniority

(a) Both plant and departmental seniority of an employee shall be completely lost if he

- (1) quits, or
- (2) is discharged, or
- (3) is laid off by the Company for a period in excess of six (6) months or
- (4) works for another employer while absent from his employment with the Company whether he is on official leave of absence or otherwise, except when the Company approves such other work.

(b) The "plant seniority" of an individual employed by the Company means the length of his continuous service at the Horne Mine and plant since the date of his last hiring by the Company, except as expressly provided herein.

(c) The "departmental seniority" of an individual employed by the Company means the length of his continuous service in the Department of the Horne Mine and plant in which he is, at the time, regularly employed, since the date of his last entry into the service in such Department, except as expressly provided herein.

#### PLANT SENIORITY

(a) In any case of reduction in force (except lay-offs considered to be temporary only) the Company shall consider the following two factors in determining which employee or employees shall be laid off.

- (1) The respective plant seniorities, and
- (2) the requirements and the efficiency of operations, and the ability, knowledge, training, skill and physical fitness to do the work of the respective employees concerned.

When in the judgment of the Company factor (2) is to all intents and purposes equal as between two or more employees, then except as hereinafter provided, those having the least seniority will be the first to be laid off.

(b) For a period of six (6) months from the date of lay-off for lack of work of any employee he shall have preferential rights for re-hiring (but only for jobs whose occupants would be classified as employees and which are not of a temporary or emergency nature) in accordance with the following provisions:-

These most recently laid off within the previous six (6) months shall to the extent of the number of workers at any one time required by the Company, be sent notices by mail by the Company stating the jobs available and the proposed time of hiring; provided however that an employee who reports for work within ten (10) days from the date of such mailing shall not be denied his rights for re-hiring. Such notices shall be mailed by registered mail to each such person addressed to the last address which he shall have recorded with the Company. The person to whom such notices are sent and who report ready for work shall if they are qualified and physically able to fill the jobs available, be re-hired in the inverse order to that in which they were laid off. The Company shall not be required how-over to re-hire at any time any person who shall have failed to report for re-hiring in accordance with and at the time stated in any such notice sent to him.

#### DEPARTMENTAL SENIORITY

(a) In making a promotion in any Department (except to a position the occupant of which is not classified as an employee) the Company shall consider the following two factors in determining which employee shall be promote

- (1) The departmental seniority of each employee concerned, and
- (2) the requirements and efficiency of operations and the ability, knowledge, training, skill and physical fitness to do the job of each employee concerned.

When in the judgment of the Company factor (2) is to all intents and purposes equal as between two or more employees, then, except as hereinafter provided, the employee having the greater or greatest seniority will receive the promotion.

(b) If the transfer of an individual employed by the Company from one Department to another is required by the Company for the efficient conduct of operations or because of considerations of health, his departmental seniority in such other Department shall be deemed to be equal to his plant seniority.

(c) An employee may file with the Company his written application for transfer to another Department and in the event of an opening occurring in such other Department his application shall be given full consideration by the Company. On being transferred at his own request an employee will have no initial departmental seniority in the Department to which he is transferred.

(d) Nothing in this Agreement shall be construed to preclude the transfer of an individual employed by the Company who is excluded from the category of an employee to a position where he is included in such category or vice versa.

#### TEMPORARY EMPLOYEES

(a) Notwithstanding anything to the contrary contained in this Agreement, an employee shall be considered to be a temporary employee and he shall have neither plant seniority nor departmental seniority until the end of six (6) months' continuous service with the Company at which time he shall become entitled to six (6) months' plant seniority and to departmental seniority equivalent to the time he has served continuously in his Department.

(b) There shall be no responsibility for the re-employment of a temporary employee in the event that he is laid off.

(c) A temporary employee may take advantage of the Grievance Procedure only in case he believes he has been disciplined or discharged for cause in violation of the provisions of this Agreement.

#### ABSENCE

When hereafter an employee is absent on leave-of-absence or otherwise for a period in excess of three (3) weeks, except in cases of disabling accident or sickness, such period shall not be counted and shall be excluded in computing both his plant seniority and departmental seniority.

Any leave-of-absence permit must be in writing and signed by an authorized Company official.

An employee desiring to return to work after an unauthorized absence must give at least one (1) day's notice to the Company of his intention.

An employee not reporting for work must notify his foreman before the beginning of his shift or must give reason satisfactory to the Company for failing to so report.

The Company will grant one leave-of-absence to attend a Union convention to not more than four (4) employees, subject to the following conditions:-

- (a) that the Union gives at least one (1) week's written notice to the Company designating the employees for whom such leave is desired;

- (b) that such leave will be for a period not exceeding two (2) weeks;
- (c) that such employees can be spared.

The Company will, on written application from the Union, grant a one (1) year's leave-of-absence during his tenure of office to not more than one (1) employee who is employed as President or Secretary of Local 4278, United Steelworkers of America (CCL-CIO).

#### SPECIAL TRAINING

Notwithstanding anything to the contrary contained in this Agreement, the Company shall have the right from time to time to designate to the Union individuals who on their own volition are to be given special training or experience in preparing them or trying out their capabilities for other or broader assignments with the Company or for future service other than to the Company (including students in temporary employment) not exceeding at any one time twenty-five (25) or two percent (2%) of the employees, whichever shall be the greater and to promote, demote or transfer such individuals, engage, retain, or dispense with their services, and direct their efforts from time to time, free from any limitations provided for in this Agreement; provided however that the employment of any such individual shall not affect the seniority nor result in the demotion of any other employee.

#### ARMED FORCES

Individuals resuming employment with the Company after service in the Armed Forces shall be reinstated in conformity with the spirit and intent of The Veterans' Benefit Act, 1951, or other applicable laws.

#### ARTICLE 11

##### DEPARTMENTS & SENIORITY LISTS

##### DEPARTMENTS-

For the purposes of applying the provisions of this Agreement the Departments shall be as follows

1. Mine Department (including Mine Surface).
2. Mechanical, Electrical and Construction Department.
3. Smelter Department
4. Concentrator Department (including Cyanide and Pyrite Plants).
5. General Surface Department.

##### SENIORITY LISTS-

Within three (3) weeks after the date of execution of this Agreement, the Company will prepare lists of the employees showing the respective dates of their last entries into the Company's service at the Horne Mine and plant, Such lists shall be posted and remain for a period of two (2) weeks for the express purpose that any employee may make a complaint as to the correctness of the date of his last entry into the Company's service. At the end of this two (2) weeks' period the lists, including any corrections that have been made, shall become final. Seniority lists shall be revised and posted every six (6) months.

#### ARTICLE 12 VACATIONS WITH PAY

(a) An employee with less than five (5) years of plant seniority as of April 30, 1952, will become entitled to the minimum vacation with pay provided for by Ordinance Three (3) of the Minimum Wage Commission of the Province of Quebec.

(b) An employee with five (5) years or more, but less than twenty (20) years of plant seniority as of April 30, 1952, will become entitled to twice the vacation with pay provided under section (a) of this Article, but not more than two (2) weeks' vacation and pay of four per cent (4%) of his earnings during the twelve month period ending April 30.

(c) An employee with twenty years or more of plant seniority as of April 30, 1952 will become entitled to three times the vacation with pay provided under section (a) of this Article, but not more than three (3) weeks' vacation and pay of six per cent (6%) of his earnings during the twelve (12) month period ending April 30.

(d) Such vacations must be taken during the twelve (12) month period commencing with the first of May immediately preceeding.

(e) An employee leaving the service of the Company will be entitled if he has not already received it, to the vacation pay to which he became entitled on the May 1 immediately preceeding and to a indemnity of two per cent (2%) but not more than two percent (2%) of his earnings since such May 1.

#### ARTICLE 13

##### HOURS OF WORK AND OVERTIME

(a) The schedules of hours in effect for all employees at the date of execution of this Agreement shall be maintained except if this should be impractical due to lack of work.

(b) The Company does not guarantee to provide work for any employee nor to maintain the work week or working hours presently in force.

(c) The work week shall commence with the day shift on Sunday.

(d) Hoisting and lowering schedules at the Horne Mine will be arranged to provide approximately eight (8) hours from collar to collar for each shift, but variations from such schedules not exceeding fifteen (15) minutes which do not occur consistently shall be disregarded. Any delay greater than fifteen (15) minutes in hoisting employees from underground which is due to necessary repair work or safety considerations or causes beyond the Company's control shall be paid for on the basis of straight time only, but such time shall not be considered to be time worked.

The daily lunch period for employees underground shall be one-half (1/2) hour on Company time.

(e) Eight (8) hours' work at his designated working place will constitute a work day for each employee on surface. The lunch period for a surface employee will be on his own time except that for a rotating shift employee it will be one-half (1/2) hour on the Company time.

(f) The work week shall consist of six (6) days except that in the case of employees on rotating shifts the work week will average six (6) days over each three (3) weeks period.

(g) An employee will be paid one and one-half times his applicable hourly rate for any time actually worked on an hourly rate basis in excess of eight (8) hours in one work day or forty-eight (48) hours in one work week, except when such excess is due to change of shift.

(h) Time allowed as overtime in any work day shall not again be allowed as overtime in the work week. In case shall an employee be entitled to more than one and one-half times his applicable hourly rate for any time worked except as hereinafter provided.

(i) An employee who is called out for emergency work shall be guaranteed four (4) hours' work, or at the Company's option shall be given four (4) hours' pay at his basic hourly rate without being required to work the full period in which case he shall not be considered to have worked any time. If he is entitled to payment at overtime rates as provided for in this Article for any or all of the time actually worked and such payment is larger than such four (4) hours' pay, he shall receive the larger amount.

(j) An employee who works on an hourly rate who reports on time for work on his regular shift and was not told in advance not to report, shall be guaranteed four (4) hours' work, or at the Company's option shall be given four (4) hours' pay at his basic hourly rate without being required to work the full period. This shall not apply to employees who are returning to work after an unauthorized absence or if work is not available for any cause beyond the control of the Company or because of an act of God or any labour dispute.

ARTICLE 14 STATUTORY HOLIDAYS

(a) An employee will be paid twice his applicable hourly rate for time worked on New Year's Day, Dominion Day, Labour Day, Thanksgiving Day and Christmas Day.

(b) So that an employee will not lose pay because he is not required to work on any such holiday, which day would otherwise have been his normal workday, he shall be paid for eight (8) hours at his basic rate for that day, provided that he shall not be paid if

- (1) The holiday coincides with his weekly day off.
- (2) He fails to work on the holiday or on the day immediately following, after having been notified to do so, whether or not it was his weekly day off.
- (3) The holiday is included in two or more consecutive days of absence from actual work except in the case of a two-day or three-day absence comprising the holiday and respectively one weekly day off or 2 weekly days off.
- (4) He has had less than one month of continuous service with the Company.

and provided further that

- (5) An employee who leaves his work early on the day before or the day after a holiday will not be considered to have worked on the day on which he left early and
- (6) Lateness in coming to work on the day following a holiday will reduce the holiday pay to which an employee is otherwise entitled under section (b) of this Article by one (1) hour if he is late one-half (1/2) hour or less and by two hours if he is late more than one-half hour but less one hour. Lateness of one hour or more will disqualify him for holiday pay.

(c) An employee required to work less than eight (8) hours on any such holiday shall, if he qualified under section (b) of this Article be paid his basic rate for the remainder of the shift but an employee who works less than eight (8) hours after being notified to work the full shift shall not be paid for that part of the shift which he does not work.

ARTICLE 15 WAGES AND BONUSES

The Company and the Union agree that the scale of wages, bonuses and overtime rates and the times and methods of payment effective at the date of execution of this Agreement shall be maintained during the life of this Agreement.

ARTICLE 16 BULLETIN BOARDS

(1) No bills, bulletins newspapers or other documents shall be posted or distributed in or about the premises of the Company by the Union or by an employee.

(2) The Company will provide five (5) bulletin boards for Union notices as follows:

1. Clock House
1. Concentrator Dry
1. Smelter Dry
1. Mine Dry
1. Machine Shop

(3) Notices which the Union wishes to have posted on these bulletin boards shall be submitted to the Company for approval and posting. Notices in French or English of Union meetings (limited to the time, place and type of meetings and, if desired the names of speakers) or social events or appointments of Grievance Stewards or Grievance Committeemen will be accepted, but any notice which the Company considers to be of a controversial nature will not be approved or posted.

ARTICLE 17 AUTHORITY OF UNION

The United Steelworkers of America Local 4278, and its duly appointed or elected representatives herein mentioned agree that they have authority from the members of the said Local to enter into this Agreement and agree that this Agreement shall be binding upon the said Local and/or its members under the laws of Quebec.

ARTICLE 18 NOTICES

(1) Any notice in writing which either party desires to give to the other shall be given by registered mail, postage prepaid, addressed as follows:

To the Company:

Noranda Mines, Limited  
P.O. Box 20,  
Noranda, Quebec.

To the Union:

The Secretary, Local 4278  
United Steelworkers of America,  
P.O. Box 324  
Noranda, Quebec

(2) Any notice so mailed shall be deemed given as of the next business day after date of mailing. The registration receipt shall establish the date of mailing.

(3) Either party may change its address for service of notices at any time by notice as above mentioned.

ARTICLE 19 TERMINATION

This Agreement shall become effective as of January 28th, 1952, and shall terminate at the expiration of one (1) year thereafter.

This Union and the Company will be governed by the Labour Relations Act of the Province of Quebec as regards negotiations for a renewal of this Agreement.

IN WITNESS WHEREOF Noranda Mines, Limited, has caused its corporate seal to be affixed under the hands of its proper officers in that behalf and the duly appointed or elected representatives of Local 4278, United Steelworkers of America have hereunto set their hands and seals.

Executed at the City of Noranda, Quebec this 28th day of January 1952.

Signed for

NORANDA MINES LIMITED

H.L. Roscoe, Vice President  
C.H. Windeler, Secretary  
R.V. Porritt  
C.E. Anderson  
J.H. Stovel  
C.J. Drummond  
E.W. Michaud

Signed for

UNITED STEELWORKERS OF AMERICA  
Local 4278

Leo Landry  
Ray A. Bartlett  
David J. Pickett  
Lorne Ettinger  
W.B. Yound  
J. Francuz  
James Russell

SUPPLEMENTAL AGREEMENT

The names listed below have been agreed on between the parties as Arbitrators under Section (b) Article 7 of the Collective Bargaining Agreement dated January 28, 1952, between Noranda Mines, Limited and United Steelworkers of America Local 4278 (CCL-CIO).

Judge J. E. Cadotte

Judge René Lippé

Judge Philippe Marchand

It is further agreed that this supplemental agreement is to form part of the main Agreement.

Signed this 30th day of May, 1952

for NORANDA MINES, LIMITES

J.H. Stovel.

Assistant Manager.

for UNITED STEELWORKERS OF AMERICA, LOCAL 4278  
(CCL-CIO)

James Russell

# **CONTRAT COLLECTIF**

**entre**

**NORANDA MINES, LIMITED**

**et**

**L'UNION INTERNATIONALE DES EMPLOYES DE  
MINE, MOULIN, ET FONDERIE,  
LOCAL 688**

**Daté le 10 février 1947,**

# CONTRAT COLLECTIF

Daté le 10 février 1947

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**CE CONTRAT fait le dix février 1947.**

**ENTRE:**

NORANDA MINES, LIMITED, corporation  
incorporée en vertu des Lois de la Province  
d'Ontario, et détentrice d'un Permis de faire  
affaires dans la Province de Québec, ci-après  
désignée "La Compagnie".

Partie de Première Part;

— et —

L'UNION INTERNATIONALE DES EMPLO-  
YES DE MINE, MOULIN ET FONDERIE,  
Local 688, une Association non-incorporée et  
volontaire d'employés, ci-après désignée  
"L'Union".

Partie de Seconde Part.

**FAIT FOI QUE LES PARTIES AUX PRESENTES  
CONVIENNENT COMME SUIT:**

**ARTICLE 1**

**DEFINITION**

Le terme "employés payés à l'heure" lors-  
qu'employé dans ce Contrat désignera tous les em-  
ployés de la Compagnie payés à l'heure, employés  
à la Mine Horne et Usine, sauf comme ci-après dé-  
crit à la Cédule "A" annexée aux présentes et fai-  
sant partie de ce Contrat. Le terme "employé payé  
à l'heure" désignera un de tels employés payés à  
l'heure.

**ARTICLE 2**

**RECONNAISSANCE**

La Compagnie reconnaît l'Union comme la  
seule agence collective de négociations pour tous  
ses employés payés à l'heure, tel que défini par  
l'Article 1, en rapport avec les taux de paye, les

heures de travail, et les autres conditions de travail.

### **ARTICLE 3**

#### **REMPLACEMENT DES CONTRATS PRECEDENTS**

Le présent Contrat remplacera tous les Contrats précédents se rapportant aux taux de paye, aux heures de travail, et aux autres conditions de travail en vigueur auparavant, entre les employés payés à l'heure et la Compagnie.

### **ARTICLE 4**

#### **ADMINISTRATION**

L'Union admet que la Compagnie a le droit exclusif et le pouvoir de :

- a] Maintenir l'ordre, la discipline et l'efficacité.
- b] Embaucher, congédier, classier, permuter, promouvoir, descendre en grade, renvoyer, suspendre, discipliner les employés payés à l'heure, pourvu toutefois que tout exercice de ces droits et pouvoirs qui serait en conflit avec les articles du présent Contrat soit sujet aux dispositions de la Procédure concernant les Grieffs.
- c] En général, d'administrer l'entreprise, de faire des règlements régissant la conduite et la procédure, d'être le juge de l'aptitude des employés payés à l'heure; de décider du nombre des employés payés à l'heure nécessaire pour quelque opération à quelque temps que ce soit, de déterminer l'étendue et le lieu des opérations, les sortes de machines et d'outils à être utilisés et l'endroit de leur usage et les programmes de production.

### **ARTICLE 5**

#### **PAS DE DISTINCTION**

1. Aucune distinction ne devra être faite par la

Compagnie ou l'Union ou ses membres, vis-à-vis les employés payés à l'heure, à cause de leur affiliation ou de leur non-affiliation à toute union légale, ou à cause de leur race, couleur, croyance religieuse ou politique.

2. On ne devra pas exiger, comme condition d'embauchage, qu'une personne devienne ou reste membre d'une Union ou autre organisation ouvrière, et on ne devra pas faire de déclarations ou représentations à ce contraire.

3. Il ne devra pas être faite de sollicitation en vue d'obtenir l'affiliation à toute organisation d'union, ni de perception de contributions à l'Union, ni aucune activité unioniste [sauf tel que prévu dans la Procédure en Redressement des Grieffs] pendant les heures de travail à la Compagnie ou sur la propriété de l'Usine ou de la mine Horne. Cependant, cette clause ne doit pas être interprétée comme défendant aux employés payés à l'heure de converser casuellement d'affaires se rapportant à l'Union.

## ARTICLE 6

### REDRESSEMENT DES GRIEFS

1. Il est convenu que le règlement de tout grief ne devra pas être interprété comme un précédent vis-à-vis de tout autre grief.

2. Au cas de divergence d'opinion entre la Compagnie et l'Union ou tout employé payé à l'heure quant à l'interprétation ou la violation des dispositions du présent Contrat on devra faire un sérieux effort pour régler telle divergence sans trop de délai, et de la manière suivante:

#### Premier Stage

L'employé payé à l'heure [accompagné par un préposé de son département qui est raisonnablement au courant de l'ouvrage fait par l'employé payé à l'heure] pourra, pourvu que ceci soit fait dans un délai raisonnable de la naissance du grief allégué, présenter sa plainte au représentant de l'Administration désigné par la Compagnie pour agir au

**Premier Stage.** Si dans les quarante-huit [48] heures de la plainte portée au représentant de l'administration, une décision n'a pas été donnée à la satisfaction de l'employé payé à l'heure, alors

### **Deuxième Stage**

Tel employé payé à l'heure [accompagné par pas plus de deux Préposés au Grieffs dont un sera de son Département et au courant de l'ouvrage fait par tel employé payé à l'heure] pourra dans les quarante-huit [48] heures de la décision que le représentant de l'Administration au Premier Stage aura rendue ou aurait dû rendre, faire ses représentations oralement ou par écrit, à l'officier d'Administration désigné, de temps à autres, par la Compagnie, pour s'occuper de ces matières au Deuxième Stage. Si dans les quarante-huit [48] heures de telles représentations au représentant de l'Administration au Deuxième Stage, une décision n'a pas été donnée à la satisfaction de tel employé payé à l'heure alors

### **Troisième Stage**

Avant d'aller plus loin dans cette affaire, ces représentations devront être faites par écrit par l'employé payé à l'heure, et présentées par ce dernier dans les quarante-huit [48] heures qui suivront la décision rendue ou qui aurait dû être rendue par le représentant de l'Administration au Deuxième Stage [cet employé pouvant être accompagné de pas plus de trois [3] Préposés aux Grieffs dont un sera de son Département et sera raisonnablement au courant de l'ouvrage de tel employé payé à l'heure.] Ces représentations écrites seront soumises au représentant de l'Administration désigné de temps à autres, par la Compagnie pour s'occuper de ces matières au Troisième Stage [tel représentant de l'Administration pouvant être accompagné, s'il le désire, de tout autre officier de la Compagnie]. Le représentant de l'Administration donnera sa décision par écrit dans les sept [7] jours de la date où les représentations lui auront été fai-

tes, et si la question n'est pas réglée d'une manière satisfaisante, alors

#### **Quatrième Stage**

Dans les sept [7] jours suivant la date où la décision du représentant de l'Administration au Troisième Stage a été donnée ou aurait dû être donnée, le Comité de Redressement des Griefs pourra donner un Avis écrit, au représentant de l'Administration désigné de temps à autres par la Compagnie pour s'occuper de ces cas au Quatrième Stage, le requérant de reconsidérer l'affaire en question. Le représentant de l'Administration notifiera l'Union de l'heure et l'endroit où il rencontrera le Comité des Griefs pour discuter du cas en question. Alors, les représentations écrites produites au Troisième Stage seront soumises au représentant de l'Administration par pas moins de trois [3] et pas plus de cinq [5] membres du Comité des Griefs dont l'un sera un préposé aux Griefs du Département où le différend a originé. Le représentant de l'Administration pourra, s'il le désire, être accompagné par d'autres officiers de la Compagnie. C'est à cette assemblée que les représentations écrites et la décision du représentant de l'Administration au Troisième Stage seront considérées. Au début ou durant le Quatrième Stage, les membres du Comité des Griefs qui soumettent le cas ou le représentant de l'Administration à qui le cas est soumis, peuvent exiger qu'un Représentant International de l'Union Internationale des Employés de Mine, Moulin et Fonderie, ou un officier de l'Union soit présent à telle assemblée. On fera tous les efforts nécessaires pour régler tel différend dans les sept [7] jours de la date de la réception de l'avis écrit, plus haut mentionné, par le représentant de l'Administration au Quatrième Stage, et le représentant de l'Administration devra rendre sa décision par écrit au nom de la Compagnie, dans la dite période de sept [7] jours.

#### **Plaintes Collectives.**

Lorsque deux ou plusieurs employés à l'heure

ont des plaintes en rapport avec l'interprétation ou la violation des dispositions du présent contrat, qui se ressemblent suffisamment pour être traitées ensemble, telles plaintes constitueront un grief collectif et seront réglées comme suit:

- a) Si moins de cinq [5] employés payés à l'heure travaillent sous le même contremaître sont directement concernés dans un grief collectif, on commencera par le soumettre au Premier Stage.
- b) Si moins de cinq [5] employés payés à l'heure, mais ne travaillant pas tous sous le même contremaître, ou si cinq [5] ou plus, mais moins de vingt [20] sont directement concernés dans un grief collectif, on commencera par le soumettre au Deuxième Stage.
- c) Si vingt [20] ou plus sont directement concernés dans un grief collectif, on commencera par le soumettre au Troisième Stage.
- d) Un grief collectif sera présenté par pas plus de dix [10] pour cent de ceux qui forment le groupe directement concerné mais avec le minimum permis de deux [2] employés payés à l'heure, accompagnés, s'ils le désirent, par le nombre approprié de Préposés aux Grieffs ou de membres du Comité des Grieffs, tel que permis aux différents stages.

#### Généralités.

- a) Les dimanches et jours de fête ne seront pas comptés dans la détermination du délai de la procédure dans chacun des stages de la Procédure des Grieffs.
- b) La Compagnie indiquera, par Avis affiché pour chaque département, les représentants de l'Administration qu'elle désignera, de temps à autres, pour s'occuper des cas à chaque stage de la procédure en Redressement des Grieffs. C'est l'intention de la Compagnie de nommer tels représentants

comme suit: - Au Premier Stage, le Contremaître des mineurs ou le contremaître; au Deuxième Stage, le Contremaître Général; au Troisième Stage, le Surintendant du Département; au Quatrième Stage, le Gérant-Général.

- c) Les plaintes des employés payés à l'heure travaillant au Département Général de la Surface passeront directement du Premier [1er] Stage au Troisième [3ième] Stage, en omettant le Deuxième [2ième] Stage.
- d) Si aucun représentant de l'Administration n'a été désigné par la Compagnie pour l'un quelconque des stages par lesquels un cas doit passer, tel cas passera directement au Stage suivant auquel un représentant de l'Administration aura été désigné.
- e) Tout différend qui s'élèvera directement entre l'Union et la Compagnie quant à l'interprétation et la violation des dispositions du présent Contrat pourra, au lieu de suivre la procédure établie ci-haut, être soumis par écrit par l'une des parties à l'autre avec droit à une discussion verbale dans les sept [7] jours, entre les officiers de l'Union et les représentants de l'Administration désignés par la Compagnie à cette fin. A défaut de règlement dans les sept [7] jours de la première discussion verbale, soit les représentants de l'Administration avec qui le cas aura été discuté, soit l'Union, pourront ou pourra donner avis par écrit exigeant une Assemblée dans les sept [7] jours, entre les représentants de l'Administration ou tous autres officiers seniors de la Compagnie désignés à cette fin par la Compagnie et un représentant de l'Union Internationale des Employés de Mine, Moulin et Fonderie pour discuter du cas. La décision de la Compagnie sera donnée par écrit dans les sept [7] jours suivant la dite Assemblée.
- f) Advenant une divergence d'opinion, quant

À l'interprétation ou la violation des dispositions du présent Contrat, qui n'aurait pas été réglée d'une manière satisfaisante en vertu des dispositions ci-haut, le cas pourra alors, par avis écrit donné par une des parties à l'autre dans les vingt-et-un [21] jours de la décision du représentant de l'Administration au Quatrième Stage ou de la décision de la Compagnie mentionnée au paragraphe précédent, être référé à l'arbitrage, tel que ci-après prévu. Si aucune décision n'a été donnée dans les sept [7] jours prévus ci-haut, l'avis d'arbitrage pourra être donné dans les vingt-et-un [21] jours qui suivront la dite période de sept [7] jours.

- g) Advenant une divergence d'opinion entre la Compagnie et l'Union ou tout employé payé à l'heure, quant à l'interprétation et la violation des dispositions du présent Contrat, ou si un employé payé à l'heure croit que son renvoi est en violation des dispositions du présent Contrat et si la Compagnie ou l'Union ou un employé payé à l'heure désire prendre avantage de la procédure prévue dans le présent Article, chaque démarche en telle procédure [y inclus toute référence à l'arbitrage] requise pour parvenir à un règlement satisfaisant du cas, devra être faite dans les délais ci-haut fixés; autrement le cas sera censé avoir été abandonné.
- h) L'un quelconque et tous les délais établis par le présent Article pour l'institution de procédures par l'une ou l'autre des parties ou par tout employé payé à l'heure, pourront, en tout temps, être prolongés par une entente écrite et signée par un représentant d'Administration de la Compagnie et un représentant de l'Union.
- i) Si une dispute affectant le taux de paye d'un employé payé à l'heure est finalement réglée en sa faveur, l'ajustement sera

décéréte rétroactif à la date de la présentation par écrit du grief.

- j) Tout malentendu en rapport avec la réception des boni accordés en vertu de Contrats ne sera pas considéré sous l'empire de la Procédure aux Griefs, tant qu'il n'aura pas été soumis au Département du Bonus, par l'employé payé à l'heure directement concerné;
- k) Rien dans ce Contrat ne sera interprété de manière à limiter ou altérer le droit de tout employé payé à l'heure de présenter un grief ou une plainte directement à l'un des représentants de la Compagnie, ou à empêcher la Compagnie de faire des règlements en rapport avec tous tels griefs ou plaintes.

#### **Préposés aux Griefs et Comités des Griefs.**

- a) Les Préposés aux Griefs et les membres du Comité des Griefs nommés aux présentes conventions seront choisis par l'Union et seront des employés payés à l'heure possédant un degré de séniorité. Le nombre total des préposés aux Griefs et des Membres du Comité des Griefs ne dépassera pas un [1] par cinquante [50] employés payés à l'heure.
- b) La Compagnie ne sera pas tenue de reconnaître un Préposé aux Griefs ou un membre du Comité des Griefs jusqu'à ce qu'Avis de telle nomination lui soit donné par écrit par l'Union.
- c) Il est entendu qu'en autant que possible, les questions se rapportant aux griefs seront débattues en dehors des heures de travail, afin de réduire au strict minimum tout conflit entre les travaux et ces débats. S'il est nécessaire à un Préposé aux Griefs ou à un membre du Comité des Griefs ou à un employé payé à l'heure de s'absenter durant les heures de travail, il fera les arrangements nécessaires avec son contre-

maître pour s'absenter dans le temps qui nuira le moins à son ouvrage. Il se procurera de son contremaître un duplicata d'un laisser-passer daté, portant son nom et son numéro, l'heure de son départ et l'heure de son retour à l'ouvrage. Le laisser-passer sera signé par lui et le contremaître et l'original du laisser-passer sera retenu par la Compagnie. La Compagnie ne sera pas obligée de payer pour le temps passé au débat du ou des griefs, sauf lorsque tel temps aura été ainsi dépensé par les Préposés aux Griefs ou les membres du Comité des Griefs ou les employés payés à l'heure, à la demande de la Compagnie.

- d] [1] Un Préposé aux Griefs enquêtant sur une plainte dans n'importe quelle partie de la Mine autre que l'endroit ordinaire de son travail devra être accompagné de son contremaître ou son représentant désigné.
- d] [2] Un Préposé aux Griefs enquêtant sur l'état d'un endroit de travail doit être accompagné par le contremaître de tel endroit de travail ou son représentant désigné.
- d] [3] Un Préposé aux Griefs enquêtant sur une plainte dans un département autre que celui où il est employé, doit d'abord se procurer un laisser-passer du surintendant de l'autre département ou de son représentant désigné.

## ARTICLE 7

### ARBITRAGE

a. Dans tous les cas où il sera nécessaire de former un Comité d'Arbitrage en vertu des présentes conventions, l'Union et la Compagnie nommeront chacun un arbitre et les deux arbitres ainsi nommés en nommeront un troisième qui agira comme président. Les arbitres qui devront être nommés par l'Union et la Compagnie, devront l'être dans les dix [10] jours de la date de réception d'un avis

d'arbitrage.

b. Si dans les cinq [5] jours de leur nomination les arbitres nommés par l'Union et la Compagnie ne s'entendent pas sur la nomination du Président, il sera choisi à tour de rôle d'après le tableau suivant:

L'honorable Juge A. Duranleau

L'Honorable Juge C.-A. Bertrand

L'Honorable Juge G.-F. Gibsons

L'Honorable Juge A. Savard

Tout membre du tableau ci-haut qui, après avoir été demandé à son tour pour agir comme Président aura été incapable d'agir ou aura refusé d'agir, ne sera pas demandé d'agir de nouveau comme Président, jusqu'à ce que son tour revienne d'après l'ordre régulier du tableau ci-haut.

c. L'Union et la Compagnie paieront respectivement les dépenses de l'arbitre nommé par chacune d'elles et les dépenses du tiers-arbitre seront payées en parts égales par l'Union et la Compagnie.

d. Les règles d'arbitrage, énumérées à la Cédule "B" ci-annexée, détermineront la procédure à suivre dans les questions d'arbitrage soumises en vertu des présentes. Dans toutes telles questions d'arbitrage et jusqu'à preuve du contraire, il y aura présomption que les dispositions des présentes conventions ont été remplies.

e. Le jugement de la majorité des membres du Bureau d'Arbitrage, quant aux faits et quant à l'interprétation ou la violation des dispositions du présent Contrat sera définitif et liera toutes les parties intéressées, mais les arbitres ne seront jamais autorisés à changer, modifier, ou amender aucune partie du présent Contrat.

## **ARTICLE 8**

### **PAS D'INTERRUPTION DE TRAVAIL**

1. En vue d'assurer de l'ordre dans les procédures en règlement des différends, l'Union convient qu'il n'y aura pas de grève, arrêt de travail, ralentissement ou restriction de rendement durant l'existence du présent Contrat et que tous et chacun des employés payés à l'heure qui prendront part à, ou seront

les instigateurs d'une grève, d'un arrêt de travail, d'un ralenti, ou de restriction de rendement, seront sujets à congédiement ou à toute autre mesure disciplinaire par la Compagnie, pourvu cependant que tout employé payé à l'heure qui croit avoir été injustement congédié ou discipliné puisse se prévaloir des dispositions de la Procédure des Grieffs.

2. D'un autre côté et pour la même raison, la Compagnie convient qu'il n'y aura pas de renvoi en masse, durant l'existence du présent Contrat.

## ARTICLE 9

### CAS DE CONGEDIEMENT

1. Au cas où un employé payé à l'heure serait congédié après la date des présentes, et croirait que son congédiement est en violation des dispositions du présent Contrat, tel congédiement tombera sous les dispositions du présent Contrat concernant la Procédure des Grieffs. Tels cas pourront être présentés au troisième stage de la Procédure des Grieffs dans les sept [7] jours de la date de l'avis écrit de tel congédiement et non autrement.

2. Au cas où il serait finalement décidé que le congédiement de tel employé payé à l'heure est en violation des dispositions du présent Contrat, la Compagnie devra réinstaller tel employé payé à l'heure et lui payer pleine compensation [moins les montants d'argent gagnés par l'employé payé à l'heure durant le temps perdu] au taux de base régulier de tel employé payé à l'heure pour le temps perdu, après la réception par la Compagnie d'une plainte écrite contre tel renvoi. Cette compensation sera limitée à un maximum de quarante-huit [48] heures par semaine dans le cas d'un employé à l'heure qui travaille régulièrement huit [8] heures par jour, et de cinquante-quatre [54] heures par semaine dans le cas d'un employé payé à l'heure qui travaille régulièrement neuf [9] heures par jour. Lors de telle réinstallation, il ne sera censé y avoir eu aucune interruption dans le service continu de tel employé payé à l'heure.

## ARTICLE 10

### EMPLOI APRES SERVICE MILITAIRE

#### Réinstallation

1. Comme chacune des parties réalise sa responsabilité vis-à-vis les employés de la Compagnie revenant du service dans les Forces Armées de Sa Majesté, l'Union convient de coopérer dans l'accomplissement par la Compagnie de l'esprit et de l'intention de la loi de 1946 sur la réintégration dans les emplois civils, et les règlements y découlant. Il est reconnu que ceci pourra nécessiter le renvoi de certains employés pour faire place à ceux qui reviendront ainsi, ce qui sera fait d'après les dispositions de Séniorité prévues au présent Contrat.

#### Emploi des Volontaires qui n'ont pas Droit à la Réintégration

1. Pour que due préférence soit donnée dans l'emploi aux personnes qui se sont enrôlées volontairement dans les Forces Armées de Sa Majesté ou qui ont servi volontairement dans la Marine Marchande ou dans le Corps des Pompiers [civils] Canadiens affectés au Service du Royaume Uni, mais qui n'ont pas droit à la réintégration par la Compagnie d'après les dispositions de la loi sur la Réintégration dans les emplois civils, 1946, et les règlements en découlant, l'Union convient que d'autres employés payés à l'heure qui n'ont pas de séniorité, pourront si nécessaire, être renvoyés et être remplacés par les personnes plus haut mentionnées. Les dispositions du présent Contrat concernant les employés temporaires, s'appliqueront à toute telle personne sauf que, s'il a d'abord été embauché dans les six [6] mois suivant sa libération du service militaire [ou des traitements à l'hôpital ou un entraînement spécial, consécutif à telle libération] et si dans les six [6] mois après tel premier embauchage, il a complété six [6] mois de service continu pour la Compagnie, sa séniorité aux fins de l'article 11 du présent Contrat remontera à la date de son enrôlement volontaire.

## ARTICLE 11

### SENIORITE

#### Définition

1. La "Séniorité" est l'application du principe qui accorde préférence aux employés payés à l'heure, lors des promotions, de renvois et des ré-engagements après renvoi, d'après la durée de service continu.

2. La "durée de Service Continu" signifie la durée de service continu d'un individu à l'emploi de la Compagnie depuis la date de son dernier embauchage au service de la Compagnie à Noranda. Une interruption du service sera censée s'être produite si un individu employé par la Compagnie

- a) abandonne son emploi ou
- b) est congédié ou
- c) est renvoyé par la Compagnie à cause du manque d'ouvrage pendant une période excédant six (6) mois; ou
- d) travaille pour un autre employeur alors qu'il est absent de son ouvrage, soit en permission officielle ou autrement, sauf lorsque la Compagnie approuve tel autre emploi.

#### Séniorité à la Mine et à l'Usine

1. Dans tous les cas de réduction dans le personnel [excepté les renvois considérés comme temporaires seulement] la Compagnie prendra en considération les deux facteurs suivants pour déterminer lesquels des employés payés à l'heure seront renvoyés ou descendus en grade.

- a) séniorité à la Mine et à l'Usine tel que déterminé dans le présent Contrat, et
- b) les exigences et l'efficacité des opérations et l'habileté, les connaissances, l'entraînement, la capacité, et l'aptitude physique de l'individu à faire l'ouvrage.

2. Lorsque de par le jugement de la Compagnie, le facteur [b] est, à toutes fins, égal entre deux ou

plusieurs employés payés à l'heure, leur séniorité respective, à la Mine ou à l'Usine, servira de règle, tel que ci-après mentionné.

### **Séniorité au point de Vue Re-embauchage**

1. Dans les six [6] mois de son renvoi à cause du manque d'ouvrage, tout employé payé à l'heure aura préséance au ré-embauchage [mais seulement aux emplois dont les occupants seraient classés comme employés à l'heure et qui ne seraient pas d'une nature temporaire ou d'urgence] conformément aux dispositions suivantes:

2. La Compagnie enverra par la poste aux employés payés à l'heure les plus récemment renvoyés dans les derniers six [6] mois et jusqu'à concurrence du nombre d'ouvriers qui pourront être requis en tout temps par la Compagnie, un Avis établissant les emplois disponibles et le temps proposé pour l'embauchage, lequel ne devra pas être moins de sept [7] jours de la date d'envoi de tel Avis. Tel Avis sera mailé par lettre enregistrée à tout employé payé à l'heure à la dernière adresse qu'il aura enregistrée à la Compagnie. Les employés payés à l'heure à qui tels avis auront été envoyés et qui se rapporteront comme étant prêts à travailler, seront, s'ils sont qualifiés et physiquement capables de remplir les emplois disponibles, ré-embauchés en suivant l'ordre inverse de leurs renvois. Cependant la Compagnie ne sera tenue en aucun temps de ré-embaucher un employé payé à l'heure qui aura fait défaut de se rapporter pour ré-embauchage en conformité avec l'Avis à lui envoyé et au temps y spécifié.

### **Séniorité dans les Départements**

1. Dans tous les cas de promotions accordées pour remplir une vacance dans un Département quelconque [excepté les promotions accordées à ou aux catégories autres que la catégorie d'un employé payé à l'heure] la Compagnie considérera les deux facteurs suivants pour déterminer lesquels des employés payés à l'heure devront être promus:

a) La Séniorité dans le département, déter-

- minée de la manière ci-après désignée, et
- b] les exigences et l'efficacité des opérations et l'habileté, les connaissances et l'entraînement, la capacité et l'aptitude physique de l'individu à faire l'ouvrage.

2. Lorsque dans le jugement de la Compagnie, le facteur [b] est, à toutes fins, égal entre deux ou plusieurs employés payés à l'heure, leur séniorité relative dans le Département sera de règle, sauf que tel que ci-après prévu.

3. Dans le cas où le transfert d'un individu employé par la Compagnie est requis pour une ou plusieurs des raisons suivantes:

- a] la conduite efficace des opérations
- b] considérations de santé de tel individu
- c] pour prendre avantage de toute nouvelle habileté ou entraînement acquis durant le service dans les Forces de Sa Majesté.

il est convenu que sa séniorité de département dans le département auquel il aura été transféré sera égale à sa séniorité à la mine ou à l'usine.

4. Rien dans ce contrat ne sera interprété de manière à empêcher la Compagnie de transférer un individu de toute autre catégorie dans un département à la catégorie de l'employé payé à l'heure dans le même département. La séniorité de tout tel individu dans ce Département sera déterminée par la durée de ses services continus dans le Département.

#### **Transferts**

Les employés payés à l'heure pourront enregistrer leur demande écrite à la Compagnie pour leur transfert d'un département à un autre. Dans le cas d'une ouverture dans n'importe quel Département toutes telles demandes recevront pleine considération sur la même base que dans le cas des promotions. La séniorité de tout employé payé à l'heure qui est transféré sera traitée comme établie dans cet article.

### **Employés Temporaires**

1. Un employé payé à l'heure sera considéré comme un employé temporaire et il n'aura aucune séniorité en vertu du présent Contrat jusqu'à ce qu'il ait six [6] mois de service continu, alors que son nom sera inscrit sur la liste de séniorité, avec effet rétroactif au commencement de telle période de six [6] mois. La Compagnie ne sera pas obligée de ré-embaucher toutes telles personnes qui auront été renvoyées ou congédiées durant cette période de six [6] mois.
2. Un employé temporaire n'aura aucun droit en vertu du présent contrat autre que son droit de profiter de la Procédure des Grievs au cas où il croirait qu'il a été injustement puni ou congédié.

### **Absence**

1. A compter de cette date, lorsqu'un employé payé à l'heure est absent sur permission ou autrement, pour une période de plus de deux [2] semaines, sauf dans le cas d'accidents ou de maladie rendant incapable de travailler, telle période ne sera pas comptée dans la durée du service continu de tel employé payé à l'heure.
2. La Compagnie accordera des permissions à un employé payé à l'heure pour un temps raisonnable, pour de bonnes raisons, et si la Compagnie peut se dispenser de ses services.
3. La Compagnie accordera une permission pour assister à une Convention de l'Union à pas plus de cinq [5] employés payés à l'heure sujet aux conditions suivantes:
  - a] que l'Union donne un Avis écrit d'au moins une semaine à la Compagnie désignant les employés payés à l'heure pour lesquels elle désire pareille permission;
  - b] que telle permission soit pour une période n'excédant pas deux [2] semaines;
  - c] que la Compagnie puisse se dispenser de tels employés payés à l'heure.
4. La Compagnie accordera sur demande de l'Union

nion, une permission d'un [1] an, durant son terme d'office à pas plus d'un [1] employé payé à l'heure qui est employé comme Président ou Secrétaire Financier du Local 688 de l'Union Internationale des Employés de Mine, Moulin et Fonderie.

5. Un employé payé à l'heure qui est incapable de se présenter à l'ouvrage pour une raison quelconque avertira son contremaître, si possible, avant le commencement de sa journée de travail.

6. Un employé payé à l'heure qui désire retourner à l'ouvrage après une absence donnera une [1] journée d'avis à la Compagnie, pour qu'on lui fasse une place.

7. Un permis de s'absenter doit être par écrit et signé par un officier autorisé de la Compagnie.

#### **Entraînement Spécial**

Nonobstant toute convention contraire contenue dans ce contrat, la Compagnie aura le droit de désigner de temps en temps, à l'Union, certains individus à qui elle désire accorder un entraînement spécial ou de l'expérience en les préparant ou en mettant à l'essai leurs capacités dans une autre ligne ou dans un travail de plus grande envergure au service de la Compagnie, ou pour service futur ailleurs que pour la Compagnie n'excédant pas, en tout temps, le plus grand nombre, soit de cinquante [50] en nombre ou cinq pour cent [5%] des employés payés à l'heure, et de promouvoir, descendre en grade, ou transférer tels individus, les engager, retenir ou se dispenser de leurs services et au besoin, diriger leurs efforts sans être sujet aux restrictions prévues dans ce Contrat; pourvu toutefois qu'aucun tel individu ne soit pas désigné pour prendre l'emploi alors occupé par un employé payé à l'heure et qui dépasse tel individu au point de vue promotion, si telle nomination devait résulter dans la diminution en grade de tel employé payé à l'heure.

## ARTICLE 12

### LES DEPARTEMENTS ET LES LISTES DE SENIORITE

#### Départements

Pour les fins de l'application des dispositions du présent Contrat, les Départements seront comme suit:

- 1—Départements de la Mine [y inclus Surface de la Mine]
- 2—Département de la Mécanique, de l'Electricité et de la Construction
- 3—Département de la Fonderie
- 4—Département du Concentrateur [y inclus les usines de Cyanide et de Pyrite]
- 5—Département Général de la Surface

#### Listes de Séniorité

Les listes de Séniorité des employés payés à l'heure à la Mine et à l'Usine et dans chaque département seront préparées et maintenues par la Compagnie. Une maître-liste pour la Mine et l'Usine, et une liste pour chaque Département, seront disponibles au Bureau Général de la Compagnie et des listes départementales seront disponibles dans les bureaux de départements respectifs, pour y être consultées par les employés payés à l'heure à des heures raisonnables, afin de déterminer les questions de Séniorité. Les listes seront révisées et mises à date au moins une fois par six [6] mois, et une copie de chaque liste sera donnée à l'Union.

## ARTICLE 13

### VACANCES PAYEES

Chaque employé payé à l'heure aura droit au minimum de vacances annuelles payées prévu par l'Ordonnance 3 [tel que révisé le 12 août, 1946] de la Commission du Salaire Minimum de la Province de Québec, et chaque employé payé à l'heure qui a cinq [5] années ou plus de service, en date du 30 avril, aura alors droit à des vacances additionnelles.

les avec paye, égale au minimum prévu par telle ordonnance pourvu que le total de ses vacances annuelles payées n'excède en aucun cas deux semaines avec paye au taux de quatre pour cent [4%] de ses salaires gagnés durant la période de douze mois de service se terminant le 30 avril. Il est de plus prévu qu'un employé payé à l'heure laissant le service de la Compagnie recevra la paye de vacances à laquelle il avait droit au 1er mai immédiatement précédent, s'il n'a pas déjà reçu telle paye de vacances, et une indemnité de deux pour cent [2%], mais dans aucun cas, il ne devra recevoir plus de deux pour cent [2%] de ses salaires gagnés depuis tel 1er mai.

#### ARTICLE 14

### HEURES DE TRAVAIL ET HEURES SUPPLEMENTAIRES

1. Le tableau des heures de travail en vigueur pour tous les employés payés à l'heure à la date d'exécution du présent Contrat sera maintenu à moins qu'il devienne peu pratique dû au manque d'ouvrage.
2. Un employé payé à l'heure qui travaille régulièrement huit [8] heures par jour sera payé au taux de une et demi fois son taux par heure applicable, pour toute période de travail basé sur un taux à l'heure et excédant huit [8] heures dans toute journée régulière d'ouvrage ou excédant quarante-huit [48] heures dans toute semaine de travail.
3. Un employé payé à l'heure qui travaille régulièrement neuf [9] heures par jour sera payé au taux de une et demi fois son taux par heure applicable, pour toute période de travail basé sur un taux à l'heure et excédant neuf [9] heures pour toute journée régulière de travail ou excédant cinquante-quatre [54] heures durant toute semaine de travail.

4. Tout temps alloué comme temps supplémentaire à une journée de travail ne devra pas être alloué de nouveau comme temps supplémentaire à la semaine de travail.

5. Les taux de travail supplémentaire ne s'appliqueront pas au surplus de la journée régulière de travail ou de la semaine régulière de travail fait par un employé payé à l'heure lorsque tel surplus de travail est dû à un changement de période de travail [shift]

6. Un employé payé à l'heure n'aura dans aucun cas droit à plus que temps et demi de son taux à l'heure applicable pour toute période de travail réellement accompli par lui sur un taux à l'heure sauf comme ci-après prévu.

7. Actuellement la journée de travail commence à 7.00 a.m. et la semaine de travail à 7.00 a.m. le dimanche.

8. Les horaires pour la montée et la descente de la cage à la mine Horne seront réglés de manière à fournir approximativement huit [8] heures entre l'entrée au travail et la sortie pour chaque journée de travail [shift] mais toutes variations à telles cédules, et non habituelles, qui ne dépasseraient pas quinze [15] minutes, ne seront pas prises en considération. Tout délai à remonter les employés payés à l'heure, du sous-sol, qui dépassera quinze [15] minutes et qui sera attribuable à des réparations nécessaires ou à des causes de sécurité ou d'autres causes en dehors du contrôle de la Compagnie, sera payé sur une base de temps régulier seulement.

9. Un employé payé à l'heure qui est appelé pour un travail d'urgence aura quatre [4] heures de travail garanties, ou, au choix de la Compagnie recevra une paye pour quatre [4] heures d'ouvrage sans être obligé de travailler durant toute cette période, dans quel cas, aux fins du calcul du temps supplémentaire il ne sera pas censé avoir travaillé. S'il a droit à une paye aux taux des heures supplémentaires, tel que

prévu au présent Article, pour quelque temps ou pour tout le temps actuellement au travail, et si cette paye est plus grande que celle de quatre [4] heures de travail, il recevra le plus gros des deux montants.

10. La Compagnie ne garantit pas de fournir de l'ouvrage à tout employé payé à l'heure, ni à maintenir la semaine d'ouvrage ou les heures de travail présentement en force.

#### **ARTICLE 15**

##### **CONGES STATUTAIRES**

L'employé payé à l'heure recevra le double de son taux à l'heure applicable, pour toute période de travail actuellement fait, s'écoulant dans les périodes de vingt-quatre [24] heures commençant à 11.00 p.m. la veille de Noël ou la veille du jour de l'An et une fois et demie son taux à l'heure applicable pour toute période de travail actuellement fait s'écoulant dans les périodes de vingt-quatre [24] heures commençant à 7.00 a.m. les jours de congés statutaires observés pour la fête de la Confédération ou le Jour d'Actions de Grâces.

#### **ARTICLE 16**

##### **SALAIRE ET BONI**

La Compagnie et l'Union conviennent que l'échelle des salaires des boni, des taux d'heures supplémentaires, et des temps et les modes de paiement en vigueur à la date du présent Contrat, seront maintenus durant l'existence du présent Contrat.

#### **ARTICLE 17**

##### **TABLEAUX D'AFFICHAGE**

1. Aucune affiche, aucun bulletin, aucun journal, ou autres documents ne seront affichés ou distribués sur la propriété de la Compagnie, par l'Union ou par tout employé de la Compagnie payé à l'heure.

2. La Compagnie fournira cinq [5] tableaux pour les Avis de l'Union, comme suit:

- 1 au Bureau du Temps
- 1 au vestiaire-sècherie du Concentrateur
- 1 au vestiaire-sècherie de la Fonderie
- 1 au vestiaire-sècherie de la Mine
- 1 à l'Atelier d'Adjustage [machine shop]

3. Les Avis que l'Union désire faire afficher sur ces tableaux seront soumis à la Compagnie pour approbation et affichage. Les Avis français ou anglais des assemblées de l'Union [se limitant au temps, à l'endroit et la nature de l'Assemblée et, si désiré, le nom des orateurs] ou des événements sociaux, ou des nominations des Préposés aux Grieffs ou des Membres du Comité des Grieffs, seront acceptés mais la Compagnie n'approuvera ni n'affichera tout Avis d'une nature controversée.

## ARTICLE 18

### SECURITE ET SANTE

Les moyens de sécurité et la pratique actuelle de la Compagnie ayant pour but de protéger les employés contre les blessures, les accidents, les conditions insalubres de Travail durant leurs heures de travail, seront maintenus, sujet aux changements et améliorations que la Compagnie jugera, de temps en temps, recommandables. Le Comité des Grieffs [mais de pas plus de cinq [5] membres] ou tout employé de la Compagnie aura le droit de discuter avec la Compagnie à des moments raisonnables, les sujets qui traitent de la sécurité et des conditions de santé.

## ARTICLE 19

### AUTORITE DE L'UNION

L'Union Internationale des Employés de Mine, Moulin et Fonderie, Local 688, et ses représentants dûment nommés ou dûs mentionnés aux présentes, déclarent qu'ils sont autorisés par les membres du Local à signer le présent Contrat et déclarant que

le présent Contrat pourra être imposé au et liera le dit Local et/ ou ses membres, devant les Cours de Justice de Québec, quant à toute infraction au présent Contrat, commise par le dit Local ou ses membres.

## **ARTICLE 20**

### **CONFERENCES ADDITIONNELLES**

L'une ou l'autre des parties pourra, moyennant un avis de dix [10] jours francs, requérir l'autre partie d'entrer en pourparlers pour parvenir au renouvellement du présent Contrat et ce dans les deux [2] mois précédant la date d'expiration et les deux parties devront alors entrer en pourparlers de bonne foi et faire tout effort raisonnable pour parvenir à un tel renouvellement. Cependant le présent Article vingt [20] ne s'appliquera pas au cas où L. P. 1003 aura cessé de s'appliquer à la Compagnie.

## **ARTICLE 21**

### **AVIS**

1. Tout avis écrit que l'une des parties désire donner à l'autre partie devra être donné, sous pli recommandé, affranchi comme suit:

A la Compagnie:

Noranda Mines, Limited

Casier Postal 20,

Noranda, Québec.

A l'Union:

Le Secrétaire, Local 688

Union Internationale des Employés de

Mine, Moulin et Fonderie,

Casier Postal 1373,

Bouyn, Québec.

2. Tout avis ainsi expédié par la poste sera censé avoir été donné le jour d'affaire suivant la date de telle expédition. Le reçu de recommandation établira la date de l'expédition.

3. L'une ou l'autre partie pourra changer son adresse au point de vue de la signification des

avis, en tout temps, en donnant avis à l'autre, comme ci-haut mentionné.

**ARTICLE 22**

**TERME DU CONTRAT**

1. Le présent Contrat prendra effet le 10 février 1947 et se terminera un an après telle date.
2. EN FOI DE QUOI, Noranda Mines Limited a apposé son sceau corporatif, sous la signature de ses officiers autorisés à cet effet et les représentants dûment nommés ou élus du Local 688, de l'Union Internationale des Employés de Mine, Moulin et Fonderie ont apposé leurs sceaux et sceaux.
3. Passé en la ville de Noranda, Québec, ce dixième jour de février 1947.

Signé pour

NORANDA MINES, LIMITED

[Signé] J. Y. Murdoch  
Président

[Signé] J. R. Bradfield  
Secrétaire

[Signé] R. V. Porritt

[Signé] J. A. Costa

[Signé] B. C. Rochester

[Signé] C. J. Drummond

[Signé] E. W. Michaud

Signé pour

LOCAL 688, UNION INTERNATIONALE  
DES EMPLOYES DE MINE, MOULIN  
ET FONDERIE

[Signé] E. V. Peterson

[Signé] C. A. Long

[Signé] Rosaire Lafrance  
Comité des Négociations

[Signé] Oliver F. Breton

[Signé] Thos. F. McGuire  
Représentant International

[Signé] R. H. Carlin  
Membre du Comité

### CECULE "A"

Les groupes d'employés suivants sont exclus de l'Unité de Négociations et ne sont pas affectés par les dispositions du présent Contrat:

- 1—Tous les employés qui ne sont pas employés à la Mine Horne et à l'Usine.
- 2—Tous les employés qui sont payés au mois, à la semaine, à la journée, ou au Contrat, ou sur toute base autre qu'à l'heure.
- 3—Tous les employés qui sont payés à l'heure mais qui sont:
  - a) les employés de bureaux,
  - b) les employés occupant des postes d'autorité plus hauts que celui de sous-contremaître, ou sous-contremaître des mineurs manoeuvres,
  - c) employés de confiance, incluant les agents de police, gardes, gardes barrières et les gardiens;
  - d) les employés techniques,
  - e) les employés ne travaillant pas plein temps et les garçons d'écoles.

Au cas de dispute à savoir si un individu est exclus de l'Unité de Négociations, la dispute sera référée à la Commission des Relations du Travail pour une décision.

### CECULE "B"

- 1 Les procédures de l'arbitrage seront entendues à Noranda, Québec, à moins de convention mutuelle à ce contraire.
- 2 Dans tout arbitrage les représentations écrites de l'employé payé à l'heure, faites au troisième [3] Stage et la décision de la Compagnie au Quatrième [4] Stage de la Procédure des Grievs, ou au cas de différend direct entre l'Union et la Compagnie, une représentation écrite par celui qui demande l'arbitrage et la réponse à telle demande par l'autre partie, seront présentées aux arbitres et la sentence arbitrale sera restreinte à la solution des cas présentés.

- 3 Chacune des parties à l'arbitrage aura droit d'y être représentée par un Conseil ou autrement, et de présenter la preuve de contre-interroger les témoins de l'autre partie et de présenter ses arguments verbalement et /ou par écrit. Lorsque des arguments écrits sont présentés chaque partie peut répondre une fois à l'argument de l'autre partie. Lorsqu'un argument écrit, ou un bref est déposé par une des parties au Comité d'Arbitrage, une copie doit en être donnée en même temps à l'autre partie.
- 4 Les frais et dépens des témoins seront payés par la partie appelant tels témoins.
- 5 Aucun coût d'arbitrage ne sera accordé à ou contre l'une ou l'autre des parties.
- 6 La sentence arbitrale sera donnée dans les quinze [15] jours de la clôture de l'enquête.

# COLLECTIVE BARGAINING AGREEMENT

Between

**NORANDA MINES, LIMITED**

and

**INTERNATIONAL UNION OF MINE  
MILL AND SMELTER WORKERS  
LOCAL 688**



Dated February 10, 1947



# COLLECTIVE BARGAINING AGREEMENT

Dated February 10, 1947

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THIS AGREEMENT made this tenth day of  
February, 1947

BETWEEN

NORANDA MINES, LIMITED, a corporation incorporated under the laws of the Province of Ontario and licensed to carry on business in the Province of Quebec, hereinafter called the "Company"  
of the first part

— and —

The INTERNATIONAL UNION OF MINE, MILL AND SMELTER WORKERS, LOCAL 688, a voluntary non-incorporated association of employees hereinafter called the "Union"  
of the second part

WITNESSETH THAT THE PARTIES HERETO  
AGREE AS FOLLOWS:

#### **ARTICLE 1**

##### **DEFINITION**

The term "hourly-rated employees" wherever used in this Agreement shall mean all hourly-paid employees of the Company employed at the Horne Mine and Plant except as set forth in Schedule "A" attached hereto and made a part of this Agreement. The term "hourly-rated employee" shall mean one of such hourly-rated employees.

#### **ARTICLE 2**

##### **RECOGNITION**

The Company recognizes the Union as the sole collective bargaining agency for all its hourly-rated employees as defined by Article 1 with respect to rates of pay, hours of work and other working conditions.

### ARTICLE 3

#### REPLACEMENT OF FORMER AGREEMENTS

This Agreement supersedes all previous Agreements relative to rates of pay, hours of work and other working conditions heretofore existing between the hourly-rated employees and the Company.

### ARTICLE 4

#### MANAGEMENT

The Union agrees that the Company has the exclusive right and power to:

- a] Maintain order, discipline and efficiency.
- b] Hire, discharge, classify, transfer, promote, demote, lay off, suspend or discipline hourly-rated employees, provided however that any exercise of those rights and powers in conflict with the provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.
- c] Generally to manage the enterprise, to make rules governing conduct and procedure, to be the judge of the qualifications of hourly-rated employees, to decide the number of hourly-rated employees needed for any operation at any time, to determine the extent and the location of operations, the kind and locations of machines and tools to be used and the schedules of production.

### ARTICLE 5

#### NO DISCRIMINATION

1 There shall be no discrimination by the Company or the Union or its members against any hourly-rated employee because of membership or non-membership in any lawful union or because of race, colour, religious creed or political belief.

2 No person shall be required, as a condition of

employment, to become or remain a member of any union or other employees' organization, and no statements or representations to the contrary shall be made.

3 There shall be no solicitation of membership in any union organization or collection of union dues or any union activity [except as set out in the Grievance Procedure] on the Company's time or on the Horne Mine and Plant property. Provided however that this clause shall not be construed to prevent hourly-rated employees from engaging in casual conversation relating to union affairs.

## **ARTICLE 6**

### **ADJUSTMENT OF GRIEVANCES**

1 It is agreed that the settlement of any grievance shall not be construed as a precedent in respect to any other grievance.

2 Should any difference as to the interpretation or violation of the provisions of this Agreement arise between the Company and the Union or any hourly-rated employee, an earnest effort shall be made to settle such difference without undue delay in the following manner:

#### **Stage One**

The hourly-rated employee [accompanied by a Steward from his Department who is reasonably familiar with the work on which the hourly-rated employee is engaged] may, provided it is done with reasonable promptness after the alleged grievance has arisen, present his complaint to the Management representative designated by the Company to act at this stage One and if within forty-eight [48] hours from the time when such complaint was made to such Management representative a decision satisfactory to the hourly-rated employee is not given, then

#### **Stage Two**

Such hourly-rated employee [accompanied by

not more than two Grievance Stewards, one of whom is from his Department and is reasonably familiar with the work on which the hourly-rated employee is engaged] may within forty-eight [48] hours after the decision of the Management representative for stage One has been or should have been given, present his representations orally or in writing to the Management representative designated by the Company from time to time to handle such matters at stage Two and if within forty-eight [48] hours from the time when such representations were presented to the Management representative for stage Two a decision satisfactory to such hourly-rated employee is not given, then

### **Stage Three**

Before proceeding further with the matter such representations shall be stated by the hourly-rated employee in writing and presented within forty-eight [48] hours after the decision of the Management representative for stage Two has been or should have been given, by the hourly-rated employee [accompanied by not more than three [3] Grievance Stewards, one of whom is from his Department and is reasonably familiar with the work on which the hourly-rated employee is engaged] to the Management representative designated by the Company from time to time to handle such matters at stage Three [the Management representative may if he so desires be accompanied by another official of the Company] and such Management representative shall give his decision in writing within seven [7] days from the date upon which such representations were presented to him, and if the matter is not satisfactorily disposed of, then

### **Stage Four**

Notice in writing requesting further consideration of the matter may, within seven [7] days after the decision of the Management representative for stage Three has been or should have been given, be

given by the Grievance Committee to the Management representative designated by the Company from time to time to handle such matters at this stage Four. Such Management representative shall notify the Union of the time and place at which he will meet the Grievance Committee to discuss the matter. At such time the representations in writing presented at stage Three shall be presented to such Management representative by not less than three [3] and not more than five [5] members of the Grievance Committee, one of whom shall be a Steward representing the Department in which the matter arose. The Management representative may if he desires be accompanied by other officials of the Company. At such meeting such written representations and the decision of the Management representative for stage Three shall be considered. At the inception of or during this stage Four the members of the Grievance Committee presenting such matter or the Management representative to whom it is presented may require that an International Representative of the International Union of Mine, Mill and Smelter Workers or an officer of the Union be present at such meeting. Every effort will be made to settle such difference within seven [7] days from the date upon which the Management representative for stage Four received written notice of the matter as above set forth and such Management representative shall give the decision in writing on behalf of the Company within such seven [7] days period.

#### **Group Complaints**

Where two or more hourly-rated employees have complaints relating to the interpretation or violation of the provisions of this Agreement which are sufficiently common in nature that they may conveniently be dealt with together, such complaints shall constitute a group grievance and shall be handled as follows:

- a) If less than five [5] hourly-rated employees working under the same foreman are

directly concerned in a group grievance the matter shall be initially submitted at stage One.

- b) If less than five [5] are directly concerned but all do not work under the same foreman, or if five [5] or more but less than twenty [20] are directly concerned in a group grievance the matter shall be initially submitted at stage Two.
- c) If twenty [20] or more are directly concerned in a group grievance the matter shall be initially submitted at stage Three.
- d) A group grievance shall be presented by not more than ten [10] per cent of those in the group directly concerned but with a minimum of two [2] hourly-rated employees allowed, accompanied if they so desire by the appropriate number of Grievance Stewards or Grievance Committeemen as permitted in the various stages.

#### General

- a) Sundays and holidays shall not be counted in determining the time within which any action is to be taken in each of the stages of the Grievance Procedure.
- b) The Company will indicate by notice posted up for each Department the Management representatives designated by it from time to time to handle matters at each stage of the Grievance Procedure. It is the intention of the Company that such representatives shall be as follows: stage One, the Shift Boss or Foreman; stage Two, the General Foreman; stage Three, the Department Superintendent; stage Four, the General Manager.
- c) Complaints of hourly-rated employees in the Surface General Department shall pass directly from stage One [1] to stage Three [3], omitting stage Two [2].
- d) If no Management representative shall have been designated by the Company for any

of the stages through which a matter must proceed, such matter may proceed directly to the next higher stage for which a Management representative shall have been so designated.

- e] Any differences which arise directly between the Union and the Company as to the interpretation or violation of the provisions of this Agreement instead of following the procedure hereinbefore set out may be submitted in writing by either party to the other with opportunity to be provided within seven [7] days for oral discussion between the officers of the Union and Management representatives designated for that purpose by the Company. Failing settlement within seven [7] days of such first oral discussion, either the Management representatives with whom the matter was so discussed or the Union may give notice in writing requiring a meeting within seven [7] days between such Management representatives or such other senior officials of the Company as the Company may designate for this purpose and an International Representative of the International Union of Mine, Mill and Smelter Workers to discuss the matter. The decision of the Company shall be given within seven [7] days after such meeting.
- f] In the event that any difference as to the interpretation or violation of the provisions of this Agreement shall not have been satisfactorily settled under the foregoing provisions, the matter may then by notice in writing given by one party to the other within twenty-one [21] days from the giving of the decision of the Management representative at stage Four, or the decision of the Company in the preceding paragraph, be referred to arbitration as hereinafter provided. If no decision be given within the seven [7] days period allowed above the

notice of arbitration may be given within twenty-one [21] days after the expiry of such seven [7] days period.

- g] Should any difference arise between the Company and the Union or any hourly-rated employee as to the interpretation or violation of the provisions of this Agreement or should any hourly-rated employee believe that his discharge is in violation of the provisions of this Agreement and should the Company or the Union or an hourly-rated employee desire to take advantage of the procedure provided for in this Article, each step in such procedure [including any reference to arbitration] required to effect a satisfactory disposition of the matter shall be taken within the time limits above set forth or the matter shall be deemed to have been abandoned.
- h] Any and all time limits fixed by this Article for the taking of action by either party or by any hourly-rated employee may at any time be extended by agreement in writing signed by a Management representative of the Company and a representative of the Union.
- i] If any dispute affecting an hourly-rated employee's rate of pay is finally settled in his favour, adjustment shall be made retroactive to the date of presentation of the grievance in writing.
- j] Any misunderstanding in relation to contract bonus received will not be considered under the Grievance Procedure until it has been taken up with the bonus department by the hourly-rated employee who is directly concerned.
- k] Nothing in this Agreement shall be construed to limit or impair the right of any hourly-rated employee to present any grievance or complaint directly to any representative of the Company or to restrict the

pect to any such complaints or grievances.

**Grievance Stewards and Grievance Committee**

- a] The Grievance Stewards and Grievance Committeemen herein referred to shall be selected by the Union and shall be hourly-rated employees with seniority status. The total number of Grievance Stewards and Grievance Committeemen shall not exceed one [1] for each fifty [50] hourly-rated employees.
- b] The Company shall not be required to recognize any Grievance Steward or Grievance Committeeman until it has been given notice in writing by the Union of the appointment.
- c] In order to reduce to a minimum any interference with operations it is agreed that as far as is practicable grievance work will be done outside of working hours. If it is necessary for a Grievance Steward or Grievance Committeeman or hourly-rated employee to take time off during working hours he will arrange with his foreman to be off at a time which will least interfere with his work. He will secure from his foreman a carbon copy of a dated pass showing his name and number, the time of leaving and the time of returning to his work. The pass will be signed by him and by the foreman, and the original of the pass shall be retained by the Company. The Company shall not be required to pay for any time spent on grievances or grievance duties except when such time has been spent by the Grievance Stewards or Committeemen or hourly-rated employees at the request of the Company.
- d] 1] A Grievance Steward investigating a complaint in any part of the mine other than his current working place must be accompanied by his foreman or his designated representative.

- d) 2] A Grievance Steward investigating the condition of a working place must be accompanied by the foreman of the working place or his designated representative.
- d) 3] A Grievance Steward investigating a complaint in a Department other than that in which he is employed must first secure a pass from the Superintendent of the other Department or his designated representative.

## ARTICLE 7

### ARBITRATION

a In any case in which a Board of Arbitrators shall be required under this Agreement, the Union and the Company shall each appoint one arbitrator and two arbitrators so appointed shall appoint a third who shall act as Chairman. The arbitrators to be appointed by the Union and the Company shall be appointed within ten [10] days from the date of receipt of notice of arbitration.

b Should the arbitrators appointed by the Union and the Company fail, within five [5] days after their appointment, to agree upon the appointment of the Chairman he shall be selected in rotation from the following panel:

- The Honourable Mr. Justice A. Duranleau
- The Honourable Mr. Justice C. A. Bertrand
- The Honourable Mr. Justice G. F. Gibsons
- The Honourable Mr. Justice A. Savard

Any member of the panel who, having been requested in his turn to act as Chairman, shall be unable or unwilling to act shall not be again requested to act as Chairman until his name comes up again on the regular rotation of the panel.

c The Union and the Company shall respectively pay the expenses of the arbitrator appointed by each and the expenses of the third arbitrator shall be borne in equal shares by the Union and the Company.

d The rules of arbitration annexed hereto as

Schedule "B" shall govern the conduct of any arbitration proceedings hereunder. In any such arbitration the presumption shall be, until the contrary shall have been proved, that the provisions of this Agreement have been complied with.

e. The finding of the majority of the Board of Arbitrators as to the facts and as to the interpretation or violation of this Agreement shall be conclusive and binding upon all parties concerned, but in no case shall the arbitrators be authorized to alter, modify or amend any part of this Agreement.

#### **ARTICLE 8**

##### **NO CESSATION OF WORK**

1 In view of the orderly procedure for settling differences the Union agrees that there shall be no strike, stoppage, slow-down or restriction of output during the life of this Agreement and that any or all of the hourly-rated employees taking part in or instigating any such strike, stoppage, slow-down or restriction of output shall be subject to discharge or other discipline by the Company, provided however that any hourly-rated employee who believes that he has been unjustly discharged or disciplined may avail himself of the Grievance Procedure.

2 On the other hand and for the same reason the Company agrees that there shall be no lockout during the life of this Agreement.

#### **ARTICLE 9**

##### **DISCHARGE CASES**

1 In the event that an hourly-rated employee be discharged from his employment after the date hereof and believes that his discharge is in violation of the provisions of this Agreement, such discharge shall constitute a matter to be dealt with under the provisions of this Agreement respecting Grievance Procedure. Any such matter may be presented at the third stage of the Grievance Procedure within seven [7] days after the date of written notice of such discharge and not otherwise.

2 In the event that it should be finally decided that the discharge of any such hourly rated employee is in violation of the provisions of this Agreement, the Company shall reinstate such hourly-rated employee and pay full compensation [less amounts of money earned by the hourly-rated employee during the time lost] at the hourly-rated employee's regular basic rate for the time lost after written complaint against such discharge has been received by the Company, limited to a maximum of forty-eight [48] hours per week in the case of an hourly-rated employee who regularly works eight [8] hours per day, and fifty-four [54] hours per week in the case of an hourly-rated employee who regularly works nine [9] hours per day. Upon such reinstatement there shall be deemed to have been no break in the hourly-rated employee's continuous service.

## **ARTICLE 10**

### **EMPLOYMENT AFTER MILITARY SERVICE**

#### **Reinstatement**

1 Each of the parties realizing its responsibility to employees of the Company returning from service in His Majesty's Armed Forces, the Union agrees to co-operate in the carrying out by the Company of the spirit and intent of the Re-Instatement in Civil Employment Act, 1946, and the Regulations thereunder. It is recognized that this may necessitate laying off certain employees to make room for those so returning, which shall be done according to the seniority provisions of this Agreement.

#### **Employment of Volunteers Who Are Not Entitled to Reinstatement**

1 In order that due preference in employment may be given to persons who voluntarily enlisted in His Majesty's Armed Forces or who voluntarily served in the Merchant Marine or in the Corps of [Civilian] Canadian Fire Fighters for Service in the United Kingdom but who are not

entitled to reinstatement by the Company under the Provisions of the Re-Instatement in Civil Employment Act, 1946, and the Regulations thereunder, the Union agrees that other hourly-rated employees who have no seniority may if necessary be laid off in order to make room for such persons. The provisions of this Agreement regarding temporary employees shall apply to any such person except that, if first hired within six [6] months after his discharge from military service [or hospital treatment or special training following such discharge] and if within six [6] months after such first hiring he has completed six [6] months' continuous service with the Company, his seniority for the purposes of Article 11 of this Agreement shall date back to the date of his voluntary enlistment.

## ARTICLE 11

### SENIORITY

#### Definition

1 "Seniority" is the principle of giving preference to hourly-rated employees in promotions, lay-offs and re-hiring after lay-offs in accordance with length of continuous service.

2 "Length of Continuous Service" shall mean the length of continuous service of an individual in the Company's employ since the date of his last entry into the service of the Company at Noranda. A break in service shall be deemed to have occurred if an individual employed by the Company:

- a) quits or
- b) is discharged or
- c) is laid off by the Company for lack of work for a period in excess of six [6] months; or
- d) works for some other employer while absent from his work whether on official leave-of-absence or otherwise, except when the Company approve such other employment.

### **Plant Seniority**

1 In all cases of reduction in force [except lay-offs considered by the Company to be temporary only] the Company shall consider the following two factors in determining which hourly-rated employees are to be laid off or demoted:

- a] seniority in the Plant determined in the manner herein set out, and
- b] the requirements and efficiency of operations and the ability, knowledge, training, skill and physical fitness of the individual to do the job.

2 When in the judgment of the Company factor [b] is to all intents and purposes equal as between two or more hourly-rated employees, their relative plant seniority shall govern except as hereinafter provided.

### **Seniority in Re-Hiring**

1 For a period of six [6] months from the date of lay-off for lack of work of any hourly-rated employee he shall have preferential rights for re-hiring [but only for jobs whose occupants would be classified as hourly-rated employees and which are not of a temporary or emergency nature] in accordance with the following provisions:

2 The hourly rated employees most recently laid off within the previous six [6] months shall, to the extent of the number of workers at any one time required by the Company, be sent notice by mail by the Company stating the jobs available and the proposed time of hiring which shall not be less than seven [7] days from the date of such mailing. Such notice shall be mailed by registered mail to each such hourly-rated employee addressed to the last address which he shall have recorded with the Company. The hourly-rated employees to whom such notices are sent and who report ready for work shall if they are qualified and physically able to fill the jobs available be re-hired in inverse order to that in which they were laid off. The Company shall not be required however to re-hire at any time any hour-

ly rated employee who shall have failed to report for re-hiring in accordance with and at the time stated in any such notice so sent to him.

### **Departmental Seniority**

1 In all cases of promotions to fill a vacancy in any Department [except promotions to or in categories other than the category of an hourly-rated employee] the Company shall consider the following two factors in determining which hourly-rated employees are to be promoted:

- a] seniority in the Department determined in the manner herein set out, and
- b] the requirements and efficiency of operations and the ability, knowledge, training, skill and physical fitness of the individual to do the job.

2 When in the judgment of the Company factor [b] is to all intents and purposes equal as between two or more hourly-rated employees, their relative Departmental seniority shall govern except as hereinafter provided.

3 In the event that the transfer of an individual employed by the Company is required for one or more of the following reasons:

- a] the efficient conduct of operations
- b] considerations of the health of any such individual
- c] in order to take advantage of any new skill or training acquired during service in His Majesty's Forces

it is agreed that his Departmental seniority in the Department to which he has been transferred shall be equal to his seniority in the Plant.

4 Nothing in this Agreement shall be construed to preclude the Company from transferring any individual in any other category in a Department to the category of an hourly-rated employee in the same Department. The seniority of any such individual in that Department shall be determined by the length of his continuous service therein.

pany their written applications for transfer from one Department to another. In the event of an opening occurring in any Department any such applications will be given full consideration on the same basis as in the case of promotions. The seniority of any hourly-rated employee who is transferred will be treated as set out in this Article.

### **Temporary Employees**

1 An hourly-rated employee will be considered to be a temporary employee and shall have no seniority under this Agreement until the end of six [6] months' continuous service, when his name shall be placed on the seniority list as of the beginning of such six [6] months' period. There shall be no responsibility for re-employment of such persons in the event that they are laid off or discharged during the six [6] months' period.

2 A temporary employee shall have no rights under this Agreement except that he may take advantage of the Grievance Procedure in case he believes he has been unjustly disciplined or discharged.

### **Absence**

1 When hereafter an hourly-rated employee is absent on leave-of-absence or otherwise for a period in excess of two weeks, except in cases of disabling accident or sickness, such period shall not be counted in the length of such hourly-rated employee's continuous service.

2 The Company will grant leave-of-absence to an hourly-rated employee for a reasonable time, for good cause, if he can be spared.

3 The Company will grant one leave-of-absence to attend a Union convention to not more than five [5] hourly-rated employees, subject to the following conditions:

- a) that the Union gives at least one [1] week's written notice to the Company designating the hourly-rated employees for whom such leave is desired;

- b) that such leave will be for a period not exceeding two [2] weeks;
- c) that such hourly-rated employees can be spared.

4 The Company will on application from the Union grant a one [1] year's leave-of-absence during his tenure of office to not more than one [1] hourly-rated employee who is employed as President or Financial Secretary of Local 688 of the International Union of Mine, Mill and Smelter Workers.

5 An hourly-rated employee who is unable to report for work for any reason will notify his foreman if possible before the beginning of his shift.

6 An hourly-rated employee desiring to return to work after an absence will give one [1] day's notice to the Company in order that a place can be made for him.

7 Any leave of absence permit must be in writing and signed by an authorized Company official.

### **Special Training**

Notwithstanding anything to the contrary contained in this Agreement, the Company shall have the right from time to time to designate to the Union certain individuals who are to be given special training or experience in preparing them or trying out their capabilities for other or broader assignments with the Company or for future service other than to the Company not exceeding at any time fifty [50] or five percent [5%] of the hourly-rated employees, whichever shall be the greater, and to promote, demote or transfer such individuals, engage, retain or dispense with their services and direct their efforts from time to time free from any limitations provided for in this Agreement; provided however, that no such individual shall be assigned to take over the job occupied at the time by an hourly-rated employee outranking such individual for purposes of promotion if such assignment would result in the demotion of such hourly-rated employee.

## **ARTICLE 12**

### **DEPARTMENTS AND SENIORITY LISTS**

#### **Departments**

For the purposes of applying the provisions of this Agreement the Departments shall be as follows:

- 1—Mine Department [including Mine Surface]
- 2—Mechanical, Electrical and Construction Department
- 3—Smelter Department
- 4—Concentrator Department [including Cyanide and Pyrite Plants]
- 5—General Surface Department

#### **Seniority Lists**

Seniority lists of hourly-rated employees in the Plant and in each Department shall be prepared and maintained by the Company. A master list for the Plant and a list for each Department shall be available at the Company's General Office and departmental lists shall be available in the respective Departmental Offices for reference by hourly-rated employees at reasonable times to determine questions of seniority. The lists shall be revised and brought up to date at least once during each six [6] months' period, and a copy of each list shall be given to the Union.

## **ARTICLE 13**

### **VACATIONS WITH PAY**

Each hourly-rated employee will be entitled to the minimum annual vacation with pay provided for by Ordinance 3 [as revised August 12, 1946] of the Minimum Wage Commission of the Province of Quebec, and each hourly-rated employee who has five [5] or more years of service as of April 30 will then become entitled to an additional vacation with pay equal to the minimum provided for by said Ordinance, provided that his total annual vacation with pay shall in no case exceed two weeks.

with pay at four percent [4%] of his wages earned during the twelve [12] months' period of service ending April 30. It is further provided that an hourly-rated employee leaving the service of the Company will receive the vacation pay to which he was entitled on May 1 immediately preceding, if he has not already received such vacation pay, and an indemnity of two percent [2%], but in no case more than two percent [2%], of his wages earned since such May 1.

#### ARTICLE 14

##### HOURS OF WORK AND OVERTIME

- 1 The schedules of hours in effect for all hourly-rated employees at the date of execution of this Agreement shall be maintained except if this should be impractical due to lack of work.
- 2 An hourly rated employee who regularly works eight [8] hours per day shall be paid at the rate of one and one-half times his applicable hourly rate for any time actually worked by him on an hourly rate basis in excess of eight [8] hours in any regular working day or in excess of forty-eight [48] hours in any work week.
- 3 An hourly-rated employee who regularly works nine [9] hours per day shall be paid at the rate of one and one-half times his applicable hourly rate for any time actually worked by him on an hourly rate basis in excess of nine [9] hours in any regular working day or in excess of fifty-four [54] hours in any work week.
- 4 Any time allowed as overtime in any working day shall not again be allowed as overtime during the work week.
- 5 Overtime rates shall not apply to time worked by an hourly-rated employee in excess of his regular work day or week when such time is due to change of shift.
- 6 In no case shall an hourly-rated employee be

entitled to more than on and one-half times his applicable hourly rate for any time actually worked by him on an hourly rate basis, except as hereinafter provided.

7 At present the work day begins at 7.00 a.m. and the work week at 7.00 a.m. on Sunday.

8 Hoisting and lowering schedules at the Horne Mine will be arranged to provide approximately eight [8] hours from collar to collar for each shift, but variations from such schedules not exceeding fifteen [15] minutes which do not occur consistently shall be disregarded. Any delay greater than fifteen [15] minutes in hoisting hourly-rated employees from underground which is due to necessary repair work or safety considerations or causes beyond the Company's control shall be paid for on the basis of straight time only.

9 An hourly-rated employee who is called out for emergency work shall be guaranteed [4] hours' work, or at the Company's option shall be given four [4] hours' pay without being required to work the full period in which case for the purpose of calculating overtime he shall not be considered to have worked any time. If he is entitled to payment at overtime rates as provided for in this Article for any or all of the time actually worked, and such payment is larger than four [4] hours' pay, he shall receive the larger amount.

10 The Company does not guarantee to provide work for any hourly-rated employee, nor to maintain the work week or working hours presently in force.

#### **ARTICLE 15**

#### **STATUTORY HOLIDAYS**

An hourly-rated employee will be paid at twice his applicable hourly rate for any time actually worked in the twenty-four [24] hour periods commencing at 11.00 p.m. on Christmas Eve or New

Year's Eve and at one and one-half times his applicable hourly-rate for any time actually worked in the twenty-four [24] hour periods commencing at 7.00 a.m. on the statutory holidays observed for Dominion Day or Thanksgiving Day.

## **ARTICLE 16**

### **WAGES AND BONUSES**

The Company and the Union agree that the scale of wages, bonuses, overtime rates and times and methods of payment effective at the date of execution of this Agreement shall be maintained during the life of this Agreement.

## **ARTICLE 17**

### **BULLETIN BOARDS**

1 No bills, bulletins, newspapers or other documents shall be posted or distributed in or about the premises of the Company by the Union or by any hourly-rated employee of the Company.

2 The Company will provide five [5] bulletin boards for Union notices as follows:

- 1 Clock House
- 1 Concentrator Dry
- 1 Smelter Dry
- 1 Mine Dry
- 1 Machine Shop

3 Notices which the Union wishes to have posted on these bulletin boards shall be submitted to the Company for approval and posting. Notices in French or English of Union meetings [limited to the time, place and type of meetings and, if desired the names of speakers] or social events or appointments of Grievance Stewards or Grievance Committeemen will be accepted but the Company will not approve or post any notice of a controversial nature.

## **ARTICLE 18**

### **SAFETY AND HEALTH**

The existing safety devices and practices of the Company for the purpose of protecting employees from injury, accident or unhealthful conditions of work during their working hours shall be continued, subject to such improvements or changes as the Company may from time to time determine to be advisable. The Grievance Committee [but not more than five [5] members thereof] or any employee of the Company shall have the right to discuss matters dealing with safety and health conditions with the Company at reasonable times.

## **ARTICLE 19**

### **AUTHORITY OF UNION**

The International Union of Mine, Mill and Smelter Workers, Local 688, and its duly appointed or elected representatives herein mentioned agree that they have authority from the members of the said Local to enter into this Agreement and agree that this Agreement shall be binding upon and enforceable against the said Local and/or its members in the courts of Quebec in respect of any breach of this Agreement committed by the said Local or its members.

## **ARTICLE 20**

### **FURTHER CONFERENCES**

Either party may, on ten [10] clear days' notice, require the other party to enter into negotiations for the renewal of this Agreement within the period of two [2] months prior to the expiry date and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to secure such a renewal; provided however that this Article Twenty [20] shall not apply in the event that P. C. 1003 shall cease to apply to the Company.

## ARTICLE 21

### NOTICES

1 Any notice in writing which either party desires to give to the other shall be given by registered mail, postage prepaid, addressed as follows:

To the Company:  
Noranda Mines Limited  
P. O. Box 20  
Noranda, Quebec

To the Union:  
The Secretary, Local 688  
International Union of Mine, Mill  
and Smelter Workers  
P. O. Box 1373  
Rouyn, Quebec

2 Any notice so mailed shall be deemed given as of the next business day after date of mailing. The registration receipt shall establish the date of mailing.

3 Either party may change its address for service of notices at any time by notice as above mentioned.

## ARTICLE 22

### TERMINATION

1 This Agreement shall become effective as of February tenth, 1947, and shall terminate at the expiration of one [1] year thereafter.

2 IN WITNESS WHEREOF Noranda Mines, Limited has caused its corporate seal to be affixed under the hands of its proper officers in that behalf and the duly appointed or elected representatives of Local 688, International Union of Mine, Mill and Smelter Workers have hereunto set their hands and seals.

3 Executed at the Town of Noranda, Quebec, this tenth day of February, 1947.

Signed for  
NORANDA MINES, LIMITED

[Signed] J. Y. Murdoch	President
[Signed] J. R. Bradfield	Secretary
[Signed] R. V. Porritt	
[Signed] J. A. Costa	
[Signed] B. C. Rochester	
[Signed] C. J. Drummond	
[Signed] E. W. Michaud	

Signed for  
LOCAL 688, INTERNATIONAL UNION OF  
MINE, MILL AND SMELTER WORKERS

[Signed] E. V. Peterson  
[Signed] C. A. Long  
[Signed] Rosaire Lafrance

---

**Bargaining Committee**

[Signed] Oliver F. Breton  
[Signed] Thos. F. McGuire  
**International Representative**  
[Signed] R. H. Carlin  
Board Member

### SCHEDULE "A"

The following classifications of employees are excluded from the bargaining unit and are not affected by the provisions of this Agreement:

- 1—All employees who are not employed at the Horne Mine and Plant
- 2—All employees who are paid on a monthly, weekly, daily or contract basis, or on any basis other than a basic hourly rate.
- 3—Any employees who are paid on a basic hourly rate but who are:
  - a) Clerical employees,
  - b) Employees holding positions of authority higher than the position of subforeman or mucker boss
  - c) Confidential employees including policemen, guards, gatemen and watchmen,
  - d) Technical employees,
  - e) Part time employees and school boys.

In case of any dispute as to whether any individual is excluded from the bargaining unit the dispute shall be referred to the Labour Relations Board for a ruling.

### SCHEDULE "B"

1 Arbitrations shall be heard at Noranda, Quebec unless otherwise mutually agreed upon.

2 In any arbitration the written representations of the hourly-rated employee made at stage Three [3] and the decision of the Company at stage Four [4] of the Grievance Procedure or in the case of a difference directly between the Union and the Company a written representation by the applicant for the arbitration and the reply thereto by the other party shall be presented to the arbitrators and the award of the arbitrators shall be confined to determining the issues therein set out.

3 Each party to an arbitration shall be entitled to be represented by counsel or otherwise and to present evidence, to cross-examine the witnesses of

the other party and to present arguments orally and/or in writing. Where written arguments are submitted each party may reply once to the argument of the other party. When any written argument or brief is filed by a party with the board of arbitrators a copy shall at the same time be sent to the other party.

4 Witness fees and allowances shall be paid by the party calling the witnesses.

5 No costs of arbitration shall be awarded to or against either party.

6 The award of the arbitrators shall be given within a period of fifteen [15] days after the close of the hearings.

QUEBEC, le 27 juin 1947.

Mr. C.-J. Drummond, Secretary to  
Vice President & General Manager,  
Noranda Mines, Limited,  
NORANDA, Que.

Dear Sir:

I acknowledge receipt of your letter dated June 25th,  
enclosing two additional printed copies of the Agreement entered  
into between your Company and Local 688 of the International Union  
of Mine, Mill and Smelter Workers.

I note that these printed copies are written in both  
French and English.

Yours very truly,

Gerard Tremblay

Deputy Minister of Labour.

C.

NORANDA MINES, LIMITED

NORANDA, QUEBEC

LETTRE REÇUE  
JUN 27 1947  
BUREAU  
SOUS-MINISTRE  
DU TRAVAIL

June 25, 1947

Mr. Gérard Tremblay,  
Deputy Minister of Labour,  
Department of Labour,  
QUEBEC, Quebec.

Dear Sir:

On May 14 we sent you two mimeographed copies of a Collective Bargaining Agreement between ourselves and Local 688 of the International Union of Mine, Mill and Smelter Workers, which was dated February 10, 1947. You may be interested in receiving two more copies of this Agreement, which we have just received from the printers. Please note that the printed copies are written in both French and English.

Yours very truly,

Secretary to  
Vice President & General Manager

CJD/AD  
Encl.

BUREAU DU SOUS-MINISTRE	
Préparer référence à:	
Appoint de ser	
Préparer	Équation
	arr. ministériel
	projet de loi
	avis de publication
Attestation	
Matière	
Faire le nécessaire	
Matière	
Classer	
CJD/AD	

H6-47

A-107

Quebec, May 22nd, 1947.

Mr. C.J. Drummond, Secretary,  
Noranda Mines, Limited,  
Noranda,  
Que.

Dear Sir:-

This Department has duly received copy of the collective labour agreement entered into between Noranda Mines, Limited and Local 688 of International Union of Mine Mill and Smelter Workers; same is being filed in our records as a gentlemen's agreement.

Sincerely yours,

Deputy Minister of Labour.

Gérard Tremblay.  
MC.



COLLECTIVE BARGAINING AGREEMENT

*Between*

NORANDA MINES, LIMITED

*and*

INTERNATIONAL UNION OF MINE  
MILL AND SMELTER WORKERS  
LOCAL 688

*Dated February 10, 1947.*

COLLECTIVE BARGAINING AGREEMENT

Dated February 10, 1947.

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THIS AGREEMENT made this tenth day of February, 1947

Between

NORANDA MINES, LIMITED, a corporation incorporated under the laws of the Province of Ontario and licensed to carry on business in the Province of Quebec, hereinafter called the "Company"

of the first part

- and -

The INTERNATIONAL UNION OF MINE, MILL AND SMELTER WORKERS, LOCAL 688, a voluntary non-incorporated association of employees hereinafter called the "Union"

of the second part

WITNESSETH THAT THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1

DEFINITION

The term "hourly-rated employees" wherever used in this Agreement shall mean all hourly-paid employees of the Company employed at the Horne Mine and Plant except as set forth in Schedule "A" attached hereto and made a part of this Agreement. The term "hourly-rated employee" shall mean one of such hourly-rated employees.

ARTICLE 2

RECOGNITION

The Company recognizes the Union as the sole collective bargaining agency for all its hourly-rated employees as defined by Article 1 with respect to rates of pay, hours of work and other working conditions.

ARTICLE 3

REPLACEMENT OF FORMER AGREEMENTS

This Agreement supersedes all previous agreements relative to rates of pay, hours of work and other working conditions heretofore existing between the hourly-rated employees and the Company.

ARTICLE 4MANAGEMENT

The Union agrees that the Company has the exclusive right and power to:

- (a) Maintain order, discipline and efficiency.
- (b) Hire, discharge, classify, transfer, promote, demote, lay off, suspend or discipline hourly-rated employees, provided however that any exercise of these rights and powers in conflict with the provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.
- (c) Generally to manage the enterprise, to make rules governing conduct and procedure, to be the judge of the qualifications of hourly-rated employees, to decide the number of hourly-rated employees needed for any operation at any time, to determine the extent and the location of operations, the kinds and locations of machines and tools to be used and the schedules of production.

ARTICLE 5NO DISCRIMINATION

1. There shall be no discrimination by the Company or the Union or its members against any hourly-rated employee because of membership or non-membership in any lawful union or because of race, colour, religious creed or political belief.
2. No person shall be required, as a condition of employment, to become or remain a member of any union or other employees' organization, and no statements or representations to the contrary shall be made.
3. There shall be no solicitation of membership in any union organization or collection of union dues or any union activity (except as set out in the Grievance Procedure) on the Company's time or on the Horne Mine and Plant property. Provided however that this clause shall not be construed to prevent hourly-rated employees from engaging in casual conversation relating to union affairs.

ARTICLE 6ADJUSTMENT OF GRIEVANCES

1. It is agreed that the settlement of any grievance shall not be construed as a precedent in respect to any other grievance.
2. Should any difference as to the interpretation or violation of the provisions of this Agreement arise between the Company and the Union or any hourly-rated employee, an earnest effort shall be made to settle such difference without undue delay in the following manner:

## Stage One

The hourly-rated employee (accompanied by a Steward from his Department who is reasonably familiar with the work on which the hourly-rated employee is engaged) may, provided it is done with reasonable promptness after the alleged grievance has arisen, present his complaint to the Management representative designated by the Company to act at this stage One and if within forty-eight (48) hours from the time when such complaint was made to such Management representative a decision satisfactory to the hourly-rated employee is not given, then

## Stage Two

Such hourly-rated employee (accompanied by not more than two Grievance Stewards, one of whom is from his Department and is reasonably familiar with the work on which the hourly-rated employee is engaged) may within forty-eight (48) hours after the decision of the Management representative for stage One has been or should have been given, present his representations orally or in writing to the Management representative designated by the Company from time to time to handle such matters at stage Two and if within forty-eight (48) hours from the time when such representations were presented to the Management representative for stage Two a decision satisfactory to such hourly-rated employee is not given, then

## Stage Three

Before proceeding further with the matter such representations shall be stated by the hourly-rated employee in writing and presented within forty-eight (48) hours after the decision of the Management representative for stage Two has been or should have been given, by the hourly-rated employee (accompanied by not more than three (3) Grievance Stewards, one of whom is from his Department and is reasonably familiar with the work on which the hourly-rated employee is engaged) to the Management representative designated by the Company from time to time to handle such matters at stage Three (the Management representative may if he so desires be accompanied by another official of the Company) and such Management representative shall give his decision in writing within seven (7) days from the date upon which such representations were presented to him, and if the matter is not satisfactorily disposed of, then

## Stage Four

Notice in writing requesting further consideration of the matter may, within seven (7) days after the decision of the Management representative for stage Three has been or should have been given, be given by the Grievance Committee to the Management representative designated by the Company from time to time to handle such matters at this stage Four. Such Management representative shall notify the Union of the time and place at which he will meet the Grievance Committee to discuss the matter. At such time the representations in writing presented at stage Three shall be presented to such Management representative by not less than three (3) and not more than five (5) members of the Grievance Committee, one of whom shall be a Steward representing the Department in which the matter arose. The Management representative may if he desires be accompanied by other officials of the Company. At such meeting such written representations and the decision of the Management representative for stage Three shall be considered. At the inception of or during this stage Four the members of the Grievance Committee presenting such matter or the Management representative to whom it is presented may require that an International Representative of the International Union of Mine, Mill and Smelter Workers or an officer of the Union be present at such meeting. Every effort will be made to settle such difference within seven (7) days from the date upon which the Management representative for stage Four received written notice of the matter as above set forth and such Management representative shall give the decision in writing on behalf of the Company within such seven (7) days period.

### Group Complaints

Where two or more hourly-rated employees have complaints relating to the interpretation or violation of the provisions of this Agreement which are sufficiently common in nature that they may conveniently be dealt with together, such complaints shall constitute a group grievance and shall be handled as follows:

- (a) If less than five (5) hourly-rated employees working under the same foreman are directly concerned in a group grievance the matter shall be initially submitted at stage One.
- (b) If less than five (5) are directly concerned but all do not work under the same foreman, or if five (5) or more but less than twenty (20) are directly concerned in a group grievance the matter shall be initially submitted at stage Two.
- (c) If twenty (20) or more are directly concerned in a group grievance the matter shall be initially submitted at stage Three.
- (d) A group grievance shall be presented by not more than ten (10) per cent of those in the group directly concerned but with a minimum of two (2) hourly-rated employees allowed, accompanied if they so desire by the appropriate number of Grievance Stewards or Grievance Committeemen as permitted in the various stages.

### General

- (a) Sundays and holidays shall not be counted in determining the time within which any action is to be taken in each of the stages of the Grievance Procedure.
- (b) The Company will indicate by notice posted up for each Department the Management representatives designated by it from time to time to handle matters at each stage of the Grievance Procedure. It is the intention of the Company that such representatives shall be as follows: stage One, the Shift Boss or Foreman; stage Two, the General Foreman; stage Three, the Department Superintendent; stage Four, the General Manager.
- (c) Complaints of hourly-rated employees in the Surface General Department shall pass directly from stage One (1) to stage Three (3), omitting stage Two (2).
- (d) If no Management representative shall have been designated by the Company for any of the stages through which a matter must proceed, such matter may proceed directly to the next higher stage for which a Management representative shall have been so designated.
- (e) Any differences which arise directly between the Union and the Company as to the interpretation or violation of the provisions of this Agreement instead of following the procedure hereinbefore set out may be submitted in writing by either party to the other with opportunity to be provided within seven (7) days for oral discussion between the officers of the Union and Management representatives designated for that purpose by the Company. Failing settlement within seven (7) days of such first oral discussion, either the Management representatives with whom the matter was so discussed or the Union may give notice in writing requiring a meeting within seven

(7) days between such Management representatives or such other senior officials of the Company as the Company may designate for this purpose and an International Representative of the International Union of Mine, Mill and Smelter Workers to discuss the matter. The decision of the Company shall be given within seven (7) days after such meeting.

- (f) In the event that any difference as to the interpretation or violation of the provisions of this Agreement shall not have been satisfactorily settled under the foregoing provisions, the matter may then by notice in writing given by one party to the other within twenty-one (21) days from the giving of the decision of the Management representative at stage Four, or the decision of the Company in the preceding paragraph, be referred to arbitration as hereinafter provided. If no decision be given within the seven (7) days period allowed above the notice of arbitration may be given within twenty-one (21) days after the expiry of such seven (7) days period.
- (g) Should any difference arise between the Company and the Union or any hourly-rated employee as to the interpretation or violation of the provisions of this Agreement or should any hourly-rated employee believe that his discharge is in violation of the provisions of this Agreement and should the Company or the Union or an hourly-rated employee desire to take advantage of the procedure provided for in this Article, each step in such procedure (including any reference to arbitration) required to effect a satisfactory disposition of the matter shall be taken within the time limits above set forth or the matter shall be deemed to have been abandoned.
- (h) Any and all time limits fixed by this Article for the taking of action by either party or by any hourly-rated employee may at any time be extended by agreement in writing signed by a Management representative of the Company and a representative of the Union.
- (i) If any dispute affecting an hourly-rated employee's rate of pay is finally settled in his favour, adjustment shall be made retroactive to the date of presentation of the grievance in writing.
- (j) Any misunderstanding in relation to contract bonus received will not be considered under the Grievance Procedure until it has been taken up with the bonus department by the hourly-rated employee who is directly concerned.
- (k) Nothing in this Agreement shall be construed to limit or impair the right of any hourly-rated employee to present any grievance or complaint directly to any representative of the Company or to restrict the Company from making settlements in respect to any such complaints or grievances.

#### Grievance Stowards and Grievance Committee

- (a) The Grievance Stowards and Grievance Committeemen herein referred to shall be selected by the Union and shall be hourly-rated employees with seniority status. The total number of Grievance Stowards and Grievance Committeemen shall not exceed one (1) for each fifty (50) hourly-rated employees.

- (b) The Company shall not be required to recognize any Grievance Steward or Grievance Committeeman until it has been given notice in writing by the Union of the appointment.
- (c) In order to reduce to a minimum any interference with operations it is agreed that as far as is practicable grievance work will be done outside of working hours. If it is necessary for a Grievance Steward or Grievance Committeeman or hourly-rated employee to take time off during working hours he will arrange with his foreman to be off at a time which will least interfere with his work. He will secure from his foreman a carbon copy of a dated pass showing his name and number, the time of leaving and the time of returning to his work. The pass will be signed by him and by the foreman, and the original of the pass shall be retained by the Company. The Company shall not be required to pay for any time spent on grievances or grievance duties except when such time has been spent by the Grievance Stewards or Committeemen or hourly-rated employees at the request of the Company.
- (d)(1) A Grievance Steward investigating a complaint in any part of the mine other than his current working place must be accompanied by his foreman or his designated representative.
- (d)(2) A Grievance Steward investigating the condition of a working place must be accompanied by the foreman of the working place or his designated representative.
- (d)(3) A Grievance Steward investigating a complaint in a Department other than that in which he is employed must first secure a pass from the Superintendent of the other Department or his designated representative.

## ARTICLE 7

### ARBITRATION

a. In any case in which a Board of Arbitrators shall be required under this Agreement, the Union and the Company shall each appoint one arbitrator and the two arbitrators so appointed shall appoint a third who shall act as Chairman. The arbitrators to be appointed by the Union and the Company shall be appointed within ten (10) days from the date of receipt of notice of arbitration.

b. Should the arbitrators appointed by the Union and the Company fail, within five (5) days after their appointment, to agree upon the appointment of the Chairman he shall be selected in rotation from the following panel:

The Honourable Mr. Justice A. Duranleau  
 The Honourable Mr. Justice C. A. Bertrand  
 The Honourable Mr. Justice G. F. Gibsons  
 The Honourable Mr. Justice A. Savard

Any member of the panel who, having been requested in his turn to act as Chairman, shall be unable or unwilling to act shall not be again requested to act as Chairman until his name comes up again on the regular rotation of the panel.

c. The Union and the Company shall respectively pay the expenses of the arbitrator appointed by each, and the expenses of the third arbitrator shall be borne in equal shares by the Union and the Company.

d. The rules of arbitration annexed hereto as Schedule "B" shall govern the conduct of any arbitration proceedings hereunder. In any such arbitration the presumption shall be, until the contrary shall have been proved, that the provisions of this Agreement have been complied with.

e. The finding of the majority of the Board of Arbitrators as to the facts and as to the interpretation or violation of this Agreement shall be conclusive and binding upon all parties concerned, but in no case shall the arbitrators be authorized to alter, modify or amend any part of this Agreement.

ARTICLE 8

NO CESSATION OF WORK

1. In view of the orderly procedure for settling differences the Union agrees that there shall be no strike, stoppage, slow-down or restriction of output during the life of this Agreement and that any or all of the hourly-rated employees taking part in or instigating any such strike, stoppage, slow-down or restriction of output shall be subject to discharge or other discipline by the Company, provided however that any hourly-rated employee who believes that he has been unjustly discharged or disciplined may avail himself of the Grievance Procedure.

2. On the other hand and for the same reason the Company agrees that there shall be no lockout during the life of this Agreement.

ARTICLE 9

DISCHARGE CASES

1. In the event that an hourly-rated employee be discharged from his employment after the date hereof and believes that his discharge is in violation of the provisions of this Agreement, such discharge shall constitute a matter to be dealt with under the provisions of this Agreement respecting Grievance Procedure. Any such matter may be presented at the third stage of the Grievance Procedure within seven (7) days after the date of written notice of such discharge and not otherwise.

2. In the event that it should be finally decided that the discharge of any such hourly-rated employee is in violation of the provisions of this Agreement, the Company shall reinstate such hourly-rated employee and pay full compensation (less amounts of money earned by the hourly-rated employee during the time lost) at the hourly-rated employee's regular basic rate for the time lost after written complaint against such discharge has been received by the Company, limited to a maximum of forty-eight (48) hours per week in the case of an hourly-rated employee who regularly works eight (8) hours per day, and fifty-four (54) hours per week in the case of an hourly-rated employee who regularly works nine (9) hours per day. Upon such reinstatement there shall be deemed to have been no break in the hourly-rated employee's continuous service.

ARTICLE 10

EMPLOYMENT AFTER MILITARY SERVICE

Reinstatement

1. Each of the parties realizing its responsibility to employees of the Company returning from service in His Majesty's Armed Forces, the Union agrees to co-operate in the carrying out by the Company of the spirit and intent of the Re-Instatement in Civil Employment Act, 1946, and the Regulations thereunder. It is recognized that this may necessitate laying off certain employees to make room for those so returning, which shall be done according to the seniority provisions of this Agreement.

### Employment of Volunteers Who Are Not Entitled to Reinstatement

1. In order that due preference in employment may be given to persons who voluntarily enlisted in His Majesty's Armed Forces or who voluntarily served in the Merchant Marine or in the Corps of (Civilian) Canadian Fire Fighters for Service in the United Kingdom but who are not entitled to reinstatement by the Company under the Provisions of the Re-Instatement in Civil Employment Act, 1946, and the Regulations thereunder, the Union agrees that other hourly-rated employees who have no seniority may if necessary be laid off in order to make room for such persons. The provisions of this Agreement regarding temporary employees shall apply to any such person except that, if first hired within six (6) months after his discharge from military service (or hospital treatment or special training following such discharge) and if within six (6) months after such first hiring he has completed six (6) months' continuous service with the Company, his seniority for the purposes of Article 11 of this Agreement shall date back to the date of his voluntary enlistment.

### ARTICLE 11

### SENIORITY

#### Definition

1. "Seniority" is the principle of giving preference to hourly-rated employees in promotions, lay-offs and re-hiring after lay-offs in accordance with length of continuous service.
2. "Length of Continuous Service" shall mean the length of continuous service of an individual in the Company's employ since the date of his last entry into the service of the Company at Noranda. A break in service shall be deemed to have occurred if an individual employed by the Company
  - (a) quits or
  - (b) is discharged or
  - (c) is laid off by the Company for lack of work for a period in excess of six (6) months; or
  - (d) works for some other employer while absent from his work whether on official leave-of-absence or otherwise, except when the Company approves such other employment.

#### Plant Seniority

1. In all cases of reduction in force (except lay-offs considered by the Company to be temporary only) the Company shall consider the following two factors in determining which hourly-rated employees are to be laid off or demoted:
  - (a) seniority in the Plant determined in the manner herein set out, and
  - (b) the requirements and efficiency of operations and the ability, knowledge, training, skill and physical fitness of the individual to do the job.
2. When in the judgment of the Company factor (b) is to all intents and purposes equal as between two or more hourly-rated employees, their relative plant seniority shall govern except as hereinafter provided.

### Seniority in Re-Hiring

1. For a period of six (6) months from the date of lay-off for lack of work of any hourly-rated employee he shall have preferential rights for re-hiring (but only for jobs whose occupants would be classified as hourly-rated employees and which are not of a temporary or emergency nature) in accordance with the following provisions:
2. The hourly-rated employees most recently laid off within the previous six (6) months shall, to the extent of the number of workers at any one time required by the Company, be sent notice by mail by the Company stating the jobs available and the proposed time of hiring which shall not be less than seven (7) days from the date of such mailing. Such notice shall be mailed by registered mail to each such hourly-rated employee addressed to the last address which he shall have recorded with the Company. The hourly-rated employees to whom such notices are sent and who report ready for work shall if they are qualified and physically able to fill the jobs available be re-hired in inverse order to that in which they were laid off. The Company shall not be required however to rehire at any time any hourly-rated employee who shall have failed to report for re-hiring in accordance with and at the time stated in any such notice so sent to him.

### Departmental Seniority

1. In all cases of promotions to fill a vacancy in any Department (except promotions to or in categories other than the category of an hourly-rated employee) the Company shall consider the following two factors in determining which hourly-rated employees are to be promoted:
  - (a) seniority in the Department determined in the manner herein set out, and
  - (b) the requirements and efficiency of operations and the ability, knowledge, training, skill and physical fitness of the individual to do the job.
2. When in the judgment of the Company factor (b) is to all intents and purposes equal as between two or more hourly-rated employees, their relative Departmental seniority shall govern except as hereinafter provided.
3. In the event that the transfer of an individual employed by the Company is required for one or more of the following reasons:
  - (a) the efficient conduct of operations
  - (b) considerations of the health of any such individual
  - (c) in order to take advantage of any new skill or training acquired during service in His Majesty's Forces

it is agreed that his Departmental seniority in the Department to which he has been transferred shall be equal to his seniority in the Plant.

4. Nothing in this Agreement shall be construed to preclude the Company from transferring any individual in any other category in a Department to the category of an hourly-rated employee in the same Department. The seniority of any such individual in that Department shall be determined by the length of his continuous service therein.

### Transfers

Hourly-rated employees may file with the Company their written applications for transfer from one Department to another. In the event of an opening occurring in any Department any such applications will be given full consideration on the same basis as in the case of promotions. The seniority of any hourly-rated employee who is transferred will be treated as set out in this Article.

### Temporary Employees

1. An hourly-rated employee will be considered to be a temporary employee and shall have no seniority under this Agreement until the end of six (6) months' continuous service, when his name shall be placed on the seniority list as of the beginning of such six (6) months' period. There shall be no responsibility for re-employment of such persons in the event that they are laid off or discharged during the six (6) months' period.
2. A temporary employee shall have no rights under this Agreement except that he may take advantage of the Grievance Procedure in case he believes he has been unjustly disciplined or discharged.

### Absence

1. When hereafter an hourly-rated employee is absent on leave-of-absence or otherwise for a period in excess of two weeks, except in cases of disabling accident or sickness, such period shall not be counted in the length of such hourly-rated employee's continuous service.
2. The Company will grant leave-of-absence to an hourly-rated employee for a reasonable time, for good cause, if he can be spared.
3. The company will grant one leave-of-absence to attend a Union convention to not more than five (5) hourly-rated employees, subject to the following conditions:
  - (a) that the Union gives at least one (1) week's written notice to the Company designating the hourly-rated employees for whom such leave is desired;
  - (b) that such leave will be for a period not exceeding two (2) weeks;
  - (c) that such hourly-rated employees can be spared.
4. The Company will on application from the Union grant a one (1) year's leave-of-absence during his tenure of office to not more than one (1) hourly-rated employee who is employed as President or Financial Secretary of Local 688 of the International Union of Mine, Mill and Smelter Workers.
5. An hourly-rated employee who is unable to report for work for any reason will notify his foreman if possible before the beginning of his shift.
6. An hourly-rated employee desiring to return to work after an absence will give one (1) day's notice to the Company in order that a place can be made for him.
7. Any leave-of-absence permit must be in writing and signed by an authorized Company official.

### Special Training

Notwithstanding anything to the contrary contained in this Agreement, the Company shall have the right from time to time to designate to the Union certain individuals who are to be given special training or experience in preparing them or trying out their capabilities for other or broader assignments with the Company or for future service other than to the Company not exceeding at any time fifty (50) or five percent (5%) of the hourly-rated employees, whichever shall be the greater, and to promote, demote or transfer such individuals, engage, retain or dispense with their services and direct their efforts from time to time free from any limitations provided for in this Agreement; provided however, that no such individual shall be assigned to take over the job occupied at the time by an hourly-rated employee outranking such individual for purposes of promotion if such assignment would result in the demotion of such hourly-rated employee.

### ARTICLE 12

#### DEPARTMENTS AND SENIORITY LISTS

##### Departments

For the purposes of applying the provisions of this Agreement the Departments shall be as follows:

1. Mine Department (including Mine Surface)
2. Mechanical, Electrical and Construction Department
3. Smelter Department
4. Concentrator Department (including Cyanide and Pyrite Plants)
5. General Surface Department

##### Seniority Lists

Seniority lists of hourly-rated employees in the Plant and in each Department shall be prepared and maintained by the Company. A master list for the Plant and a list for each Department shall be available at the Company's General Office and departmental lists shall be available in the respective Departmental offices for reference by hourly-rated employees at reasonable times to determine questions of seniority. The lists shall be revised and brought up to date at least once during each six (6) months' period, and a copy of each list shall be given to the Union.

### ARTICLE 13

#### VACATIONS WITH PAY

Each hourly-rated employee will be entitled to the minimum annual vacation with pay provided for by Ordinance 3 (as revised August 12, 1946) of the Minimum Wage Commission of the Province of Quebec, and each hourly-rated employee who has five (5) or more years of service as of April 30 will then become entitled to an additional vacation with pay equal to the minimum provided for by said Ordinance, provided that his total annual vacation with pay shall in no case exceed two weeks with pay at four percent (4%) of his wages earned during the twelve (12) months' period of service ending April 30. It is further provided that an hourly-rated employee leaving the service of the Company will receive the vacation pay to which he was entitled on May 1 immediately preceding, if he has not already received such vacation pay, and an indemnity of two percent (2%), but in no case more than two percent (2%), of his wages earned since such May 1.

ARTICLE 14HOURS OF WORK AND OVERTIME

1. The schedules of hours in effect for all hourly-rated employees at the date of execution of this Agreement shall be maintained except if this should be impractical due to lack of work.
2. An hourly-rated employee who regularly works eight (8) hours per day shall be paid at the rate of one and one-half times his applicable hourly rate for any time actually worked by him on an hourly rate basis in excess of eight (8) hours in any regular working day or in excess of forty-eight (48) hours in any work week.
3. An hourly-rated employee who regularly works nine (9) hours per day shall be paid at the rate of one and one-half times his applicable hourly rate for any time actually worked by him on an hourly rate basis in excess of nine (9) hours in any regular working day or in excess of fifty-four (54) hours in any work week.
4. Any time allowed as overtime in any working day shall not again be allowed as overtime during the work week.
5. Overtime rates shall not apply to time worked by an hourly-rated employee in excess of his regular work day or work week when such time is due to change of shift.
6. In no case shall an hourly-rated employee be entitled to more than one and one-half times his applicable hourly rate for any time actually worked by him on an hourly rate basis, except as hereinafter provided.
7. At present the work day begins at 7:00 a. m. and the work week at 7:00 a. m. on Sunday.
8. Hoisting and lowering schedules at the Horne Mine will be arranged to provide approximately eight (8) hours from collar to collar for each shift, but variations from such schedules not exceeding fifteen (15) minutes which do not occur consistently shall be disregarded. Any delay greater than fifteen (15) minutes in hoisting hourly-rated employees from underground which is due to necessary repair work or safety considerations or causes beyond the Company's control shall be paid for on the basis of straight time only.
9. An hourly-rated employee who is called out for emergency work shall be guaranteed four (4) hours' work, or at the Company's option shall be given four (4) hours' pay without being required to work the full period in which case for the purpose of calculating overtime he shall not be considered to have worked any time. If he is entitled to payment at overtime rates as provided for in this Article for any or all of the time actually worked, and such payment is larger than four (4) hours' pay, he shall receive the larger amount.
10. The Company does not guarantee to provide work for any hourly-rated employee, nor to maintain the work week or working hours presently in force.

ARTICLE 15STATUTORY HOLIDAYS

An hourly-rated employee will be paid at twice his applicable hourly rate for any time actually worked in the twenty-four (24) hour periods commencing at 11:00 p. m. on Christmas Eve or New Year's Eve and at one and one-half times his applicable hourly rate for any time actually worked in the twenty-four (24) hour periods commencing at 7:00 a. m. on the statutory holidays observed for Dominion Day or Thanksgiving Day.

ARTICLE 16WAGES AND BONUSES

The Company and the Union agree that the scale of wages, bonuses, overtime rates and times and methods of payment effective at the date of execution of this agreement shall be maintained during the life of this Agreement.

ARTICLE 17BULLETIN BOARDS

1. No bills, bulletins, newspapers or other documents shall be posted or distributed in or about the premises of the Company by the Union or by any hourly-rated employee of the Company.
2. The Company will provide five (5) bulletin boards for Union notices as follows:
  - 1 Clock House
  - 1 Concentrator Dry
  - 1 Smelter Dry
  - 1 Mine Dry
  - 1 Machine Shop
3. Notices which the Union wishes to have posted on these bulletin boards shall be submitted to the Company for approval and posting. Notices in French or English of Union meetings (limited to the time, place and type of meetings and, if desired, the names of speakers) or social events or appointments of Grievance Stewards or Grievance Committeemen will be accepted but the Company will not approve or post any notice of a controversial nature.

ARTICLE 18SAFETY AND HEALTH

The existing safety devices and practices of the Company for the purpose of protecting employees from injury, accident or unhealthful conditions of work during their working hours shall be continued, subject to such improvements or changes as the Company may from time to time determine to be advisable. The Grievance Committee (but not more than five (5) members thereof) or any employee of the Company shall have the right to discuss matters dealing with safety and health conditions with the Company at reasonable times.

ARTICLE 19AUTHORITY OF UNION

The International Union of Mine, Mill and Smelter Workers, Local 688, and its duly appointed or elected representatives herein mentioned agree that they have authority from the members of the said Local to enter into this agreement and agree that this agreement shall be binding upon and enforceable against the said Local and/or its members in the courts of Quebec in respect of any breach of this agreement committed by the said Local or its members.

ARTICLE 20FURTHER CONFERENCES

Either party may, on ten (10) clear days' notice, require the other party to enter into negotiations for the renewal of this agreement within the period of two (2) months prior to the expiry date, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to secure such a renewal; provided however that this Article Twenty (20) shall not apply in the event that P. C. 1003 shall cease to apply to the Company.

ARTICLE 21NOTICES

1. Any notice in writing which either party desires to give to the other shall be given by registered mail, postage prepaid, addressed as follows:

To the Company:

Noranda Mines, Limited  
P. O. Box 20  
Noranda, Quebec

To the Union:

The Secretary, Local 688  
International Union of Mine, Mill and Smelter Workers  
P. O. Box 1373  
Rouyn, Quebec

2. Any notice so mailed shall be deemed given as of the next business day after date of mailing. The registration receipt shall establish the date of mailing.

3. Either party may change its address for service of notices at any time by notice as above mentioned.

ARTICLE 22TERMINATION

1. This Agreement shall become effective as of February tenth, 1947, and shall terminate at the expiration of one (1) year thereafter.

2. IN WITNESS WHEREOF Noranda Mines, Limited has caused its corporate seal to be affixed under the hands of its proper officers in that behalf and the duly

appointed or elected representatives of Local 688, International Union of Mine, Mill and Smelter Workers have hereunto set their hands and seals.

3. Executed at the Town of Noranda, Quebec, this tenth day of February, 1947.

Signed for

NORANDA MINES, LIMITED

(Signed) J. Y. Murdoch

President

(Signed) J. R. Bradfield

Secretary

(Signed) R. V. Ferritt

(Signed) J. A. Costa

(Signed) B. C. Rochester

(Signed) G. J. Drummond

(Signed) E. W. Michaud

Signed for

LOCAL 688, INTERNATIONAL UNION OF  
MINE, MILL AND SMELTER WORKERS

(Signed) E. V. Petersen

(Signed) C. A. Long

(Signed) Rosaire Lafrance

Bargaining Committee

(Signed) Oliver Breton

(Signed) Thos. F. McGuire

International Representative

(Signed) R. H. Carlin  
Board Member

### SCHEDULE "A"

The following classifications of employees are excluded from the bargaining unit and are not affected by the provisions of this Agreement:

1. All employees who are not employed at the Horne Mine and Plant
2. All employees who are paid on a monthly, weekly, daily or contract basis, or on any basis other than a basic hourly rate.
3. Any employees who are paid on a basic hourly rate but who are:
  - (a) Clerical employees,
  - (b) Employees holding positions of authority higher than the position of subforeman or mucker boss
  - (c) Confidential employees including policemen, guards, gatemen and watchmen,
  - (d) Technical employees,
  - (e) Part time employees and school boys.

In case of any dispute as to whether any individual is excluded from the bargaining unit the dispute shall be referred to the Labour Relations Board for a ruling.

### SCHEDULE "B"

1. Arbitrations shall be heard at Noranda, Quebec, unless otherwise mutually agreed upon.
2. In any arbitration the written representations of the hourly-rated employee made at stage Three (3) and the decision of the Company at stage Four (4) of the Grievance Procedure or in the case of a difference directly between the Union and the Company a written representation by the applicant for the arbitration and the reply thereto by the other party shall be presented to the arbitrators and the award of the arbitrators shall be confined to determining the issues therein set out.
3. Each party to an arbitration shall be entitled to be represented by counsel or otherwise and to present evidence, to cross-examine the witnesses of the other party and to present arguments orally and/or in writing. Where written arguments are submitted each party may reply once to the argument of the other party. When any written argument or brief is filed by a party with the board of arbitrators a copy shall at the same time be sent to the other party.
4. Witness fees and allowances shall be paid by the party calling the witnesses.
5. No costs of arbitration shall be awarded to or against either party.
6. The award of the arbitrators shall be given within a period of fifteen (15) days after the close of the hearings.