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1954

AMENDED ARTICLES
OF THE

COLLECTIVE AGREEMENT
BETWEEN

THE CARTER WHITE LEAD COMPANY OF CANADA, LIMITED

(hereinafter called the Company)

And

THE NATIONAL UNION OF OPERATING ENGINEERS OF CANADA

(hereinafter called the Union)

ARTICLE 12- BENEFITS

GROUP INSURANCE

The present Group Life and Sickness & Accident policies carried with Metropolitan Life Insurance Company, together with Blue Cross Hospitalization Benefits, will be cancelled as of February 28, 1954.

In place of the above, a new insurance package plan through the Metropolitan Life Insurance Company will go into effect as of March 1, 1954. The new plan includes the following items; Life Insurance, Insurance for Death or Dismemberment by accidental means, Sickness and Accident Insurance, Hospital Expense and Surgical Operation Insurance.

The new insurance plan is a condition of employment, and the attached schedule of benefits forms part of the amended agreement.

The cost of premiums including dependents, is shared equally by the Company and the employees.

In the case of an employee not being a member of the Blue Cross, the usual waiting period on Hospitalization and Surgical Benefits will apply as from March 1, 1954.

ARTICLE 8. WORKING CONDITIONS

ITEM "E" STATUTORY HOLIDAYS

With the recognition of May 24th, as a legal holiday, Clause "E" is amended to read as follows:

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The following generally observed holidays are recognized:

New Year's Day
 Good Friday
 May 24th,
 St-Jean Baptiste Day
 Dominion Day
 Labour Day
 Thanksgiving Day
 Christmas Day

Employees will be paid for eight (8) clear Holidays irrespective of the day on which they fall, and also receive compensation for any recognized Holidays that may occur during a Holiday or shut down period of less than two months, providing the employees concerned report for duty when advised.

UNCHANGED

All other Articles in Collective Labour Agreement which expired December 31st, 1951, together with new Schedule of Wages effective January 1, 1952, are renewed, and will remain in effect until December 31st, 1954.

ARTICLE 13- DURATION OF AGREEMENT

This agreement is effective January 1st, 1954, and terminates december 31st, 1954, unless either party gives notice by writing to the other party within a delay which shall not be more than sixty (60) days or less than thirty (30) days prior to the expiration of each period, of its intention to terminate the Agreement or seek amendments to same, and in the latter case the present Agreement shall remain in force until the next Agreement is duly signed.

IN WITNESS WHEREOF the parties have signed this Agreement at the City of Montreal, under effective date of

This 17th day of March, one thousand, Nine Hundred and Fifty-four.

THE CARTER WHITE LEAD CO. OF CANADA LTD.

Unreadable
 Executive Vice-Pres. & Managing Director

THE NATIONAL UNION OF OPERATING ENGINEERS
 OF CANADA.

F. Dessureault
 E. Donald

Montreal, Que.
February 9 1954.

INSURANCE PACKAGE PLAN- HOURLY-PAID EMPLOYEES

CLASS	BENEFITS ACCIDENTAL DEATH DISMEMBER MENT	X LIFE INSURANCE	WEEKLY SICKNESS & ACCIDENT BENEFITS		HOSPITAL INSURANCE	SPECIAL FEES	SURGICAL INSCE.	EMPLOYEE COMPULSORY		X DEPENDENTS Optional
			Male	Female				Male	female	
1. Less than \$40.	\$1000.	\$1000.	\$25.	\$20.	\$7.00 a day	\$70.	Up.	\$2.10	\$1.95	\$2.07
2. \$40. but less than than 50	1500.	1500.	25.	20.	7.00	70.	to	2.39	2.23	2.07
3. \$50 but less than 60	2000.	2000.	25.	20.	7.00	70.	\$200.	2.68	2.53	2.07
4. \$60. but less than 70	2500.	2500.	25.	20.	7.00	70.	Maxi.	2.97	2.81	2.07
5. \$70 or more	3000.	3000.	25.	20.	7.00	70.	sum	3.25	3.10	2.07

X COMPANY PAYS FIRST WEEK PROVIDING EMPLOYEE QUALIFIES FOR POLICY BENEFITS

X COVERAGE FOR DEPENDENTS INCLUDES HOSPITAL INSURANCE, SPECIAL FEES AND SURGICAL INSURANCE

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AMENDED ARTICLES.

OF THE

COLLECTIVE AGREEMENT

BETWEEN

THE CARTER WHITE LEAD COMPANY OF CANADA, LIMITED

(hereinafter called the Company.)

and

THE NATIONAL UNION OF OPERATING ENGINEERS OF

CANADA.

(hereinafter called the Union.)

8. WORKING CONDITIONS - CLAUSE "G"

Giving effect to the 18% increase agreed to, retroactive to January 1st, 1952, the starting rate for Fourth Class Engineers will be \$1.24 per hour and after three (3) months - \$1.29 per hour.-

COST OF LIVING BONUS.

However in the event the Cost of Living index published by the Dominion Bureau of Statistics on April 1st 1952 has increased at least one full point over the index figure of 191.1 published January 1st 1952 a bonus will be paid on the basis of \$1.30 per point per month to wage earners for the ensuing three months. The Cost of Living Bonus will be subject to adjustment at the end of each quarter, based on Dominion Bureau of Statistics figures published July 1st, and October 1st, 1952.

UNCHANGED.

All other articles in Collective Labour Agreement which expired December 31st 1951 are renewed and will remain in effect until December 31st 1952.

13. DURATION OF AGREEMENT.

This Agreement is effective January 1st 1952, and terminates December 31st 1952 unless either party gives notice by writing to ~~the~~ other party within a delay which shall not be more than sixty (60) days or less than thirty (30) days prior to the expiration of each period, of its intention to terminate the Agreement or seek amendments to same, and in the latter case the present Agreement shall remain in force until the next Agreement is duly signed.-

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IN WITNESS WHEREOF THE parties have signed this Agreement at the City of Montreal under effective date of

This fourth
and Fifty Two.

day of April One Thousand Nine Hundred

THE CARTER WHITE LEAD COMPANY OF CANADA, LIMITED

G. Moffet.

Executive Vice-President & Managing Director

THE NATIONAL UNION OF OPERATING ENGINEERS OF CANADA.

P. Dessureault.

Nelson Cosette

COLLECTIVE AGREEMENT.

- between -

THE CARTER WHITE LEAD COMPANY OF CANADA LIMITED

(Hereinafter called the Company)

- AND -

THE NATIONAL UNION OF OPERATING ENGINEERS OF CANADA.-

(Hereinafter called the Union)

1.- PURPOSE.

It is the intention of this agreement to maintain a harmonious relationship between the Company and its Steam Plant employees to provide an amicable method of settling any differences which may arise between them and to set forth the conditions of employment to be observed between the Company and the Union.-

2.- TERM " EMPLOYEES ".

The term " employees " as mentioned in this Agreement refers to the Steam Plant Engineers, known as "Stationary Enginemen " Quebec Act.-

3. RECOGNITION.

The Company recognizes the Union as the sole and exclusive bargaining agent for all its Steam plant engineers as defined in Clause 2, in collective bargaining with relations to wages, hours of work and other conditions of employment as set forth herein.-

4.- UNION SECURITY.

It is recognized by both parties that the Union has a heavy responsibility to its members and likewise, the members of the Union have a responsibility to the Union.-

5.- GRIEVANCE COMMITTEE.

The Union will elect or appoint " one Shop- Steward " and supply the Company with the name of same, whom said Company shall then recognize.

The Shop Steward shall be the person to handle the grievance arising out of this agreement.-

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6.- GRIEVANCE PROCEDURE.

Should any dispute arise between the Company and the Union as to the meaning and application of the provisions of this Agreement or should any local trouble of any kind arise in the plant, there shall be no suspension of work on account of such dispute, but an earnest effort shall be made by both parties hereto to settle immediately and without delay such dispute or trouble in respect of which the following grievance machinery is set up:-

- FIRST: The employee concerned may either alone or accompanied by the Shop-Steward, take the matter directly to the head of the department.
- SECOND: If a settlement is not reached within a reasonable time (48) forty-eight hours, the Steward may take the matter to the Superintendent.-
- THIRD: If a settlement is not reached with the Superintendent within a reasonable time (36) thirty six hours the matter may be discussed by the Shop Steward accompanied by a representative of the National Union of Operating Engineers of Canada and the Management of the Company.-

All settlement of grievances between the Company and the Union shall be final and binding upon the Company, the Union the employee or employees concerned. In the event of failure to reach a settlement the matter shall be referred to Arbitration pursuant to the Labour Laws governing the matter.-

Specific times and meetings shall be agreed upon by the Union Committee and the Management of the Company for the consideration of any disputes or other matters to be dealt with under the provisions of this section, provided however, that matters pertaining to the discharge of employees or other matters which cannot reasonably be delayed until the time of such regular meetings may be considered at an earlier date. Matters to be dealt with under the provisions of this section, shall normally be discussed during working hours provided, however, that lengthy negotiations for

a settlement of any dispute may be discussed outside of working hours.-

During the term of this Agreement, the Company agrees that there shall be no lockout and the Union agrees that there shall be no slowdown, strike or other stoppage of work until all provisions of this Agreement have been exhausted.-

Any employee who engages in a strike, slowdown or stoppage of work before fully complying with the provisions of this section or other recourses provided by law, shall be subject to disciplinary measures.-

7. MANAGEMENT.

The Management of the plant and the direction of the employees, including the right to hire, suspend or discharge for proper causes and the right to relieve employees from duty because of lack of work or for other legitimate reasons is vested exclusively in the Company in accordance with the terms of this agreement.-

Any employee who feels that he has been unjustly dismissed laid off or suspended must inform the Company and the Union, within 48 hours that he questions said dismissal, suspension or lay-off and the matter shall from then on be dealt with as a grievance.-

8.- WORKING CONDITIONS.

For the purpose of this Agreement the plant in question shall be recognized as a "Fourth " class plant in accordance with the Quebec Enginemen's Act.-

A) The regular work day shall be of eight (8) hours duration.

The regular work week shall be of forty (40) hours duration

B) OVERTIME.

Overtime will be paid for time worked in excess of 40 hours per week or eight (8) hours per day.-

A normal week worker who has been laid off during. the normal work week, will be paid overtime if required to work on Saturday or Sunday.-

Work on Saturday included in a 7-day rotating swing shift shall not constitute overtime. Sunday work will be paid at the overtime rate.-

Where 3 men only are employed on a continuous operation, overtime after forty (40) hours in any one week will apply.-

C) OVERTIME RATE;

The rate of overtime will be time and one-half.

D) HOLIDAY RATE;

Double time. i.e. normal pay plus one day, shall be paid for all work performed on those holidays specified in Article "E"

E) STATUTORY HOLIDAYS.

The following generally observed Holidays are recognized:

New Year's Day
Good Friday
St. Jean Baptiste Day
Dominion Day
Labour Day
Thanksgiving Day
Christmas Day

Employees will be paid for seven (7) clear Holidays irrespective of the day on which they fall, and also receive compensation for any recognized Holidays that may occur during a Holiday or shut down period of less than two months, providing the employees concerned report for duty when advised.-

F) A lunch period occurring in the middle of each shift, shall be allowed each employees and shall be recognized as time worked, but the employee must remain on duty during such lunch period.-

G) Rates of pay shall be as follows:-

To apply from January 1st, 1951 fourth Class Engineers starting rate will be \$1.05 per hour: after three (3) months \$1.09 per hour

H) An off- shift premium of five cents (5¢) per hour will be paid for work performed between the hours of 3.00 p.m. and 7 a.m.

I) Each operator will bring in the amount of coke required on his own shift and take out any ashes that may accumulate on their shift.-

In addition they will also be required to maintain the engine-room in a Clean and Tidy Condition.-

J) GENERAL.

1. Employees called in on an emergency call to work for a period of less than two hours, other than immediately before or immediately after their regular working hours, will be paid a minimum of two hours at overtime rates.-

2. Employees required to work more than two hours overtime who were at work on the preceding working day and were not notified of said overtime work, shall

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be allowed half and hour off work with pay for lunch:-

3. An employee, reporting for work at his regularly scheduled time and there being no work in his regular Department, shall be entitled to a minimum pay of half a day at not less than his payroll rate.- unless on the previous day notified orally or by notice on the bulletin board not to report, provided that, if requested by the Company, he shall perform a minimum of half a day pay of such available work as the Company may assign; this clause shall not apply to employees absent from work the preceding working day.

4. Employees shall be in their respective working places ready to begin work at the designated starting time and shall not leave their places of work until the regular hours of work have been completed within the scope of this Agreement. Shift workers are required to stay on the job until proper relief is on hand. In the event of no relief, the man on duty is required to fill out the extra shift.-

K) TOOLS AND EQUIPMENT.

Any employee being entrusted with tools or equipment required in the carrying out of his duties, or articles provided for their personal welfare, will be held responsible for their safe return, failing which the value of same will be deducted from his wages.-

9. HOLIDAY POLICY.

Employees shall be paid on the Holidays specified in Article "E" providing they work a full day the first working day following said Holiday, unless they are prevented from so doing by sickness, in which case they must present a physician's medical certificate. The remuneration shall be based on the normal working day of each employee excluding overtime.-

An employee joining the Company during the period August 1st to May 1st will be entitled to Holiday remuneration on the basis of one half day per month for time worked, but not exceeding one(1) normal work week. Employees joining the Company on or after May 1st will not be entitled to any Holiday remuneration during the designated general Holiday period.-

After three (3) years continuous service, employees shall be granted two (2) week's Holidays with pay.-

The Company's present policy of giving three (3) week's Holidays with pay for employees with twenty-five (25) years continuous service will be continued.

The normal work week in the Department in which he is employed, will be the basis of pay for an employee's Holiday week or weeks.

Holidays are given in that time most convenient to the Company within the period of June 1st., to September 30th., but, employees shall be given at least fifteen (15) days' notice in advance.-

Employees with greatest seniority in each department will be given first preference.-

The Company may declare a general Holiday period in any year and after discussion of the subject with the Grievance Committee, designate such period as the time during which all employees shall take the vacations or part thereof to which they are entitled.-

In the case of lay-offs of more than two months, employees with less than three year's service will receive half a day per working month for the year in question:

Employees with more than three years service will receive one day per working month for the year in question. They will not be entitled to any statutory Holidays that may occur during such a lay-off.-

In the case of employees leaving voluntarily or dismissed they will receive Holidays compensation on the basis to which they are entitled at the time of severance of their employment.-

Employees laid-off will no longer be considered in the Company's employ after six (6) months, (in accordance with the revised Seniority Clause) and will be entitled to draw any Holiday compensation at the end of the six (6) month period.-

10. SENIORITY.

a) Insofar as may be practicable, in the reduction, restoration and advancement, plant and departmental seniority shall govern, provided the employees are capable of doing the work.-

b) An employee shall cease to have a seniority rights and his employee's status with the Company the Company will be terminated for all purposes if

- 1 He leaves voluntarily
- 2 He is discharged.
- 3 If he is not actively employed for a period of six (6)mo.

11. SAFETY AND HEALTH.

The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.-

Such devices as the Company requires to be worn and other equipment which in the opinion of the Company is necessary, for the safety and protection of the employees, shall be provided by the Company.-

12. BENEFITS:

All benefits presently enjoyed by the employees in general as well as all future benefits to employees in general, shall continue to apply to all employees covered by this Agreement.

13. DURATION OF AGREEMENT.

This agreement is effective January 1st 1951 and terminates December

31, 1951 unless either party gives notice by writing to the other party within a delay which shall not be more than sixty (60) days nor less than thirty (30) days prior to the expiration of each period, of its intention to terminate the Agreement or seek amendments to same, and in the latter case the present Agreement shall remain in force until the next Agreement is duly signed.-

14. NOTICE:

Any notice required to be sent to the Company shall be effectively given when mailed to:

The Carter White Lead Company of Canada, Limited
1295 Delorimier Avenue,
Montreal, Que.-

and as such notices required to be given to the Union, shall be effectively given when mailed to:-

The National Union of operating Engineers of Canada,
Room 10. Monument National
1182 St. Lawrence Boulevard.-
Montreal Que.-

IN WITNESS WHEREOF the parties have signed this agreement at
the City of Montreal under effective date of.-

this 5th day of March
Fifty-One.

One Thousand, Nine Hundred and

THE CARTER WHITE LEAD COMPANY OF CANADA LIMITED

G. Moffet.

Vice President & Managing Director.

NATIONAL UNION OF OPERATING ENGINEERS OF
CANADA.-

P. Desseurealt.

M. Cossette.-

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MEMORANDUM OF COLLECTIVE AGREEMENT

-between-

THE CARTER WHITE LEAD COMPANY OF CANADA, LIMITED, a body politic and corporate having its head office and principal place of business in the City of Montreal, Province of Quebec.

(Hereinafter called the Company)

-and-

UNITED MINE WORKERS OF AMERICA, (Local Union No. 13161) Montreal, an association of employees, having its head office in the City of Montreal, Province of Quebec.

ARTICLE 1- PURPOSE (hereinafter called the Union)

It is the intention of this agreement to maintain a harmonious relationship between the Company and its employees, to provide an amicable method of settling any differences which may arise between them and to set forth the conditions of employment to be observed between the Company and the Union.

ARTICLE 2- TERM "EMPLOYEES"

The term "employees" as mentioned in this agreement, refers to, and includes all men and women working for the Company on production or maintenance work in the plant, other than and excluding the foreman, the stationary engineers, the office and technical staff or any other person having the power to hire or discharge.

ARTICLE 3- RECOGNITION

The Company recognizes the Union during the terms of this agreement as the sole and exclusive bargaining agent for all its employees, as the term is defined in Article 2, in collective bargaining with relation to wages, hours of work and other conditions of employment.

ARTICLE 4- CHECK-OFF OF DUES

On the written authorization of an employee, the Company will deduct from his wages the sum of \$2.00 for monthly dues and will remit to the Financial Secretary of the Union the full amount so collected before the 15th of each month; any such employee will have the right to revoke in writing the said authorization and upon said revocation the Company will stop deducting any monthly dues from his wages.

Notwithstanding the statement in the foregoing sentence, an employee shall have the right to authorize an irrevocable collection of dues for the duration of this agreement, but not exceeding a period of twelve months.

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MEMORANDUM OF COLLECTIVE AGREEMENTARTICLE 4- CHECK-OFF OF DUES (CONT'D)

However, unless an employee gives notice in writing to the Company within a delay that shall not be more than 60 days and less than 30 days, prior to the expiration of the current Contract, authorization covering irrevocable check-off of dues would automatically be renewed for one year.

ARTICLE 5- GRIEVANCE COMMITTEE

The Union Officers, namely, President, Vice-President and the Secretary shall act as the Stewards and grievances committee. The Union will supply the Company with the names of said Officers who will then be recognized by the Company.

All Officers of the Union shall be employees of the Company and be on the seniority list.

ARTICLE 6- GRIEVANCE PROCEDURE

Should any dispute arise between the Company and the Union as to the meaning and application of the provisions of this Agreement, or should any local trouble of any kind arise in the plant, there shall be no suspension of work on account of such dispute or trouble, but an earnest effort shall be made by both parties hereto to settle immediately and without delay, such dispute or trouble, in respect of which the following grievance machinery is set up:

First: The employee concerned may, either alone or accompanied by an Officer of the Union, take the matter directly to the said department's Foreman.

Second: If a settlement is not reached before the end of the following day, the Officer may take the matter directly to the Plant Superintendent.

Third: If a settlement is not reached within a reasonable time (48 Hrs.) the Officer shall present a written summary of the grievance to the General Manager. After which the matter may be discussed between the Officers of the Union, accompanied, if so desired, by a representative of the U.M.W. and the Management of the Company.

All settlement of grievances between the Company and the Grievance Committee shall be final and binding upon the Company, the Committee, the employee or employees concerned, and the Union.

This grievance procedure has been established for the mutual benefit of employees and Management of the Company, and can be used by either whenever.

MEMORANDUM OF COLLECTIVE AGREEMENTARTICLE 6- GRIEVANCE PROCEDURE (CONT'D)

the situation warrants such action.

ARBITRATION:

a) In the event of failure to reach a settlement through the grievance procedure, as detailed above, the matter shall be referred within ten days to the Conciliation and Arbitration Service of the Quebec Department of Labour in conformity with the Quebec Trades Disputes Act (S.R.Q. 1941,) Chapter 1670.

b) It is agreed that the majority decision rendered by the Arbitration Board shall be final and binding upon the Company, the union and the employees. Specific times and meetings shall be agreed upon by the Committee and the Management of the Company for the consideration of any disputes or other matters to be dealt with under the provisions of this section provided, however, that matters pertaining to the discharge of employees or other matters which cannot reasonably be delayed until the time of such regular meeting may be considered at an earlier date. During the term of this Agreement the Company agrees that there will be no lockout, and the Union agrees that there shall be no slow-down strike or other complete or partial stoppage of work until all the provisions of this Agreement have been exhausted, and only if the other party refuses to follow the decision of the Council of Arbitration. The Union further agrees that there shall be no strike, slow-down or other stoppage of work even then unless authorized in writing by the senior officers of the Union and also by an official representative of the United Mine Workers of America, and a copy of such authorization has been delivered to the Company.

Any employee who engages in a strike, slow-down or stoppage of work before fully complying with the provisions of this section or other recourses provided by law, shall be subject to disciplinary measures both by the Company and the Union, and the Company shall have the right to dismiss him.

Wherever a time limit is established, such time limit shall be deemed to be exclusive of Sundays and legal holidays.

ARTICLE 7- RIGHTS OF MANAGEMENT

Without limiting any other pre-existing rights of the Company, the Management of the plant and the direction of the employees including the right to hire, promote, demote, transfer, suspend or discharge for proper cause and the right to relieve employees from duty because of

MEMORANDUM OF COLLECTIVE AGREEMENTARTICLE 7- RIGHTS OF MANAGEMENT CONT'D)

lack of work or for other legitimate reasons, is vested exclusively in the Company in accordance with the terms of this agreement. The Company also reserves the right to change the nature of the work either on a temporary or a permanent basis, at any time and with reasonable notice according to the circumstances. Any such action which results in individual injustice in the opinion of the Union shall be considered a discussible grievance.

The Company reserves the right to discharge an employee for any just cause including, but without limiting the generality of the foregoing, the following.

- a) Bringing intoxicants into or consuming intoxicants in the said works.
- b) Misappropriation of property of the Company or of other persons employed at the said works.
- c) Giving or taking a bribe of any nature as an inducement to obtain or retain a position.
- d) Deliberate destruction of property of the Company or of other persons employed at the said works.
- e) Gross carelessness endangering the safety of other persons employed at the said works or the property of the Company.
- f) Insubordination.
- g) Fighting at the said works.
- h) Disorderly conduct.
- i) Incapacity or neglect of duty.
- j) Absence without notification, i.e; man must notify the Company either by telephone or messenger if he is not going to report for his regular shift; such notification is to reach the Company within one hour of his regular reporting time.
- k) Repeated lateness after warning.- Same condition regarding notification applies as under "J".
- l) Smoking in prohibited areas.
- m) Refusing to do the ^{job} assigned by the supervisor.
- n) Infraction of any of the provisions of this agreement or of the rules and regulations established by the Company.

MEMORANDUM OF COLLECTIVE AGREEMENT

Any employee who feels that he has been unjustly dismissed, laid-off or suspended, must inform the Company and the Union in writing within 48 hours, that he questions said dismissal, suspension or lay-off and the matter shall, from then on be dealt with, as a grievance and if the employee is found to have been unjustly dismissed and in turn reinstated, he shall then be paid as if he had not been dismissed.

ARTICLE 8- TRANSFER OF EMPLOYEES

- a) An employee required to fill another job paying a higher rate of pay, for more than one day, shall receive the higher rate of pay; if required to fill a job paying a lower rate of pay for more than one day, he shall receive the lower rate of pay. In case one of the departments of the Company stops production, the Company will have the right, at its option, to offer the employees of the said departments who normally would be laid-off, work in some other occupational classification having a lower rate of pay and to pay them the said lower rate of pay.
- b) When an employee is transferred permanently to another job, he shall be paid at the rate of the new job.
- c) When an employee is assigned any other job, he shall be told whether it is a temporary assignment or whether it is permanent.

ARTICLE 9- SENIORITY

- a) Seniority shall become effective only after an employee has been employed as a full time worker and has worked a total of sixty days. The first thirty days is to be considered as a probationary period during which employees will be on trial and on a purely temporary basis; the dismissal of an employee during the said period shall not be subject to question by the Union. Days absent from work shall not be included in the total number of days worked.
- b) In case of advancement, the principle of first, departmental seniority and second, plant seniority, shall prevail, providing the employees, in the opinion of Management and in consultation with the Labour-Management Committee, are capable of doing the work.

MEMORANDUM OF COLLECTIVE AGREEMENT

In cases of staff reductions and re-employment, employees last on the plant seniority list shall be laid off first and re-employed in ~~INVERSE ORDER~~ reverse order to which they are laid off, subject to their having the ability and physical/^{fitness} to fill the position in question. However, in cases of close-down periods not exceeding fifteen days, departmental seniority shall be applied instead of plant seniority; but plant seniority will apply for any announced close down period for more than fifteen days, except in the case of labourers, helpers and others considered unskilled. Notices of re-employment are to be mailed to the last recorded address of the laid-off employee and such employee is required to report by telephone or in person within seventy-two hours from the time the notice is mailed or lose his claim to the job under consideration.

c) An employee shall cease to have seniority rights and his employee's status with the Company will be terminated for all purposes if,

- I. He leaves voluntarily
- II. He is discharged for cause
- III. If he fails to answer the Company's notice of re-employment within seventy-two hours from the time the notice is mailed.
- IV. If he is not actively employed for a period of six (6) months.

d) Vacancies occurring in the plant will be posted on bulletin boards for a period of forty-eight (48) hours, so that employees may make application for the position to be filled. In filling vacancies and in making promotions, the Company will consider the following factors, and where (b) and (c) are relatively equal, seniority shall govern:

- (a) Seniority
- (b) Ability and efficiency
- (c) Physical fitness.

(e) For the purpose of seniority, the following departments will be recognized:

- (1) Maintenance
- (2) Shipping & Receiving
- (3) Oxide Department
- (4) White Lead Department.

MEMORANDUM OF COLLECTIVE AGREEMENT

f) The Company agrees to post seniority lists showing the seniority of each employee, and to furnish a copy of such list to the Union, The Company agrees to review the seniority lists every twelve months and to correct any errors therein whenever proof of error is submitted by the Union.

g) It is the duty of each employee to take advantage of every available opportunity to prepare himself as much as possible for the next higher job. Such knowledge as he is able to acquire will be considered when making promotions. If, after training and promotion, an employee does not perform his duties according to the Company's requirements, he shall be relegated to his former job.

ARTICLE 10- GROUP INSURANCE

The following is a summary of the Group Insurance plans now in effect subject, however, to the express terms and conditions of the respective policies or plans in force;

L I F E: Each employee is insured for the sum of \$1,000.00- employees contributing .60¢ per month towards payment of premium.

SICKNESS &

ACCIDENT: Effective May 1st, 1948, benefits under this plan were increased from \$10.00 to \$18.00 per week- with employees portion of premium being increased ~~MINIMUM~~ from .60¢ to .72¢ per month. As insurance company benefits do not commence until after seven days sickness, the Company will pay the \$18.00 for the first seven days sickness provided the employee becomes eligible for and receives benefits under the policy after the first seven days sickness.

The Company agrees to discuss at the Labour-Management Committee meeting beforehand, any new plan to be introduced regarding sick benefits for hourly paid employees, on the Group Life Insurance Plan.

All employees shall join the Group Insurance.

Blue Cross Benefits on the payroll deduction plan are available- on a strictly voluntary basis- total premium for employees account.

MEMORANDUM OF COLLECTIVE AGREEMENTARTICLE 11- MEETINGS AND POSTING OF NOTICES

The Union shall have the right to post on notice boards provided on the Company's property, notices of meetings or such other notices as may be approved by the Management.

ARTICLE 12- LABOUR-MANAGEMENT COMMITTEE

It is agreed that the Company will set up a Labour-Management Committee, composed of members elected by the employees and members appointed by the Company. The function of this Committee will be to advise the Company on matters not included in the agreement, including matters in connection with production problems, such as the more efficient use of manpower and equipment, the reduction of cost, the elimination of waste, Plant safety, and other matters assigned to in this Agreement.

ARTICLE 13- SAFETY AND HEALTH OF EMPLOYEES

The Company will continue to make reasonable provision for the safety and health of its employees during the hours of their employment.

Such devices as the Company requires to be worn and other equipment which, in the opinion of the Company is necessary to protect the employees from injuries shall be provided by the Company. Whenever the Company recommends to the employees for their better protection, the use of additional personal safety equipment, which it does not supply free of charge, it will make such equipment available to employees, at cost.

ARTICLE 14- WAGES

The classification and definitions, wage rates and other working conditions in force for the duration of this Agreement are described in the schedules annexed to this Agreement.

ARTICLE 15- DURATION OF AGREEMENT

This agreement is in force from January 1st, 1951 to December 31st, 1951 and shall remain in force thereafter from year to year unless either party gives notice by writing to the other party within a delay which shall not be more than sixty days or less than thirty days prior to the expiration of each period, of its intention to terminate the Agreement or seek amendments to same, and in the latter case the present Agreement shall remain in force until the amended Agreement is duly signed or the other period of one year has elapsed.

THIS CONVENTION was signed by the authorized parties, on

the.....8th.....day of February, 1951.

THE CARTER WHITE LEAD COMPANY OF CANADA LIMITED

S. Moffat
Vice-President and General Manager

UNITED MINE WORKERS OF AMERICA, DISTRICT 50,

Richard Tiemensma
President

Gus Caron
Secretary

Conrad Boyer

G. Boisvert
International Representative

1. CLASSIFICATION AND DEFINITIONS

SCHEDULE -I-

MALE EMPLOYEES

JOB CLASSIFI- CATIONS

JOB

GENERAL CLASSIFICATION

- (a) **Labourer:** Designates an unskilled employee performing work of a general nature.
- (b) **Helper:** designates an employee who assists the higher qualified employees, in the respective departments, but is himself above the rank of labourer.
- (c) **Putty Operator:** One who makes putty on a given formula from the various raw materials, It is his duty to fill, weigh and store the finished product.

MAINTENANCE DEPARTMENT

- (a) **Maintenance Man:** One who is capable of doing general maintenance work around the plant, setting up new equipment and realigning old equipment. He is also required to repair and operate such shop tools as are necessary to the maintenance of the plant.
- (b) **Oiler:** One who keeps all machinery in the plant oiled and greased properly, and makes such minor repairs as are needed during his oiling schedule or reports such need to the Maintenance foreman. He also works in the maintenance crew when needed.

SHIPPING AND RECEIVING DEPARTMENT

- (a) **Towmotor Operator:** designates the man that carries out all duties required in the efficient operation of the Towmotor; also performs work of a general nature when Towmotor is not in operation.

OXIDE DEPARTMENT

- (a) **Barton Operator:** One who operates the entire Barton equipment in such a manner as to produce lead oxides of given specifications. He brings the pig lead to the melting kettle and charges same at a steady rate as required to produce the specified products. He is responsible for charging the products into the various storage hoppers, checking hopper space available for the different products. He is required to keep the pots, uptake and settling chambers

JOB
CLASSI-
FICATIONS.

OXIDE DEPARTMENT (CONT'D)

- (a) **Barton Operator:** free of accumulation as the need arises, and make periodic tests of the material being processed.
- (b) **Mechanical Furnace** One who charges the furnaces either by hand or screw conveyer and operates the old-burning equipment efficiently to produce the products required. He discharges the furnaces and dumps the products from the trucks into the receiver of the conveyer, and is responsible to see to it that the various products are conveyed to the proper hoppers, and when necessary to draw the material from the mill feed hopper through the mill to the packing hopper.
- (c) **Packer:** One who draws the material from the mill feed hopper through the mill to the packing hopper while packing drums or bags for shipment. The drums and bags are filled, weighed, trimmed and headed by the packer.

WHITE LEAD DEPARTMENT

- (a) **White Lead** One who operates the entire white lead formation system. He keeps the litharge storage hopper full and makes up acid and soda ash when required.
- (b) **Dryer Operator** One who operates the dryer and other equipment pertaining to the said machine, including pumping of the slurry to the dryer and grinding of the product from the dryer into the storage hopper.
- (c) **Pulper Operator** One who operates the lead in oil pulpers in such a manner as to produce, from white lead slurry, a satisfactory lead in oil for grinding and subsequent filling.
- (d) **Mill Man:** One who through proper adjustment of the mills produces a satisfactory grind. He is responsible for discharging the pulpers into the mills and pumping the ground material into the filling tanks. He assists the packer in heading the packages for shipment.
- (e) **Packer:** One who packs dry lead or lead in oil in bags, barrels or steel pails. He is responsible for proper weights and stacking of stock in proper storage areas.

JOB
CLASSIFI-
CATION

(NOTE): All employees are required to keep their areas and machines clean. Vacuum cleaners are available for this purpose. The above classification while covering regular duties, it is understood that all employees will perform any other duties of a general nature when required.

SCHEDULE OF WAGE RATES

SCHEDULE -II

JOB DESIGNATION	JOB NUMBER	JOB EVALUATION POINTS	RATE PER HOUR	
			(basic Rate- 97¢ per hour) STARTING	AFTER THREE (3) MONTHS
Labourer	1	135	.97	1.01
Watchman- Janitor	2	130	.97	1.01
Dry White Packer	3	148	1.01	1.05
Towmotor	4	169	1.05	1.09
Mill Operator- Roller	5	159	1.01	1.05
Putty Operator	6	155	1.01	1.05
Biler	7	174	1.05	1.09
Pulper	8	171	1.05	1.09
Dryer Operator	9	159	1.01	1.05
Oxide Packer	10	176	1.05	1.09
Maintenance Helper	11	162	1.01	1.05
Mechanical Furnace Operator	12	179	1.05	1.09
White Lead Operator	13	216	1.13	1.17
Barton Operator	14	221	1.13	1.17
Maintenance Man	15	285	1.25	1.29

JOB EVALUATION POINTS AND RATES

<u>Points</u>	<u>Rates</u>
124-145	.97-1.01
146-167	1.01-1.05
168-189	1.05-1.09
190-211	1.09-1.13
212-233	1.13-1.17
234-255	1.17-1.21
256-277	1.21-1.25
278-299	1.25-1.29
300-321	1.29-1.33

NOTE: The above rates are retroactive to January 1st, 1951.

WORKING CONDITIONS

SCHEDULE -III

"A" WORKING SCHEDULES

For the purpose of this agreement the term "normal week" shall mean an employee who is scheduled to work Monday through Friday only.

All operations will generally be on the normal work week with the exception of Watchman and Janitor service.

However, the Company reserves the right to institute a 7-day rotating swing shift in any or all of the operations.

The term 7-day rotating swing shift is defined as a schedule where 4 men operate on a 7-day a week schedule.

Watchman and Janitor service will operate on the 7-day rotating swing shift.

The above normal working hours do not constitute a guarantee by the Company that such hours of work will be provided or paid for.

"B" OVERTIME

Overtime will be paid for time worked in excess of 40 hours per week or 8 hours per day.

A normal week worker who has been laid-off during the normal work week, will be paid overtime if required to work on Saturday or Sunday.

Work on Saturday included in a 7-day rotating swing shall not constitute overtime. Sunday work will be paid at the overtime rate.

Where 3 men only are employed on a continuous operation, overtime after 40 hours in any one week will apply.

"C" OVERTIME RATE

The rate of overtime will be time and one half.

"D" HOLIDAY RATE

Double time, i.e. normal pay plus one day, shall be paid for all work performed on those holidays specified in Article "E".

"E" STATUTORY HOLIDAYS

The following generally observed Holidays are recognized:

New Year's Day
Good Friday
St. Jean Baptiste Day
Dominion Day
Labour Day
Thanksgiving Day
Christmas Day

Employees will be paid for seven (7) clear Holidays irrespective of the day on which they fall, and also receive compensation for any recognized Holidays that may occur during a Holiday or shut down period of less than two months, providing the employees concerned report for duty when advised.

WORKING CONDITIONS

NIGHT SHIFT

An off shift premium of five cents (5¢) per hour shall be paid for work performed between the hours of 3:00 P.M; and 7:00 A.M. If any overtime is payable, it shall be calculated on the basis of the normal rates for regular working hours and before adding the premium.

BATH PERIOD

All bath periods to be at the end of the regular working hours with 20 minutes⁸ pay at the basic wage rate of the job performed that day being paid by the Company. This applies to both normal and shift workers.

Employees performing Watchman and Janitor services will receive no bath period compensation.

HOLIDAY POLICY

Employees shall be paid on the Holidays specified in Article "E" providing they work a full day the first working day following said Holiday, unless they are prevented from so doing by sickness, in which case they must present a physician's medical certificate. The remuneration shall be based on the normal working day of each employee excluding overtime.

An employee joining the Company during the period August 1st to May 1st will be entitled to Holiday remuneration on the basis of one half day per month for time worked, but not exceeding one (1) normal work week. Employees joining the Company on or after general May 1st will not be entitled to any Holiday remuneration during the designated general Holiday period.

After three (3) years continuous service, employees shall be granted two (2) week's Holidays with pay.

The Company's present policy of giving three (3) week's Holidays with pay for employees with twenty-five (25) years continuous service will be continued.

The normal work week in the Department in which he is employed, will be the basis of pay for an employee's Holiday week or weeks.

Holidays are given in that time most convenient to the Company within the period of June 1st; to September 30th, but, employee shall be given at least fifteen (15) days' notice in advance.

Employees with greatest seniority in each department will be given first preference.

The Company may declare a general Holiday period in any year and after discussion of the subject with the Grievance Committee, designate such period as the time during which all employees shall take the vacation or part thereof to which they are entitled.

In the case of lay-offs of more than two months, employees with less than three year's service will receive half a day per working month for the year in question;

WORKING CONDITIONS

Page No.-3-

employees with more than three years service will receive one day per working month for the year in question. They will not be entitled to any statutory Holidays that may occur during such a lay-off.

In the case of employees leaving voluntarily or dismissed they will receive Holiday compensation on the basis to which they are entitled at the time of severance of their employment.

Employees laid-off will no longer be considered in the Company's employ after six (6) months, (in accordance with the revised Seniority Clause) and will be entitled to draw any Holiday compensation at the end of the six (6) month period.

GENERAL

1. Employees called in on an emergency call to work for a period of less than two hours, other than immediately before or immediately after their regular working hours, will be paid a minimum of two hours at overtime rates;
2. Employees required to work more than two hours overtime who were at work on the preceding working day and were not notified of said overtime work, shall be allowed half an hour off work with pay for lunch;
3. An employee, reporting for work at his regularly scheduled time and there being no work in his regular department, shall be entitled to a minimum pay of half a day at not less than his payroll rate, unless on the previous day notified orally or by notice on the bulletin board not report, provided that, if requested by the Company, he shall perform a minimum of half a day pay of such available work as the Company may assign; this clause shall not apply to employees absent from work the preceding working day.
4. Employees shall be in their respective working places ready to begin work at the designated starting time and shall not leave their places of work until the regular hours of work have been completed within the scope of this Agreement. Shift workers are required to stay on the job until proper relief is on hand. In the event of no relief, the man on duty is required to fill out the extra shift.

TOOLS AND EQUIPMENT

Any employee being entrusted with tools or equipment required in the carrying out his duties, or articles provided for their personal welfare, will be held responsible for their safe return, failing which the value of same will be deducted from his wages.

MEMORANDUM OF COLLECTIVE AGREEMENT

-between-

THE CARTER WHITE LEAD COMPANY OF CANADA, LIMITED, a body politic and corporate having its head office and principal place of business in the City of Montreal, Province of Quebec.

(Hereinafter called the Company)

-and-

UNITED MINE WORKERS OF AMERICA, (Local Union No. 13161) Montreal, an association of employees, having its head office in the City of Montreal, Province of Quebec.

ARTICLE 1- PURPOSE (hereinafter called the Union)

It is the intention of this agreement to maintain a harmonious relationship between the Company and its employees, to provide an amicable method of settling any differences which may arise between them and to set forth the conditions of employment to be observed between the Company and the Union.

ARTICLE 2- TERM "EMPLOYEES"

The term "employees" as mentioned in this agreement, refers to, and includes all men and women working for the Company on production or maintenance work in the plant, other than and excluding the foreman, the stationary engineers, the office and technical staff or any other person having the power to hire or discharge.

ARTICLE 3- RECOGNITION

The Company recognizes the Union during the terms of this agreement as the sole and exclusive bargaining agent for all its employees, as the term is defined in Article 2, in collective bargaining with relation to wages, hours of work and other conditions of employment.

ARTICLE 4- CHECK-OFF OF DUES

On the written authorization of an employee, the Company will deduct from his wages the sum of \$2.00 for monthly dues and will remit to the Financial Secretary of the Union the full amount so collected before the 15th of each month; any such employee will have the right to revoke in writing the said authorization and upon said revocation the Company will stop deducting any monthly dues from his wages.

Notwithstanding the statement in the foregoing sentence, an employee shall have the right to authorize an irrevocable collection of dues for the duration of this agreement, but not exceeding a period of twelve months.

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MEMORANDUM OF COLLECTIVE AGREEMENTARTICLE 4- CHECK-OFF OF DUES (CONT'D)

However, unless an employee gives notice in writing to the Company within a delay that shall not be more than 60 days and less than 30 days, prior to the expiration of the current Contract, authorization covering irrevocable check-off of dues would automatically be renewed for one year.

ARTICLE 5- GRIEVANCE COMMITTEE

The Union Officers, namely, President, Vice-President and the Secretary shall act as the Stewards and grievances committee. The Union will supply the Company with the names of said Officers who will then be recognized by the Company.

All Officers of the Union shall be employees of the Company and be on the seniority list.

ARTICLE 6- GRIEVANCE PROCEDURE

Should any dispute arise between the Company and the Union as to the meaning and application of the provisions of this Agreement, or should any local trouble of any kind arise in the plant, there shall be no suspension of work on account of such dispute or trouble, but an earnest effort shall be made by both parties hereto to settle immediately and without delay, such dispute or trouble, in respect of which the following grievance machinery is set up:

First: The employee concerned may, either alone or accompanied by an Officer of the Union, take the matter directly to the said department's Foreman.

Second: If a settlement is not reached before the end of the following day, the Officer may take the matter directly to the Plant Superintendent.

Third: If a settlement is not reached within a reasonable time (48 Hrs.) the Officer shall present a written summary of the grievance to the General Manager. After which the matter may be discussed between the Officers of the Union, accompanied, if so desired, by a representative of the U.M.W. and the Management of the Company.

All settlement of grievances between the Company and the Grievance Committee shall be final and binding upon the Company, the Committee, the employee or employees concerned, and the Union.

This grievance procedure has been established for the mutual benefit of employees and Management of the Company, and can be used by either whenever.

MEMORANDUM OF COLLECTIVE AGREEMENTARTICLE 6- GRIEVANCE PROCEDURE (CONT'D)

the situation warrants such action.

ARBITRATION

- a) In the event of failure to reach a settlement through the grievance procedure, as detailed above, the matter shall be referred within ten days to the Conciliation and Arbitration Service of the Quebec Department of Labour in conformity with the Quebec Trades Disputes Act (S.R.Q. 1941,) Chapter 167(.
- b) It is agreed that the majority decision rendered by the Arbitration Board shall be final and binding upon the Company, the union and the employees. Specific times and meetings shall be agreed upon by the Committee and the Management of the Company for the consideration of any disputes or other matters to be dealt with under the provisions of this section provided, however, that matters pertaining to the discharge of employees or other matters which cannot reasonably be delayed until the time of such regular meeting may be considered at an earlier date. During the term of this Agreement the Company agrees that there will be no lockout, and the Union agrees that there shall be no slow-down strike or other complete or partial stoppage of work until all the provisions of this Agreement have been exhausted, and only if the other party refuses to follow the decision of the Council of Arbitration. The Union further agrees that there shall be no strike, slow-down or other stoppage of work even then unless authorized in writing by the senior officers of the Union and also by an official representative of the United Mine Workers of America, and a copy of such authorization has been delivered to the Company.

Any employee who engages in a strike, slow-down or stoppage of work before fully complying with the provisions of this section or other recourses provided by law, shall be subject to disciplinary measures both by the Company and the Union, and the Company shall have the right to dismiss him.

Wherever a time limit is established, such time limit shall be deemed to be exclusive of Sundays and legal holidays.

ARTICLE 7- RIGHTS OF MANAGEMENT

Without limiting any other pre-existing rights of the Company, the Management of the plant and the direction of the employees including the right to hire, promote, demote, transfer, suspend or discharge for proper cause and the right to relieve employees from duty because of

MEMORANDUM OF COLLECTIVE AGREEMENTARTICLE 7- RIGHTS OF MANAGEMENT CONT'D)

lack of work or for other legitimate reasons, is vested exclusively in the Company in accordance with the terms of this agreement. The Company also reserves the right to change the nature of the work either on a temporary or a permanent basis, at any time and with reasonable notice according to the circumstances. Any such action which results in individual injustice in the opinion of the Union shall be considered a discussible grievance.

The Company reserves the right to discharge an employee for any just cause including, but without limiting the generality of the foregoing, the following.

- a) Bringing intoxicants into or consuming intoxicants in the said works.
- b) Misappropriation of property of the Company or of other persons employed at the said works.
- c) Giving or taking a bribe of any nature as an inducement to obtain or retain a position.
- d) Deliberate destruction of property of the Company or of other persons employed at the said works.
- e) Gross carelessness endangering the safety of other persons employed at the said works or the property of the Company.
- f) Insubordination.
- g) Fighting at the said works.
- h) Disorderly conduct.
- i) Incapacity or neglect of duty.
- j) Absence without notification, i.e; man must notify the Company either by telephone or messenger if he is not going to report for his regular shift; such notification is to reach the Company within one hour of his regular reporting time.
- k) Repeated lateness after warning.- Same condition regarding notification applies as under "J".
- l) Smoking in prohibited areas.
- m) Refusing to do the ^{job} assigned by the supervisor.
- n) Infraction of any of the provisions of this agreement or of the rules and regulations established by the Company.

MEMORANDUM OF COLLECTIVE AGREEMENT

Any employee who feels that he has been unjustly dismissed, laid-off or suspended, must inform the Company and the Union in writing within 48 hours, that he questions said dismissal, suspension or lay-off and the matter shall, from then on be dealt with, as a grievance and if the employee is found to have been unjustly dismissed and in turn reinstated, he shall then be paid as if he had not been dismissed.

ARTICLE 8- TRANSFER OF EMPLOYEES

- a) An employee required to fill another job paying a higher rate of pay, for more than one day, shall receive the higher rate of pay; if required to fill a job paying a lower rate of pay for more than one day, he shall receive the lower rate of pay. In case one of the departments of the Company stops production, the Company will have the right, at its option, to offer the employees of the said departments who normally would be laid-off, work in some other occupational classification having a lower rate of pay and to pay them the said lower rate of pay.
- b) When an employee is transferred permanently to another job, he shall be paid at the rate of the new job.
- c) When an employee is assigned any other job, he shall be told whether it is a temporary assignment or whether it is permanent.

ARTICLE 9- SENIORITY

- a) Seniority shall become effective only after an employee has been employed as a full time worker and has worked a total of sixty days. The first thirty days is to be considered as a probationary period during which employees will be on trial and on a purely temporary basis; the dismissal of an employee during the said period shall not be subject to question by the Union. Days absent from work shall not be included in the total number of days worked.
- b) In case of advancement, the principle of first, departmental seniority and second, plant seniority, shall prevail, providing the employees, in the opinion of Management and in consultation with the Labour-Management Committee, are capable of doing the work.

MEMORANDUM OF COLLECTIVE AGREEMENT

In cases of staff reductions and re-employment, employees last on the plant seniority list shall be laid off first and re-employed in ~~EMERGENCY~~ reverse order to which they are laid off, subject to their having the ability and physical/^{fitness} to fill the position in question. However, in cases of close-down periods not exceeding fifteen days, departmental seniority shall be applied instead of plant seniority; but plant seniority will apply for any announced close down period for more than fifteen days, except in the case of labourers, helpers and others considered unskilled. Notices of re-employment are to be mailed to the last recorded address of the laid-off employee and such employee is required to report by telephone or in person within seventy-two hours from the time the notice is mailed or lose his claim to the job under consideration.

c) An employee shall cease to have seniority rights and his employee's status with the Company will be terminated for all purposes if,

1. He leaves voluntarily

II. He is discharged for cause

III. If he fails to answer the Company's notice of re-employment within seventy-two hours from the time the notice is mailed.

IV. If he is not actively employed for a period of six (6) months.

d) Vacancies occurring in the plant will be posted on bulletin boards for a period of forty-eight (48) hours, so that employees may make application for the position to be filled. In filling vacancies and in making promotions, the Company will consider the following factors, and where (b) and (c) are relatively equal, seniority shall govern:

(a) Seniority

(b) Ability and efficiency

(c) Physical fitness.

(e) For the purpose of seniority, the following departments will be recognized:

(1) Maintenance

(2) Shipping & Receiving

(3) Oxide Department

(4) White Lead Department.

MEMORANDUM OF COLLECTIVE AGREEMENT

f) The Company agrees to post seniority lists showing the seniority of each employee, and to furnish a copy of such list to the Union, The Company agrees to review the seniority lists every twelve months and to correct any errors therein whenever proof of error is submitted by the Union.

g) It is the duty of each employee to take advantage of every available opportunity to prepare himself as much as possible for the next higher job. Such knowledge as he is able to acquire will be considered when making promotions. If, after training and promotion, an employee does not perform his duties according to the Company's requirements, he shall be relegated to his former job.

ARTICLE 10- GROUP INSURANCE

The following is a summary of the Group Insurance plans now in effect subject, however, to the express terms and conditions of the respective policies or plans in force;

L I F E: Each employee is insured for the sum of \$1,000.00- employees contributing .60¢ per month towards payment of premium.

SICKNESS &

ACCIDENT: Effective May 1st, 1948, benefits under this plan were increased from \$10.00 to \$18.00 per week- with employees portion of premium being increased ~~MAXIMUM~~ from .60¢ to .72¢ per month. As insurance company benefits do not commence until after seven days sickness, the Company will pay the \$18.00 for the first seven days sickness provided the employee becomes eligible for and receives benefits under the policy after the first seven days sickness.

The Company agrees to discuss at the Labour-Management Committee meeting beforehand, any new plan to be introduced regarding sick benefits for hourly paid employees, on the Group Life Insurance Plan.

All employees shall join the Group Insurance.

Blue Cross Benefits on the payroll deduction plan are available- on a strictly voluntary basis- total premium for employees account.

MEMORANDUM OF COLLECTIVE AGREEMENTARTICLE 11- MEETINGS AND POSTING OF NOTICES

The Union shall have the right to post on notice boards provided on the Company's property, notices of meetings or such other notices as may be approved by the Management.

ARTICLE 12- LABOUR-MANAGEMENT COMMITTEE

It is agreed that the Company will set up a Labour-Management Committee, composed of members elected by the employees and members appointed by the Company. The function of this Committee will be to advise the Company on matters not included in the agreement, including matters in connection with production problems, such as the more efficient use of manpower and equipment, the reduction of cost, the elimination of waste, Plant safety, and other matters assigned to in this Agreement.

ARTICLE 13- SAFETY AND HEALTH OF EMPLOYEES

The Company will continue to make reasonable provision for the safety and health of its employees during the hours of their employment.

Such devices as the Company requires to be worn and other equipment which, in the opinion of the Company is necessary to protect the employees from injuries shall be provided by the Company. Whenever the Company recommends to the employees for their better protection, the use of additional personal safety equipment, which it does not supply free of charge, it will make such equipment available to employees, at cost.

ARTICLE 14- WAGES

The classification and definitions, wage rates and other working conditions in force for the duration of this Agreement are described in the schedules annexed to this Agreement.

ARTICLE 15- DURATION OF AGREEMENT

This agreement is in force from January 1st, 1951 to December 31st, 1951 and shall remain in force thereafter from year to year unless either party gives notice by writing to the other party within a delay which shall not be more than sixty days or less than thirty days prior to the expiration of each period, of its intention to terminate the Agreement or seek amendments to same, and in the latter case the present Agreement shall remain in force until the amended Agreement is duly signed or the other period of one year has elapsed.

THIS CONVENTION was signed by the authorized parties, on

the.....8th.....day of February, 1951.

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S. Moffat
Vice-President and General Manager

UNITED MINE WORKERS OF AMERICA, DISTRICT 50,

Richard Tiemonama
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1. CLASSIFICATION AND DEFINITIONS

SCHEDULE -I-

MALE EMPLOYEES

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- (c) **Putty Operator:** One who makes putty on a given formula from the various raw materials, It is his duty to fill, weigh and store the finished product.

MAINTENANCE DEPARTMENT

- (a) **Maintenance Man:** One who is capable of doing general maintenance work around the plant, setting up new equipment and realigning old equipment. He is also required to repair and operate such shop tools as are necessary to the maintenance of the plant.
- (b) **Oiler:** One who keeps all machinery in the plant oiled and greased properly, and makes such minor repairs as are needed during his oiling schedule or reports such need to the Maintenance foreman, He also works in the maintenance crew when needed.

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- (a) **Towmotor Operator:** designates the man that carries out all duties required in the efficient operation of the Towmotor; also performs work of a general nature when Towmotor is not in operation.

OXIDE DEPARTMENT

- (a) **Barton Operator:** One who operates the entire Barton equipment in such a manner as to produce lead oxides of given specifications. He brings the pig lead to the melting kettle and charges same at a steady rate as required to produce the specified products. He is responsible for charging the products into the various storage hoppers, checking hopper space available for the different products. He is required to keep the pots, uptake and settling chambers

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FICATIONS.**

OXIDE DEPARTMENT (CONT'D)

- (a) **Barton Operator:** free of accumulation as the need arises, and make periodic tests of the material being processed.
- (b) **Mechanical Furnace** One who charges the furnaces either by hand or screw conveyer and operates the old-burning equipment efficiently to produce the products required. He discharges the furnaces and dumps the products from the trucks into the receiver of the conveyer, and is responsible to see to it that the various products are conveyed to the proper hoppers, and when necessary to draw the material from the mill feed hopper through the mill to the packing hopper.
- (c) **Packers:** One who draws the material from the mill feed hopper through the mill to the packing hopper while packing drums or bags for shipment. The drums and bags are filled, weighed, trimmed and headed by the packer.

WHITE LEAD DEPARTMENT

- (a) **White Lead** One who operates the entire white lead formation system.
He keeps the litharge storage hopper full and makes up acid and soda ash when required.
- (b) **Dryer Operator** One who operates the dryer and other equipment pertaining to the said machine, including pumping of the slurry to the dryer and grinding of the product from the dryer into the storage hopper.
- (c) **Pulper Operator** One who operates the lead in oil pulpers in such a manner as to produce, from white lead slurry, a satisfactory lead in oil for grinding and subsequent filling.
- (d) **Mill Men:** One who through proper adjustment of the mills produces a satisfactory grind. He is responsible for discharging the pulpers into the mills and pumping the ground material into the filling tanks. He assists the packer in heading the packages for shipment.
- (e) **Packer:** One who packs dry lead or lead in oil in bags, barrels or steel pails. He is responsible for proper weights and stacking of stock in proper storage areas.

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(NOTE): All employees are required to keep their areas and machines clean. Vacuum cleaners are available for this purpose. The above classification while covering regular duties, it is understood that all employees will perform any other duties of a general nature when required.

SCHEDULE OF WAGE RATES

SCHEDULE - II

<u>JOB DESIGNATION</u>	<u>JOB NUMBER</u>	<u>JOB EVALUATION POINTS</u>	<u>RATE PER HOUR</u>	
			<u>(basic Rate- 97¢ per hour) STARTING</u>	<u>AFTER THREE (3) MONTHS</u>
Labourer	1	135	.97	1.01
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Diler	7	174	1.05	1.09
Pulper	8	171	1.05	1.09
Dryer Operator	9	159	1.01	1.05
Oxide Packer	10	176	1.05	1.09
Maintenance Helper	11	162	1.01	1.05
Mechanical Furnace Operator	12	179	1.05	1.09
White Lead Operator	13	216	1.13	1.17
Barton Operator	14	221	1.13	1.17
Maintenance Man	15	285	1.25	1.29

JOB EVALUATION POINTS AND RATES

<u>Points</u>	<u>Rates</u>
124-145	.97-1.01
146-167	1.01-1.05
168-189	1.05-1.09
190-211	1.09-1.13
212-233	1.13-1.17
234-255	1.17-1.21
256-277	1.21-1.25
278-299	1.25-1.29
300-321	1.29-1.33

NOTE: The above rates are retroactive to January 1st, 1951.

WORKING CONDITIONS

SCHEDULE -III

"A" WORKING SCHEDULES

For the purpose of this agreement the term "normal week" shall mean an employee who is scheduled to work Monday through Friday only.

All operations will generally be on the normal work week with the exception of Watchman and Janitor service.

However, the Company reserves the right to institute a 7-day rotating swing shift in any or all of the operations.

The term 7-day rotating swing shift is defined as a schedule where 4 men operate on a 7-day a week schedule.

Watchman and Janitor service will operate on the 7-day rotating swing shift.

The above normal working hours do not constitute a guarantee by the Company that such hours of work will be provided or paid for.

"B" OVERTIME

Overtime will be paid for time worked in excess of 40 hours per week or 8 hours per day.

A normal week worker who has been laid-off during the normal work week, will be paid overtime if required to work on Saturday or Sunday.

Work on Saturday included in a 7-day rotating swing shall not constitute overtime. Sunday work will be paid at the overtime rate.

Where 3 men only are employed on a continuous operation, overtime after 40 hours in any one week will apply.

"C" OVERTIME RATE

The rate of overtime will be time and one half.

"D" HOLIDAY RATE

Double time, i.e. normal pay plus one day, shall be paid for all work performed on those holidays specified in Article "E".

"E" STATUTORY HOLIDAYS

The following generally observed Holidays are recognized:

New Year's Day
Good Friday
St. Jean Baptiste Day
Dominion Day
Labour Day
Thanksgiving Day
Christmas Day

Employees will be paid for seven (7) clear Holidays irrespective of the day on which they fall, and also receive compensation for any recognized Holidays that may occur during a Holiday or shut down period of less than two months, providing the employees concerned report for duty when advised.

NIGHT SHIFT

An off shift premium of five cents (5¢) per hour shall be paid for work performed between the hours of 3:00 P.M; and 7:00 A.M. If any overtime is payable, it shall be calculated on the basis of the normal rates for regular working hours and before adding the premium.

BATH PERIOD

All bath periods to be at the end of the regular working hours with 20 minutes' pay at the basic wage rate of the job performed that day being paid by the Company. This applies to both normal and shift workers.

Employees performing Watchman and Janitor services will receive no bath period compensation.

HOLIDAY POLICY

Employees shall be paid on the Holidays specified in Article "E" providing they work a full day the first working day following said Holiday, unless they are prevented from so doing by sickness, in which case they must present a physician's medical certificate. The remuneration shall be based on the normal working day of each employee excluding overtime.

An employee joining the Company during the period August 1st to May 1st will be entitled to Holiday remuneration on the basis of one half day per month for time worked, but not exceeding one (1) normal work week. Employees joining the Company on or after May 1st will not be entitled to any Holiday remuneration during the designated general Holiday period.

After three (3) years continuous service, employees shall be granted two (2) week's Holidays with pay.

The Company's present policy of giving three (3) week's Holidays with pay for employees with twenty-five (25) years continuous service will be continued.

The normal work week in the Department in which he is employed, will be the basis of pay for an employee's Holiday week or weeks.

Holidays are given in that time most convenient to the Company within the period of June 1st; to September 30th, but, employee shall be given at least fifteen (15) days' notice in advance.

Employees with greatest seniority in each department will be given first preference.

The Company may declare a general Holiday period in any year and after discussion of the subject with the Grievance Committee, designate such period as the time during which all employees shall take the vacation or part thereof to which they are entitled.

In the case of lay-offs of more than two months, employees with less than three year's service will receive half a day per working month for the year in question;

WORKING CONDITIONS

Page No.-3-

employees with more than three years service will receive one day per working month for the year in question. They will not be entitled to any statutory Holidays that may occur during such a lay-off.

In the case of employees leaving voluntarily or dismissed they will receive Holiday compensation on the basis to which they are entitled at the time of severance of their employment.

Employees laid-off will no longer be considered in the Company's employ after six (6) months, (in accordance with the revised Seniority Clause) and will be entitled to draw any Holiday compensation at the end of the six (6) month period.

GENERAL

1. Employees called in on an emergency call to work for a period of less than two hours, other than immediately before or immediately after their regular working hours, will be paid a minimum of two hours at overtime rates;
2. Employees required to work more than two hours overtime who were at work on the preceding working day and were not notified of said overtime work, shall be allowed half an hour off work with pay for lunch;
3. An employee, reporting for work at his regularly scheduled time and there being no work in his regular department, shall be entitled to a minimum pay of half a day at not less than his payroll rate, unless on the previous day notified orally or by notice on the bulletin board not report, provided that, if requested by the Company, he shall perform a minimum of half a day pay of such available work as the Company may assign; this clause shall not apply to employees absent from work the preceding working day.
4. Employees shall be in their respective working places ready to begin work at the designated starting time and shall not leave their places of work until the regular hours of work have been completed within the scope of this Agreement. Shift workers are required to stay on the job until proper relief is on hand. In the event of no relief, the man on duty is required to fill out the extra shift.

TOOLS AND EQUIPMENT

Any employee being entrusted with tools or equipment required in the carrying out his duties, or articles provided for their personal welfare, will be held responsible for their safe return, failing which the value of same will be deducted from his wages.

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COLLECTIVE AGREEMENT

- between -

THE CARTER WHITE LEAD COMPANY OF CANADA LIMITED

(hereinafter called the Company)

-AND-

THE NATIONAL UNION OF OPERATING ENGINEERS OF CANADA

(hereinafter called the Union)

1.- PURPOSE

It is the intention of this agreement to maintain a harmonious relationship between the Company and its Steam Plant employees to provide an amicable method of settling any differences which may arise between them and to set forth the conditions of employment to be observed between the Company and the Union.

2.- TERM "EMPLOYEES"

The term "employees" as mentioned in this Agreement refers to the Steam Plant Engineers, known as "Stationary Enginemen" Quebec Act.

3.- RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agent for all its Steam plant engineers as defined in clause 2, in collective bargaining with relations to wages, hours of work and other conditions of employment as set forth herein.

4.- UNION SECURITY

It is recognized by both parties that the Union has a heavy responsibility to its members and likewise, the members of the Union have a responsibility to the Union.

5.- GRIEVANCE COMMITTEE

The Union will elect or appoint "one Shop-Steward" and supply the Company with the name of same, whom said Company shall then recognize.

The Shop-Steward shall be the person to handle the grievances arising out of this agreement.

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6.- GRIEVANCE PROCEDURE

Should any dispute arise between the Company and the Union as to the meaning and application of the provisions of this Agreement or should any local trouble of any kind arise in the plant, there shall be no suspension of work on account of such dispute, but an earnest effort shall be made by both parties hereto to settle immediately and without delay such dispute or trouble in respect of which the following grievance machinery is set up:

- FIRST: The employee concerned may, either alone or accompanied by the Shop-Steward, take the matter directly to ^{the} head of the department.
- SECOND: If a settlement is not reached within a reasonable time, (48) forty-eight hours, the Steward may take the matter to the Superintendent.
- THIRD: If a settlement is not reached with the Superintendent within a reasonable time (36) thirty-six hours the matter may be discussed by the Shop-Steward accompanied by a representative of the National Union of Operating Engineers of Canada and the Management of the Company.

All settlement of grievances between the Company and the Union shall be final and binding upon the Company, the Union the employee or employees concerned. In the event of failure to reach a settlement the matter shall be referred to Arbitration pursuant to the Labour Laws governing the matter.

Specific times and meetings shall be agreed upon by the Union Committee and the Management of the Company for the consideration of any disputes or other matters to be dealt with under the provisions of this section, provided however, that matters pertaining to the discharge of employees or other matters which cannot reasonably be delayed until the time of such regular meetings may be considered at an earlier date. Matters to be dealt with under the provisions of this section, shall normally be discussed during working hours provided, however, that lengthy negotiations for a settlement of any dispute may be discussed outside of working hours.

During the term of this Agreement, the Company agrees that there shall be no lockout and the Union agrees that there shall be no slowdown, strike or other stoppage of work until all provisions of this Agreement have been exhausted.

Any employe who engages in a strike, slowdown or stoppage of work before fully complying with the provisions of this section or other recourses provided by law, shall be subject to disciplinary measures.

7.- Management

The Management of the plant and the direction of the employees, including the right to hire, suspend or discharge for proper causes and the right to relieve employees from duty because of lack of work or for other legitimate reasons is vested exclusively in the Company in accordance with the terms of this Agreement.

Any employee who feels that he has been unjustly dismissed, laid off or suspended must inform the Company and the Union, within 48 hours that he questions said dismissal, suspension or lay-off, and the matter shall from then on be dealt with as a grievance.

8.- WORKING CONDITIONS

For the purpose of this Agreement, the plant in question shall be recognized as a "Fourth" class plant in accordance with the Quebec Enginemen's Act.

A) The regular work day shall be of eight (8) hours duration.

The regular work week shall be of forty (40) hours duration.

B) OVERTIME:

Overtime will be paid for time worked in excess of 40 hours per week or eight (8) hours per day.

A normal week worker who has been laid off during the normal work week, will be paid overtime if required to work on Saturday or Sunday.

Work on Saturday included in a 7-day rotating swing shift shall not constitute overtime. Sunday work will be paid at the overtime rate.

Where 3 men only are employed on a continuous operation, overtime after forty (40) hours in any one week will apply.

C) OVERTIME RATE:

The rate of overtime will be time and one half.

D) HOLIDAY RATE:

Double time, i, e., normal pay plus one day, shall be paid for all

work performed on those holidays specified in Article "E".

E) STATUTORY HOLIDAYS:

The following generally observed Holidays are recognized:

New Year's Day
Good Friday
St. Jean Baptiste Day
Dominion Day
Labour Day
Thanksgiving Day
Christmas Day

F) A lunch period occurring in the middle of each shift, shall be allowed each employee and shall be recognized as time worked, but the employee must remain on duty during such lunch period

G) Rates of Pay shall be as follows:

To apply from April 6, 1950, Fourth Class Engineers starting rate will be 97¢ per hour: after three (3) months- \$1.01 per hour.

H) An off-shift premium of five cents (5¢) per hour will be paid for work performed between the hours of 3:00 p.m. and 7:00 a.m.

I) Each operator will bring in the amount of coke required on his own shift and take out any ashes that may accumulate on their shift. In addition they will also be required to maintain the engine-room in a Clean and Tidy Condition.

J) GENERAL:

1. Employees called in on an emergency call to work for a period of less than two hours, other than immediately before or immediately after their regular working hours, will be paid a minimum of two hours at overtime rates;
2. Employees required to work more than two hours overtime who were at work on the preceding working day and were not notified of said overtime work, shall be allowed half an hour off work with pay for lunch;
3. An employee, reporting for work at his regularly scheduled time and there being no work in his regular Department, shall be entitled to a minimum pay of half a day at not less than his payroll rate, unless on the previous day notified orally or by notice on the bulletin board not to report, provided that, if requested by the Company, he shall perform a minimum of half a day pay of such available work as the Company may assign; this clause shall not apply to employees absent from work the preceding working day.
4. Employees shall be in their respective working places ready to begin work at the designated starting time and shall not leave their places of work until the regular hours of work have been completed within the scope of this Agreement. Shift workers are required to stay on the job until proper relief is on hand. In the event of no relief, the man on duty is required to fill

out the extra shift.

Y) TOOLS AND EQUIPMENT:

Any employee being entrusted with tools or equipment required in the carrying out of his duties, or articles provided for their personal welfare, will be held responsible for their safe return, failing which the value of same will be deducted from his wages.

9.- HOLIDAY POLICY:

Employees shall be paid on the Holidays specified in Article "E", providing they work a full day the first working day following said Holiday, unless they are prevented from so doing by sickness, (in which case they must present a physician's medical certificate), and also providing these Holidays fall on a day that the plant should be in operation. The remuneration shall be based on the normal working day of each employee excluding overtime.

An employee joining the Company prior to October 1st., and with continuous employment, will be entitled to one week's Holiday with pay during the regular Holiday period.

After three (3) years continuous service, employees shall be granted two (2) week's Holidays with pay.

The Company's present policy of giving three (3) week's Holidays with pay for employees with twenty-five (25) years continuous service, will be continued.

The normal work week in the Department in which he is employed, will be the basis for pay for an employee's Holiday week or weeks.

Holidays are given in that time most convenient to the Company, within the period of June 1st., to September 30th., but, employees shall be given at least fifteen (15) day's notice in advance.

Employees with greatest seniority in each Department will be given first preference.

The Company may declare a general Holiday period in any year and after discussions of the subject with the Grievance Committee, designate such period as the time during which all employees shall take the vacations or part thereof to which they are entitled.

In the case of lay-offs of more than two months, employees with less than three year's service will receive half a day per working month for the

year in question; employees with more than three years service will receive one day per month for the year in question. They will not be entitled to any statutory holidays that may occur during such a lay-off.

10. SENIORITY:

a) Insofar as may be practicable, in the reduction, restoration and advancement, plant and departmental seniority shall govern, provided the employees are capable of doing the work.

b) An employee shall cease to have a seniority rights and his employee's status with the Company will be terminated for all purposes if:

1. He leaves voluntarily
2. He is discharged.

11. SAFETY AND HEALTH:

The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. Such devices as the Company requires to be worn and other equipment which in the opinion of the Company is necessary, for the safety and protection of the employees, shall be provided by the Company.

12. BENEFITS:

All benefits presently enjoyed by the employees in general as well as all future benefits to employees in general, shall continue to apply to all employees covered by this Agreement.

13. DURATION OF AGREEMENT:

This Agreement is effective April 6, 1950, and terminates December 31, 1950, unless either party gives notice by writing to the other party within a delay which shall not be more than sixty (60) days nor less than thirty (30) days prior to the expiration of each period, of its intention to terminate the Agreement or seek amendments to same, and in the latter case the present Agreement shall remain in force until the next Agreement is duly signed.

14. NOTICE:

Any notice required to be sent to the Company shall be effectively given when mailed to:

The Carter White Lead Company of Canada, Limited,
1295 Delorimier Avenue,
Montreal, Que.

and as such notices required to be given to the Union, shall be effectively given when mailed to:

The National Union of Operating Engineers of Canada,
Room 10, Monument National,
1182 St. Lawrence Boulevard,
Montreal, Que.

IN WITNESS WHEREOF the parties have signed this Agreement at the City of Montreal under effective date of

.....

this.....5th.....day of June, One Thousand, Nine Hundred and Fifty.

THE CARTER WHITE LEAD COMPANY OF CAN., LTD.,

(sgd.)

B. Moffat
Vice-President & Managing Director.

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA

(sgd.)

P. Dessureault
Business Agent

G. Poirier
Steward

Montreal September 16th 1949.

At a meeting between Company and Union representatives held in Mr. Meffat's Office, at 11.00 A.M. on Tuesday, September 13th, 1949, it was agreed that the Collective Labour Agreement signed on the 7th day of September 1948, be extended to December 31st, 1949. The only exception being that the basic rate is increased from 86 cents to 89 cents per hour.

The three cent (.03) per hour special allowance, which went into effect on January 27th 1949, will be continued as such until December 31st, 1949, or such time as a new Collective Labour Agreement comes into effect.

The above procedure was agreed to, in view of extensive alterations in our process of manufacture at present being carried out and the advisability of deferring any lengthy discussion on a new agreement until such time as both the Company and the Union are in a position to revise job classifications etc.,

While the Company is as yet unable to state definitely when the present alterations will be completed, it is anticipated that all equipment will be installed and in operation not later than December 31st, 1949.

Signed:

THE CARTER WHITE LEAD COMPANY OF CAN.
LIMITED

J.S.Meffat

Vice-President and General Manager

United Mine Workers of America
(Local #13161)

Robert Girouard
President

Gus.Caron
Secretary

G.H.Boisvert
Representative

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