

S-508

CAN. CAR & FOUNDRY -

Longue-Pointe.

1947-48



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 17 décembre 1947.

MEMO destiné à La Commission de Relations ouvrières,
286, rue St-Joseph,
Québec.

Sujet: Convention collective entre Canadian Car & Foundry
Company Limited, Longue Pointe Plant, & Montreal Steel &
Foundry Workers' Union.

Monseur,

Conformément aux prescriptions du deuxième paragraphe de l'article 19-A de la Loi des Relations ouvrières (S.R.Q. chapitre 162-A et amendements), je vous inclus, pour dépôt, deux copies certifiées de cette convention datée du 11 août 1947 et déposée au ministère du Travail le 17 novembre 1947 sous le numéro 608 en exécution de la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements).

Sincèrement à vous,

Le sous-ministre



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 22 novembre 1947.

MEMO destiné à La Commission de Relations ouvrières,
286, rue St-Joseph,
Québec.

Sujet: Convention collective entre Canadian Car & Foundry
Company Limited, Longue Pointe Plant, and Montreal Steel & Foundry Workers' Union

Je vous inclus une copie du certificat constatant le dépôt
de cette convention collective enregistrée au ministère du Travail
en exécution de la Loi des Syndicats professionnels (S.R.Q., 1941,
chapitre 162 et amendements), le 17 novembre 1947 sous le numéro
608.

Sincèrement à vous,

MC. incl.

Le sous-ministre



47-48
S. 608

MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 17 décembre 1947.

MEMO destiné à Commission du Salaire Minimum,
286, rue St-Joseph,
Québec.

Sujet: Conv. coll. entre Canadian Car &
Foundry Company Limited, Longue Pointe Plant, and Montreal
Steel & Foundry Workers' Union.

Monsieur,

Je vous inclus une copie de cette convention conclue
sous la Loi des Syndicats Professionnels, (S.R.Q., 1941, chapitre 162
et amendements), datée du 11 août 1947 et déposée au ministère du
Travail sous le numéro 608.

Sincèrement à vous,

Le Sous-ministre

H-15

47-418
S.608

HARRY MOCKERIDGE, PRESIDENT
GEORGE GAUTHIER, VICE-PRESIDENT
GASTON BEAUCHAMP, SECRETARY
LOUIS TROZZI, TREASURER



MONTREAL STEEL AND FOUNDRY WORKER'S UNION

MONTREAL

Montreal, 15 Novembre, 1947.

Mr. A. Barrette, Ministre,
Ministere du Travail,
Hotel du Gouvernement,
Quebec. DEC 19 1947

Monsieur le Ministre,

La presente est pour vous avisez
du changement d'adresse de Montreal Steel and Foundry Worker's
Union, dont l'adresse postale est maintenant: 5227 Notre Dame
Est, Montreal, Quebec.

J'accuse reception du certificat
numero 608, reconnaissant la convention collective intervenue
entre Canadian Car & Foundry Company Ltd., Longue Pointe Plant.

Veillez agreer l'expression de mes
meilleurs sentiments.

Montreal Steel and Foundry Worker's
Union
Secretaire

A handwritten signature in cursive script, reading "G. Beauchamp".

GG/GB

47-48



S.608

COMMISSION DE RELATIONS OUVRIERES DE LA PROVINCE DE QUEBEC.

LABOUR RELATIONS BOARD OF THE PROVINCE OF QUEBEC

JUGE EUDORE BOIVIN,
PRESIDENT.

PIERRE-A. GOSSELIN,
MEMBRE.

BRUNAY BRAIS,
MEMBRE.

286, RUE ST-JOSEPH,
QUEBEC.

4 EST, RUE NOTRE-DAME
MONTREAL.

A

Québec le 19 décembre, 1947.

Monsieur Gérard Tremblay,
Sous-ministre du Travail,
Hôtel du Gouvernement,
Québec, P.Q.

RE:- Canadian Car & Foundry Company Limited, Longue Pointe Plant
&
Montreal Steel & Foundry Workers' Union.

Monsieur le sous-ministre,

J'accuse réception de votre lettre
du 17 décembre, 1947, accompagnée pour dépôt
de deux copies certifiées d'une convention de travail,
en date du 11 août, 1947, intervenue entre
les parties ci-dessus mentionnées et déposée au minis-
tère du Travail, le 17 novembre, 1947
sous le numéro 608.

Bien à vous,

LO.

P. E. Bernier
par R.R.

Le secrétaire,

P. E. Bernier, L.L.B.



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 22 novembre 1947.

Monsieur G. Beauchamp, secrétaire,
Montreal Steel & Foundry Workers' Union,
1231 est, rue Demontigny,
Montreal.

Monsieur,

Je vous inclus un certificat constatant le dépôt fait au ministère du Travail, le 17 novembre 1947 sous le numéro 608, de la convention collective conclue sous la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements) et intervenue entre Canadian Car & Foundry Company Ltd., Longue Pointe Plant, et Montreal Steel & Foundry Workers' Union.

La partie ouvrière ayant été reconnue le 9 septembre 1946 comme agent négociateur par la Commission de Relations ouvrières de Québec, le dépôt de cette convention au ministère du Travail a aussi les effets du dépôt exigé par la Loi des Relations ouvrières (S.R.Q., 1941, chapitre 162-A et amendements).

Veuillez agréer l'expression de mes meilleurs sentiments.

Le Sous-ministre

MC. incl.



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, November 22nd, 1947.

Mr. Geo. Walsh, Director of Personnel,
Canadian Car & Foundry Co. Ltd.,
621 West, Craig St.,
Montreal.

Dear Sir:-

Enclosed please find a certificate of the deposit made with the Department of Labour on Nov. 17th, 1947 under Number 608 of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between Canadian Car & Foundry Company Ltd., Longue Pointe Plant, and Montreal Steel & Foundry Workers' Union.

The labour association party to the above mentioned agreement having been certified on September 9th, 1946 as bargaining agent by the Quebec Labour Relations Board, the deposit of such agreement with the Department of Labour has also the effect of the deposit contemplated in the Labour Relations Act (R.S.Q., 1941, Chapter 162-A and amendments).

Sincerely yours,

MC. encl.

Deputy Minister.



Loi des Syndicats Professionnels
(S.R.Q., 1941, chapitre 162 et amendements)

Professional Syndicates' Act
(R.S.Q., 1941, Chapter 162 and amendments)

CERTIFICAT DE DÉPÔT D'UNE CONVENTION COLLECTIVE
CERTIFICATE OF DEPOSIT OF A COLLECTIVE AGREEMENT

Numéro **608**
Number

Les présentes établissent que le **dix-septième**
It is hereby certified that on the

jour du mois de **novembre**
day of the month of

mil neuf cent quarante-**sept**
nineteen hundred and forty-

le ministère du Travail a reçu de **Mr. Geo. Walsh, Director of Personnel, Canadian Car &**
the Department of Labour has received from
Foundry Co. Ltd., 621 West, Craig St., Montreal,

la convention mentionnée ci-après, laquelle a été déposée sous le numéro **608**
the hereinafter mentioned agreement, which has been deposited under Number

savoir:
to wit:

Une convention collective en date du **11 août, 1947**
A collective agreement under date of

intervenue entre: **Canadian Car & Foundry Company Limited, Longue Pointe Plant, and**
between: **Montreal Steel & Foundry Workers' Union. Cette convention est en**
force depuis le 11 août 1947 et le sera jusqu'au 11 août 1948.
Renouvellement automatique.

Donné en l'Hôtel du Gouvernement, en la cité de Québec,
Given in the Government House, in the City of Quebec,

Sceau - Seal

ce **vingt-deuxième** jour du mois de
this *day of the month of*
novembre mil neuf cent quarante-**sept**
nineteen hundred and forty-

MC.

.....
Sous-ministre

.....
Deputy Minister

Québec, November 19, 1947.

Mr. Geo. Walsh, Director of Personnel,
Canadian Car & Foundry Co. Ltd.,
621 West Craig St.,
Montreal.

re: Canadian Car & Foundry Co. Ltd., Longue Pointe Plant
&
Montreal Steel & Foundry Workers' Union

Dear Sir:-

Section 23 of the Professional Syndicates Act, by virtue of which the above mentioned Association seems to be incorporated, stipulates that any Collective Labour Agreement must be deposited by one of the signatory parties, with the Minister of Labour.

Then Section 19-A of the Labour Relations Act mentions that such deposit shall dispense the parties from the transmission contemplated in Section 19 of that Law.

Therefore, we have sent to the Minister of Labour the Collective Labour Agreements which you have sent us, concerning the above noted matter.

VISA DE	Date	Par
Estampille	✓	M.C.
Signatures	✓	
Incorporation	9-7-42	
Reconnaissance	29-9-46	
Numerotage	608	
Formule		

Yours very truly,

Joint Secretary.

Léo Massicotte, LL.L
/EB

AGREEMENT BETWEEN

CANADIAN CAR & FOUNDRY COMPANY LIMITED

LONGUE POINTE PLANT

AND

MONTREAL STEEL AND FOUNDRY WORKERS' UNION

PARTIES TO THIS AGREEMENT: Parties to this Agreement shall be Canadian Car & Foundry Company Limited, Steel Foundry Division, Longue Pointe Plant, hereinafter referred to as the Company and the Montreal Steel and Foundry Workers' Union, hereinafter referred to as the Union, duly certified by the Quebec Labour Relations Board.

OBJECT OF AGREEMENT: The general purpose of this Agreement is in the mutual interest of the employer and employee, to provide for the operation of the plant hereinafter mentioned, under methods which will further to the fullest possible extent the safety, welfare and health of the employees, economy of operation, quality and quantity of output, cleanliness of plant, and protection of property. It is recognized by this Agreement to be the duty of the Company and the employees to cooperate fully, individually and collectively for the advancement of said conditions.

1. **DEFINITION:** In the present decree, the word employee designates any hourly rated worker belonging to groups, categories or classes of workers employed by the Canadian Car & Foundry Company Limited, Steel Foundry Division, Longue Pointe Plant.
2. **TERRITORIAL JURISDICTION:** The present decree shall apply exclusively to the Steel Foundry Division, Longue Pointe Plant of the Canadian Car & Foundry Company, Limited, Montreal.
3. **HOURS OF WORK:** Forty-five (45) hours shall be considered the maximum regular number of working hours per week consisting of not more than nine (9) hours per day or shift, Monday to Friday inclusive, except as herein stated. The regular work week for Maintenance employees shall be forty-nine (49) hours per week consisting of nine (9) hours per day or shift, Monday to Friday inclusive, and four (4) hours on Saturday. The regular work week for Power House, Fire and Safety Patrol Men, Police and Guards shall be fifty-six (56) hours per week. The hours of work for the day shift shall be between 7:00 A.M. and 7:00 P.M. It is understood, however, that the Company has the right to establish three-eight hour shifts in any Department to implement its business, if it so desires. Should three-eight hour shifts be established, employees shall be paid for their lunch period and be paid overtime after eight (8) hours in each shift.

Any worker or workers called in for Maintenance work on a Saturday must be employed on work that is agreed to by the union as being entirely of a maintenance nature, with a payment of overtime after four (4) hours. Said worker or workers to be notified before-hand of the rate which will apply for this class of work. All cranesmen brought in for Saturday work on maintenance or repairs will be classed as Maintenance workers with a payment of overtime after four (4) hours, provided the cranesmen accepts the job with the knowledge that same is to be maintenance work.

4. **OVERTIME:** Overtime rates shall be paid on the basis of one and one half times the regular hourly rates after 8 or 9 hours have been worked in one shift as indicated in clause 3 and double the regular hourly rate after 12 hours have been worked in one continuous shift, except power house employees, fire and safety patrolmen, police and guards. Power house employees and fire and safety patrolmen will be paid overtime after fifty-six hours have been worked in one week, also Police and Guards after fifty-six hours in one week.
- b) Work done on New Year's Day, Good Friday, Victoria Day, Thanksgiving Day, St. John the Baptist Day, Dominion Day, Labor Day, Christmas Day and Sundays shall be paid for at double the regular hourly rate with the exception of power house employees, fire and safety patrolmen and police and guards. The hours for payment of double time shall be calculated as from 7 A.M. (holidays or Sundays) to 7 A.M. the following day. Any day declared by statute or decree to be observed as one of the above holidays, in the event of any of them falling on Sunday shall be paid for at the rate of double time if worked, with the exception of power house employees and fire and safety patrolmen, Police and Guards.
 - c) If any police, guards, fire and safety patrolmen and power house employees, whose work calls for a six day week with a day off, are requested to work on a statutory holiday during their six day work week will be paid time and a half for the holiday worked, excluding Sundays.

- d) **Premium Time (Piece Workers)** Employees working on piece work on Sundays and legal holidays will be paid premium time for these days at the rate of their Piece Work Earnings, plus their hourly rate (Double employee's classified rate guaranteed). (Piece Work will normally be excluded from overtime except as agreed to). Any piece worker who fails to make his day rate will be paid straight time only for all hours worked.
- e) Late starting up to three minutes shall not be taken into account when calculating pay or overtime. Employees more than three minutes late shall lose fifteen minutes, employees more than eighteen minutes late shall lose one half hour, and so on for each fifteen minute period. No employee reporting late for work will be required to start work until the end of the penalty period. A full eight or nine hours must be worked before overtime premium becomes effective. Any employee failing to either punch in or out will be penalized one half hour for each punch missing.
- f) Swing shift workers or any workers on the continuous shift punching late, i.e., after the shift hour will not be permitted to commence work before the fifteen minute period and will lose fifteen (15) minutes. Any workers on the previous shift staying on to replace the late worker will be paid for same.
- g) Special premium rates as indicated in the agreement shall be excluded in all cases when calculating overtime.
- h) For the purpose of allowing all workers who are not paid for their lunch period, time to put their tools away and otherwise make ready to leave their work place, the company undertakes to signal by whistle ten minutes before the end of each shift. All workers with no equipment to put away must work up to three (3) minutes before the end of the shift.

All workers on the continuous shift, i.e., paid for the lunch period will not be permitted to punch out before the end of the shift. Any employee leaving prior to the completion of a shift, with permission of his foreman is not covered by the quitting time and is not to be granted the three minutes.

5. VACATIONS & HOLIDAYS

(a) Vacations will be granted in accordance with the standard company policies, copy of such policy to be posted in shop. Two per cent 2% for one week and four per cent (4%) for two weeks.

(b) Payment of Statutory Holidays - Payment will be made for Statutory Holidays not worked as negotiated in accordance with written policy attached - Appendix "A".

6. CLASSIFICATION OF EMPLOYEES: The rating of employees in accordance with the following classifications shall be done by the Company and in conjunction with the Works' Council in case of dispute.
 - b) Any Production Worker Class "A" or Class "B" transferred at his own request to a different type of work may be reclassified at the discretion of the Company.
 - c) At the option of the Company the nature of employment shall be either by the hour or by the piece. No employee shall suffer a reduction in his rate by reason of effecting this decree. Any piece work price after being set by Cost Control Department is not to be changed except by mutual consent. In the event of additional mechanical equipment being installed, or changes in pattern equipment, piece work rates will be adjusted by time study.
7. MINIMUM WAGES: The minimum rates of wages shall be the following for each one of the classifications hereinafter specified, with the lowest basic rate being not less than seventy cents (70¢) per hour in all classifications except in the case of apprentices for which classification the minimum rate shall be fifty-five (55¢) per hour.
 - b) Employees on piece work shall receive not less than the rate at which they are classified for the number of hours worked.
 - c) All employees working on night shift 7 P.M. to 7 A.M. will be paid five cents (5¢) per hour premium for each hour worked.
 - d) Charge hands:- not less than five cents (5¢) per hour more than the rate for the classification which they hold.

- e) APPRENTICES: Apprentices will be first hired for a probationary period of six months at 55¢ per hour, after which they will be approached to sign a contract to establish regular apprenticeship at sixty (60¢) cents per hour. Every indentured apprentice will receive a five cents (5¢) increase in rate at the end of every six months period until he qualified for journeyman status.

Apprentices shall be required to serve five (5) years apprenticeship in order to qualify for journeyman status. Helpers who have at least (2) years experience in a trade may be credited with two (2) years on their apprenticeship period.

Credit may be allowed for technical school training for previous apprenticeship training if sufficient proof is furnished.

The proportion of apprentices to journeyman shall be, for one journeyman, one apprentice; for every ten additional journeymen, one apprentice.

QUALIFICATIONS NECESSARY FOR CLASSIFIED AND GRADED OCCUPATION

Class "A":- An employee who is thoroughly experienced in the work of his specific classification and can perform any operation pertaining to his classification with a high degree of accuracy, productivity and skill without direction from others and can work directly from drawings and/or specifications if his occupation calls for same.

Class "B":- An employee who is experienced in the work of his classification and can undertake any type of moderately difficult work with a high degree of accuracy and skill, but has not the productivity to warrant a Class "A" degree.

Class "C": An employee with a limited amount of knowledge and experience in his work and requires direction and supervision and has not the accuracy, productivity, skill initiative to warrant being classified upward.

GRADED OCCUPATION: Grading will be done in accordance with the length of service, ability, punctuality, and department requirements:

Grade 1 - An employee who has had at least three years' experience in the occupation and can perform his duties with accuracy, efficiency, reliability and a minimum of direction.

Grade 2 - An employee who has had at least one year experience in the occupation and whose production ability is such as to warrant the grade.

Grade 3 - An employee who has had less than one year experience.

SKILLED HELPER: An employee who has gained a certain amount of experience, but requires close direction and supervision and has not acquired sufficient knowledge and skill to warrant being classified in a regular trade occupation.

SEMI-SKILLED HELPER: An employee who is assigned to a defined classification in connection with the actual production of the product, under direct supervision and who has insufficient ability to warrant being classified in a regular trade occupation.

LEARNER: An employee who has no experience but has sufficient knowledge and ability to work in a semi-skilled occupation in his department under direct supervision. Any such employee showing exceptional ability may be recommended for an increase if the foreman furnishes sufficient evidence that same is warranted.

UNSKILLED HELPER: (General) Comprises work in any department not otherwise specifically classified and defined and accepted as general or common labour, such as moving or handling materials, loading or unloading cars, or any other miscellaneous work as directed.

It is agreed that a job evaluation and production bonus plan will be instituted as soon as possible.

CLASSIFICATIONS	Minimum Rates per hour Classifications			Minimum Rates per hour Graded			Minimum Rates per hour non-graded
	A	B	C	1	2	3	
ITEM 3							
MISCELLANEOUS DEPARTMENT							
Checkers - All Departments				.90	.85	.80	
Checkers - Learners-All Departments				.75	.70		
Chemical Lab. Sr.	1.03	.98	.95				
" " Int.	.90	.85	.80				
" " Jr.	.75	.70	.65				
Clarks Sr. All Departments				.98	.95	.90	
" Int.				.85	.80	.75	
" Jr.				.70	.65	.60	
Inspectors - All Departments				.98	.95	.90	
Inspectors (Assistant) All Departm.				.85	.80	.75	
" Learners " "				.70	.65		
Metal Pattern - Machinists	1.03	.98	.95				
Power House Enginemen 2nd class							.95
" " " 3rd class							.85
" " " 4th class							.80
Trimmers							.75
Lift Truck Drivers-All Departments				.80	.75		
Shipping Department				.80	.75		
Skilled Helper				.90	.85		
Helpers - All Departments				.80	.75		
Unskilled Helpers							.70

ITEM 4

CLEANING DEPARTMENT

Boring Mill Operators				.95	.90		
Chippers				.90	.85	.80	
Chainmen				.85	.80	.75	
Cutters				.98	.95		
Furnacemen (Annealers)				.95	.90	.85	
Gas House Operators							.85
Grinders				.90	.85	.80	
Pressmen				.95	.90	.85	
Rapper Machine Operators				.90	.85	.80	
Sandblast				.98	.95	.90	
Sandblast Assistant				.85	.75		
Toolmen (Pneumatic)	1.03	.98	.95				
Toolmen							.85
Welders	.98	.95	.90				
Minor Annealing Furnace				Basic rate plus Operator 10¢ per hour premium four employees only.			
Mechanical Wheelabrator (New Equipment)				.85	.80		
Rot-Blast & Table Blast Operators				.85	.80		

ITEM 5

ELECTRICAL DEPARTMENT

Crane Operators							.85
Electricians	1.03	.98	.95				

Crane Operators shall be paid at the following rates per hour, according to the crane which they are operating.

CRANE OPERATOR	CRANE NO.	
Machine Shop	15	.85
" "	16	.85
Aisle A	3	.90
"	5A	.95
"	9	.90
Track Work Shop	7	.90
Aisle B	6	.95
"	5	.95
"	30	.95
"	19	.95
"	13	.85
Aisle C	8	.90
"	27	.95
"	8A	.90
Aisle D	23	.90

CLASSIFICATIONS	Minimum Rates per hour Classifications			Minimum Rates per hour graded			Minimum Rates per hour non-graded
	A	B	C	1	2	3	

Stopperman							.85
Shearman				.75	.70		
Ferro Manganese furn. oper.							.85
Ferro Manganese furn. Asst. Oper.							.75

Hot Maintenance repairs on O.H. Furnace shall receive 10¢ per hour premium unless such work is done on piece work basis.

ITEM 8

MACHINE SHOP & MAINTENANCE DEPT.

Beltman & Oilers				.85	.80	.75	
Blacksmiths	1.05	.98	.95				
Burners				.85	.80		
Carpenters	.95	.90					
Janitors				.85	.80	.75	
Cleaners							.70
Mechanists	1.05	.98	.95				
Millwrights	1.05	.98	.95				
Oven Fireman				.80	.75		
Oil, pump				.80	.75		
Painters	.90	.85	.80				
Steamfitters	1.05	.98	.95				
Tinsmiths	1.05	.98	.95				
Welders	.98	.95	.90				
Hammersmiths	1.08	1.03					
Leader Hammersmiths							1.18
Fire & Safety Patrolmen				.85	.80		
Crane Repairmen				.98	.95	.90	.85

ITEM 9

YARD DEPARTMENT

Brakemen				.90	.85	.80	
Crane Operators (locomotive)							1.05
Enginemen Locomotive							.98
Firemen							.80
Yard & Trackmen							.75 .70

Scrap Breaker Operators and Rail Breaker Operators (one per unit per shift) to be paid 80¢ per hour while operating such units.

Any yard employee called upon to burn scrap in the yard will be paid 90¢ per hour while engaged on such work.

A premium of five cents (5¢) per hour to be paid Yard and Trackmen in Yard Department when loading or unloading cars of: Burnt Lime, Magnesite, Dolomite, Silica Flour, Fireclay, Ladleclay and all Dry Mould and Core Binders in Bulk. Also for unloading carbide refuse from pit at Gas House.

Employees called upon to repair or clean Oil Tanks will receive a premium of half their regular rate while engaged on such work.

It is also understood that workers on piece work will receive 5¢ per hour for each hour worked over and above their piece work rate.

ITEM 10

CAFETERIA DEPARTMENT

Counter Girls				.60	.55		
Sandwich Girls				.60	.55		
Cleaners				.70	.65		
Cashiers				.70	.65		

ITEM 11

POLICE

Sergeant							.85
Corporal							.81
Constables							.78
Constables (Probationary 3 months)							.76

In the event the company deems it necessary for checkers, grinders, cutters and welders to work off the company premises the following premium will apply to the workers basic rate.

Outside of a one mile radius of the plant .05¢ premium for every hour worked. In the vicinity of Ville St. Pierre and Lachine a .10¢ premium for every hour of work. Premiums are not subject to overtime.

ITEM 12

Incentive premiums, for 1st, 2nd and 3rd Open Hearth Furnace Helpers on two furnace operations.

	<u>Up to & inc. a 9 man crew</u>	<u>Over a 9 man crew</u>	<u>Over a 12 man crew</u>
4 heats	1/2 hr per man working	no premium	no premium
5 heats	1 hr per man working	(over 9 men & up to 11 men) 1/2 hr per man working	no premium
6 heats	1-1/2 hrs per man working	(over 9 men and up to 12 men inc.) 1 hr per man working	no premium
7 heats	2 hrs per man working	(over 9 men and up to 12 men inc.) 1-1/2 hrs per man working	no premium
8 heats	-	(over 9 men and up to 12 men inc.) 2 hrs per man working	no premium

ITEM 13

Incentive premiums for ladlemen, pitmen, pitmen helpers and stopper men on two furnace operations and present electric furnace.

	<u>Up to & inc. 7 man crew</u>	<u>9 man crew</u>
4 O.H. Heats	1-1/2 hrs per man working	1/2 hr per man working
5 O.H. Heats	2 hrs. per man working	1 hr per man working
6 O.H. Heats	-	1-1/2 hr per man working
7 O.H. Heats	-	2 hrs per man working
8 O.H. Heats	-	-
	<u>10 man crew</u>	<u>11 man crew</u>
4 O.H. Heats	-	-
5 O.H. Heats	1/2 hr per man working	-
6 O.H. Heats	1 hr per man working	1/2 hr per man working
7 O.H. Heats	1-1/2 hr per man working	1 hr per man working
8 O.H. Heats	2 hrs per man working	1-1/2 hrs per man working

ITEM 14

Incentive on Osborne unit on eighthour shift basis. Operational rates to be established as follows:-

Class "A" .85¢
Includes - Machine Operators
Finishers
Core Setters
Green Toppers
Closers
Core Jiggers, Repair Men
Core Pastors (Couplers)

Class "B" .80¢
Includes - All helpers
Core Carriers

Total piece work prices for whole gang to remain unchanged except by mutual consent of union and management. This piece work price to be divided according to the above established rates and the number of men of each class involved. Bonus of 50% of piece work price to be paid on all moulds produced over 185 to be divided equally to each man working on the unit.

Following services to receive one full share of bonus equivalent to that paid to each worker on unit: Operator no. 23 crane
" " no. 26 "
2 chairmen

Supervisor on Osborne Unit to be paid one and one half shares of bonus paid to each worker on unit. The following is promotion sequence for men working on unit. Helpers on machine, helpers on Line & Green Topping, Machine Operators, Finisher, Closer.

ITEM 15

Incentive on sand mill, re-conditioner and reclaimers south end. Premium to be paid for the six man operational crew only and to be paid one full share of bonuses equivalent to that paid to crane men and chairmen on the Osborne unit on all moulds produced over 185 premiums payable only when the Osborne unit is in operation. Operational rates to be established as follows:-

3 operators 85¢
1 sand mill operator
1 operator on shake out and all other machinery
1 operator making reclaimed sand etc.

3 operators 75¢
1 helper on sand feeder belt
1 helper on scrap table
1 helper on sand lumps

Premium to be paid for a six man crew only and to be one full share of bonus equivalent to that paid to cranesmen and chairmen on the Osborne Unit on all moulds produced over 105. Premium payable only when Osborne unit in operation.

8. CHANGE IN WORKING HOURS: The Company shall take all reasonable step to give employees advance notice of any change or cancellation of their regular working hours. Any employee not so notified, who have reported for their work at regular starting time and shall not be required to work on the shift for which they have reported and for whom no work can be found for the full period of their regular working hours (at their regular rate) shall be paid two hours time at regular hourly rate to compensate them for transportation and loss of time; except that, where such change in working hours is due to cause beyond the Company's control, the employees shall not be entitled to receive payment. In case of any dispute same can be taken up by Shop Committee to the Works' Council.
9. MINIMUM RATES OF PAY: The Company, at its discretion, may pay any employee at a rate of wages higher than the minimum for his or her classification provided for in this agreement, (within the range established).
10. PAYMENT OF WAGES: Payment of wages shall be made during Company time between the hour of 12:30-12:45 P.M. on Friday.
11. DEDUCTION FROM WAGES: Deduction from wages, except those required by law shall be made only upon authorization signed by the employee and acceptable to the Company.
12. UNION SECURITY: The Company agrees to a voluntary revocable check off of union dues of members of the Union. Such check off must be authorized by the employee upon special form provided by the Montreal Steel and Foundry Worker's Union. It is understood that the amount to be deducted shall be such sum as may from time to time be assessed by the Union on its members according to its constitution for general union purposes only and shall not extend to special assessments or entrance fees. The deductions shall be made each week and cheque for the total amount collected remitted to the Financial Secretary of the Montreal Steel and Foundry Worker's Union after which all Company responsibilities in such matter will cease.
13. DISPUTES: Disputes covered by this Agreement shall be negotiated by a duly constituted Joint Works Council consisting of no less than eight (8) members, which membership will be composed of an equal number of representatives of Management, and Employees. The employees Section will be elected by the Labour Bargaining Agency in the Plant and Management's Section will be appointed by Management. This body to meet on a common ground with a Chairman duly elected by the Council. Such Chairman must not be actually connected with the plant. A secretary will also be elected, who will record all minutes and handle the affairs usually assigned to the office of Secretary. A proper Constitution and By-laws will govern the functions of this body.
 - b) All decisions arrived at by agreement by the Joint Works' Council shall be final and binding upon the Company and the employees.
 - c) Procedure for grievances - If any employee in a department has a grievance, he must take the matter up with his delegate who will investigate the matter thoroughly and endeavour to settle it for him through the Charge hand, thence to the Foreman, General Foreman, to

the Superintendent. If the matter then remains unsettled it is presented to the Delegate Committee who will, in turn, advise their section of the Joint Committee to have the matter placed before the Joint Works' Council.

14. **ARBITRATION:** It is further understood and agreed that where a grievance submitted through the proper channels to Management and to Council cannot be satisfactorily adjusted, same shall be referred to an Arbitration Committee which shall consist of not less than three, or more than five persons, one or two to be chosen by the Union, representing the employees and a like number chosen by Management to represent the Company. The other member shall be chosen by mutual consent of both parties to the Agreement and such member shall be Chairman. If a Chairman cannot be mutually agreed upon by the employer and employee, within five days, the Minister of Labour of the Dominion or Provincial Government will be asked to appoint a Chairman. Whatever decision is arrived at by the Arbitration Committee shall be considered final and binding on both parties.
15. **SENIORITY:** Seniority Status shall be established after a period of probation of six months and shall be effective from date of employment. A list of employees shall be maintained, drawn up according to date of hire and by department to establish such seniority status. If, however, a man is transferred by the Company from one department to another, this man may claim seniority in the department he has been transferred from if he so desires. However, in the case wherein a man has been transferred from one department to another at his own request, such employee will at the end of a period not exceeding three months acquire seniority status in the new department.
- b) It is understood that officers, delegates and members of the Joint Work's Council will hold seniority rights over all others in their department during their tenure of office and during their tenure of office they shall not be discharged except through the Joint Works' Council.
 - c) Men of seniority and equal ability shall be favoured with work before men of lower seniority in their respective departments. Employees shall be rated and grouped according to ability, each employee holding seniority in his own and lower rated groups. In event of a reduction in staff affecting an employee in one group, he may be reduced in classification and claim seniority rights in a lower rated category of the same occupation. He may not, however, claim seniority rights over an employee who holds a higher classification.
 - d) Any worker may claim seniority over a worker in another occupation in the same department if he proves equal ability and longer service.
 - e) In the event of a reduction of staff, union members shall be retained in preference to workers who are not union members; all things being equal.
 - f) The employer shall have the privilege of employing any workmen incapacitated by reason of accident, infirmity or advanced age at a wage rate less than that specified in the category concerned. Such wage rate shall be determined by the Joint Committee.
 - g) Any employee leaving the company temporarily and desiring to retain his seniority must apply for leave of absence. Any employee on leave of absence must renew same every calendar month in order to retain his seniority. In the case of sickness or disability leave of absence will not exceed one month for each year of service.
 - h) Continuous service shall be the basis for calculating seniority and shall be considered broken by:
 - a) voluntarily quitting
 - b) If an employee overstays an authorized leave of absence for a period of 3 days without just cause or if an employee being laid off fails to report for work seven (7) days after being recalled.
 - c) Absence due to lay-off which continues for more than one year.
 - d) Absence due to disability for more than the allowable time as indicated in clause 15 (g). Except those employees injured while on duty they shall receive credit for continuous service until the termination of the period that statutory compensation is payable.
 - i) If a worker is laid off, due to lack of work or reduction of staff, and request that he be classified into a lower rated category of his occupation, in order to avoid being laid off, such worker will be reinstated into the higher rated category from which he was originally laid off before workers who have been laid off are recalled irrespective of seniority status.
 - j) In the event a job vacancy develops, a worker from a lower rated category will be promoted to fill such vacancy, provided he has the necessary qualifications. Any new worker will be hired in the lowest rated category in each department.

- k) Any employee being recalled after discharge within a calendar month will retain his seniority.
- 16. PROMOTIONS: Notice of all openings for promotion shall be posted on the bulletin boards any eligible employee may file an application for same.
 - b) Promotions to more desirable or better paying jobs will be made on a seniority basis, consideration being given to the ability of the eligible employee to qualify for the new position.
- 17. DISCHARGE: The Company at its discretion may discharge any employee when, in the opinion of the Management, there exists sufficient cause.
 - b) The union may at its discretion request, and the Company shall furnish on such request, the reason and reasons for the discharge of any employee of the Company covered by this agreement.
 - c) Having informed the Union of the reason or reasons for the discharge of any employee, the Company shall be under no obligation to discuss or negotiate said discharge with the Union unless the Union shall furnish, within seven days of the date of said discharge, prima facie evidence in writing of unjust discharge.
- 18. LAY-OFF: In the event of a layoff, the union shall be supplied with a list of the men to be laid off within a period of three days prior to such layoff, so that they may study same, and if it is thought that an injustice has been done same can be taken up through the regular grievance procedure.
- 19. STRIKES AND LOCKOUTS: During the life of this Agreement or while negotiations for a further Agreement are in progress, there shall be no strikes or slowdown on the part of members of the Union nor any lockout on the part of the Company.
- 20. RENEWAL AND TERMINATION: This agreement is in force for a period of one year from the date of its signature and shall remain in force from year to year unless either party gives notice in writing to the other party within a delay which shall not be more than 60 days nor less than 30 days prior to the expiration of each period of its intention to terminate the agreement or seek amendments thereto, and in the latter case the present agreement shall remain in force until the next agreement is duly signed.

Signed at Montreal, Quebec, on the 11th day of August 1947

For
MONTREAL STEEL & FOUNDRY WORKERS' UNION

For
CANADIAN CAR & FOUNDRY COMPANY LIMITED

H. Mockridge
President

J. McCoy
Vice-Pres. & Gen. Mgr.

Geo. Gauthier
Vice-President

Geo. Macdonald
Director of Personnel

G. Beauchamp
Secretary

C. F. Pascoe
Ass't. Gen. Mgr. Foundry Division

L. Trapp
Treasurer

C. F. Viking
Works' Manager