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AGREEMENT DATED THE 1st DAY OF
MARCH, 1948, entered into

BETWEEN
THE

DAVIE SHIPBUILDING & REPAIRING
COMPANY LIMITED:

(hereinafter referred to as
THE 'COMPANY')

OR

its successors:

A N D

THE INTERNATIONAL UNIONS, signa-
tories to this agreement,

(hereinafter referred to as
THE 'UNION')

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THIS AGREEMENT dated the first day of
March, 1948, entered into between the DAVIE SHIPBUILDING
AND REPAIRING COMPANY, LIMITED, (hereinafter referred to as
the "Company") or its successors and THE INTERNATIONAL
UNIONS, signatories to this agreement , (hereinafter refer-
red to as the "Union").

ARTICLE NO. 1

PREAMBLE AND RECOGNITION :

- a) It is the intent and purpose of the Parties hereto that this agreement will promote and improve industrial and economic relationships between the "Company" and its employees and to set forth the basic agreement covering hours of work and conditions of employment to be observed by the parties hereto.
- b) The 'Company' recognizes the 'Union' as the sole collective bargaining agency for the employees of the 'Company'.
- c) The 'Company' agrees that during the life of this agreement it will not recognize any bargaining agency other than 'The International Unions, signatories to this agreement'.
- d) The 'Company' agrees to deduct from the pay of its employees their 'Union' dues, after it has received from the 'Union' a signed authorization from the employees to do so. This shall apply to all employees who are members of their respective Unions at the signing of this contract, and to those who become members in the future. The amount to be deducted shall be that fixed in the signed authorization. This clause shall

remain for the duration of the contract.

e) The 'Company' recommends that all its employees join their respective Unions, signatories to this agreement.

ARTICLE NO. 2.

EMPLOYEE:

a) The term 'employee' as used in this agreement shall apply to all employees of the 'Company' excepting persons of higher rank, or any salaried or confidential employees.

It is agreed that an employee shall be classed as a confidential employee who:

- i) Does work of a confidential nature.
- ii) has occasion to make reports of the work of employees or certifies to the hours worked by other employees.
- iii) has access to information which is not available on request to the public or other employees.
- iv) has occasion to certify to or on behalf of the 'Company', particulars of goods disposed of or rendered to or by the 'Company' to or by persons other than employees.
- v) is a foreman of the 'Company' ;

Charge hands and assistant-foreman shall be covered by this agreement.

b) A temporary charge hand who directs and supervises the work of others and who may or may not work himself, depending upon the nature of the job, shall receive while so employed hourly differential over basic trade rates as paid to other charge hands in same trades.

ARTICLE NO.3

MANAGEMENT

a) The Management of the plant and the direction of the working forces including the right to hire and discharge, is vested in the 'Company' . However, should the 'Union' be of opinion that the suspension, layoff or discharge of any worker covered by this agreement has been unjustifiable the 'Union' may bring the matter before the 'Company' management for further investigation.

b) All employees selected by the 'Union' for any 'Union' position which requires them to leave the employ of the 'Company' will be given leave of absence for the duration of such appointments or of holding such 'Union' office and the standing of such employees will be continued as if during the period of holding such 'Union' office they were still working for the 'Company' . Upon the expiration of such 'Union' duties, such employees will be given employment at the plant in their classification and upon their seniority standing provided such position is then available.

ARTICLE NO.4

RATES OF WAGES

A) It is the intent and purpose of the parties hereto to reestablish the former differential of five cents an hour in all classifications between basic wage rates actually paid in the Montreal Shipyards and those paid in the 'Company' s' yard. Therefore the 'Company' agrees to grant and the 'Union' agrees to accept wage increases in order to maintain this differential

of five cents an hour, effective as from the date of this contract for its entire duration. The employees of the 'Company' shall receive five cents less an hour in all classifications than the employees of the Montreal Shipyards.

b) In furtherance to the foregoing, should other wage increases be granted the employees of the Montreal Shipyards by an arbitration board, similar increases shall be granted to the employees of the 'Company'. The object of this clause is to always maintain the same differential of five cents an hour between wages paid by the Montreal Shipyards and those paid by the 'Company'; this clause shall remain in effect as long as the Montreal Shipyards continue to operate as major shipbuilding and ship repairing industries.

c) The 'Union' undertakes to abide by the stipulations contained in the two foregoing paragraphs and shall not apply for any other increases for the duration of this contract.

d) It is agreed that where an employee is assigned temporarily not exceeding seven days to perform work in a classification paying a lower rate than his own, he shall be paid his regular rate.

e) Any employee performing work in a higher rated classification than his own shall receive the higher rate of pay while occupying the said higher rated position where practicable. Seniority and ability shall be considered before assigning men to those positions.

f) When practicable, the 'Union' shall be advised of the contemplated changes.

ARTICLE NO.5

DIRTY WORK

a) Men performing what is recognized in the Industry as dirty work shall receive time and a quarter while so employed.

b) In the event of difference of opinion arising regarding dirty work, the matter shall be decided by reference to the grievance procedures set out in this agreement but no interruption of such work shall occur pending the decision on the question submitted.

c) It is understood that the term 'dirty work' will not apply to ships under construction but will only apply to the repairing of ships.

d) When any difficulty arises regarding the nature of the work performed and in order to facilitate the disposal of such controversial dirty work cases, a representative of the 'Company' and a representative of the 'Union' may, when they see fit, visit the premises where such work is performed to determine its exact nature and to afterwards proceed to reach a decision in accordance with the rules set out in this agreement under grievance procedures. However, it is understood that the interpretation to be given to dirty work shall be the same as that usually given to such work and the same standards shall apply.

e) A decision reached regarding dirty work

in accordance with paragraph d) shall be final and binding.

ARTICLE NO.6

HOURS OF LABOUR:

a) The regular working day starting and quitting time for single shift work, shall be anywhere between 7 hrs A.M. and 6 hrs P.M. with meal period 12 hrs noon to 1 hr P.M. and shall be fixed at 8½ hours .

b) When night shift is worked the hours of starting and quitting shall be between 6 p.m. and 7 a.m. shall be at the discretion of the 'Company' but no less than eight hours and a half and will be paid at the rate of time and one eight basic wage rate.

c) In cases of emergency, when men are requested to work through their regular lunch period, they will be given their lunch period as soon as possible after the emergency has passed.

d) The 'Company' shall avoid overtime work when practicable.

e) Any work over eight hours and a half in any one day shall be paid for at the rate of time and a half , except where double time is payable provided that if overtime does not exceed fifteen minutes, it shall be paid for at straight time.

f) Any work performed on Sundays and on the following statutory holidays shall be paid for at the rate of double time: New Year's day, Epiphany Day, All Saints day, Christmas Day, St-John the Baptiste day, Labour day,

Immaculate Conception day, Ascension day, Should any of the said holidays fall on a Sunday, the day observed by the public shall be treated and paid for as the holiday.

g) All employees who have been in the employ of the 'Company' for at least a year since 1939, and who are still in the employ of the 'Company' on December 23rd, shall be paid for Christmas day and New Year's day, and shall not be required to work.

h) The 'Company' agrees to give to its employees holidays with pay, the terms, conditions of which shall be the object of a special agreement between the parties, but as far as practicable shall follow the same pattern as that followed in former years.

i) As far as practicable, excessive overtime shall be avoided. When overtime is worked it shall be distributed as evenly as possible among the employees capable of doing the work required. Employees desiring overtime will be given preference where practicable. Any employee who has worked four hours overtime on one day may decline to work for more than two hours overtime on the next day if he informs the foreman before leaving his regular shift.

j) Time worked by men called out on emergency jobs at night shall be classed and paid for as overtime. Whatever the time worked, such employees shall receive at least the equivalent of four hours' pay at straight time rates.

k) In the event of men being called for work and no work available or men not being notified before leaving the plant or before leaving home for work that

they are laid off and they return to work on their next regular shift, they shall receive one hour pay at straight time rates.

l) Sundays and legal holidays shall be considered as the 24 hours elapsing between midnight and midnight.

m) If the necessity for increased production or greater efficiency requires the working force to be organized on a three shift basis, the hours of work to be adopted shall be as agreed between the 'Company' and the 'Union'.

n) A short signal whistle blast will be blown ten minutes prior to the quitting hour whistle each day, in order to give employees an opportunity of cleaning up, and a short blast signal whistle will be blown five minutes before the starting whistle, in order to permit employees to be at their job promptly at the starting whistle time. Employees will be severely disciplined if this rule is not fully observed and in case of **laxity** in this regard the rule may be withdrawn.

ARTICLE NO. 7

SENIORITY:

1. **Departmental** seniority shall prevail.
2. Un order to determine the seniority rights of the employees of the 'Company in lay-offs, rehiring, promotion and demotion, the following factors shall govern; seniority, ability, special qualifications, discipline, efficiency and absenteeism.
3. When due consideration is being given to these

factors , the following procedure shall be followed by the 'Company' .

a) Lists of the Employees of each department, in numerical order, shall be prepared under the direct supervision of the Personnel Manager of the 'Company'

b) These lists shall be made in accordance with the standards set forth in paragraphe 2;

c) After the completion of said lists, the Personnel Manager shall submit same to the 'Union' in order to obtain any comments or information the 'Union' deems necessary to supply.

d) These lists prepared by the Personnel Manager or any other lists thereafter corrected or amended following their submission to the 'Union' shall in turn be submitted to the General Superintendent of the 'Company' for approval;

e) The lists thus prepared and as approved by the General Superintendent, shall be communicated to the 'Union' .

f) If the 'Union' accepts these lists fully and completely, it shall thereby waive any future claims for changes thereto.

g) On the other hand, should the 'Union' and the 'Company' fail to agree fully on the final draft of these lists, such partial disagreement shall be deemed to be a grievance to be dealt with through the ordinary grievance procedure as set forth in this Agreement.

h) After these lists have been completed and initialed by the 'Union' and the 'Company' , the latter shall supply the 'Union' with copies of same in their final form.

4. Thereafter lay-offs, rehiring , promotion and demotion of employees shall be made strictly and automatically in accordance with these lists following the numerical order whereby they were made.
5. The 'Union' shall be entitled to obtain from the 'Company' the necessary information to check up on the seniority of its members.
6. The departure of an employee from the 'Company' , for any reason whatsoever shall be immediately reported to the 'Union' by the Personnel Department.
7. When an employee is discharged for cause, the 'Company' shall immediately advise the 'Union' and supply it with the cause of the discharge.
8. When rehiring men, a requisition shall be made by the foreman of each department, in duplicate, and handed to the General Superintendent for approval.
9. When approved, the name or the names of the employees to be rehired , shall be forwarded to the 'Union' by the Personnel Manager three days before the men are rehired , such delay to start from the requisition made by the foreman of each department.
10. The three days' notice mentioned in paragraph 9 shall not apply to repair work.
11. If an employee fails to report when he is called for work he shall automatically loose his seniority rights. A delay of three days will be given to such employee to report after being called by the 'Company'.
12. Should the parties to this Agreement wish to depart from the provisions of Article 7, they may do so by mutual agreement.

13. The seniority lists shall be posted in each department.

14. If a lay-off effecting a number of employees is contemplated, the 'Company' will discuss with a committee to be appointed by the 'Union', the advisability of a reduction in the working hours in lieu of a lay-off of men. However, the final decision will rest with the 'Company'.

ARTICLE NO 8

GRIEVANCE PROCEDURE:

a) Should difference arise between the 'Company' and the 'Union' or any of its members employed by the 'Company' as to the meaning and application of the provisions of this agreement, or should any other disputes arise in either of the plants of the 'Company' there shall be no suspension of work on account of such difference, but an earnest effort shall be made to settle the same in the following manner.

b) The 'Union' shall appoint a Departmental Grievance Committee of three, and the personnel of such Committee shall from time to time, as changes in the same may occur, be communicated to the 'Company' in writing;

c) All grievances shall in the first instance be taken up with the foreman directly concerned. The foreman concerned shall communicate his decision to the employee or when the grievance has been presented by a member of the grievance committee, to such members of the grievance committee with the least possible delay after the submission of the grievance.

d) Failing adjustment or settlement, the matter

shall then be taken up by the Grievance Committee or a sub-committee thereof, of the plant with the Superintendent or such other officer as may be called upon who shall render a decision within three days after submission and communicate the same to the Committee in writing.

e) Failing adjustment or settlement, the matter shall than be taken up by the Grievance Committee with the General Superintendent of the plant at the next ensuing regular meeting with him as hereinafter provided and the General Superintendent or equivalent officer shall render his decision in writing within five days after such meeting.

f) Where practicable meetings with the General Superintendent or his representative, if there is business to be transacted, shall be held twice a month on the ~~day~~ at the time agreed upon subject , however, to the arrangement of special meetings to deal with any serious or emergency situation.

g) Written notice shall be furnished to the General Superintendent of any grievance at least twenty-four hours before the time of meeting at which the grievance is to be dealt with.

h) The Grievance Committee shall be entitled to have present with it at any meeting with the General, Superintendent one other representative of the 'Union' and also the employee or one of the group of employees whose grievance or complaint is involved.

i) Meeting or attendance of members of the Grievance Committee with 'Company' officials other than with the General Superintendent shall be on 'Company' time if during their regular working hours .

j) The authorized representative of the 'Union' or its business agent shall have the authority to act instead of the 'Union' representatives on the Grievance Committee and any decisions reached by the Grievance Committee constituted by representatives of the 'Company' and such authorized representatives or business agents of the 'Union' shall be binding.

k) The business Agent or a representative of each craft shall have access to the shipyard of the 'Company' to transact any business of the 'Union' regarding labour relations.

l) Any member of the 'Union' who has a grievance to submit to the 'Company' shall do so in conjunction with an authorized representative of the 'Union'. However, the obligation shall rest with the 'Union' to inform the 'Company' whether or not an employee belongs to the 'Union', the 'Company' assuming no responsibility in the matter of determining whether such employee is a member of the organization or not when a grievance is submitted.

n) Failing satisfactory settlement with the General Manager, the grievance or dispute shall be referred to a Board of Adjustment which the parties hereto agree to set up within five days. Such board shall consist of three members, one of whom shall be named by the 'Company' and one by the Grievance Committee. The third, who shall be the Chairman, shall be selected by the two first named. Failing agreement upon the selection of a chairman within the five day period, the parties hereto agree to request the Minister of Labour of the Provincial Government to name a Chairman within five days. The Board shall be

convened within five days by the Chairman selected and shall render its decision within seven days of the hearing of the case. Such decision shall be binding on both parties hereto.

Should, a mutually chosen Chairman be agreed upon, the 'Union' and the 'Company' agree to share equally the expenses incurred by such Chairman.

ARTICLE NO. 9

DISCHARGE CASES

A) In the event a member of the 'Union' being discharged from his employment from and after the date hereof, and the 'Union' believes that he has been unjustly dealt with, such discharge shall constitute a case arising under the method of adjusting grievances herein provided.

b) In the event that it should be decided under the terms of this Agreement that an injustice has been dealt the employee with regard to the discharge, the 'Company' shall reinstate such employee and pay full compensation at the employee's regular rate for the time lost. All such cases of discharge shall be taken up within (5) five days from the date of discharge and prosecuted to conclusion as rapidly as possible.

ARTICLE NO.10

WORKING CONDITIONS

a) Burning out rivets shall be done in open air wherever possible.

b) All hand rivetting shall be done by two riveters, one holder-on and one heater.

c) Any employee suffering injury while in the employ of the "Company" must, if possible, immediately report to the First Aid Department and also report to his department on returning to work.

d) Any employee being discharged for disobeying the rules of the 'Company, will be paid only up to the time of discharge.

e) No employee will be paid off until he produces a receipt of any tools or equipment (the property of the 'Company') that have been issued to him.

f) Employees shall take orders from their respective foremen, assistant foreman, charge hands, the General Superintendent or his assistant, or from any one designated by the 'Company'.

g) There shall be no discrimination against any employee belonging to the 'Union'.

h) Passer boys will be given an opportunity to become learners, when warranted by working conditions in the yard.

i) All labourers when their efficiency warrants it when helper's work is available shall be given the opportunity to become helpers.

j) All helpers when their efficiency warrants it and when learners' work is available shall be given the opportunity to become learners.

k) Any man selected for advancement and not proving competent shall be restored to his former occupation.

l) Vacations with pay will be given at any time between December 23rd 1948 and January 7th 1949, inclusively.

m) Any employee working in a dangerous spot shall be accompanied by at least one other employee.

n) When a job not requiring any particular ability or undue exertion is available, preference shall be given to old employees of the 'Company' who are unable to perform work in their former classification.

ARTICLE NO. 11

SAFETY, SANITATION AND HEALTH

a) The 'Company' shall make reasonable provisions for the safety, sanitation and health of its employees at the plant.

b) Protective devices and other equipment for the purpose of protecting employees from injury shall be provided by the 'Company'.

c) It is mutually agreed that both parties hereto will cooperate to the fullest possible extent towards a prevention of accidents and the promotion of safety and health.

d) All operating machinery and equipment will be inspected periodically by a proper officer of the 'Company'.

e) All staging required to be constructed in dangerous places shall be constructed under the direct supervision of a competent stager; or in the case of slung staging, a rigger.

f) The 'Company' undertakes to look into the working conditions of the furnace men in order to improve same if possible.

ARTICLE NO.12

PAYMENT ON LEAVING SERVICE

Any employee being laid off or quitting of his own volition shall receive all wages and personal property when leaving the job provided he has his tool clearance.

Any employee discharged for cause, shall receive all his wages and personal property within 24 hours, provided he has his tool clearance, on legal hours.

ARTICLE NO.13

POSTING NOTICES

The 'Union' shall have the right to post on notice boards provided on the property of the 'Company' notices of meetings and such other notices as may be approved by the Personnel Manager or his representative.

ARTICLE NO.14

A) The 'Company' undertakes to instruct its Superintendents, foremen, officials and employees to take no steps to dissuade employees from becoming members of the 'Union'. No employee shall be discharged or discriminated against for the reason that he is a member of the 'Union'.

B) Any employee, who, during working hours in the yard, discriminates against another employee for the reason that he is a member of the 'Union', will be disciplined by the 'Company', and conversely, any employee being, a member of the 'Union' who discriminates against another employee for the reason that the latter is not a member of the 'Union' will be disciplined by the 'Company'.

ARTICLE NO.15

Insofar as any of the matters in this agreement are within the jurisdiction of the Quebec Labour Relations Board this agreement is made subject to direction from time to time by the Board and no provision of this agreement shall be deemed to authorize or approve any act or action by either of the parties hereto which is illegal or contrary to the directions of the Quebec Labour Relations Act.

ARTICLE NO.16

PERIODICAL CONFERENCES

With the object of maintaining harmonious relations between the two parties, it is agreed that the representatives of the 'Company', and the Employees 'Grievance Committee or Executive Committee will confer periodically for the purpose of adjusting any problem that may arise under this agreement, or for the purpose of negotiating amendments to this agreement, or for the purpose of dealing with any cases of mis-application, non-application or interpretation of this agreement or for anything that could not have been foreseen.

ARTICLE NO.17

EXPIRATION OF AGREEMENT :

This agreement shall become effective on the 1st day of March 1948, and shall remain in effect until the 28th day of February 1949.

ARTICLE NO. 18

OBLIGATIONS

All provisions and terms of this Agreement are hereby mutually agreed to, by and between the DAVIE SHIPBUILDING AND REPAIRING COMPANY LIMITED, and all members of the respective craft unions affiliated to the INTERNATIONAL UNIONS, signatories to this agreement, and signed by the representatives of the parties hereto who have been duly authorized to execute the same on behalf of the DAVIE SHIPBUILDING AND REPAIRING COMPANY LIMITED and on behalf of the INTERNATIONAL UNIONS, signatories to this agreement, respectively.

The fulfilment of this agreement and that of any subsequent joint agreements entered into shall be fully observed by the Officers and Members of the 'Union' and by the 'Company' , and it is their duty to see that all such agreements are carried out both in the letter and the spirit.

SIGNED ON BEHALF OF THE INTERNATIONAL UNIONS,
signatories to this agreement.

RENE WALSH, D.R. (unreadable) Charles E. Paquet
International Brotherhood of Boiler-Makers,
Iron Ship Builders and Helpers of American.

Gregoire Boutin J.M. Landriault
United Brotherhood of Carpenters and Joiners
of America.

B.P. Belleau, P.R. François Couillard
International Association of Machinists.

AGREEMENT DATED THE 1st DAY
OF DECEMBER 1947, entered into

BETWEEN THE

DAVIE SHIPBUILDING & REPAIRING
COMPANY LIMITED,

(hereinafter referred to as the
"Company")

or

its successors

AND

THE INTERNATIONAL UNIONS, signa-
tories to this Agreement,

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THIS AGREEMENT dated the first day of
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ING & REPAIRING COMPANY, LIMITED, (hereinafter referred
to as the "Company") or its successors and THE INTER-
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- c) The "Company" agrees that during the life
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agency other than "The International Unions, signatories
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- d) The 'Company' agrees to deduct from the
pay of its employees their 'Union' dues, after it has
received from the 'Union' a signed authorization from
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of this contract, and to those who become members in
the future. The amount to be deducted shall be that
fixed in the signed authorization. This clause shall

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e) The 'Company' recommends that all its employees join their respective Unions, signatories to this agreement.

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EMPLOYEE :

a) The term 'employee' as used in this agreement shall apply to all employees of the "Company" excepting persons of higher rank , or any salaried or confidential employees.

It is agreed that an employee shall be classed as a confidential employee who:

- i) does work of^a confidential nature.
- ii) has occasion to make reports of the work of employees or certifies to the hours worked by other employees.
- iii) has access to information which is not available on request to the public or other employees.
- iv) has occasion to certify to or on behalf of the 'Company' , particulars of goods disposed of or rendered to or by the 'Company' to or by persons other than employees.
- v) Is a foreman of the 'Company'.

Charge hands and assistant-foreman shall be covered by this agreement.

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RATES OF WAGES:

a) The 'Union' agrees that for the duration of this contract no demand for wage increases shall be made by the 'Union'.

b) It is agreed that where an employee is assigned temporarily not exceeding seven days to perform work in a classification paying a lower rate than his own, he shall be paid his regular rate.

c) Any employee performing work in a higher rated classification than his own shall receive the higher rate of pay while occupying the said higher rated position where practicable. Seniority and ability shall be considered before assigning men to those positions.

d) When practicable, the 'Union' shall be advised of the contemplated changes.

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b) In the event of difference of opinion arising regarding dirty work, the matter shall be decided by reference to the grievance procedures set out in this agreement but no interruption of such work shall occur pending the decision on the question submitted.

c) It is understood that the term 'dirty work' will not apply to ships under construction but will only apply to the repairing of ships.

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f) Any work performed on Sundays or on the Immaculate Conception day, December 8th, shall be paid for at the rate of double time.

g) All employees who have been in the employ of the 'Company' for at least a year since 1939, and who are still in the employ of the 'Company' on December 23rd, shall be paid for Christmas day and New Year's day, and shall not be required to work.

h) The 'Company' agrees to give to its employees holidays with pay, the terms, conditions of which shall be the object of a special agreement between the parties, but as far as practicable shall follow the same patron as that followed in former years.

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1. Departmental seniority shall prevail.
2. In order to determine the seniority rights of the employees of the Company in lay-offs, rehiring, promotion and demotion, the following factors shall govern: seniority, ability, special qualifications, discipline, efficiency and absenteeism.
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factors, the following procedure shall be followed by the 'Company' .

a) Lists of the Employees of each department, in numerical order, shall be prepared under the direct supervision of the Personnel Manager of the Company.

b) These lists shall be made in accordance with the standards set forth in paragraph 2.

c) After the completion of said lists, the Personnel Manager shall submit same to the 'Union' in order to obtain any comments or information the 'Union' deems necessary to supply.

d) These lists prepared by the Personnel Manager or any other lists thereafter corrected or amended following their submission to the 'Union' shall in turn be submitted to the General Superintendent of the 'Company' for approval.

e) The lists thus prepared and as approved by the General Superintendent, shall be communicated to the 'Union'.

f) If the 'Union' accepts these lists fully and completely, it shall thereby waive any future claims for changes thereto.

g) On the other hand , should the 'Union' and the 'Company' fail to agree fully on the final draft of these lists , such partial disagreement shall be deemed to be a grievance to be dealt with through the ordinary grievance procedure as set forth in this Agreement.

h) After these lists have been completed and initialed by the 'Union' and the Company' , the latter shall supply the 'Union' with copies of same in their final form.

4. Thereafter lay-offs, rehiring, promotion and demotion of employees shall be made strictly and automatically in accordance with these lists following the numerical order whereby they were made.
5. The 'Union' shall be entitled to obtain from the 'Company' the necessary information to check up on the seniority of its members.
6. The departure of an employee from the 'Company', for any reason whatsoever shall be immediately reported to the 'Union' by the Personnel Department.
7. When an employee is discharged for cause, the 'Company' shall immediately advise the 'Union' and supply it with the cause of the discharge.
8. When rehiring men, a requisition shall be made by the foreman of each department, in duplicate, and handed to the General Superintendent for approval.
9. When approved, the name or the names of the employees to be rehired, shall be forwarded to the 'Union' by the Personnel Manager three days before the men are rehired, such delay to start from the requisition made by the foreman of each department.
10. The three days' notice mentioned in paragraph 9 shall not apply to repair work.
11. If an employee fails to report when he is called for work he shall automatically lose his seniority rights. A delay of three days will be given to such employee to report after being called by the 'Company'.
12. Should the parties to this Agreement wish to depart from the provisions of Article 7, they may do so by mutual agreement.
13. The seniority lists shall be posted in each department.

ARTICLE NO. 8.

GRIEVANCE PROCEDURE:

a) Should difference arise between the 'Company' and the 'Union' or any ~~XXXXXX~~ of its members employed by the 'Company' as to the meaning and application of the provisions of this agreement, or should any other disputes arise in either of the plants of the 'Company' there shall be no suspension of work on account of such difference, but an earnest effort shall be made to settle the same in the following manner.

b) The 'Union' shall appoint a Departmental Grievance Committee of Three, and the personnel of such Committee shall from time to time, as changes in the same may occur, be communicated to the 'Company' in writing.

c) All grievances shall in the first instance be taken up with the foreman directly concerned. The foreman concerned shall communicate his decision to the employee or when the grievance has been presented by a member of the grievance committee, to such members of the grievance committee with the least possible delay after the submission of the grievance.

d) Failing adjustment or settlement, the matter shall then be taken up by the Grievance Committee or a sub-committee thereof, of the plant with the Superintendent or such other officer as may be called upon who shall render a decision within three days after submission and communicate the same to the Committee in writing.

e) Failing adjustment or settlement, the matter shall then be taken up by the Grievance Committee

with the General Superintendent of the plant at the next ensuing regular meeting with him as hereinafter provided and the General Superintendent or equivalent officer shall render his decision in writing within five days after such meeting.

f) Where practicable meetings with the General Superintendent or his representative, if there is business to be transacted, shall be held twice a month on the day at the time agreed upon subject, however, to the arrangement of special meetings to deal with any serious or emergency situation.

g) Written notice shall be furnished to the General Superintendent of any grievance at least twenty-four hours before the time of meeting at which the grievance is to be dealt with.

h) The Grievance Committee shall be entitled to have present with it at any meeting with the General Superintendent one other representative of the 'Union' and also the employee or one of the group of employees whose grievance or complaint is involved.

i) Meeting or attendance of members of the Grievance Committee with 'Company' officials other than with the General Superintendent shall be on 'Company' time if during their regular working hours.

j) The authorized representative of the 'Union' or its business agent shall have the authority to act instead of the 'Union' representatives on the Grievance Committee and any decisions reached by the Grievance Committee constituted by representatives of the 'Company' and such authorized representatives or business agents of the 'Union' shall be binding.

k) The business Agent or a representative of each craft shall have access to the shipyard of the 'Company' to transact any business of the 'Union' regarding labour relations.

l) Any member of the 'Union' who has a grievance to submit to the 'Company' shall do so in conjunction with an authorized representative of the 'Union'. However, the obligation shall rest with the 'Union' to inform the 'Company' whether or not an employee belongs to the 'Union', the 'Company' assuming no responsibility in the matter of determining whether such employee is a member of the organization or not when a grievance is submitted.

m) Failing satisfactory settlement with the General Manager, the grievance or dispute shall be referred to a Board of Adjustment which the parties hereto agree to set up within five days. Such board shall consist of three members, one of whom shall be named by the 'Company' and one by the Grievance Committee. The third, who shall be the Chairman, shall be selected by the two first named. Failing agreement upon the selection of a chairman within the five day period, the parties hereto agree to request the Minister of Labour of the Provincial Government to name a Chairman within five days.. The Board shall be convened within five days by the Chairman selected and shall render its decision within seven days of the hearing of the case. Such decision shall be binding on both parties hereto.

Should, a mutually chosen Chairman be agreed upon, the 'Union' and the 'Company' agree to share equally the expenses incurred by such Chairman.

ARTICLE NO. 9.

DISCHARGE CASES:

a) In the event a member of the 'Union' being discharged from his employment from and after the date hereof, and the 'Union' believes that he has been unjustly dealt with, such discharge shall constitute a case arising under the method of adjusting grievances herein provided.

b) In the event that it should be decided under the terms of this Agreement that an injustice has been dealt the employee with regard to the discharge, the 'Company' shall reinstate such employee and pay full compensation at the employee's regular rate for the time lost. All such cases of discharge shall be taken up within (5) five days from the date of discharge and prosecuted to conclusion as rapidly as possible.

ARTICLE NO.10

WORKING CONDITIONS

a) Burning out rivets shall be done in open air wherever possible.

b) All hand rivetting shall be done by two riveters, one holder-on and one heater.

c) Any employee suffering injury while in the employ of the 'Company' must, if possible, immediately report to the First Aid Department and also report to his department on returning to work.

d) Any employee being discharged for disobeying the rules of the 'Company' will be paid only up to the time of discharge.

e) No employee will be paid off until he produces a receipt of any tools or equipment (the property of the 'Company') that have been issued to him.

f) Employees shall take orders from their respective foremen, assistant foreman, charge hands, the General Superintendent or his assistant, or from any one designated by the 'Company'.

g) There shall be no discrimination against any employee belonging to the 'Union'.

h) Passer boys will be given an opportunity to become learners, when warranted by working conditions in the yard.

i) All labourers when their efficiency warrants it when helper's work is available shall be given the opportunity to become helpers.

j) All helpers when their efficiency warrants it and when learners' work is available shall be given the opportunity to become learners.

k) Any man selected for advancement and not proving competent shall be restored to his former occupation.

l) Vacations with pay will be given at any time between December 23rd 1947 and January 7th 1948, inclusively.

m) Any employee working in a dangerous spot shall be accompanied by at least one other employee.

n) When a job not requiring any particular ability or undue exertion is available, preference shall be given to old employees of the 'Company' who are unable to perform work in their former classification.

ARTICLE NO. 11

SAFETY, SANITATION AND HEALTH:

- a) The 'Company' shall make reasonable provisions for the safety, sanitation and health of its employees at the plant.
- b) Protective devices and other equipment for the purpose of protecting employees from injury shall be provided by the 'Company'.
- c) It is mutually agreed that both parties hereto will cooperate to the fullest possible extent towards a prevention of accidents and the promotion of safety and health.
- d) All operating machinery and equipment will be inspected periodically by a proper officer of the 'Company'.
- e) All staging required to be constructed in dangerous places shall be constructed under the direct supervisions of a competent stager; or in the case of slung staging, a rigger.
- f) The 'Company' undertakes to look into the working condition of the furnace men in order to improve same if possible.

ARTICLE NO. 12

PAYMENT ON LEAVING SERVICE

Any employee being laid off or quitting of his own volition shall receive all wages and personal property when leaving the job provided he has his tool clearance .

Any employee discharged for cause, shall

receive all his wages and personal property within 24 hours, provided he has his tool clearance, on legal hours.

ARTICLE NO. 13

POSTING NOTICES

The 'Union' shall have the right to post on notice boards provided on the property of the 'Company' notices of meetings and such other notices as may be approved by the Personnel Manager or his representative.

ARTICLE NO. 14

a) The 'Company' undertakes to instruct its Superintendents, foremen, officials and employees to take no steps to dissuade employees from becoming members of the 'Union'. No employee shall be discharged or discriminated against for the reason that he is a member of the 'Union'.

b) Any employee, who, during working hours in the yard, discriminates against another employee for the reason that he is a member of the 'Union', will be disciplined by the 'Company', and conversely, any employee being a member of the 'Union' who discriminates against another employee for the reason that the latter is not a member of the 'Union' will be disciplined by the 'Company'.

ARTICLE NO. 15

Insofar as any of the matters in this agreement are within the jurisdiction of the Quebec Labour Relations Board this agreement is made subject to direction from time to time by the Board and no provision of this

a resment shall be deemed to authorize or approve any act or action by either of the parties hereto which is illegal or contrary to the directions of the Quebec Labour Relations Act.

ARTICLE NO. 16

PERIODICAL CONFERENCES :

With the object of maintaining harmonious relations between the two parties, it is agreed that the representatives of the 'Company' , and the 'Employees' Grievance Committee or Executive Committee will confer periodically for the purpose of adjusting any problem that may arise under this agreement, or for the purpose of negotiating amendments to this agreement, or for the purpose of dealing with any cases of mis-application, non-application or interpretation of this agreement or for anything that could not have been foreseen.

ARTICLE NO. 17

EXPIRATION OF AGREEMENT:

This agreement shall become effective on the 1st day of December and shall remain in effect until the 29th of February 1948.

ARTICLE NO. 18

OBLIGATIONS

All provisions and terms of this Agreement are hereby mutually agreed to, by and between the DAVIE SHILPBUILDING & REPAIRING COMPANY LIMITED and all members of the respective craft Unions affiliated to the INTERNATIONAL UNIONS, signatories to this agreement , and signed

by the representatives of the parties hereto who have been duly authorized to execute the same on behalf of the DAVID SHIPBUILDING AND REPAIRING COMPANY LIMITED AND on behalf of the INTERNATIONAL UNIONS, signatories to this agreement, respectively.

The fulfilment of this agreement and that of any subsequent joint agreements entered into shall be fully observed by the Officers and Members of the 'Union' and by the 'Company', and it is their duty to see that all such agreements are carried out both in the letter and the spirit.

SIGNED ON BEHALF OF THE INTERNATIONAL UNIONS,
signatories to this agreement.

Charles E. Paquet

Ludger Lamette

René Walsh D.R.

J.M. Landriault

Grégoire Boutin

François Couillard

S.P. BELLEAU

Roland Rousseau

Hugh PotOver I.B.E.W.

J. Arthur Trudel

Milfrid Poulin

GERARD POULIN

J.E. Laliberté

P. Gaudreau

Emile Nadeau

Joseph Bouchard

J.M. Landriault

SIGNED ON BEHALF OF DAVIE SHIPBUILDING &
REPAIRING COMPANY LIMITED.

L. B. Thomson
Vice-President

T.A. Norton
General Superintendent

P. Bartlemas
Personnel Manager.