

1946-47

Microfilmé

530

THE SINGER MANUFACTURING COMPANY

A G R E E M E N T

Agreement entered into this 2nd day of December, between THE SINGER MANUFACTURING COMPANY, having a place of Business in the Town of St. Johns, Quebec, (hereinafter called the Company), party of the First Part, and the UNITED STEELWORKERS OF AMERICA, Local 3764 (hereinafter called the Union), party of the Second Part.

ARTICLE 1

Recognition

- a) On september 7, 1946, the Quebec Labor Relations Board issued a certificate of recognition in favor of the United Steelworkers of America, Local 3764, to represent all the employees, dayworkers and pieceworkers, excepting foremen and confidential employees in the employ of the Singer Manufacturing Company, St. Johns, P.Q. and it is agreed by both parties that the terms of this agreement apply to the employees covered by this certificate.
- b) Confidential employees who are exempt from the terms of this agreement shall be Assistant Department Managers, Chief Clerks, Chief Inspectors, Confidential Typists, Special Watchmen and Timestudy Department employees.
- c) The Union will notify the Company in writing of the names of its executive officers, grievance committee and any duly empowered representatives of the international organization, of any changes thereof.

Article 2

Deduction of Union Dues

- a) For the duration of this contract the Company agrees to deduct and remit monthly to the Secretary of local 3764 the Union dues of \$3.00 from the earnings of all employees who are members of Local 3764, United Steelworkers of America in good standing on January 3rd, 1956, or become members after this date. The Union will furnish the Company with a certified list of its members in good standing on that date and subsequent lists of all employees who become members after that date.
- b) Such deduction shall be made from the last pay of each month.
- c) The Company agrees when remitting dues to forward to the Secretary of Local 3764 a list of those employees eligible for Union dues deduction for whom such deductions were not made during the month and a list of such employees who have left the service of the Company during the month. The Company will also supply the Union with a list of all department transfers for the month.
- d) Any employee who signifies after December 18th, 1956, and before January 3rd, 1957 in writing to the Company that he is withdrawing from Union membership will not have his dues deducted by the Company, subject to the conditions of paragraph (a) of this article. Copies of such notifications received by the Company will be given to the Union as soon as possible.

ARTICLE 3

Lockouts - Strikes - Discrimination

- a) During the continuance of this agreement, the Company agrees that there shall be no lockout and the Union agrees that there will be no slow-down, strike, or other stoppage of work until the procedure for the "Settlement of Disputes" has been exhausted.
- b) The Union agrees to instruct all Watchmen and Power House operating employees, who are members of the Union, to carry on such duties that are necessary for the safety and maintenance of the factory property regardless of any Union activity.
- c) There shall be no discrimination, interference or restrictions, exercised by the Company or its agents against any employee because of membership in a Union, and the Union agrees that no intimidation, or coercion will be exercised to induce any of the Company's employees to become a member of the Union and will not solicit membership on Company time or distribute propaganda or transact any business of the Union on Company property or on Company time save such as is authorized by this Agreement.
- d) The Union shall have the right to post on notice boards such notices that are approved by the Works Manager or his representative.

ARTICLE 4

Grievance Procedure

- a) The Company will recognize Departmental Stewards as representatives of the employees in each of the plant sections as outlined in appendix A, of this agreement, and the names of the Stewards and the Sections they represent will be given to the Company in writing by the Union. The Union will notify the Company in writing of any change in personnel of the Department Stewards, such Stewards must have had minimum of one (1) year's service with the Company, except in special cases by mutual consent. If additional departments are organized, additional Departmental shall be appointed by mutual agreement.
- b) The Company will recognize a Grievance Committee composed of not more than three representatives elected by members of the Union, who may be supplemented by the Departmental Steward involved in the dispute and/or the aggrieved employee when necessary.
- c) The following procedure shall govern the settlement of disputes;

FIRST

"The aggrieved employee or the Department Steward, with the aggrieved employee if necessary, shall discuss the complaint with his Foremen. However, in the absence of the regular department steward concerned, he can be replaced, during his temporary absence, by a member of the grievance committee".

SECOND

"Failing settlement the complaint shall be presented to the Department Manager by one member of the Grievance Committee and the Department Steward, and on the request of either party, shall be reduced to writing. All written grievances shall be signed by the aggrieved employee or group of employees concerned or Steward if it is a general department grievance. The Department Manager will render his decision within two (2) working days".

ARTICLE 4

Grievance Procedure(Cont'd)

THIRD

"Failing settlement the complaint shall then be presented to the Superintendent of the division by one member of the Grievance Committee who may be accompanied by the employee or, upon mutual agreement as to number, employees concerned and the Department Steward. The decision of the Superintendent will be rendered within three (3) working days".

FOURTH

"Failing settlement with the Superintendent, the grievance may be presented to the Works Manager and/or his representative by the Grievance Committee who may be accompanied if both parties agree, by the Department Steward and employee or employees concerned. The Grievance Committee shall have the right to be represented by duly empowered international representatives. The decision will be rendered by the Works Manager within five (5) working days after his receipt of grievance, except that the time for the Works Manager's decision shall be extended by the number of days in any period of absence from the plant following receipt of the Union's appeal. However, the extension of time shall not exceed an additional five working days".

d) All decisions arrived at between the Company and the Union shall be final and binding upon the Company and the employee or group of employees.

e) Grievances within the meaning of the grievance procedure shall consist only of disputes concerning the interpretation and application of the clauses of this agreement, working conditions, alleged abuses of discretion by Foreman or Supervisors in treatment of employees, and dismissals, except where the employee has less than three months service with the Company, but in these cases the Union will be given, upon request, the reasons for discharge.

ARTICLE 4

Grievance Procedure(Cont'd)

f) The Company will afford reasonable opportunity to any department steward or member of the Grievance Committee to conduct any business authorized by this agreement and if for such purposes it is necessary for such a member to absent himself temporarily from his work, permission to do so will not be unreasonably denied, upon application to his foreman. Such an employee shall report to his foreman upon his return to duty.

g) If no agreement is reached after following the grievance procedure, either party shall have the right on grievances other than those arising under Article 15, Section 3 "Piecework" to apply for a Board of Arbitration under provisions of Quebec Trades Disputes Act S.R.Q. 1941, Chapter 167, and its amendments.

h) During the six months following the signing of this contract, grievances involving the interpretation, construction or application of the provisions of Article 15, Section 3 "Piecework" paragraphs a) b) c) d) h) which cannot be satisfactorily adjusted under the grievance procedure shall be submitted to Alan Herrgen as permanent arbitrator for final and binding decision.

The permanent arbitrator in deciding such grievances shall be expressly bound to apply the provisions of Article 15, Section 3, paragraphs a) b) c) d) h) and he shall have no power or jurisdiction to modify, add to or alter or in any manner fail to apply the provisions of said paragraphs in deciding such grievances. If either party desires to change the arbitrator or discontinue this method of settlement effective after said six months period, it shall give notice to the other party within thirty days preceding the expiration of said six months period, in which event, the parties shall attempt to agree upon a substitute arbitrator, or a substitute method of settlement as the case may be. Failing such agreement at or prior to the end of said six months period, such grievance shall thereafter be dealt with in accordance with the Quebec Trades Disputes Act (1941) as amended.

The Union must notify the Company within fifteen (15) days of rendering of the Works Manager's decision that the Union intends to take any such grievance under Article 15, Section 3, "Piecework" paragraphs a) b) c) d) h) to arbitration

All expenses of arbitration shall be borne equally by both parties.

ARTICLE 4

Grievance Procedure(Cont'd)

i) For time authorized during their regular working hours for settlement of grievances, the Company shall pay department stewards and members of the grievance committee a rate equal to their average earnings for the previous week, except that for members of the Grievance Committee this rate shall not exceed the average earnings for all employees in the individual Grievance Committee Member's Labor Grade.

j) Members of the Grievance Committee may enter any department of the plant to discuss an interpretation of contract, after obtaining permission, which shall not be unreasonably denied, from the Department Manager concerned.

ARTICLE 5

Suspensions and Dismissals

a) On suspension or dismissal an employee shall immediately be sent to the Personnel Department where, if he desires, he may remain until he has had the opportunity of presenting his case to the Steward or member of the Grievance Committee after which he shall leave the Company premises. If the Union wishes to protest the suspension or discharge, a grievance may be presented by the Department Steward with a member of the Grievance Committee, to the Manager of the departmental involved and the Personnel Manager, If no agreement is reached, the grievance shall be reduced to writing and shall follow the grievance procedure as established in Article 4. The employee has the right, as part of the grievance on the suspension or discharge, to claim his back pay from the date he was suspended or dismissed, if he is reinstated.

b) Any grievance concerning a suspension or dismissal must be presented within ten (10) working days from the date of suspension or dismissal.

ARTICLE 6

Seniority

a) The seniority of all employees in the employ of the Company as of ~~Quebec~~ 1, 1948 shall be determined by the total time whether or not consecutive an employee shall have worked for the Company.

The seniority of all former employees not in the employ of the Company as of that ~~date~~ shall be cancelled and the seniority of all employees entering the employ of the Company after October 1, 1948, shall be computed from the date hired subject to the conditions of paragraph (b), Clause 5.

b) Seniority rules shall apply to all employees covered by this agreement, with the exception of:

1. Apprentices shall have seniority standing only amongst themselves provided ~~that upon leaving their apprenticeship~~ they will be credited with their length of service with the Company during their apprenticeship.

2. Employees who, as former members of the Armed Forces, may be entitled to special consideration as to seniority and reinstatement according to the provisions of the Reinstatement in Civil Employment Act of 1942, as amended.

3. Employees disabled in the Company's service or incapacitated by reason of age or infirmity who, at the discretion of the Company, may be exempted from the seniority provisions and may be given the preference of such work as they are capable of performing. If, under such circumstances an employee is demoted, he will be paid at least the midpoint of the lower labor grade into which he is placed. An employee who is displaced by the aforementioned employee shall be dealt with in accordance with the terms of Article 8 "Layoff and Rehire".

4. Employees who have value to the Company because of special training or special qualifications.

In the event of the Union disputing the special training or special qualifications of the employees concerned, the matter shall be subject to the grievance procedure as set forth in Article 4.

St John; Works

ARTICLE 6

Seniority , , , , , (cont'd)

5. Employees with less than three consecutive months' service with the Company, however, after having completed the three months probationary period, seniority rights shall be calculated as of the first day of employment.

6. Members of the Union Executive and Grievance Committee who shall be the last to be laid off from their occupations and labor grade, and the Stewards who shall be the last to be laid off from their departments.

7. Any employee who has at any time held the type of job presently covered by the bargaining unit and has subsequently been given work outside of the bargaining unit, shall retain and accumulate seniority for his entire period of service with the Company as though he had remained a member of the bargaining unit.

In returning these employees to the bargaining unit, they shall be covered by the provisions of Article 8 with the exception that they shall have the right to the highest labor graded job they have the ability to perform. If their service is under 5 years, they shall have the right to the highest labor graded job they can perform in their, own department or in the department from which they were transferred

c) The Company shall furnish the Union with a copy of the Company's seniority list which shall include the job classification of each employee. All revisions of this list will be made by the Union on examination of the Company list.

ARTICLE 7

Loss of Seniority

a) An employee shall lose his seniority in the following cases:

1. If he goes on strike without first exhausting the procedure for "Settlement of Disputes".
2. If he is discharged for cause, subject to his Article 5.
3. If he leaves voluntarily.
4. If he is absent from work for five (5) consecutive working days without permission, unless he can give a reason satisfactory for failure to report to work.
5. If he fails to return to work within seven (7) consecutive days after call by personnel notification sent to him by messenger, or by notice sent to him at his last known address by registered mail, unless he can give a reason satisfactory for failure to report within the time prescribed.
6. If he is laid off from lack of work and a period of one (1) year elapses after his name has been removed from the payroll except that this period be extended for additional one (1) year period if within two (2) months immediately preceding each anniversary of the layoff date, the employee shall sign in duplicate a request for such extension. This request shall be made on a form which the employee can obtain from the Company during this two month period, either by appearing in person at the Personnel Department or by writing. The duplicate copy will be forwarded to the Union. However, in no event shall the extended period exceed the employee's length of service with the Company.

ARTICLE 8

Layoff and Rehire

a) For all employees with less than five years service, the order of layoff, provided the employee retained shall be qualified to perform the available work in a satisfactory manner, will be as follows:

1. The employee with least seniority in an overstuffed occupation in the department as defined by the job classification against which the employee is slotted, will be displaced.

2. The employee so displaced from the overstuffed occupation, will, if he is qualified to perform the work, be assigned to the job of the junior employee in his own or lower labor grades in order in the department.

3. The employee so displaced will, if he is qualified to perform the work, be assigned the job of the employee with least seniority in the department.

4. The employee with least seniority in the department will be laid off.

b) For all employees with five or more years service, the order of layoff, provided the employee retained shall be qualified to perform the available work in a satisfactory manner, will be as follows:

1. The employee with least seniority in an overstuffed occupation in the department will be displaced.

2. Each employee will have the right to remain in his own department in the job of the junior worker of the highest labor grade, not exceeding his own; or use plantwide seniority; the decision to exercise departmental or plantwide rights shall be made immediately upon knowing what jobs are available. Plantwide seniority being a transfer to the job of the junior worker plantwide in his own or lower labor grades in order.

If the job of the junior worker plantwide is in a trade or clerical category, and the employee is not qualified to perform these jobs he will have the right to displace the next junior worker plantwide in his own or lower grades in order.

ARTICLE 8

Layoff and Rehire (Cont'd)

3. Should the displaced employee have less than five years seniority his rights are the same as described under (a) above.

c) In no case will an employee replace any other employee with higher seniority nor will an employee be given a promotion to replace an employee in a higher labor grade who has less seniority.

d) Whenever an employee accepts a job in another department to avoid layoff due to lack of work, he shall maintain his accredited seniority with the Company, but departmental seniority will only be acknowledged on his new job when it is established that he is qualified to satisfactorily perform the work assigned. However, consideration will be given to return such an employee to his former job if it becomes open.

e) Any exception to the procedure outlined in this clause will be subject to mutual agreement.

f) Temporary layoffs from work not in excess of a total of ten (10) working days in any six months period and reassignments of employees for not more than fifteen (15) consecutive working days arising from lack of materials, machine breakdown, or curtailed or fulfilled production requirements will not constitute layoffs within the meaning of this agreement. If, as a result of the introduction of a new model or product, temporary layoffs from work or reassignments in excess of the applicable foregoing limitations occur, the length of such temporary layoff or reassignment will be determined by the need of the situation and, upon mutual agreement with the Union, will not constitute a layoff within the meaning of this agreement. Where successive such layoffs regularly occur in the same occupation or department, the Company will endeavour to avoid successive layoffs of the same senior employee or employees at their request as its requirements permit.

g) The order of rehire after layoff due to lack of work shall be determined on the basis of seniority amongst employees qualified to perform the work available in a satisfactory manner. Refusal of available non temporary work for any reason other than physical inability to perform it on more than a single occasion during any continuous period of layoff will subject the employee to loss of his seniority.

ARTICLE 8

Layoff and Rehire (Cont'd)

An employee will not be offered other work who signifies a desire not to return to work for a period of time or who signifies a desire to return to work only in an occupation in which he was qualified, subject to Article 7, paragraph a6. The names of such employees shall be made known to members of the Grievance Committee on request.

ARTICLE 9

Transfer

When an employee is transferred from one department to another (either for the convenience of the Company or at the employee's request) he shall maintain his standing in his former department for a period of six months, after which time his seniority rights in his former department shall lapse and he shall at the end of the six months' period, be credited with his full seniority standing with the Company in his new department.

ARTICLE 10

Promotions

- a) When a daywork open job in labor grades, A,B,C or D is to be filled by promotion, it will be posted plantwide and any employee in the same labor grade, but a different occupation, or in a lower labor grade may apply for such job through his foreman to the Personnel Department.
- b) When any open piecework job or an open daywork job in labor grade E is to be filled by promotion, it will be posted within the department where the opening occurs and any employee in the same labor grade but a different occupation or in a lower labor grade within that department may apply for the open job to his foreman. A copy of the notices will also be posted at the factory entrances.
- c) If from among the applicants who apply in accordance with the above provisions, there are several that have the necessary ability and qualifications, seniority will be the determining factor, provided ability and qualifications are substantially equal. The determination of the applicant's ability and qualifications will rest with management. If it is the contention of the Union that such determination has not been made with just consideration of all applicants, such contention may be subject to the grievance procedure.
- d) When an open job is to be filled by promotion, notices will be posted for a period of two working days.
- e) The above provisions of this Article shall apply only to first vacancies and shall not apply to vacancies created by promotions.
- f) Promotions means only a transfer to a posted job.
- g) Before a job is posted, no provisions of this article shall restrict the Company from making lateral movement of employees regardless of occupation within the same labor grade.
- h) A job which is considered temporary and is filled by an employee from a lower labor grade shall cease to be considered temporary after 45 days existence and at the end of this period shall be subject to posting.

ARTICLE 11

Overtime Hours and Premium Pay

- a) All work performed in excess of nine (9) hours in any one day and on Saturday shall be paid for at time and one half, and all work performed on Sundays shall be paid for at double time, except as provided in paragraph (b) and (c).
- b) Watchmen shall be paid time and one half only after completing forty-five hours in any one scheduled work week, regardless of Saturday or Sunday work. Work performed on the seventh consecutive day shall be paid for at double time.
- c) Powerhouse employees working on shift schedule shall be paid time and one half after completing nine hours in any one day or forty-five hours in any one week. All work performed during the twenty-four hour period immediately following their scheduled work week shall be paid at double time.
- d) If an employee becomes entitled to overtime payments under more than one provision of this agreement in any one work week, he shall be paid for such time at the highest rate specified in an applicable provision, but he shall not be entitled to additional overtime pay for such time under any other provision.
- e) Employees will be paid a premium of (10) ten cents per hour for each hour worked from 6 p.m. from 6 a.m. except for those hours where the individual is being paid overtime premium.
- f) Time worked by employees called in on emergency jobs outside of his or her regular shift or schedule shall be classified and paid for as overtime, whatever the time worked, such employee shall receive at least the equivalent of four (4) hours pay at straight time rates. This clause shall not apply to watchmen called in from twelve noon to 1 p.m. as this hour shall be considered as part of their regular work week and shall be paid for at straight time.
- g) An employee who, at the direction of the Company, reports for work at the start of his or her regular work day or at such time as may be designated by the Company, if not furnished four (4) hours of work shall be given four (4) hours pay in lieu thereof. This shall not apply, however, in the event that the work which he or she is called on to perform is prevented or interrupted by machinery failure, fire, strike, or other emergency causes beyond the control of the Company, or because of the failure or refusal of other employees to report or perform their work.

ARTICLE 11

Overtime Hours and Premium Pay(cont'd)

h) When an employee is injured at work, and such injury results in the payment to the employee of a compensation claim by the Compensation Commission, a normal day's pay for the day injury occurs will be paid by the Company, unless the Compensation Commission has already included pay for the day in computing final settlement of claim.

i) Overtime hours will be worked only when necessary and shall be distributed as evenly as possible among the employees in the department or departments affected capable of doing the work required.

j) No foreman or supervisory employee above the level of foreman shall perform production work, except on testing machines or where it is customary part of their supervisory duties or in emergencies. They will not replace regular employees unless such employees are not available.

ARTICLE 12

Shift Schedules

- a) If changes in shifts or schedules of hours worked, excluding the number of hours to be worked, are made by the Company, and the Union objects to such changes, they shall be taken up by the parties under the grievance procedure.

- b) If any officer of the Union shall be employed on a shift other than the first shift, and if such officer of the Union cannot efficiently perform his duties as officer of the Union because of his employment on a shift other than the first shift, then in that event, the Company, as the request of the Union, will transfer such officer of the Union to the first shift.

ARTICLE 13

Holidays

- a) The Company recognizes the following holidays:

New Year's Day
Good Friday
St. John the Baptist Day
Dominion Day
Labor Day
Thanksgiving Day
Christmas Day

- b) Whenever any such day falls on Sunday and the following Monday is observed in the Province of Quebec as a holiday, then, for purpose of this agreement, such Monday will be recognized or treated as a holiday within the meaning of this agreement.

- c) Any employee, whether piece or day worker, who has been in the Company's employ continuously for three months or more immediately preceding such holiday and has not been absent from work on the holiday (if work is scheduled on that day), the working day immediately preceding the holiday, or on the working day immediately following the holiday, shall receive pay for such holiday, except on the day following New Year's Day where there shall be no penalty for absence for those employees who notify their department manager of their intention to be absent from work on that day.

Any employee who has three months or more accredited seniority and is recalled to work after a layoff shall be entitled to all the privileges of this article.

- d) Pay for such holiday shall be calculated by multiplying the number of hours in the working day, exclusive of overtime hours in the working day existing at the time of the holiday, by the employee's average straight time earnings for the first four of the six preceding computed payrolls.

- c) Any exception to this rule, whereby an employee is given special permission to be absent the day before or day after the holiday, a permit signed by the Department Manager and approved by the Works Manager or his representative must be produced to ensure payment of holiday pay.

ARTICLE 13

Holidays ,. ..(Cont'd)

f) Employees otherwise entitled to holiday pay who are absent from work on account of illness shall receive such holiday pay by presenting proof of illness. However, this pay shall not be made to any employee who has been absent continuously due to illness for more than twenty-six (26) weeks prior to the holidays.

g) All work performed on the holiday described in this article will be paid for at time and one half. This pay will be paid in addition to the regular holiday pay provided for in that article. In selecting employees to work on a holiday the Company will give consideration to those of equal ability who are willing to work. In the event that no suitable employee wants to work, the Company may direct such an employee to work and should this employee fail to do so without just cause, he or she will be deprived of the holiday pay.

h) On the following religious days, namely:

Epiphany
Ascension
All Saints
Immaculate Conception

the Company will permit any employee, desiring to do so, to report for work as 8:00 a.m. However, the time lost will be at the employee's own expense.

ARTICLE 14

Vacations

a) An annual vacation with pay to be given all employees in accordance with ordinances of the Minimum Wage Commission of the Province of Quebec.

b) A second week's vacation with pay will be given to all employees who prior to, September 30th in the year in which the vacation is granted will have completed five or more years service with the Company, the last year of which is continuous.

A third weeks' vacation with pay will be given to all employees who prior to September 30th in the year in which the vacation is granted will have completed fifteen or more years service with the Company, the last year of which is continuous.

c) Vacation pay for employees eligible for the second and third weeks' vacation shall be computed at four per cent and six percent respectively of the wages earned during the period extending May 1 to April 30 next.

d) On termination of an employee's service with the Company, he shall receive separation pay in accordance with the ordinances of the Minimum Wage Commission of the Province of Quebec. However, if an employee is eligible for a second or third weeks' vacation, and he is laid off for lack of work or is forced to resign because of illness, he will be given separation pay in accordance with the provisions of the above mentioned ordinances, except it shall be calculated at four and six per cent respectively instead of two per cent.

e) The vacation period shall be granted during the period from May to September, inclusive, at such time or times as shall be fixed and determined by the Company. Such vacation days shall be exclusive of the Sundays and holidays hereinbefore specified.

f) Should the vacations be granted to all employees at the same time, that is, should the Company close the plant for the vacation period, the date of the vacation will be decided and noticed at least one month prior to the said vacation, if possible. Subject to the requirements of production, preference will be given to senior employees in assigning vacations outside of the regular vacation period.

ARTICLE 15

WAGES

1. The following is the schedule of rate ranges to remain in effect for the duration of this agreement subject to the Provisions of Article 17. The rate ranges correspond to labor grades which are determined by the job evaluation worked out and approved by the Company and the Union. Changes may be made in the classification of employees to insure their being slotted in their proper jobs. Jobs will be changed from their existing labor grades only if an error exists in appraising the content of the job according to the job Rating Plan presently in effect. In the event of the creation of a new job or of the changing of the content of an existing job, a new classification shall be drawn up to the satisfaction of both parties, and will become effective and be paid from the date:

a) of a written grievance that an employee is incorrectly classified or unclassified, if agreement is reached between the Company and the Union within thirty (30) days from date of grievance.

b) the Department of Labor notifies the Company that the Union have requested intervention in the dispute.

2.

DAYWORK

Applicable Rates for Daywork
Labor Grades

Labor Grade	MALE		FEMALE	
	Rate		Rate	
	Min.	Max.	Min.	Max.
A	1.60	1.70	1.41	1.51
B	1.49	1.59	1.30	1.40
C	1.37	1.47	1.18	1.28
D	1.27	1.36	1.08	1.17
E	1.16	1.25	.97	1.06
F	1.07	1.15	.88	.96

ARTICLE 15

Wages (Cont'd)

Scale of Rates -Youths

The following scale of rates will apply to employees under 18 years of age unless they are performing classified jobs in which case these employees will receive the rate established for the labor grade of that job.

AGE	MALE	FEMALE
15 - 15½	.75	-
15½ - 16	.80	-
16 - 16½	.85	.71
16½ - 17	.90	.74
17 - 17½	.95	.78
17½ - 18	1.00	.82

Scale of Rates Applied to Apprentices

	Toolmakers Electricians	Enginemen
1st 6 months	.83	1.01
2nd 6 months	.89	1.07
3rd "	1.095	1.13
4th "	1.01	1.19
5th "	1.07	1.25
6th "	1.13	
7th "	1.19	
8th "	1.25	

b) All daywork employees will be revised in the month of February 1956 for possible merit increase.

If a daywork employee is transferred out of his department to another daywork occupation due to lack of work other than temporarily he will retain any merit increase he may have been awarded up to the midpoint of the rate range of his new occupation. Within three months after date of transfer, all employees who were receiving a rate above the midpoint of their labor grade will be reviewed for possible increase.

A pieceworker who is transferred to a daywork occupation on other than a temporary basis, due to lack of work shall be paid the minimum rate of the labor grade of his new occupation. Within three months of the date of transfer, an employee so transferred will be reviewed for possible increase in rate.

ARTICLE 15

Wages (cont'd)

EMPLOYEES who have been laid off due to lack of work and are rehired under seniority rights within this agreement in a daywork occupation will be rehired at the minimum rate of the labor grade of such occupation unless such employee previously qualified in the occupation he is required into in which case the will retain any merit increase he may have been awarded up to the midpoint of the rate range of his occupation.

All daywork employees who were rehired in an occupation they were previously qualified in and had a rate above the midpoint and all former piecework employees rehired into a daywork occupation will be reviewed for possible increase within three months of the date of rehire.

- c) An employee called on to work in an occupation of a higher labor grade than his own will be paid the minimum rate of such labor grade.
- d) An employee transferred for the convenience of the Company on a temporary basis to an occupation in a lower labor grade that he does not ordinarily perform shall be paid his regular rate.
- e) Group Leaders in Labor Grade "A" will be paid five (.05) cents above the maximum rate.

PIECEWORK

- 3.a) It is agreed that the Company will continue to install, use, and apply its present Piecework Incentive System, which was adopted January 1, 1948, and that it will continue to set piecework rates under and in accordance with such Piecework Incentive System and the principles and formulae of such system (including the concept of normal effort as illustrated in the training films in the Company's training courses for Time-study men,) in the same manner as it has since January 1, 1948
- b) The Company agrees that a normal operator while working on piecework at a normal incentive rate and under normal conditions may expect to earn 25% above the base rate for the labor grade in which the job falls.

ARTICLE 15

Wages (Cont'd)

Pieceworkers will be guaranteed the base rate of the labor grade of their jobs, subject to the provisions of Appendix B, except learners as specified in Clause E of this section. They shall receive additional compensation in direct proportion to the amount of work produced. The base rate guarantee for pieceworkers shall be applied daily in the same manner in which it has heretofore been applied weekly.

c) When an employee is being timed, he shall be so advised and the Company, upon request of the employee, will advise such employee of his effort rating on the study. After a piecework rate has been established, the Company, upon request of the employees involved, will show such employees their respective time studies.

d) Rates for employees working on piecework shall be as follows:

Labor Grade	MALE		FEMALE	
	Incentive Expectancy	Base Rate	Incentive Expectancy	Base Rate
C	1.370	1.095	1.10	.88
D	1.320	1.055	1.10	.88
E	1.255	1.005	1.04	.83
F	1.205	.965	.975	.78

e) Learners shall mean new employees and they shall normally be hired at the minimum rate of grade F. Pieceworkers, after three months' employment, will be guaranteed the base rate of the labor grade in which their work is classified.

f) Rates established following the signing of this agreement which are corrected because of errors in making time studies shall be retroactive to date the grievance was submitted. Any other rates which are adjusted will be paid from date new rate is established.

ARTICLE 15

Wages (Cont'd)

Subject to the provisions of Article 4, Paragraph "H", Piecework rates (not including temporary rates) established after January 1, 1948, shall not be changed unless there is a change in operation, methods, materials, equipment, or quality, or where a clerical or arithmetical error has been made in the determination of the piecework rate. If there has been a change in operation, methods, materials, equipment or quality, in jobs where such rates have been established, those elements not affected by the change will not be revalued.

If the piecework rate does not produce the expectancy above the base rate, the Company will at the request of the Union re-study the job, and, if necessary, modify the piecework rate.

g) Upon request, the Union shall have the right to review on the Company's premises, records of any time study. The Union may have a fully qualified member of the Grievance Committee or departmental steward present to observe any re-study made as a result of a Union time study grievance.

h) When, through no fault of his own, an operator is prevented from doing a part of or his entire regular job and is required to remain at his place of work without being given additional work, he will if this additional wait time is in excess of fifteen (15) minutes for any one delay, be paid for such lost time at the base rate of his labor grade. Such wait time will only be computed from the time the employee notifies the foreman of the delay.

i) Rather than the guaranteed base rate the Company will pay a piecework employee as hourly rate based on the individual's average straight time earnings established by him in the last preceding week in which his piecework earnings constituted over half of his wages in the following cases:

1. For time spent at the request of the Company in the instruction of another employee.

2. For emergency work of a temporary nature performed at the request of the Company.

3. On experimental or development work where a method has been changed and tools are being or adjusted. tried.

Wages(Cont'd)

4. Where the work an employee normally performs is still required but the employee is transferred on a temporary basis, for the convenience of the Company, to occupation that he does not ordinarily perform.

5. Where the established piecework rate is not applicable due to small lots.

j) Records of piecework earnings of each employee will be made available to him upon request, in order to allow him to check same for possible error.

k) On new work of a character which normally would be on piecework, such as all operations on new parts for and the assembly of new machine heads, motors, cabinets, furniture and other new products, until a piece rate has been set, the Company will pay a piecework employee an hourly rate equal to the average straight time earnings established by him during the fourth week preceding that in which he commences on new work provided his piecework earnings constituted over half of his wages in that week or in such week immediately prior to it in which they did, provided however such rate shall not exceed 30% incentive during a maximum period of the first 30 days of performance on such new work. If it is impractical to establish piecework rates within such 30 days, an extension determined by the need of the situation may be made upon mutual agreement.

ARTICLE 16

Leave of Absence

a) Employees elected or appointed as delegates of the Union, not exceeding eight (8) in number at any time shall be given reasonable leave of absence without pay for the purpose of attending Union conventions or for other Union business, provided that their request for such leave of absence is transmitted to the Management of the Company at least three days before the first day of the period for which the leave of absence is requested. If the absence is to be for one day or less, permission will not be unreasonably denied application to their foremen, if the request is made prior to their leaving the plant.

b) Any one employee elected as a full time Union official shall, during his term of office but not longer than one year, be given leave of absence without pay and without loss of his seniority rights. Such employee shall be reinstated into his former occupation if in operation, or, failing this, another occupation in the same labor grade.

ARTICLE 17

Expiration of Agreement

This agreement shall take effect on January 3, 1956 shall remain in force for a period of one (1) year until January 2, 1957 to continue thereafter from year to year unless one of the parties to the said agreement gives a written notice to the other party within a delay of not more than sixty (60) days and not less than thirty (30) days prior to the expiration of the date of the expiry of the said agreement.

Dated at St. Johns, P.Q. this December 2nd, 1955.

IN TESTIMONY WHEREOF we have affixed our signatures and seals in good faith

THE SINGER MANUFACTURING COMPANY

(sgd) Unreadable

Works Manager

UNITED STEELWORKERS OF AMERICA

Local 3764 Fermus Girard

(sgd) Unreadable

Armand Bélanger

Marcel Leblanc

Armand Bélanger

Jean Paul Ferland

copie certifiée
UNITED STEELWORKERS OF AMERICA
P.A. Viau, secrétaire.

APPENDIX B

All allowance will be paid any pieceworker whose straight time piecework earnings during a payroll period fall within the applicable table below. Such employee's actual straight time piecework earnings for such payroll period will be increased by an amount computed as follows:

Multiply the number of piecework hours (and fractions thereof to the nearest quarter of hour) by the factor amount set forth below opposite the amount corresponding to such employee's actual average hourly straight time piecework earnings in such payroll period for such employee's labor grade and sex, rounding the result to the nearest whole cent.

SCHEDULE NO. 1

LABOR GRADE -F

<u>MALE</u>		<u>FEMALE</u>	
<u>Actual Average Hourly Straight Time Piecework Earnings</u>	<u>Factor Amount</u>	<u>Actual Average Hourly Straight Time Piecework Earnings</u>	<u>Factor Amount</u>
.965	.025	.78	.02
.97	.024	.79	.017
.98	.020	.80	.013
.99	.017	.81	.010
1.00	.014	.82	.006
1.01	.011	.83	.003
1.02	.008	.84	.000
1.03	.005		
1.04	.001		
1.05	.000		

SCHEDULE NO. 1

LABOR GRADE - E

<u>MALE</u>		<u>FEMALE</u>	
<u>Actual Average Hourly Straight Time Piecework Earnings</u>	<u>Factor Amount</u>	<u>Actual Average Hourly Straight Time Piecework Earnings</u>	<u>Factor Amount</u>
1.005	.025	.83	.02
1.01	.024	.84	.017
1.02	.021	.85	.014
1.03	.018	.86	.010
1.04	.015	.87	.007
1.05	.011	.88	.004
1.06	.008	.89	.0005
1.07	.005	.90	.000
1.08	.002		
1.09	.000		

SCHEDULE NO. 1

LABOR GRADE -D

MALE

FEMALE

Actual Average
Hourly Straight Time
Piecework Earnings

Factor
Amount

Actual Average
Hourly Straight Time
Piecework Earnings

Factor
Amount

1.055

.025

.88

.02

1.06

.024

.89

.017

1.07

.021

.90

.014

1.08

.018

.91

.011

1.09

.015

.92

.008

1.10

.012

.93

.005

1.11

.009

.94

.002

1.12

.006

.95

.000

1.13

.003

1.14

.000

SCHEDULE NO. 1

LABOR GRADE -C

MALE

<u>Actual Average Hourly Straight Time Piecework Earnings</u>	<u>Factor Amount</u>
1.095	.025
1.10	.024
1.11	.021
1.12	.018
1.13	.015
1.14	.012
1.15	.009
1.16	.007
1.17	.004
1.18	.001
1.19	.000
1.20	.000

UNION CONTRACT

The Singer Manufacturing Company - Employees Federal
Union, Local 152, Trades and Labour Congress of Canada.

AGREEMENT

AGREEMENT entered into this Eleventh day of November, 1955, between The Singer Manufacturing Company, having a place of business in the Village of Thurso, Quebec, (hereinafter called the "Company"), Party of the First Part, and The Singer Manufacturing Company Employees' Federal Union, Local 152, Trades and Labour Congress of Canada (hereinafter called the "Union"), Party of the Second Part, represented by a Shop Committee duly elected by the members of the Union.

RECOGNITION

On the twenty-seventh day of April, 1944, the Labour Relations Board of the Province of Quebec certified the Union as the Collective Representative of all the employees in the Company's establishment at Thurso, P.Q., exclusive of office employees, employees of the Logging Department, employees working on the farm and on milk distribution for the Company in Thurso.

DISCRIMINATION

The Company will not interfere with the right of any employee to become a member of the Union. There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any employee because of membership in a Union.

The Union agrees that no intimidation or coercion shall be practised among the Company's employees in recruiting membership of the Union or for other purposes and that there shall be no soliciting of membership, distribution of propaganda or transaction of any business of the Union on the Company's property or on Company time save such as is authorized by this Agreement.

The

The foregoing shall not be held to restrict or interfere with the right of individual employees to converse freely with each other upon any matters of interest to them during rest periods, lunch hour and like interludes.

SHECK-OFF

During the term of this Agreement, the Company agrees to deduct and remit the Union dues of one Dollar (\$1.00) per month from the earnings of each employee who so authorizes it in writing upon a form to be supplied by the Company. Such authorization for payroll deduction shall be voluntary on the part of the employee and shall be for the life of the Agreement. Such deduction shall be made from the last pay of each month.

SENIORITY

The Company shall maintain as an office record a list showing the name of each employee, his job and the date he began to work for the Company. The said list will be accessible to the Secretary of the Union during usual business hours on reasonable notice.

In the case of lay-off and of re-hiring after lay-off, seniority applied among employees performing the same class of work shall ordinarily be the controlling factor, provided, however, that there is reserved to the Company in all cases the right to retain, lay-off or hire on the basis of -

- (a) Ability and fitness to perform the work in question,
- (b) Value to the Company because of special training or qualifications,
- (c) Family status.

Length of service shall be determined by the total time, whether or not consecutive, an employee shall have worked for the Company. An employee shall not be entitled to consideration because of length of service until he shall have continued in the Company's

SENIORITY Cont'd.

employ for six consecutive months and shall cease to be entitled to consideration for length of service if -

- (1) He quits voluntarily;
- (2) He is dismissed for cause;
- (3) He is absent for five days without permission;
- (4) He does not return to work within five days after call by personal notification sent to him either by messenger or by notice sent to him at his last known address by registered mail;
- (5) A period of six months elapses after his name has been removed from the payroll (except where the cause of removal is sickness of the employee or temporary lay-off for a period of six months or longer.)

In accordance with the provisions of Chapter 31 of the Statutes of Canada, 6-7, Elizabeth II, service in the armed forces of Her Majesty shall not affect the seniority status of the employee concerned.

Employees may be transferred to other departments or occupational groups at the discretion of the Company and shall suffer no change in seniority thereby.

In the promotions to higher paid jobs or when new departments are to be opened, in such cases preference shall be given as much as possible to the regular employees of the plant.

MEDICAL EXAMINATION

Due to the nature of all the operations of the Company in Thurso, the long established practice of compulsory annual medical examination of all the employees of the Company at the request and expense of the Company will be continued as in the past.

LEAVE OF ABSENCE

Employees elected or appointed as delegates of the Union, not exceeding three (3) in number at any one time, shall be given reasonable leave of absence without pay to enable them to perform the duties of such office, provided that their request for such leave of absence is transmitted to the Management of the Company at

LEAVE OF ABSENCE Cont'd.

least three days before the first day of the period for which the leave of absence is requested.

Any employee elected as a full-time Union official shall, during his term of office but for not longer than one year, be given leave of absence without pay and without loss of his seniority rights.

LEGAL HOLIDAYS

The Company recognizes the following holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Dominion Day	Christmas Day
All Saints Day	

The Company recognizes that the Contract clause dealing with Legal Holidays is interpreted by the Company and the Union to mean that employees are entitled to seven (7) paid legal holidays, as mentioned in this clause, whether or not such legal holidays fall on a Saturday or Sunday.

Any Employee, whether a piece or day worker, who has been in the Company's Employ continuously for six months or more immediately preceding such holiday, and has not been absent from his work without permission on any one of the five full working days immediately preceding such holiday or upon any one of the working days in the calendar week in which such holiday occurs, shall receive pay for such holiday as heretofore, and not otherwise.

Pay for legal holidays shall be calculated for Piece Workers by multiplying the number of hours in the workday, exclusive of overtime hours, existing at the time of the holiday, by the employees earnings for the first four of the six preceding computed payrolls.

& ANNUAL VACATION&

(a) An annual vacation with pay to be given all employees in accordance with ordinances of the Minimum Wage Commission of the Province of Quebec.

(b)

ANNUAL VACATION Cont' d.

(b) An additional week's vacation with pay will be given to all employees who, on April 30th in the year for which the vacation is scheduled, having completed five years service with the Company.

(bb) A third week of vacation with pay will be given to all employees who on April 30th in the year for which the vacation is scheduled, having completed Fifteen years service with the Company.

(c) On termination of an employee's service with the Company, he shall receive separation pay in accordance with the Ordinances of the Minimum Wage Commission of the Province of Quebec. However, if an employee is eligible for the additional week's vacation and he is laid off for lack of work or is forced to resign because of illness, he will be given separation pay in accordance with the provisions of the above mentioned ordinances, except it shall be calculated at 4% instead of 2%.

If an employee is eligible for three weeks vacation, when laid off, he will be given separation pay in accordance with the provisions of the above mentioned ordinances, except it shall be calculated at 6% instead of 2%.

(d) Annual vacation and computed vacation wages do not include any overtime performed during the period on which vacation is based.

WAGES AND OVERTIME

(a) It is agreed that a scale of wage rates and job classifications will form part of this Agreement and will be referred to as Appendices "A", "B" and "C".

(b) All work performed in excess of nine (9) hours per day or on Saturdays (except where an employee has been absent within the week without permission) or on Sundays, will be paid at time and one half, except as noted in paragraph (c) below.

(c)

(c) Power-house operating employees will be paid time and one half only after forty-eight (48) hours in any one schedule work week regardless of Saturday or Sunday work.

GRIEVANCES

Grievances may be presented to the Company by any employee through a Grievance Committee composed of not more than three Representatives elected by the members of the Union. Grievances may also be presented to the Company by any individual employee.

Any grievance shall first be presented to the Foreman of the employee or employees concerned. Failing satisfactory adjustment by him it may then be presented to the Department Superintendent, then to the General Superintendent and then to the Works Manager. Each successive step to be invoked only in case of failure of the preceding step to secure satisfactory adjustment. All such grievances shall be handled with reasonable promptness. On request, any grievance or the disposition thereof shall be reduced to writing.

Upon request, the Union shall have the right to review on the Company's premises the records of piece-work timings and application of the piece-work method of payment which may be the cause of a specific grievance.

GRIEVANCE COMMITTEE

The Company will afford reasonable opportunity to any member of the Grievance Committee to conduct any business authorized by this Agreement and, if for such purposes it is necessary for such member to absent himself temporarily from his work, he will be granted permission to do so upon application to his foreman to whom he shall report upon his return to duty.

The Company agrees to hold one monthly meeting with the Grievance Committee at a time convenient for its Representative to hold such meeting.

ARBITRATION

Any dispute involving the interpretation of any article in this Agreement, which may arise during the life of this Agreement and which the Union and the Company shall fail to adjust satisfactorily in accordance with the provisions of the preceding section dealing with grievances, shall be promptly submitted to arbitration. The Board of Arbitration shall be appointed and the conduct of the said arbitration shall be governed in accordance with the provisions of the Quebec Trade Disputes Act, Revised Statutes of Quebec, 1941, Chap. 167. The decision of the Arbitration Board shall be made with reasonable promptness and shall be final and binding upon the parties and shall be within the scope of this Agreement.

LIFE OF THE AGREEMENT

The present Agreement shall take effect from the first day of November, 1955, and shall be in force until the thirty-first (31st) day of October, 1956, to continue thereafter from year to year unless one of the parties to the said Agreement gives a written notice to the other party within a delay of not more than sixty (60) days and not less than thirty (30) days prior to the expiration of the date of the expiry of the said Agreement.

DATED at Thurso, Quebec, this Eleventh day of November, 1955.

IN TESTIMONY WHEREOF we have affixed our signatures and seals in good faith.

The Singer Manufacturing Company,
Thurso, Quebec

The Singer Manufacturing Company
Employees' Federal Union, Local
152, Trades and Labour Congress
of Canada.

P.B. BOURGET

Witness

VEARN SMITH

President

M. BELLEFEUILLE

Witness:

M. BELLEFEUILLE

EUCLIDE PARENT

Secretary

Trades and Labour Congress of
Canada.-

RHEAL BASTIEN

DAY WORK LABOUR GRADES - APPLICABLE RATES

APPENDIX "A"

<u>Labour Grade</u>	<u>Points</u>	<u>Adults</u>		<u>Minors</u>	
		<u>Male</u>	<u>Female</u>	<u>Male</u>	<u>Female</u>
J	275-290	\$1.41 - \$1.61	\$1.21 - \$1.41	\$1.25 - \$1.45	\$1.11 - \$1.31
I	255-270	1.35 - 1.51	1.16 - 1.31	1.21 - 1.35	1.06 - 1.21
H	235-250	1.31 - 1.45	1.11 - 1.25	1.16 - 1.31	1.01 - 1.16
G	215-230	1.25 - 1.41	1.06 - 1.21	1.11 - 1.25	.96 - 1.11
F	200-210	1.21 - 1.35	1.01 - 1.16	1.06 - 1.21	.91 - 1.06
E	185-195	1.11 - 1.25	.91 - 1.06	.96 - 1.11	.81 - .96
D	170-180	1.06 - 1.21	.86 - 1.01	.91 - 1.06	.76 - .91
C	155-165	1.01 - 1.16	.81 - .96	.86 - 1.01	.71 - .86
B	140-150	1.01 - 1.11	.76 - .91	.81 - .96	.66 - .81
A	125-135	.96 - 1.06	.71 - .86	.71 - .91	.61 - .76

(1) Minors - Employees not having attained their 18th Birthday.

(2) All Employees excepting Watchmen, Power-House employees, and Repairmen, on night shifts will be paid five cents (5¢) per hour over the above mentioned rates.

(3) Starting rates will be 10% less than minimum for all classes of labour for a period of three (3) months, but not lower than the minimum rate shown for Class "A".

VEARN SMITH

P.B. BOURGET

WDB 10/11/55

PIECE WORK LABOUR GRADES - APPLICABLE RATES

APPENDIX "B"

<u>Labour Grade</u>	<u>Points</u>	<u>Male</u>		<u>Females</u>
		<u>Adults</u>	<u>Minors</u>	
J	275-290	\$1.24	\$1.09	\$1.09
I	255-270	1.20	1.05	1.05
H	235-250	1.15	1.01	1.01
G	215-230	1.11	.97	.97
F	200-210	1.08	.93	.92
E	185-195	1.03	.89	.68
D	170-180	.98	.85	.84
C	155-165	.94	.81	.79
B	140-150	.89	.77	.75
A	125-135	.85	.73	.71

- (1) Minors - Employees not having attained their 18th Birthday,
- (2) All employees excepting Watchmen, Power-house employees, and Repairmen, on night shifts will be paid five cents (5¢) per hour over the above mentioned rates.
- (3) Pieceworkers will be paid the base rate (less 10% applicable to new employees only, but not lower than rate shown for Class "A") of the Labour Grade of their jobs for the probationary period not exceeding three (3) months. After the probationary period has been completed, Pieceworkers will be paid for actual parts or units produced at the piece-work rates that apply.

VEARN SMITH

P.B. BOURGET

RATES TO BE APPLIED TO APPRENTICES

- x Electricians
- x Stationary Engine Men
- Machinists
- Mechanics
- Carpenters
- Plumbers
- Millwrights
- Masons & Bricklayers
- Tinsmiths
- Steamfitters
- Toolmakers
- Blacksmiths
- Welders

1st 6 months	50%	of Minimum Rate of Applicable Labor Grade						
2nd	" 55%	"	"	"	"	"	"	"
3rd	" 60%	"	"	"	"	"	"	"
4th	" 65%	"	"	"	"	"	"	"
5th	" 70%	"	"	"	"	"	"	"
6th	" 75%	"	"	"	"	"	"	"
7th	" 80%	"	"	"	"	"	"	"
8th	" 85%	"	"	"	"	"	"	"

x In order to benefit by the full Labor Grade minimum rate, Apprentice Electricians and Apprentice Stationary Engine men must obtain a recognized certificate of qualification.

P.B. BOURGET

VEARN SMITH

SUPPLEMENTARY AGREEMENT entered into in St. Johns, Quebec, as of the seventeenth day of June 1955 BY AND BETWEEN

THE SINGER MANUFACTURING COMPANY
a body politic and corporate, having
a place of business in the town of
St. Johns, Quebec. (hereinafter
referred to as the "Company")

PARTY OF THE FIRST PART

AND

UNITED STEELWORKERS OF AMERICA
local 3764 (hereinafter referred to
as the "Union")

PARTY OF THE SECOND PART

WHEREAS the Company and the Union have entered into an agreement on October 2nd, 1953;

WHEREAS the Company and the Union have negotiated and reached the following supplementary agreement;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. Section 3 (d) of Article 15 of the agreement dated October 2nd 1953 shall cease to have effect and shall be deemed to have been deleted therefrom as from June 20th 1955;

2. The following provision to be and become effective June 20th 1955 shall thereupon be deemed to be substituted in its place:

3. (d) Rates for employees working on piecework shall be as follows:

Labor Grade	<u>MALE</u>		<u>FEMALE</u>	
	<u>Incentive Expectancy</u>	<u>Base Rate</u>	<u>Incentive Expentancy</u>	<u>Base Rate</u>
C	1.32	1.055		
D	1.27	1.015	1.05	.84
E	1.21	.965	.99	.79
F	1.16	.925	.93	.74

THE SINGER MANUFACTURING COMPANY, ST. JOHNS, P.Q.

If, as a result of the application of the base rates hereby established, any employee's average hourly straight time piecework earnings in any weekly payroll period are less than they would have been applying the base rates and hourly increase for pieceworkers (hereby superseded) listed in Section 3D of Article 15 of said agreement dated October 2, 1953, such employee's actual straight time piecework earnings will be increased for such payroll period by an amount computed as follows:

Multiplied the number of piecework hours (and fractions thereof to the nearest quarter Schedule 1 attached hereto **opposite** the amount corresponding to such employee's actual average hourly straight time piecework earnings in such payroll period for such employee's labor grade and sex, rounding the result to the nearest whole cent.

3. Except as hereby modified, all the terms and provisions of the agreement dated October 2nd, 1953 shall continue in full force and effect without change.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

THE SINGER MANUFACTURING COMPANY,

By R.P. Been

UNITED STEELWORKERS OF AMERICA,

By F. Girard

Copie certifiée
UNITED STEELWORKERS of AMERICA

C.A. Viau, secrétaire.

THE SINGER MANUFACTURING COMPANY, LIMITED ST. JOHNS, P.Q

SCHEDULE NO. 1

LABOR GRADE - C

MALE

<u>Actual Average Hourly Straight Time Piecework Earnings</u>	<u>Factor Amount</u>
1.055	.065
1.06	.064
1.07	.061
1.08	.059
1.09	.056
1.10	.054
1.11	.051
1.12	.049
1.13	.046
1.14	.044
1.15	.041
1.16	.039
1.17	.036
1.18	.034
1.19	.031
1.20	.029
1.21	.026
1.22	.024
1.23	.021
1.24	.019
1.25	.016
1.26	.013
1.27	.011
1.28	.009
1.29	.006
1.30	.003
1.31	.001
1.32	.000

THE SINGER MANUFACTURING COMPANY ST. JOHNS, P. Q.

SCHEDULE NO. 1

LABOR GRADE - D

<u>MALE</u>		<u>FEMALE</u>	
<u>Actual Average Hourly Straight Time Piecework Earnings</u>	<u>Factor Amount</u>	<u>Actual Average Hourly Straight Time Piecework Earnings</u>	<u>Factor Amount</u>
1.015	.065	.84	.060
1.02	.064	.85	.057
1.03	.061	.86	.054
1.04	.058	.87	.052
1.05	.056	.88	.049
1.06	.053	.89	.046
1.07	.051	.90	.044
1.08	.048	.91	.041
1.09	.045	.92	.038
1.10	.043	.92	.035
1.11	.040	.94	.033
1.12	.038	.95	.030
1.13	.035	.96	.027
1.14	.032	.97	.024
1.15	.030	.98	.022
1.16	.027	.99	.019
1.17	.025	1.00	.016
1.18	.022	1.01	.013
1.19	.019	1.02	.011
1.20	.017	1.03	.008
1.21	.014	1.04	.005
1.22	.011	1.05	.003
1.23	.009	1.06	.000
1.24	.006		
1.25	.004		
1.26	.001		
1.27	.000		

THE SINGER MANUFACTURING COMPANY, ST. JOHNS, P.Q.

SCHEDULE NO. 1

LABOR GRADE - E

<u>MALE</u>		<u>FEMALE</u>	
<u>Actual Average Hourly Straight Time Piecework Earnings</u>	<u>Factor Amount</u>	<u>Actual Average Hourly Straight Time Piecework Earnings</u>	<u>Factor Amount</u>
.965	.065	.79	.060
.97	.064	.80	.057
.98	.061	.81	.054
.99	.058	.82	.051
1.00	.055	.83	.048
1.01	.053	.84	.045
1.02	.050	.85	.043
1.03	.047	.86	.040
1.04	.044	.87	.037
1.05	.042	.88	.034
1.06	.039	.89	.031
1.07	.036	.90	.028
1.08	.033	.91	.025
1.09	.031	.92	.022
1.10	.028	.93	.019
1.11	.025	.94	.016
1.12	.022	.95	.013
1.13	.020	.96	.011
1.14	.017	.97	.008
1.15	.014	.98	.005
1.16	.011	.99	.002
1.17	.009	1.00	.001
1.18	.006	1.01	.000
1.19	.003		
1.20	.000		

THE SINGER MANUFACTURING COMPANY, ST. JOHNS, P.Q.

SECHEDULE NO. 1

LABOR GRADE - F

<u>MALE</u>		<u>FEMALE</u>	
<u>Actual Average</u> <u>Hourly Straight Time</u> <u>Piecework Earnings</u>	<u>Factor</u> <u>Amount</u>	<u>Actual Average</u> <u>Hourly Straight Time</u> <u>Piecework Earnings</u>	<u>Factor</u> <u>Amount</u>
.925	.065	.74	.060
.93	.064	.75	.057
.94	.061	.76	.054
.95	.058	.77	.051
.96	.055	.78	.048
.97	.052	.79	.045
.98	.049	.80	.041
.99	.046	.81	.038
1.00	.043	.82	.035
1.01	.041	.83	.032
1.02	.038	.84	.029
1.03	.035	.85	.026
1.04	.032	.86	.023
1.05	.029	.87	.020
1.06	.026	.88	.016
1.07	.023	.89	.013
1.08	.020	.90	.010
1.09	.017	.91	.007
1.10	.014	.92	.004
1.11	.012	.93	.001
1.12	.009	.94	.000
1.13	.006		
1.14	.003		
1.15	.000		

THE SINGER MANUFACTURING

COMPANY

Entente du
5 Octobre 1953

ST. JOHNS WORKS

Saint Jean, P.Q.
Canada

19/3756

CONVENTION

CONVENTION intervenue ce cinquième jour d'octobre 1953 entre THE SINGER MANUFACTURING COMPANY, ayant une place d'affaires dans la ville de St-Jean, Québec, (ci-après appelée la "Compagnie"), partie de première part, et UNITED STEELWORKERS OF AMERICA, Local 3764 (ci-après appelé l'Union"), partie de deuxième part.

ARTICLE I

Reconnaissance

a) Le 7 septembre 1946, la Commission des Relations Ouvrières de Québec a émis un certificat de reconnaissance en faveur de United Steelworkers of America, Local 3764, pour représenter tous les employés, journaliers et ouvriers à la pièce, à l'exception des contremaîtres et employés de confiance, à l'emploi de The Singer Manufacturing Company, St-Jean, P.Q., et il est convenu par les deux parties que les conditions de cette convention s'appliquent aux employés visés par ce certificat.

b) Les employés confidentiels qui sont exempts des conditions de cette convention sont les suivants: Gérants-Adjoints des départements; Commis en Chef; Dactylographes confidentielles; Chauffeurs privés.

c) L'Union avisera la Compagnie par écrit du nom de ses officiers exécutifs, du Comité de griefs et de tout représentant dûment autorisé de l'organisme international ou de tout changement s'y rapportant.

ARTICLE 2

Déductions des contributions syndicales

a) Pendant la vie de ce contrat, la Compagnie s'engage à déduire et à remettre mensuellement au secrétaire du local 3764, les contributions syndicales de \$3.00 provenant du salaire de tous les employés membres du local 3764, United Steelworkers of America, en règle au 2 octobre 1953, ou qui deviendront membres après cette date. L'Union fournira à la Compagnie une liste certifiée des membres en règle à cette date et des listes subséquentes de tous les employés qui deviendront membres après cette date.

b) De telles déductions devront être prélevées à même la dernière paye de chaque mois.

c) La Compagnie s'engage, lorsqu'elle remet les contributions à envoyer au secrétaire du local 3764 une liste des employés éligibles pour déduction des contributions syndicales et pour qui de telles déductions n'ont pas été faites au cours du mois et une liste des employés qui ont quitté le service de la Compagnie pendant le mois. La Compagnie fournira aussi à l'Union une liste de tous les transferts dans les différents départements pendant le mois.

d) La Compagnie ne déduira pas de contributions syndicales pour tout employé qui l'aura avisée par écrit après le 16 septembre 1955 et avant le 2 octobre 1955 qu'il se retire de l'Union, sous réserve des conditions du paragraphe (a) de cet article. La Compagnie remettra à l'Union aussitôt que possible, copies de telles notifications reçues.

ARTICLE 3

Grèves - Contre-Grèves - Préférence

a) Pendant la vie de cette convention, la Compagnie garantit qu'il n'y aura pas de contre-grève et l'Union garantit qu'il n'y aura pas de travail au ralenti, de grèves ou autres suspensions de travail jusqu'à ce que la procédure pour le "Règlement des différends" ait été épuisée.

b) L'Union s'engage à donner instructions aux gardiens et aux employés travaillant à la centrale d'énergie qui sont membres de l'Union d'exécuter les devoirs qui sont requis pour la sûreté et l'entretien de l'usine, sans égard à aucune activité syndicale.

c) Il n'y aura pas de préférence, intervention ou restriction par la Compagnie ou ses agents à l'encontre d'un employé parce qu'il est membre de l'Union et

l'Union s'engage à ne pas se servir d'intimidation ni de contrainte pour engager les employés à devenir membres de l'Union et ne sollicitera pas de membres pendant les heures de travail et ne distribuera pas de propagande et ne traitera pas des affaires de l'Union pendant les heures de travail ni sur la propriété de la Compagnie, sauf ce qui est autorisé par cette Convention.

d) L'Union aura le droit d'afficher sur les tableaux des avis approuvés par le gérant de l'usine ou son représentant.

ARTICLE 4

Procédure relative aux Griefs

a) La Compagnie reconnaîtra un délégué d'atelier comme le représentant des employés dans chacune des sections de l'usine, tel qu'indiqué à l'appendice A de cette convention, et le nom des délégués d'atelier et des sections qu'ils représentent seront donnés par l'Union à la Compagnie par écrit. L'Union avertira par écrit la Compagnie de tout changement de personnel portant sur les délégués d'atelier tels délégués d'atelier devront avoir à leur crédit un minimum d'une année de service auprès de la Compagnie, excepté dans des cas spéciaux, après entente entre les parties. Si de nouveaux départements sont organisés, il y aura des délégués d'atelier additionnels nommés de consentement mutuel.

b) La Compagnie reconnaîtra un Comité de griefs composé de pas plus de trois représentants élus par les membres de l'Union, qui peuvent être aidés par le délégué d'atelier concerné dans le grief et/ou l'employé concerné, s'il y a lieu.

c) La procédure suivante devra régir le règlement des différends:

PREMIEREMENT: L'employé concerné ou son délégué d'atelier avec l'employé concerné si nécessaire, discuteront la plainte avec le contremaître du département en question. Cependant dans l'absence du délégué d'atelier régulier, il peut être remplacé, pendant son absence temporaire, par un membre du comité de griefs.

DEUXIEMEMENT: Si l'on n'en vient pas à un règlement, la plainte devra être soumise au gérant de département par un membre du Comité de griefs et le délégué d'atelier et, sur demande de l'une ou l'autre des parties, elle sera soumise par écrit. Tous les griefs par écrit seront signés par l'employé ou le groupe d'employés concernés, ou le délégué d'atelier, s'il s'agit d'un grief concernant un département entier. Le gérant du département rendra sa décision dans un délai de deux (2) jours ouvrables.

TROISIEMEMENT: Si on n'en vient pas à une entente, la plainte sera alors présentée au surintendant de la division par un membre du Comité de griefs et le délégué d'atelier concerné. Le surintendant de la division rendra sa décision dans un délai de trois (3) jours ouvrables.

QUATRIEMEMENT: Si l'on n'en vient pas à une entente avec le surintendant de la division, la plainte pourra être soumise au gérant de l'usine et/ou son représentant par le Comité de griefs, lequel peut être accompagné, si les deux parties sont consentantes, par le délégué d'atelier concerné dans le grief et/ou l'employé concerné, s'il y a lieu.

c) La procédure suivante devra régir le règlement des différends:

PREMIEREMENT: L'Employé concerné ou son délégué d'atelier avec l'employé concerné, si nécessaire, discuteront la plainte avec le contremaître du département en question. Cependant, dans l'absence du délégué d'atelier régulier, il peut être remplacé, pendant son absence temporaire, par un membre du comité de griefs.

DEUXIEMEMENT: Si l'on n'en vient pas à un règlement la plainte devra être soumise au gérant de département par un membre du Comité de griefs et le délégué d'atelier et, sur demande de l'une ou l'autre des parties, elle sera soumise par écrit. Tous les griefs par écrit seront signés par l'employé ou le groupe d'employé concernés, ou le délégué d'atelier, s'il s'agit d'un grief concernant un département entier. Le gérant du département rendra sa décision dans un délai de deux (2) jours ouvrables.

TROISIEMEMENT: Si on n'en vient pas à une entente, la plainte sera alors présentée au surintendant de la division par un membre du Comité de griefs et le délégué d'atelier concerné. Le surintendant de la division rendra sa décision dans un délai de trois (3) jours ouvrables.

QUATRIEMEMENT: Si l'on n'en vient pas à une entente avec le surintendant de la division, la plainte pourra être soumise au gérant de l'usine et/ou son représentant par le Comité de griefs, lequel peut être accompagné, si les deux parties sont consentantes, par le délégué d'atelier et l'employé ou les employés concernés. Le Comité de griefs aura le droit d'être représenté par des représentants internationaux dûment autorisés. Le gérant de l'usine rendra sa décision dans les cinq (5) jours ouvrables qui suivront la présentation du grief, mais ce délai sera prolongé d'un nombre de jours égal à toute période d'absence du gérant de l'usine suivant la réception de l'appel de l'Union. Toutefois, le délai ne pourra pas être prolongé au delà de cinq (5) jours ouvrables additionnels.

d) Toutes les décisions prises par la Compagnie et l'Union finales et lieront la Compagnie, l'employé ou groupe d'employés concernés.

e) Les griefs dans le sens de la procédure relative aux griefs ne consisteront que des disputes se rapportant à l'interprétation et application des articles de cette convention, aux conditions de travail, aux prétendus abus de discrétion par les contremaîtres ou surveillants dans le traitement des employés et aux renvois, excepté quand l'employé à moins de trois mois de service avec la Compagnie, mais dans ces cas l'Union sur demande, sera avisée des raisons du renvoi.

f) La Compagnie fournira toute opportunité raisonnable à tout délégué d'atelier ou membre du Comité de griefs de diriger toute affaire autorisée par cette convention et si, pour telle fin, il est nécessaire que ce membre d'absence temporairement de son travail, la permission de ce faire ne sera pas refusée sans raison, sur demande à son contremaître. Un tel employé devra se rapporter à son contremaître à son retour au travail.

g) Si l'on n'en est venu à aucune entente après avoir suivi la procédure de griefs, l'une ou l'autre des parties aura le droit, pour des griefs autres que ceux résultant de l'article 15, section 3 "Travail à la pièce" de demander la constitution d'un tribunal d'arbitrage en vertu des dispositions de la Loi des différends ouvriers de Québec, S.R.Q. 1941, chapitre 167, et ses amendements.

h) Durant les six mois qui suivront la date de la signature de ce contrat, les griefs se rapportant à l'interprétation, la construction ou l'application des provisions de l'article 15, section 3 "Travail à la pièce" paragraphes a) b) c) d) h) qui ne peuvent être ajustés avec satisfaction en suivant la procédure de griefs, seront soumis à Alan Herrgen comme arbitre permanent pour une décision finale et obligatoire.

L'arbitre permanent en jugeant ces griefs sera expressément obligé d'appliquer les provisions de l'article 15, section 3 "Travail à la pièce" paragraphes a) b) c) d) h), et il n'aura aucun pouvoir ou juridiction de modifier, ajouter à, changer ou en aucune manière ne pas appliquer les provisions de ladite section en jugeant ces griefs.

Si l'une ou l'autre des parties désire changer d'arbitre ou discontinuer cette manière de régler les différends en vigueur après ladite période de six mois, elle devra aviser l'autre partie en dedans des trente jours précédant la date d'expiration de ladite période de six mois; dans tel cas, les parties devront essayer de s'entendre sur le choix d'un arbitre suppléant ou une autre méthode de régler les différends comme le cas peut être. Au cas où il n'y aurait pas d'entente à ou après la fin de ladite période de six mois, les griefs devront être réglés en conformité avec la Loi des différends ouvriers de Québec, (1941) et ses amendements.

L'Union devra aviser la Compagnie en dedans de quinze (15) jours après que la décision du gérant de l'usine aura été donnée qu'elle désire, en vertu de l'article 15, section 3 "Travail à la pièce", paragraphes a) b) c) d) h) soumettre ce grief à l'arbitrage.

Tous les frais d'arbitrage seront payés également par les deux parties.

i) Pour le temps autorisé durant leurs heures de travail régulières pour le règlement d'un grief, la compagnie paiera les délégués d'atelier et les membres du comité de griefs à un taux égal à la moyenne de leur salaire pour la semaine précédente sous réserve que pour les membres du comité de griefs ce taux n'excédera pas la moyenne des gages des employés dans le grade de travail de l'individu qui est membre du comité de griefs.

j) Les membres du comité de griefs pourront entrer dans tout département de l'usine pour discuter une interprétation de la convention après avoir obtenu la permission, qui ne sera pas refusée sans raison valable, du gérant de département concerné.

ARTICLE 5

Suspensions et Congédiements

a) Au moment d'une suspension ou d'un congédiement un employé sera immédiatement envoyé au bureau du Personnel et alors, s'il le désire il pourra y demeurer jusqu'à ce qu'il ait eu l'avantage d'expliquer son cas à son délégué d'atelier ou à un membre du Comité de griefs, après quoi il devra quitter la propriété de la Compagnie. Si l'Union désire s'opposer à la suspension ou au congédiement un grief peut être soumis par le délégué d'atelier accompagné d'un membre du comité de griefs au contremaître du département concerné et au gérant du personnel. Si l'on n'en vient à aucune entente, le grief sera mis par écrit et pourra être soumis au gérant de l'usine et/ou son représentant. Comme faisant partie du grief pour suspension ou congédiement, un employé peut réclamer tout son salaire à compter de la date de la suspension ou du congédiement s'il est réinstallé.

b) Un grief pour suspension ou congédiement doit être présenté dans un délai de dix (10) jours ouvrables à compter de la date de la suspension ou du congédiement.

ARTICLE 6

Ancienneté

a) L'ancienneté de tous les employés au service de la Compagnie à compter du 1er octobre 1948 sera déterminée pour tout le temps, consécutif ou non, qu'ils auront travaillé pour la Compagnie.

L'ancienneté de tous les employés qui ne seront pas au service de la Compagnie à partir de cette date sera annulée et l'ancienneté de tous les employés entrant au service de la Compagnie après le 1er octobre 1948 sera calculée de la date à laquelle ils auront été engagés sujet aux dispositions du paragraphe (b) de la clause 5.

b) Les règles d'ancienneté s'appliqueront à tous les employés visés par cette convention, avec les exceptions suivantes:

1. Les apprentis n'auront d'ancienneté qu'entre eux pourvu que lorsqu'ils finiront leur apprentissage on portera à leur crédit leur temps de service avec la Compagnie durant leur apprentissage.

2. Les employés qui, en tant qu'anciens membres des forces armées peuvent avoir droit à une considération spéciale quant à leur ancienneté et leur rétablissement, selon les dispositions de la Loi de rétablissement à l'emploi civil de 1942, telle qu'amendée.

3. Les employés devenus incapables en raison d'accidents subis au service de la Compagnie ou en raison de leur âge ou d'infirmités, que la Compagnie pourra à son gré, exempter des dispositions concernant l'ancienneté et à qui elle pourra accorder la préférence en ce qui concerne le travail qu'ils pourront accomplir. Si, dans ces circonstances, un employé est réduit à un grade inférieur il sera payé au moins le taux-milieu (mid-point) du grade de travail plus bas dans lequel il est placé. Un employé ainsi déplacé par l'employé ci-haut mentionné sera régi par les clauses de l'article 8. Congédiement et Réengagement.

4. Les employés qui sont utiles à la Compagnie à cause de leur entraînement spécial ou de leur compétence spéciale.

Dans le cas de controverse avec l'Union tant qu'à l'entraînement spécial ou la compétence spéciale des employés concernés, la question sera soumise à la procédure relative aux griefs tel qu'énoncé à l'article 4.

5. Les employés qui ont moins de trois mois consécutifs de service auprès de la Compagnie; cependant, quand ils auront complété la période d'essai de trois mois, leurs droits d'ancienneté seront calculés à compter du premiers jour de leur emploi.

6. Les membres de l'Exécutif de l'Union et du comité de griefs qui seront les derniers à être congédiés de leur occupation et grade de travail et les délégués d'atelier qui seront les derniers à être congédiés de leur département.

7. Tout employé qui a déjà occupé une position actuellement sujette à la convention et qui par la suite occupé un poste non sujet aux conditions de la convention, retiendra et accumulera son ancienneté pour l'entière durée de son service avec la Compagnie tout comme s'il avait occupé continuellement une position sujette aux clauses de la Convention.

En retournant ces employés à un poste qui est sujet aux conditions de la convention ils seront régis par les clauses de l'Article 8, sauf qu'ils auront droit à la position du plus haut grade de travail pour laquelle ils sont qualifiés. Si leur service est de moins de cinq ans, ils auront droit à la position du plus haut grade de travail pour laquelle ils sont qualifiés, dans leur propre département ou dans le département d'où ils ont été transférés.

c) La Compagnie fournira à l'Union une copie de la liste d'ancienneté, laquelle comprendra le grade de travail de chaque employé. Toute révision de cette liste sera faite par l'Union après examen de la liste de la Compagnie.

ARTICLE 7

Perte d'ancienneté

a) Un employé perdra son ancienneté dans les cas suivants:

1. S'il se met en grève sans avoir préalablement observé la procédure pour le "Règlement des différends".

2. S'il est congédié pour cause, sous réserve de son droit d'appel en vertu du paragraphe (a) de l'article 5.

3. S'il quitte volontairement.

4. S'il s'absente de son travail pendant cinq (5) jours ouvrables consécutifs sans permission, à moins qu'il ne puisse donner une raison satisfaisante à la Compagnie pour ne pas s'être rapporté au travail.

5. S'il ne retourne pas au travail au cours des sept (7) jours consécutifs suivants un appel par avis personnel envoyé par messenger ou par avis envoyé à sa dernière adresse connue sous pli recommandé, à moins qu'il ne puisse donner une raison satisfaisante à la Compagnie pour avoir manqué de se présenter pendant le temps prescrit.

6. S'il est congédié pour manque de travail et une période d'un an s'écoule après que son nom a été rayé de la liste de paye; cependant, cette période peut être prolongée pour des périodes additionnelles d'un an si dans les deux (2) mois précédant immédiatement chaque anniversaire de la date de congédiement l'employé signe une demande, en duplicata, pour une telle prolongation. Cette demande devra être faite sur une formule que l'employé peut obtenir de la Compagnie durant cette période de deux mois soit en se présentant lui-même au bureau du personnel ou en écrivant. Une des copies sera transmise à l'Union. Toutefois, la période prolongée ne doit pas en aucun cas dépasser la durée du service de l'employé auprès de la Compagnie.

ARTICLE 8

Congédiement et Réengagement

a) Pour tous les employés qui ont moins de cinq ans de service l'ordre de congédiement, pourvu que les employés gardés soient qualifiés pour faire le travail disponible d'une façon satisfaisante, sera comme suit.

1. L'employé qui a le moins d'ancienneté dans une occupation où il y a un superflu de main-d'oeuvre dans le département tel que déterminé par l'occupation dans laquelle l'employé est classé, sera déplacé.

2. A l'employé ainsi déplacé de l'occupation où il y a superflu de main d'oeuvre on assignera, s'il est qualifié pour accomplir le travail, la position de l'employé junior dans son propre grade de travail ou dans les grades de travail inférieurs par ordre dans le département.

3. A l'employé ainsi déplacé on assignera, s'il est qualifié pour accomplir le travail la position de l'employé qui aura le moins d'ancienneté dans le département.

4. L'employé avec le moins d'ancienneté dans le département sera congédié.

b) Pour tous les employés qui ont cinq ans ou plus d'années de service l'ordre de congédiement, pourvu que les employés retenus soient qualifiés pour accomplir le travail disponible d'une façon satisfaisante, sera comme suit:

1. L'employé avec le moins d'ancienneté dans une occupation où il y a un surflu de main d'oeuvre dans le département sera déplacé.

2. Chaque employé aura le droit de rester dans son propre département et d'y occuper la position de l'employé junior qui a le grade de travail le plus élevé, pourvu que ce grade ne soit pas plus élevé que le sien; ou de se servir de l'ancienneté dans toute l'usine:

La décision d'exercer ses droits d'ancienneté dans son propre département ou dans toute l'usine devra être prise aussitôt que l'on saura quelles positions sont disponibles.

L'ancienneté dans toute l'usine étant un transfert à la position de l'employé junior dans l'usine dans son propre grade de travail ou dans un grade de travail moins élevé par ordre.

Si le travail de l'employé junior dans toute l'usine est considéré comme faisant partie d'un métier ou encore d'un ouvrage de commis de bureau, et que l'employé n'est pas qualifié pour accomplir ces ouvrages, il aura le droit de déplacer l'employé junior suivant dans toute l'usine dans son propre grade de travail ou dans son propre grade de travail ou dans les grades de travail inférieurs par ordre.

3. Si l'employé déplacé à moins de cinq ans d'ancienneté ses droits seront les mêmes que ceux décrits au paragraphe (a) ci-haut.

c) En aucun cas un employé ne remplacera un autre employé qui a plus d'ancienneté et en aucun cas un employé ne sera promu pour remplacer un employé dans un grade de travail plus élevé qui a moins d'ancienneté.

d) Quand un employé accepte une position dans un autre département pour éviter d'être congédié pour manque de travail, il maintiendra tous ses droits d'ancienneté dans la compagnie, mais l'ancienneté départementale ne sera admise dans la nouvelle position que lorsqu'il aura été établi qu'il est qualifié pour accomplir le travail disponible d'une façon satisfaisante. Cependant, on considérera la possibilité de retourner cet employé à sa position antérieure si cette position redevient vacante.

e) Toute exception à la procédure stipulée dans cette clause sera sujette à entente mutuelle.

f) Un congédiement temporaire à cause du manque de matériel ne constituera pas un congédiement tel que prévu aux sections (a) ou (b) du présent article, excepté si ce congédiement temporaire excède quinze (15) jours ouvrables consécutifs.

g) L'ordre de réengagement après congédiement par suite du manque de travail sera déterminé sur une base d'ancienneté parmi les employés qualifiés pour faire l'ouvrage disponible d'une façon satisfaisante.

ARTICLE 9

Transferts

Quand un employé est transféré d'un département à un autre (soit pour accommoder la Compagnie ou à la demande de l'employé) il conservera son rang dans son ancien département pour une période de six mois, après quoi ses droits d'ancienneté dans son département antérieur prendront fin et il lui sera accordé, à la fin de cette période de six mois, son rang d'ancienneté intégral auprès de la Compagnie dans son nouveau département.

ARTICLE 10

Promotions

a) Quand une position vacante pour travail à la journée dans les grades A, B, C ou D doit être remplie par promotion, un avis sera affiché dans toute l'usine et tout employé dans le même grade de travail mais dans une autre occupation ou dans un grade de travail plus bas pourra faire une demande pour cette position au département du personnel par l'intermédiaire de son contremaître.

b) Quand une position vacante pour travail à la pièce ou une position vacante pour travail à la journée grade E doit être remplie par promotion, un avis sera affiché dans le département où il y a une ouverture et tout employé dans le même grade de travail mais dans une autre occupation ou dans un grade de travail moins élevé dans ce département pourra faire une demande pour la position vacante auprès de son contremaître.

c) Si, parmi les applicants qui font une demande conformément aux provisions susmentionnées, il y en a plusieurs qui ont l'habileté et les qualifications nécessaires, l'ancienneté sera le facteur déterminant pourvu que l'habileté et les qualifications soient substantiellement égales. La Compagnie décidera de l'habileté et des qualifications de l'applicant. Si l'Union prétend que la Compagnie, en prenant sa décision sur les qualifications et l'habileté, n'a pas considéré d'une façon équitable tous les applicants, alors une telle prétention pourra être soumise à la procédure relative aux griefs.

d) Quand une position vacante doit être remplie par promotion, des avis seront affichés pour une période de deux jours ouvrables.

e) Les provisions de cet article s'appliqueront seulement aux premières vacances et ne s'appliqueront pas aux vacances créées par des promotions.

f) Une promotion veut dire seulement un transfert à une position affichée.

g) Aucune clause de cet article empêchera la Compagnie, avant d'afficher une position, de déplacer un employé latéralement dans le même grade de travail, quelle que soit son occupation.

h) Une position qui est dite temporaire et est remplie par un employé d'un grade de travail inférieur, ne devra plus être considérée comme temporaire après une durée de 45 jours, et à la fin de cette période, sera sujette à être affichée.

ARTICLE 11

Heures supplémentaires et primes

a) Tout travail exécuté après neuf (9) heures de travail par jour et le samedi sera payé temps et demi, et tout travail exécuté le dimanche sera payé temps double sauf tel que prévu aux paragraphes (b) et (c).

b) Les gardiens seront payés temps et demi seulement après avoir complété quarante-cinq (45) heures dans toute semaine régulière de travail sans égard au travail fait le samedi ou le dimanche. Le travail fait la septième journée consécutive sera payé temps double.

c) Les préposés à la centrale d'énergie seront payés temps et demi après avoir complété (9) heures dans toute journée ou quarante-cinq (45) heures dans toute semaine régulière de travail.

Double temps devra être payé pour tout travail fait pendant la période de vingt-quatre heures qui suit immédiatement leur semaine régulière de travail.

d) Si un employé a droit à des paiements supplémentaires en vertu de plus d'une provision de cette convention, dans toute semaine de travail, il sera rémunéré pour ces heures supplémentaires au taux le plus élevé spécifié dans une provision applicable, mais il n'aura pas droit à une prime additionnelle supplémentaire en vertu de toute autre provision.

e) Les employés, à l'exception des gardiens, seront payés une prime de dix (10¢) par heure pour chaque heure travaillée entre 6 p.m. et 7 a.m. à l'exception des heures pendant lesquelles l'employé est payé une prime de surtemps.

f) Les heures de travail des employés appelés à accomplir des travaux d'urgence en dehors de leur travail régulier devront être classées et payées comme temps supplémentaire. Quel que soit le nombre de ces heures de travail, l'employé devra recevoir au moins l'équivalent de quatre (4) heures de salaire au taux régulier. Cette clause ne s'applique pas aux gardiens en fonctions de midi à 1 heure p.m. car cette heure sera considérée comme faisant partie de leur semaine régulière de travail et devra être payée au taux régulier.

g) Un employé à qui la Compagnie ordonne de se présenter au travail au commencement de sa période de travail régulière ou à quelque autre moment désigné par la Compagnie, mais à qui on ne fournit pas de travail pour au moins quatre (4) heures, recevra quand même quatre (4) heures de paye. Ceci ne s'appliquera pas, toutefois, dans le cas où le travail qu'il ou qu'elle doit exécuter est empêché ou interrompu par une panne de machinerie, le feu, une grève ou autre force majeure indépendante de la Compagnie ou en cause du manque ou du refus des autres employés de se présenter au travail ou de l'exécuter.

h) Si un employé est blessé durant son travail, et que cette blessure nécessite le paiement à l'employé d'une compensation par la Commission des accidents du travail, la paye régulière pour la journée quand l'accident se produit lui sera payée par la Compagnie, sauf si la Commission des accidents du travail a déjà inclus de jour de paye dans leur calcul du règlement final de la compensation.

i) Il n'y aura d'heures supplémentaires de travail que dans le cas de nécessité et ces heures devront être distribuées aussi également que possible parmi les employés du ou des départements concernés, capables de faire le travail requis.

j) Aucun contremaître ou surveillant au-dessus du niveau de contremaître n'accomplira de travail de production, excepté le travail d'expérimentation sur les machines, sauf le cas où ce travail fait partie de son travail de surveillance ou dans les cas d'urgence. Ils ne remplaceront pas les employés réguliers à moins que ces employés ne soient pas disponibles.

ARTICLE 12

Horaires des Equipes

a) Si les changements sont faits par la Compagnie dans les équipes ou dans l'horaires des heures d'ouvrage, à l'exclusion du nombre d'heures qui doivent être données et que l'Union s'objecte à ces changements, le tout sera discuté par les autres parties selon la procédure pour le règlement des griefs.

b) Si un officier de l'Union occupe une position sur une équipe autre que la première et que cet officier de l'Union à cause qu'il travaille sur une équipe autre que la première ne peut pas remplir ses devoirs comme officier de l'Union d'une manière efficace, alors, dans un tel cas, la Compagnie, à la demande de l'Union, transférera cet officier de l'Union sur la première équipe.

ARTICLE 13

Congés

a) La Compagnie reconnaît les congés suivants:

Jour de l'An
Vendredi Saint
St-Jean Baptiste
La Confédération
La Fête du Travail
Le jour de l'Action de Grâces
Noël

b) Quand un tel jour tombe un dimanche et si le lundi suivant est férié dans la province de Québec, alors, pour les fins de cette convention, ce lundi sera reconnu ou considéré comme un congé, suivant le sens de cette convention.

c) Tout employé, soit à la pièce soit à la journée, qui a été continuellement à l'emploi de la Compagnie pendant au moins les 3 mois précédant immédiatement un tel congé et n'est pas absenté de son travail le jour du congé (s'il devait travailler ce jour-là), ni le jour de travail précédant immédiatement le congé, recevra sa paye pour un tel congé; il y aura exception en ce qui concerne le lendemain du jour de l'An où il n'y aura pas de pénalité pour absence relativement aux employés qui avertiront leur gérant de leur intention de s'absenter du travail ce jour-là.

Tout employé qui a 3 mois ou plus d'ancienneté à son crédit et est rappelé à l'ouvrage après une mise-à-pied aura droit à tous les privilèges de cet article.

d) La paye pour ces congés sera calculée en multipliant le nombre d'heures dans la journée ouvrable, à l'exclusion des heures de surtemps, existant au moment de ce congé par la moyenne de gains réguliers des employés pour les quatre premières des six listes de paye précédentes.

e) Lorsqu'il y a exception à cette règle, en vertu de laquelle un employé se voit accorder une permission spéciale de s'absenter le jour précédent ou le jour suivant le congé, une permission signée par le contremaître et approuvée par le gérant de l'usine ou son représentant devra être présentée pour obtenir le paiement de la paye du jour de congé.

f) Les employés qui auraient autrement droit à la paye des jours de congé et qui sont absents du travail pour cause de maladie, recevront cette paye des jours de congés s'ils présentent une preuve de maladie. Cependant, cette paye ne sera pas donnée à tout

employé qui a été absent pour cause de maladie pendant plus de vingt-six (26) semaines sans interruption avant le congé.

g) Tout travail accompli les jours de congé mentionnés dans cet article sera rémunéré au taux de temps et demi. Cette paye sera en sus de la paye ordinaire pour jour de congé, prévu à cet article. En choisissant les employés qui doivent travailler un jour de congé, la Compagnie prendra en considération les employés d'égale habileté qui désirent travailler. Si, toutefois, aucun employé apte à accomplir le travail ne veut travailler, la Compagnie peut ordonner à tel employé de travailler et, faute par cet employé de ce faire sans raison valable, il ou elle se verra enlever sa paye de congé.

h) Les jours de fête religieuse suivants:
Epiphanie
Ascension
Toussaint
Immaculée-Conception

la Compagnie permettra à tout employé qui le désire de se rendre au travail à 8 heures a.m. Cependant, le temps perdu sera aux frais de l'employé.

ARTICLE 14

Vacances

a) Une période de vacances annuelles payées sera accordée à tous les employés, selon les ordonnances de la Commission, du Salaire minimum de la province de Québec.

b) Une deuxième semaine de vacances payée sera accordée à tous les employés qui auront complété 5 années de services ou plus avec la Compagnie, avant le 30 septembre de l'année durant laquelle les vacances seront accordées, la dernière année doit être continue.

Une troisième semaine de vacances payée sera accordée à tous les employés qui auront complété 15 années de services ou plus avec la Compagnie, avant le 30 septembre de l'année durant laquelle les vacances seront accordées, la dernière année doit être continue.

c) La paye des vacances des employés éligibles pour la deuxième et troisième semaine de vacances sera calculée aux taux de 4% et 6% respectivement des gages gagnés durant la période s'étendant du 1er mai au 30 avril suivant.

d) A la fin de son emploi auprès de la Compagnie, un employé recevra une compensation de vacances en conformité avec les ordonnances de la Commission du Salaire minimum de la province de Québec. Cependant, si un employé a droit à une deuxième ou troisième semaine de vacances et est renvoyé pour manque d'ouvrage ou est forcé de démissionner pour cause de maladie, on lui remettra alors la paye de vacances d'après les stipulations des ordonnances susmentionnées, sauf que cette paye sera calculée sur des bases de 4% ou 6%, selon le cas, au lieu de 2%.

e) La période de vacances sera accordée durant la période de mai à septembre, inclusivement, aux temps fixés et déterminés par la Compagnie. Ces jours de vacances seront en plus des dimanches et congés déjà spécifiés.

f) Si les vacances sont accordées à tous les employés en même temps, c'est-à-dire, si la Compagnie ferme l'usine pour la période des vacances, la date des vacances, sera décidée et affichée au moins un mois à l'avance, si possible. Sujet aux besoins de la production, préférence sera donnée aux employés avec le plus d'ancienneté dans la distribution des vacances en dehors de la période régulière de vacances.

ARTICLE 15

Salaires

1. Ce qui suit est un barème des taux de salaires devant rester en effet pour la durée de cette convention sujet aux clauses de l'Article 17. Le barème des salaires correspond aux grades de travail qui sont déterminés par l'évaluation des tâches calculées et approuvées par la Compagnie et l'Union. Des changements peuvent être faits dans la classification des employés pour assurer qu'ils sont assignés à la position qu'ils doivent avoir. Les positions seront changées de leur grade de travail existant seulement si une erreur est faite dans l'évaluation de la portée de cette position en conformité avec le plan d'évaluation des tâches actuellement en effet. Dans le cas de la création de nouvelles positions ou dans le changement de la portée d'une position ex-

istante une nouvelle classification sera préparée à la satisfaction des deux parties et deviendra effective et sera payée à compter de la date à laquelle:

- a) un grief écrit est soumis à l'effet qu'un employé est incorrectement classifié ou n'est pas classifié, s'il y a entente entre la Compagnie et l'Union en dedans de trente (30) jours de la date du grief.
- b) le Ministère du Travail avise la Compagnie que l'Union lui a demandé d'intervenir dans le différend.

2. TRAVAIL À LA JOURNÉE

- a) Taux applicables pour les grades de travail à la journée.

Grade de travail	HOMMES		FEMMES	
	Min.	Max.	Min.	Max.
A	1.53	1.63	1.34	1.44
B	1.42	1.52	1.23	1.33
C	1.31	1.41	1.12	1.22
D	1.21	1.30	1.02	1.11
E	1.11	1.20	.92	1.01
F	1.02	1.10	.83	.91

Barème des taux applicables aux jeunes

Le barème des taux suivants s'appliquera aux employés de moins de 18 ans, à moins qu'ils fassent un ouvrage classifié alors ces employés seront payés au taux établi pour le grade de travail de cette position.

AGE	HOMMES	FEMMES
15 - 15½	.70	-
15½ - 16	.75	-
16 - 16½	.80	.66
16½ - 17	.85	.69
17 - 17½	.90	.73
17½ - 18	.95	.77

Barème des taux applicables aux apprentis

	Outilleurs	Ajusteurs (Steamfitters Ferblantiers Briqueurs)
Les premiers 6 mois	.77	.77
Les deuxièmes "	.82	.77
Les troisièmes "	.87	.87
Les quatrièmes "	.92	.87
Les cinquièmes "	.98	.97
Les sixièmes "	1.04	.97
Les septièmes "	1.10	1.07
Les huitièmes "	1.16	1.07

- b) Le cas de tous les employés à la journée sera examiné au mois de février 1954 et 1955 en vue d'augmentations possibles basées sur le mérite.

Si un employé à la journée est transféré à une autre position à la journée à cause de manque de travail, il pourra retenir toute augmentation pour mérite qu'il a reçue allant jusqu'au taux-milieu du grade de travail de sa nouvelle occupation. Dans les trois mois qui suivront la date du transfert, tous les employés, qui recevaient un salaire au-dessus du taux-milieu de leur grade de travail, seront considérés pour augmentations possibles.

- c) Un employé appelé à accomplir un travail classifié à un taux plus élevé que le sien sera payé conformément au taux établi pour cet ouvrage.

- d) Un employé qui, pour accommoder la Compagnie, est transféré sur une base temporaire à un travail qui paie moins et qu'il ne fait pas habituellement, sera payé à son taux régulier.

e) Les chefs de groupes dans le grade de travail A seront payés cinq (5¢) en surplus du taux maximum.

3. a) TRAVAIL A LA PIECE

Il est entendu que la Compagnie va continuer à installer, employer et appliquer son système actuel d'expectative pour travail à la pièce qui fut adopté le 1er janvier 1948 et qu'elle va continuer à établir les taux de travail à la pièce ainsi que les principes et formules de ce système (y compris la conception de l'effort normal tel qu'illustré dans les films d'entraînement employés dans les cours de la Compagnie donnée aux chronométreurs (Time Study Men) de la même façon qu'elle le fait depuis le 1er janvier 1948.

b) La Compagnie est d'avis qu'un opérateur normal lorsque travaillant sur du travail à la pièce à un taux normal d'expectative et dans des conditions normales peut s'attendre à gagner 25% au-dessus du taux de base pour le grade de travail dans lequel la position est classifiée.

Les ouvriers à la pièce seront assurés le taux de base du grade de travail de leur opération, à l'exception des commençants tel que stipulé à la clause E de cette section. Ils recevront une compensation additionnelle en proportion directe de la somme de travail accompli.

c) Quand un employé sera chronométré (timed) il en sera avisé et la Compagnie, sur demande de l'employé, avisera cet employé du degré d'effort qu'il a d'après l'étude. Après qu'un taux de travail à la pièce aura été établi, la Compagnie, sur demande des employés concernés, montrera à ces employés leurs chronométrages respectifs.

d) Les taux des employés pour travail à la pièce seront les suivants:

Grade de travail	HOMMES		FEMMES	
	Expectative pour rendement supérieur	Taux de Base	Expectative pour rendement supérieur	Taux de Base
C	.99	.79	-	-
D	.94	.75	.76	.61
E	.88	.70	.70	.56
F	.83	.66	.64	.51

Une augmentation de 33 sous par heure pour les hommes et de 29 sous pour les femmes sera ajoutée à l'expectative pour rendement supérieur des employés.

e) Commencants veut dire les nouveaux employés et ils seront normalement engagés au taux minimum du grade F. Les ouvriers à la pièce, après trois mois d'emploi, seront assurés le taux de base du grade de travail dans lequel leur ouvrage est classifié.

f) Les taux établis après la signature de cette convention qui seront corrigés pour cause d'erreur dans le chronométrage (étude du temps) seront rétroactifs à la date de la présentation du grief. Tous les autres taux qui seront ajustés seront payés à compter de la date où le nouveau taux sera établi.

Sujets aux provisions de l'article 4, paragraphe "H", les taux à la pièce (sauf les taux temporaires) établis après le 1er janvier 1948 ne seront pas changés à moins qu'il y ait un changement d'opération, de méthodes, de matériaux, d'outillage ou d'arithmétique a été commise en déterminant le taux de travail à la pièce. S'il y a eu changement d'opération, de méthodes, de matériaux, d'outillage ou de qualité dans les positions où ces taux avaient été établis, les éléments qui ne sont pas affectés par le changement ne seront pas réévalués.

Si le taux de travail à la pièce ne produit pas l'expectative au-dessus du taux de base, la Compagnie, à la demande de l'Union, étudiera à nouveau l'ouvrage et, si nécessaire, modifiera le taux de travail à la pièce.

g) Sur demande, l'Union aura le droit de vérifier au bureau de la Compagnie les dossiers de tout chronométrage: l'Union pourra avoir un membre compétent du Comité de griefs ou un délégué d'atelier présent pour examiner tout nouveau chronométrage fait à la suite d'un grief de l'Union au sujet de chronométrage.

h) Quand, sans faute de sa part, un opérateur est empêché de faire une partie de ou son travail entier régulier et doit rester à sa place de travail sans recevoir d'autre travail, si ce temps additionnel d'attente excède 15 minutes pour chaque délai, il sera payé pour ce temps perdu au taux de base du grade de travail. Ce temps d'attente sera calculé seulement à compter du temps où l'employé avertira le contremaître du délai.

1) La Compagnie paiera aux ouvriers à la pièce un taux basé sur la moyenne de salaire à l'heure gagnée par l'individu dans la semaine précédente dans laquelle son salaire pour travail à la pièce constitue plus que la moitié de son salaire plutôt que le taux de base garanti dans les cas suivants:

1. Pour le temps passé, à la demande de la Compagnie, à entraîner un autre employé.
2. Pour le travail expérimental ou de mise au point quand une méthode a été changée et des outils sont essayés ou ajustés.
4. Lorsque le travail qu'un employé accomplit normalement est encore requis, mais l'employé est transféré, sur une base temporaire, pour accommoder la Compagnie, à des occupations qu'il ne remplit pas d'habitude.
5. Quand il n'est pas pratiqué d'employer le taux à la pièce établi à cause de petites quantités de morceaux.
6. Pour un travail d'un nouveau genre qui normalement serait un travail à la pièce mais pour lequel aucun prix n'a été fixé.

j) Sur demande ou remettra à chaque employé à la pièce les détails servant de base à l'établissement de son salaire afin qu'il puisse vérifier des erreurs possibles.

ARTICLE 16

Absence avec Permission

a) Les employés élus ou nommés délégués de l'Union, dont le nombre ne devra en aucun temps dépasser huit (8) recevront la permission de s'absenter de façon raisonnable, sans paye, aux fins d'assister à des assemblées de l'Union ou toute autre affaire de l'Union, pourvu que leurs demandes pour ces permissions soient transmises à l'administration de la Compagnie au moins trois (3) jours avant le premier jour de l'absence est pour un jour ou moins, la permission ne sera pas déraisonnablement refusée sur application au contremaître, si la demande est faite avant leur départ de l'usine.

b) Tout employé élu officier permanent de l'Union aura, pendant le terme de ses fonctions, mais sans excéder un an, la permission de s'absenter sans paie et sans perdre ses droits d'ancienneté. Cet employé sera réintégré dans sa position antérieure si elle est en vigueur, ou, à défaut de ceci, une autre position dans le même grade de travail.

ARTICLE 17

Expiration de la Convention

La présente convention sera à compter du 5 octobre 1953 et demeurera en vigueur pour une durée de deux ans jusqu'au 4 octobre 1955 et elle se prolongera alors d'année en année à moins que l'une des deux parties à ladite convention ne donne avis par écrit à l'autre au plus soixante jours et au moins 30 jours avant la date d'expiration de ladite convention.

Les parties toutefois, sont d'accord que l'une ou l'autre partie peut demander une révision qui augmenterait ou réduirait l'échelle de salaire au paragraphe (a) section 2 de l'article 15 et le paragraphe (d) section 3 de l'article 15 de cette convention. Toute demande de révision aux taux en vigueur ne pourra se faire avant le 5 octobre 1954. Aucun autre changement dans les conditions et règlements de cette convention pourra être demandé en aucun temps durant la durée de la convention.

Au cas où une des parties désirerait faire une telle demande, elle donnera à l'autre partie avis par écrit au plus 60 jours et au moins 30 jours avant le 4 octobre 1954.

Si l'on n'en vient pas à une entente, l'une ou l'autre des deux parties aura le droit de faire appel à un tribunal d'arbitrage en vertu des dispositions de la Loi des différends ouvriers de Québec, S.R.Q. 1941, chapitre 167, et ses amendements. Le seul sujet qui sera considéré devant ce tribunal d'arbitrage sera le litige sur les salaires.

Si les deux parties ne peuvent s'entendre à la suite de la décision rendue par le tribunal d'arbitrage la Compagnie pourra déclarer une contre-grève et l'Union pourra déclarer une grève après une période d'attente de 14 jours. S'il y a contre-grève ou grève, toutes les clauses et conditions de cette convention redeviendront en vigueur et resteront en vigueur jusqu'à ladite date d'expiration, exception faite des taux tels qu'ils auraient pu être révisés par une entente entre les deux parties à ou avant la fin de ladite contre-grève ou grève.

Datée à St-Jean, P.Q. ce deuxième jour d'octobre 1953.

EN FOI DE QUOI nous avons apposé nos signatures et sceaux en bonne foi.

THE SINGER MANUFACTURING COMPANY

(signé) H.N. KARR,

Works Manager.

UNITED STEELWORKERS OF AMERICA
Local 3764

(signé) René Martin

Fred Guy

Roger Denis

R.-J. Lamoureux

APPENDICE "A"

Divisions de l'usine représentées par les
Délégués d'atelier

Départements	Nombre de délégués
1	2
2-3-4-5-6-7	1
8-9	1
10	1
11	1
12-13	1
14	1
15-16	1
17-18	1
19	1
20-21	1
22-23-31-41	1
25-26-27-28-47	1
29-30	1
33-34	1
35	1
37-40	1
44	1
46	2
52-53-62	1
60	1
61	1
63	1
64	1
65	1
66	2
67	1
69-70	1

AGREEMENT.

AGREEMENT entered into this 31st day of August 1951 between THE SINGER MANUFACTURING COMPANY, having a place of business in the Town of St. Johns Quebec (hereinafter called the Company, Party of the First Part, and the UNITED STEELWORKERS OF AMERICA, Local 3764 (Hereinafter called the Union) Party of the second part.-

ARTICLE 1. RECOGNITION.

- a) On September 7, 1946 the Quebec Labor Relations Board issued a certificate of recognition in favor of the United Steelworkers of America, Local 3764 to represent all the employees, dayworkers and pieceworkers, excepting foremen and confidential employees in the employ of the Singer Manufacturing Company St Johns P.Q., and it is agreed by both parties that the terms of this Agreement apply to the employees covered by this certificate.
- b) Attached to this agreement, Appendix A, is a list of supervisory and confidential employees who are exempt from the terms of this agreement.
- c) The Union will notify the Company in writing of the names of its executive officers, grievance committee and any duly empowered representatives of the international organization, or any changes thereof.-

ARTICLE 2. DEDUCTION OF UNION DUES.

- a) For the duration of this contract the Company agrees to deduct and remit monthly to the Secretary of Local 3764 the Union dues of \$2.00 from the earnings of all employees who are members of Local 3764 United Steelworkers of America in good standing on August 31st 1951 or become members after this date. The Union will furnish the Company with a certified list of its members in good standing on that date and subsequent lists of all employees who become members after that date.
- b) Such deduction shall be made from the last pay of each month.
- c) The Company agrees when remitting dues to forward to the Secretary of Local 3764 a list of those employees eligible for Union dues deduction for whom such deductions were not made during the month and a list of such employees who have left the service of the Company during the month. The Company will also supply the Union with a list of all departmental transfers for the month.
- d) Any employee who signifies after September 15, 1952 and before October 1, 1952 in writing to the Company that he is withdrawing from Union membership, will not have his dues deducted by the Company, subject to the conditions of paragraph (a) of this article. The names of such employees will be given to the Union by the Company.

ARTICLE 3 LOCKOUTS STRIKES DISCRIMINATION.

- a) During the continuance of this agreement, the Company agrees that there shall be no lockout and the Union agrees that there will be no slow-down strike, or other stoppage of work until the procedure for the "Settlement of Disputes" has been exhausted.-
- b) The Union agrees to instruct all Watchmen and Power House operating employees, who are members of the Union, to carry on such duties that are necessary for the safety and maintenance of the factory property regardless of any Union activity.-
- c) There shall be no discrimination, interference or restrictions exercised by the Company or its agents against any employee because of membership in a Union and the Union agrees that no intimidation, or coercion will be exercised to induce any of the Company's employees to become a member of the Union and will not solicit membership on Company time or distribute propaganda or transact any business of the Union on Company property or on Company time save such as is authorized by this Agreement.
- d) The Union shall have the right to post on notice boards such notices that are approved by the Works Manager or his representative.-

ARTICLE 4. GRIEVANCE PROCEDURE.

a) The Company will recognize Departmental Stewards as representatives of the employees in each of the plant sections as outlined in Appendix B, of this agreement and the names of the Stewards and the Sections they represent will be given to the Company in writing by the Union. The Union will notify the Company in writing of any change in personnel of the Department Stewards, such Stewards must have had minimum of one (1) year's service with the Company, except in special cases by mutual consent. If additional departments are organized additional Department Stewards shall be appointed by mutual agreement.-

b) The Company will recognize a Grievance Committee composed of not more than three representatives elected by members of the Union, who may be supplemented by the Departmental Steward Involved in the dispute and/or the aggrieved employee when necessary.-

c) The following procedure shall govern the settlement of disputes:

FIRST. The aggrieved employee or the department steward, with the aggrieved employee if necessary, shall discuss the complaint with the foreman of the department involved. However, in the absence of the regular department steward concerned, he can be replaced during his temporary absence by a member of the grievance committee.

SECOND. Failing settlement the complaint shall be presented to the foreman by one member of the Grievance Committee and the Department Steward, and on the request of either party, shall be reduced to writing. All written grievances shall be signed by the aggrieved employee or group of employees concerned or Steward if it is a general department grievance. The foreman will render his decision within two (2) working days.-

THIRD. Failing settlement the complaint shall then be presented to the Department Manager by one of the Grievance Committee and the Department Steward concerned. The decision of the Department Manager will be rendered within three (3) working days.-

FOURTH. Failing settlement with the Department Manager, the grievance may be presented to the Works Manager and/or his representative by the Grievance Committee who shall have the right to be represented by duly empowered international representatives. The decision will be rendered by the Works Manager within five (5) working days after his receipt of grievance, except that the time for the Works Manager's decision shall be extended by the number of days in any period of absence from the plant following receipt of the Union's appeal. However, the extension of time shall not exceed an additional five working days.-

d) All decision arrived at between the Company and the Union shall be final and binding upon the Company and the employee or group of employees.

e) Grievance within the meaning of the grievance procedure shall consist only of disputes concerning the interpretation and application of the clauses of this agreement, working conditions alleged abuses of discretion by foremen or supervisors in treatment of employees, and dismissals, except where the employee has less than three months service with the Company, but in these cases the Union will be given, upon request the reasons for discharge.-

f) The Company will afford reasonable opportunity to any department Steward or member of the Grievance Committee to conduct any business authorized by this agreement and if for such purposes it is necessary for such a member to absent himself temporarily from his work, permission to do so will not be unreasonably denied upon application to his foreman. Such an employee shall report to his foreman upon his return to duty.-

g) If no agreement is reached after following the grievance procedure either party shall have the right on grievances other than those arising under Article 15 Section 3 Piecework to apply for a Board of Arbitration under provisions of Quebec Trade Disputes Act R.S.Q? 1941 chapter 167 and its amendments.-

ARTICLE 4. Cont'd.-

h) During the six months following the signing of this contract grievances involving the interpretation, construction or application of the provisions of Article 51, Section 3 "Piecework" which cannot be satisfactorily adjusted under the grievance procedure shall be submitted to a permanent Arbitrator, for final and binding decision.-

The parties shall, by October 1st 1951 endeavour to agree upon a permanent Arbitrator who shall be an industrial engineer, skilled in time study and familiar with the basic features of the Company's present piecework incentive system.-

If the parties are unable by October 1st, 1951 to agree upon such a permanent Arbitrator, then the grievances referred to in paragraph "h" shall during the life of this contract, be subject to the grievance procedure under the provisions of the Quebec Trade Disputes Act, R.S.Q. 1941 Chapter 167 and its amendments.-

The permanent Arbitrator in deciding such grievances, shall be expressly bound to apply the provisions of Article 15, Section 3 "Piecework" and he shall have no power or jurisdiction to modify, add to, alter or in any manner fail to apply the provisions of said section in deciding such grievances. This method of arbitration may be continued after the six months trial period mentioned above by agreement of both parties.-

The Union must notify the Company within fifteen (15) days of rendering of the Work Manager's decision that the Union intends to take any such grievance under Article 15, section 3, "Piecework" to arbitration.-

All expenses of arbitration shall be borne equally by both parties.-

1) For time authorized during their regular working hours for settlement of grievances, the Company shall pay department stewards and members of the grievance committee a rate equal to their average earnings for the previous week except that for members of the Grievance Committee this rate shall not exceed the average earnings for all employees in the individual Grievance Committee Member's Labor Grade.-

j) Members of the Grievance Committee may enter any department of the plant to discuss an interpretation of contract, after obtaining permission which shall be unreasonably denied, from the department foreman concerned.-

ARTICLE 5. DISMISSALS.

a) On dismissal, an employee shall immediately be sent to the Time Office where if he desires, he may remain until he has had the opportunity of presenting his case to the steward or member of the grievance committee after which he shall leave the Company premises. If the union wishes to protest the discharge, a grievance may be presented by the Department steward with a member of the grievance committee. If no agreement is reached the grievance shall be reduced to writing and may be presented to the Works Manager and/ or his representative. The employee has the right, as part of the grievance on the discharge, to claim his back pay from the date he was dismissed, if he is reinstated.-

b) Any grievance concerning a dismissal must be presented within ten (10) working days from the date of dismissal.-

ARTICLE 6. SENIORITY.

a) The seniority of all employees in the employ of the Company as of October 1, 1948 shall be determined by the total time whether or not consecutive an employee shall have worked for the Company.-

The Seniority of all former employees not in the employ of the Company as of that date shall be cancelled, and the seniority of all employees entering the employ of the Company after October 1, 1948 shall be computed from the date hired subject to the conditions of paragraph (b) Clause 5.-

b) Seniority rules shall apply to all employees covered by this agreement, with the exception of:-

1. Apprentices shall have seniority standing only amongst themselves provided that upon leaving their apprenticeship, they will be credited with their length of service with the Company during their apprenticeship.-

2. Employees who, as former members of the Armed Forces, may be entitled to special consideration as to Seniority and reinstatement according to the provisions of the Reinstatement in Civil Employment Act of 1942 as amended.-

3. Employees disabled in the Company's service or incapacitated by reason of age or infirmity, who, at the discretion of the Company may be exempted from the seniority provisions and be given the preference of such work as they are capable of performing. If under such circumstances an employee is demoted he will be paid at least the midpoint of the power labor grade into which he is placed.-

4. Employees who have value to the Company because of special training or special qualifications.-

In the event of the Union disputing the special training or special qualifications of the employees concerned, the matter shall be subject to the grievance procedure as set forth in Article 4.-

5. Employees with less than three consecutive months' service with the Company however, after having completed the three months' probationary period seniority rights shall be calculated as of the first day of employment.-

6. Members of the Union Executive and Grievance Committee who shall be the last to be laid off from their occupations and labor grade, and the stewards who shall be the last to be laid off from their departments.-

c) The Company shall furnish the Union with a copy of the Company's seniority list which shall include the job classification of each employee. All revisions of this list will be made by the Union on examination of the Company list.-

ARTICLE 7. LOSS OF SENIORITY.

a) An employee shall lose his seniority in the following cases:-

1) If he goes on strike without first exhausting the procedure for "Settlement of Disputes "

2) If he is discharged for cause subject to his right to appeal the discharge in accordance with paragraph (a) article 5.-

3) If he leaves voluntarily.-

4) If he is absent from work for five (5) consecutive working days without permission, unless he can give reason satisfactory for failure to report to work.

5) If he fails to return to work within seven (7) consecutive days after call by personal notification sent to him by messenger or by notice sent to him at his last known address by registered mail, unless he can give a reason satisfactory for failure to report within the time prescribed.-

6) If he is laid off from lack of work and a period of one (1) year elapses after his name has been removed from the payroll except that this period be extended for additional one (1) year periods if within two (2) months immediately preceding each anniversary of the layoff date, the employee shall sign in duplicate a request for such extension. This request shall be made on a form which the employee can obtain from the Company during this two month period, either by appearing in person at the time office or by writing. The duplicate copy will be forwarded to the Union. However, in no event shall be extended period exceed the employee's length of service with the Company.-

ARTICLE 8. LAYOFF AND REHIRE.

a) For all employees with less than five years service the order of layoff provided the employee retained shall be qualified to perform the available work in a satisfactory manner, will be as follows:-

1) The employee with least seniority in an overstaffed occupation in the department will be displaced.-

2) The employee so displaced from the overstaffed occupation, will if he is qualified to perform the work, be assigned to the job of the junior employee in the next lower labor grades in order in the department.-

3) The employee so displaced will, if he is qualified to perform the work, be assigned the job of the employee with least seniority in the department.-

4) The employee with least seniority in the department will be laid off.-

b) For all employees with five or more years service, the order of layoff, provided the employee retained shall be qualified to perform the available work in a satisfactory manner, will be as follows:-

1. The employee with least seniority in an overstaffed occupation in the department will be displaced.-

2. Each employee will have the right to remain in his own department in the job of the junior worker of the highest labor grade, not exceeding his own, or use plantwide seniority. Plant wide seniority being a transfer to the job of the junior worker plant wide in his own or lower labor grades in order.-

3. Should the displaced employee have less than five years seniority his rights are the same as ~~described~~ under (a) above.-

c) In no case will an employee replace any other employee with higher seniority nor will an employee be given a promotion to replace an employee in a higher labor grade who has less seniority.-

ARTICLE 8. cont'd.

d) Whenever an employee accepts a job in another department to avoid layoff due to lack of work, he shall maintain his accredited seniority with the Company, but departmental seniority will only be acknowledge on his new job when it is established that he is qualified to satisfactorily perform the work assigned. However, consideration will be given to return such an employee to his former job if it becomes open.-

e) Any exception to the procedure outlined in this clause will be subject to mutual agreement.-

f) A temporary layoff due to lack of materials will not constitute a layoff in the meaning of sections (a) or (b) of the present article unless such temporary layoff exceeds fifteen (15) consecutive working days.-

g)The order of rehire after layoff due to lack of work shall be determined on the basis of seniority amongst employees qualified to perform the work available in a satisfactory manner.-

ARTICLE 9. TRANSFER.

When an employee is transferred from one department to another (either for the convenience of the Company or at the employee's request) he shall maintain his standing in his former department for a period of six months, after which time his seniority rights in his former department shall lapse and he shall at the end of the six months' period be credited with his full seniority standing with the Company in his new department.-

ARTICLE 10 PROMOTIONS.

a) When a day work open job in labour grades A.B.C. or D is to be filled by promotion, it will be posted plant-wide and any employee in a lower labour grade may apply for such job through his foreman to the Personnel Department.-

b) When any open piecework job or an open day work job in labour grade E is to be filled by promotion, it will be posted within the departement where the opening occurs and any employee in a lower labour grade within that department may apply for the open job to his foreman.-

c) If, from among the applicants who apply in accordance with the above provisions there are several that have the necessary ability and qualifications seniority will be the determining factor, provided ability and qualifications are substantially equal. The determination of the applicant's ability and qualifications will rest with management. If it is the contention of the union that such determination has not been made with just consideration of all applicants such contention may be subject to the grievance procedure.-

d) When an open job is to be filled by promotion, notices will be posted for a period of two working days.-

e) The above provisions of this Article shall apply only to first vacancies and shall not apply to vacancies created by promotions.-

f) Promotion means only a transfer to a higher labour grade.-

article 11 OVERTIME HOURS AND PREMIUM PAY.

a) All work performed in excess of nine (9) hours in any one day and on Saturday shall be paid for at time and one half, and all work performed on Sundays shall be paid for at double time, except as provided in paragraph (b) and (c).-

b) Watchmen shall be paid time and one half only after completing forty five hours in any one scheduled work week, regardless of Saturday or Sunday work. Work performed on the seventh consecutive day shall be paid for at double time.-

c) Powerhouse operating employees shall be paid time and one half after completing nine (9) hours in any one day, or forty-five (45) hours in any one scheduled work week regardless of Saturday or Sunday work. Work performed on the seventh consecutive day shall be paid for at double time.-

d) If an employee becomes entitled to overtime payments under more than one provision of this Agreement in any one work week, he shall be paid for such time at the highest rate specified in an applicable provision, but he shall not be entitled to additional overtime pay for such time under any other provision.-

e) Employees with the exception of watchmen, will be paid a premium of ten (10) cents per hour for each hour worked from 6 p.m. to 7 a.m. except for those hours where the individual is being paid overtime premium.-

f) Time worked by employees called in on emergency jobs outside of his or her regular shift or schedule shall be classified and paid for as overtime whatever the time worked, such employee shall receive at least the equivalent of four (4) hours pay at straight time rates. This clause shall not apply to watchmen called in from twelve noon to 1 p.m. as this hour shall be considered as part of their regular work week and shall be paid for at straight time.-

g) An employee who, at the direction of the Company, reports for work at the start of his or her regular work day or at such time as may be designated by the Company if not furnished four (4) hours of work shall be given four (4) hours pay in lieu thereof. This shall not apply, however, in the event that the work which he or she is called on to perform is prevented or interrupted by machinery failure, fire strike, or other emergency causes beyond the control of the Company or because of the failure or refusal of other employees to report or perform their work.-

h) When an employee is injured at work and such injury results in the payment to the employee of a compensation claim by the Compensation Commission a normal day's pay for the day injury occurs will be paid by the Company, unless the Compensation Commission has already included pay for the day in computing final settlement of claim.

i) Overtime hours will be worked only when necessary and shall be distributed as evenly as possible among the employees in the department or departments affected capable of doing the work required.-

j) No foreman shall perform production work, except on testing machines or where it is customary part of their supervisory duties or in emergencies. They will not replace regular employees unless such employees are not available.

ARTICLE 12 SHIFT SCHEDULES.

If changes in shifts or schedule of hours worked, excluding the number of hours to be worked, are made by the Company and the Union objects to such changes they shall be taken up by the parties under the grievance procedure.-

ARTICLE 13 HOLIDAYS.

a) The Company recognizes the following holidays:-

NEW YEAR'S DAY
GOOD FRIDAY
ST JOHN THE BAPTIST DAY
DOMINION DAY
LABOR DAY
THANKSGIVING DAY
CHRISTMAS DAY

b) Whenever any such day falls on Sunday and the following Monday is observed in the Province of Quebec as a holiday, then, for the purpose of this agreement, such Monday will be recognized or treated as a holiday within the meaning of this agreement.

c) Any employee whether piece or day worker, who has been in the Company's employ continuously for six months or more immediately preceding such holiday and has not been absent from work on the holiday (if work is scheduled on that day) the working day immediately preceding the holiday, or on the working day immediately following the holiday, shall receive pay for such holiday, except on the day following New Year's Day where there shall be no penalty for absence for those employees who notify their department manager of their intention to be absent from work on that day.-

Any employee who has six months or more accredited seniority and is recalled to work after a layoff shall be entitled to all the privileges of this article.-

d) Pay for such holiday shall be calculated by multiplying the number of hours in the working day, exclusive of overtime hours, existing at the time of the holiday, by the employees' average straight time earnings for the first four of the six preceding computed payrolls.

e) Any exception to this rule, whereby an employee is given special permission to be absent day before or day after the holiday a permit signed by the foreman and approved by the Works Manager or his representative must be produced to ensure payment of holiday pay.

f) Employees otherwise entitled to holiday pay who are absent from work on account of illness shall receive such holiday pay by presenting proof of illness. However, this pay shall not be made to any employee who has been absent continuously due to illness for more than twenty six (26) weeks prior to the holidays

g) All work performed on the holidays described in this article will be paid for at time and one half. This pay will be paid in addition to the regular holiday pay provided for in that article. In selecting employees to work on a holiday the Company will give consideration to those of equal ability who are willing to work. In the event that no suitable employee wants to work, the Company may direct such an employee to work and should this employee fail to do so without just cause, he or she will be deprived of the holiday pay.

h) On the following Religious Days, namely:

EPIPHANY
ASCENSION
ALLSAINTS
IMMACULATE CONCEPTION

The company will permit any employee, desiring to do so, to report for work at 8 a.m. However, the time lost will be at the employee's own expense.-

ARTICLE 14. VACATIONS.

a) An annual vacation with pay to be given all employees in accordance with ordinance of the Minimum Wage Commission of the Province of Quebec.

b) A second week(s) vacation with pay will be given to all employees who prior to the date fixed by the Company, for the vacation have completed five or more years service with the Company' the last year of which is continuous.

A third week's vacation with pay will be given to all employees who, prior to the date fixed by the Company for the vacation have completed fifteen or more years service with the Company, the last year of which is continuous.

c) Vacation pay for employees eligible for the second and third week's vacation shall be computed at four per cent and six percent respectively of the wages earned during the period extending May 1st to April 30 next.-

d) On termination of an employee service with the Company he shall receive separation pay in accordance with the ordinances of the Minimum Wage Commission of the Province of Quebec. However, if employee is eligible for second or third weeks' vacation and he is laid off for lack of work or is forced to resign because of illness he will be given separation pay in accordance with the provisions of the above mentioned ordinances except it shall be calculated at four and six per cent respectively instead of two per cent.-

e) The vacation period shall be granted during the period from May 1st to September inclusive at such time or times as shall be fixed and determined by the Company. Such vacation days shall be exclusive of the Sundays and holidays hereinbefore specified.-

f) Should the vacations be granted to all employees at the same time, that is should the Company close the plant for the vacation period, the date of the vacation will be decided and noticed at least one month prior to the said vacation if possible. Subject to the requirements of production, preference will be given to senior employees in assigning vacations outside of the regular vacation period.-

ARTICLE 15. WAGES.

1. The following is the schedule of rate ranges to remain in effect for the duration of this agreement. The rate ranges correspond to labor grades which are determined by the job evaluation worked out and approved by the Company and the Union. Changes may be made in the classification of employees to insure their being slotted in their proper jobs. Jobs will be changed from their existing labor grades only if an error exists in appraising the content of the job according to the Job Rating Plan presently in effect. In the event of the creation of a new job or of the changing of the content of an existing job, a new classification shall be drawn up to the satisfaction of both parties and will become effective and be paid from the date:-

a) of a written grievance that an employee is incorrectly classified or unclassified, if agreement, is reached between the Company and the Union within thirty (30) days from date of grievance.-

b) the Department of Labor notifies the Company that the Union have requested intervention in the dispute.

WAGES (Cont'd.)

2.

DAY WORK.

a) APPLICABLE RATES FOR DAYWORK LABOR GRADES UNTIL DECEMBER 1, 1951.

LABOR GRADE.	MALE RATE		FEMALE RATE	
	Min.	Max.	Min.	Max.
A	1.40	1.48	1.21	1.29
B	1.30	1.39	1.11	1.20
C	1.20	1.29	1.01	1.10
B	1.10	1.19	.91	1.00
E	1.00	1.09	.81	.90
F	.91	.99	.72	.80

SCALE OF RATES YOUTHS.

The following scale of rates will apply to employees under 18 years of age, unless they are performing classified jobs in which case these employees will receive the rate established for the labor grade of that job:-

AGE	MALE	FEMALE.
15 - 15½	.59	-
15½ 16	.64	-
16 16½	.69	.55
16½ 17	.74	.58
17 17½	.79	.62
17½ 18	.84	.66

SCALE OF RATES APPLIED TO APPRENTICES.

	TOOLMAKERS ELECTRICIANS	STEAMFITTERS TINSMITHS BRICKLAYERS.
1st 6 months	.66	.66
2nd " "	.71	.66
3rd " "	.76	.76
4th " "	.81	.76
5th " "	.87	.86
6th " "	.93	.86
7th " "	.99	.96
8th " "	1.05	.96

b) APPLICABLE RATES FOR DAY WORK LABOR GRADES FROM DECEMBER 2, 1951 UNTIL SEPTEMBER 30, 1952.-

LABOR GRADE.	MALE RATE.		FEMALE RATE.	
	Min.	Max.	Min.	Max.
A	1.45	1.53	1.26	1.34
B	1.35	1.44	1.16	1.25
C	1.25	1.34	1.06	1.15
D	1.15	1.24	.96	1.05
E	1.05	1.14	.86	.95
F	.96	1.04	.77	.85

SCALE OF RATES YOUTHS.

The following scale of rates will apply to employees under 18 years of age unless they are performing classified jobs in which case these employees will receive the rate established for the labor grade of that job.-

AGE.	MALE	FEMALE.
15 15½	.64	-
15½ 16	.69	-
16 16½	.74	.60
16½ 17	.79	.63
17 17½	.84	.67
17½ 18	.89	.71

WAGES (Cont'd.)

2.
b) cont'd.

DAY WORK.

SCALE OF RATES APPLIES TO APPRENTICES.

	<u>TOOLMAKERS ELECTRICIANS.</u>	<u>STEAM FITTERS TINSMITHS BRICKLAYERS.</u>
1st 6 months	.71	.71
2nd " "	.76	.71
3rd " "	.81	.81
4th " "	.86	.81
5th " "	.92	.91
6th " "	.98	.91
7th " "	1.04	1.01
8th " "	1.10	1.01

- c) All day work employees will be reviewed in the month of February, 1952 for possible merit increase.
- d) An employee called on to perform higher rates operations than his own will be paid according to the rate established for the operation .
- d) An employee transferred for the convenience of the Company on a temporary basis to a lower paid job that he does not ordinarily perform shall be paid his regular rate.-
- f) Group Leaders in Labor Grade "A" will be paid five (.05) cents above the maximum rate.-

3. PIECE WORK.

- a) It is agreed that the Company will continue to install, use, and apply its present Piecework Incentive System, which was adopted January 1, 1948 and that it will continue to set piecework rates under and in accordance with such Piecework Incentive System, and the principles and formulae of such system (including the concept of normal effort as illustrated in the training films used in the Company's training courses for Timestudy men), in the same manner as it has since January 1, 1948.-
- b) The Company agrees that a normal operator while working on piecework at a normal incentive rate and under normal conditions may expect to earn 25% above the base rate for the labor grade in which the job falls.-

Pieceworkers will be guaranteed the base rate of the labor grade of their jobs, except learners as specified in Clause E of this section. They shall receive additional compensation in direct proportion to the amount of work produced.-

- c) When an employee is being times, he shall be so advised and the Company, upon request of the employee, will advise such employee of his effort on the study. After a piecework rate has been established, the Company upon request of the employees involved, will show such employees their respective time studies.-
- d) Rates for employees working on piecework shall be as follows:-

<u>LABOR GRADE.</u>	<u>INCENTIVE EXPECTANCY.</u>	<u>MALE</u>		<u>FEMALE.</u>	<u>BASE RATE.</u>
		<u>BASE RATE.</u>	<u>INCENTIVE EXPECTANCY</u>		
C	.92	.73	-	-	-
D	.86	.69	.68		.55
E	.80	.64	.62		.50
F	.75	.60	.58		.45

An hourly increase of .31 cents for men and .27 cents for women will be added to the employees' incentive earnings until December 1, 1951.
An hourly increase of .36 cents for men and .32 cents for women will be added to the employees incentive earnings from December 2, 1951 until September 30, 1952.-

WAGES (Cont'd.)

3.

e) LEARNERS shall mean new employees and they shall normally be hired at the minimum rate of grade F. Pieceworkers, after three months employment, will be guaranteed the base rate of the labor grade in which their work is classified.-

f) Rates established following the signing of this agreement which are corrected because of errors in making time studies shall be retroactive to date the grievance was submitted. Any other rates which are adjusted will be paid from date new rate is established.-

Piecework rates (not including temporary rates) established after January 1, 1948 shall not be changed unless there is a change in operation, methods materials, equipment or quality or where a clerical or arithmetical error has been made in the determination on of the piecework rate. If there has been a change in operation, methods, materials, equipment or quality, in jobs where such rates have been established, those elements not affected by the change will not be revalued.-

If the piecework rate does not produce the expectancy above the base rate the Company will at the request of the Union re-study the job and if, necessary modify the piecework rate.-

g) Upon request, the Union shall have the right to review on the Company's premises records of any time study the Union may have a fully qualified member of the grievance committee or departmental steward present to observe any re-study made as a result of a Union time study grievance.-

h) When, through no fault of his own, an operator is prevented from doing his regular job and is required to remain at his place of work without being given other work, he will if this down time is in excess of twenty (20) minutes for any one delay, be paid for such lost time at the base rate of the labor grade. Such down time will only be computed from the time the employee notifies the foreman of the delay.-

1) For time spent at the request of the Company in the instruction of another employee.

2. For emergency work of a temporary nature performed at the request of the Company.

3. On experimental or development work where a method has been changed and tools are being tried or adjusted.-

4. Where the work an employee normally performs remains but the employee is transferred on a temporary basis, for the convenience of the Company to a lower paid job that he does not ordinarily perform.

5. Where it is impractical to use the establish piecework rate.-

6. On new work of a character which normally would be on piecework but on which no price has been set.-

J) Records of piecework earnings of each employee will be made available to him upon request, in order to allow him to check same for possible error.-

ARTICLE 16 LEAVE OF ABSENCE.

- a) Employees elected or appointed as delegates of the Union, not exceeding eight (8) in number at any one time shall be given reasonable leave of absence without pay for the purpose of attending Union Conventions or for other Union business. provided that their request for such leave of absence is transmitted to the Management of the Company at least three days before the first day of the period for which the leave of absence is requested. If the absence is to be for one day or less, permission will not be unreasonably denied on application to their foremen, if the request is made prior to their leaving the plant.-
- b) Any one employee elected as a full time Union Official shall, during his term of office but not longer than one year, be given leave of absence without pay and without loss of his seniority rights. Such employee shall be reinstated into his former occupation if in operation or, failing this, another occupation in the same labor grade.-

ARTICLE 17 EXPIRATION OF AGREEMENT.

The present agreement shall take effect from October 1st, 1951 and shall be in force until September 30th 1952 inclusive to continue thereafter from year to year unless one of the parties to the said agreement gives a written notice to the other party within a delay of not more than sixty (60) days and not less than thirty (30) days prior to the expiration of the date of the expiry of the said agreement.-

DATED AT ST JOHNS P.Q. this 31st August 1951.-

IN TESTIMONY WHEREOF we have affixed our signatures and seals in good faith .

THE SINGER MANUFACTURING COMPANY.

(sgd.) A.. Falls.
Works Manager

UNITED STEELWORKERS OF AMERICA,
Local 3764

(sgd.) Rene Martin.

(sgd.) Roger Denis

(sgd.) Fred Guy.-

(sgd.) R.J. Lamoureux.

Oct. 2 1951

Copie certifiée
UNITED STEELWORKERS OF AMERICA.

unreadable signature.-

APPENDIX "A"

List of Supervisory and Confidential Employees
excluded from Union membership.-

<u>SUPERVISORS.</u>				<u>CLERICAL</u>			
7	Neithercut,	W	1	Gosselin,	L.		
11-12-13	Lachance,	R	2	Bouchard,	A (Miss)		
14	Marbec,	R.	7	Laplante	O.		
17	StGermain	L.	10	Lachance,	E (Miss)		
19	Laplante	J.M.	11 12 13	Lachance,	A. (Miss)		
22	Traham	E	14	Lachance	J		
26	Longpre.	G	20 21	Lafrenière	R.		
29	Gardiner,	G	33	Morrier,	A		
33	Mathurin.	A	41	Gareau,	C		
33	Boudreau	L.	44	Richard,	I		
35	Champagne	D	61	Beaupre	G		
37	Ripley	F	63	Raymond	P		
46	Boone	I (Mrs.)	64	Coupal	R		
53	Hebert	J	65	Fournier	R		
61	Hebert	J	67	Hebert	M.		
61	Laforest	E	68	Bedard	R		
61	Fortin	J	68	Desrochers,	R		
63	Raymond	J.N.					
64	Raymond	H					
X 65	Belletete,	H					
66	Clark	T	26	<u>CORRESPONDENCE.</u>			
66	Pepin	A	35	Brocklesby	A (Miss)		
66	Goyette	R	41	Jubinville	H (Miss)		
66	Boone,	R	41	Moreau	B (Miss)		
67	Sarry	E	41	Lapointe	D (Miss)		
			68	Morin	G (Miss)		
			68	Sullivan	C (Miss)		

TIME STUDY.

Prudhomme, G
Roberge F. (Miss.)

INSPECTION.

McGuire M
Prevost E.-

X 65 Perron M.

APPENDIX "B"

PLANT SECTIONS REPRESENTED BY SHOP STEWARDS.

<u>DEPT.</u>	<u>FOREMEN.</u>	<u>NO. OF STEWARDS.</u>
1.	Paquette A.	1
2-3-4-5-6-7	Ouellet, L.) Dickinson J.)	1
8-9	Ouellet L.	1
10	Findlater J.	1
11-12-13	Vinet C.	1
14	Molaney T.	1
15-16-19	Ford M.	1
17-18	Robinson W.	1
20-21	Edmond. G	1
22-23-31-41	Lyon A	1
25-26-27-28-47	Wilson R.	1
29-30	Chretien A.	1
33-34	Gelineau H.) Marcoux, A)	1
35	Lavoie J.	1
37-40	Phaneuf, P) Gervais E)	1
44	Moore J.I.	1
46	Cloutier L.P.	2
52-53-62	Deschamps D	1
60	Hamilton, H	1
61	Fortin R.	1
63-64	Loyer H.) Gauthier A.)	1
65	Bachand, H	1
66	Samways J.F.	2
67	Morin H	1
69-70	Jolin A)	1

LABOUR AGREEMENT ENTERED INTO this 12th day of June 1950.

BY AND BETWEEN

The Singer Manufacturing Company, a politic and corporate body having a place of business in the Municipality of St. Antoine des Laurentides, P.Q. its successors or assigns hereinafter designated as the COMPANY,

PARTY OF THE FIRST PART

AND

UPHOLSTERERS' INTERNATIONAL UNION OF NORTH AMERICA, A.F.L. hereinafter designated as the Union, acting through its Agent, Local Union No. 388, for itself and in behalf of the employees now employed and hereinafter employed by the Company, and collectively designated herein as the EMPLOYEES,

PARTY OF THE SECOND PART

1. RECOGNITION

On the twenty-second day of November 1949, the Labour Relations Board of the Province of Quebec certified the Union as the Collective Representative of all the employees in the Company's establishment at St. Antoine des Laurentides, P.Q. exclusive of Office Employees, Inspectors and Foremen.

2. DISCRIMINATION

The Company will not interfere with the right of any employee to become a member of the Union. There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any employee because of membership in a union.

The Union agrees that no intimidation or coercion shall be practised among the Company's employees in recruiting membership of the Union or for other purposes and that there shall be no solliciting of membership, distribution of propaganda or transaction of any business of the Union on the Company's property or on Company's time save such as is authorized by this Agreement.

The foregoing shall not be held to restrict or interfere with the right of individual employees to converse freely with each other upon any matters of interest to them during rest periods, lunch hour and like interludes.

3. CHECK-OFF

During the term of this Agreement, the Company agrees to deduct and remit the Union dues of One Dollar and Fifty cents (\$1.50) per month from the earnings of each employee who so authorizes it in writing upon a form to be supplied by the Company. Such authorization for payroll deduction shall be voluntary on the part of the employee and shall be for the life of the Agreement. Such deduction shall be made from the last pay of each month.

4. SENIORITY

The Company shall maintain as an office records, a list showing the name of each employee, his job and the date he began to work for the Company. The said list will be accessible to the Secretary of the Union during usual business hours on reasonable notice.

4. SENIORITY CONT'D

In the case of lay-off and rehiring after lay-off, seniority applied among employees performing the same class of work shall ordinarily be the controlling factor, however that there is reserved to the Company in all cases the right to retain, lay off or hire on the basis of:

- (a) Ability and fitness to perform the work in question.
- (b) Value to the Company because of special training or qualifications.
- (c) Family status.

Length of service shall be determined by the total time, whether or not consecutive, an employee shall have worked for the Company. An employee shall not be entitled to consideration because of length of service until he shall have continued in the Company's employ for six consecutive months and shall cease to be entitled to consideration for length of service if-

- (1) He quits voluntarily;
- (2) He is dismissed for cause;
- (3) He is absent for five days without permission;
- (4) He does not return to work within five days after call by personal notification sent to him either by messenger or by notice sent to him at his last known address by registered mail;
- (5) A period of six months elapses after his name has been removed from the payroll (except where the cause of removal is sickness of the employee or temporary lay-off for a period of six months or longer).

In accordance with the provisions of Chapter 31 of the Statutes of Canada 6-7 Geo VI, service in the armed forces of his Majesty shall not affect the seniority status of the employee concerned.

5. MEDICAL EXAMINATION

Due to the nature of all the operations of the Company, the long established practice of compulsory annual medical examination of all the employees of the Company at the request and expense of the Company will be continued as in the past.

6. LEAVE OF ABSENCE

Employees elected or appointed as delegates of the Union, not exceeding three (3) in number at any one time, shall be given reasonable leave of absence without pay to enable them to perform the duties of such office, provided that their request for such leave of absence is transmitted to the Management of the Company at least three days before the first day of the period for which the leave of absence is requested.

Any employee elected as a full time Union official shall, during his term of office but for not longer than one year, be given leave of absence without pay and without loss of his seniority rights.

7. LEGAL HOLIDAYS

The Company recognizes the following holidays:-

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Dominion Day	All Saints Day
Christmas Day	

7. LEGAL HOLIDAYS CONT'D

Whenever any such day falls on Sunday and the following Monday is observed in the Province of Quebec as a holiday, then, for the purposes of this Agreement, such Monday will be recognized or treated as a holiday within the meaning of this Agreement.

Any employee, whether a piece or day worker, who has been in the Company's employ continuously for six months or more immediately preceding such holiday, and has not been absent from his work without permission on any one of the five full working days immediately preceding such holiday or upon any one of the working days in the calendar week in which such holiday occurs, shall receive pay for such holiday as heretofore, and not otherwise.

8. ANNUAL VACATION

(A) An annual vacation with pay to be given all employees in accordance with ordinance of the Minimum Wage Commission of the Province of Quebec.

(b) An additional week's vacation with pay will be given to all employees who, on April 30 in the year for which the vacation is scheduled, having completed five years service with the Company the last one year of which service must be consecutive.

(c) On termination of an employee's service with the Company, he shall receive separation pay in accordance with the ordinance of the Minimum Wage Commission of the Province of Quebec. However, if an employee is eligible for the additional week's vacation and he is laid off for lack of work or is forced to resign because of illness, he will be given separation pay in accordance with the provisions of the above mentioned ordinances, except it shall be calculated at 4% instead of 2%.

(d) Annual vacation and computed wages do not include any overtime performed during the period on which vacation is based.

9. WAGES AND OVERTIME

(a) It is agreed that a scale of wage rates will form part of This Agreement and will be referred to as Appendix "A".

(b) All work performed in excess of ten (10) hours per day Monday to Friday and five (5) hours on Saturdays (except where an employee has been absent within the week without permission) or on Sundays, will be paid at time and one half, except as noted in paragraph (c) below.

(c) Power-House operating employees will be paid time and one-half only after fifty-five (55) hours in any one schedule work week regardless of Saturday or Sunday work.

10. GRIEVANCES

Grievances may be presented to the Company by any employee through a Grievance Committee composed of not more than three representatives elected by the members of the Union. Grievances may also be presented to the Company by any individual employee or by the business agent of the employees.

Any grievances shall first be presented to the Foreman of the employee or employees concerned. Failing satisfactory adjustment by him it may then be presented to the Manager. Each successive step to be invoked only in case of failure of the preceding step to secure satisfactory adjustment. All such grievances shall be handled with reasonable promptness. On request, any grievances or the disposition thereof shall be reduced to writing.

11. GRIEVANCES COMMITTEE

The Company will afford reasonable opportunity to any member of the Grievance Committee to conduct any business authorized by this Agreement and, if for such member to absent himself temporarily from his work, he will be granted permission to do so upon application to his foreman to whom he shall report upon his return to duty.

12. ARBITRATION

Any dispute involving the interpretation of any articles in this Agreement, which may arise during the life of this Agreement and which the Union and the Company shall fail to adjust satisfactorily in accordance with the provisions of the preceding section dealing with grievances, shall be promptly submitted to arbitration. The Board of Arbitration shall be appointed and the conduct of the said arbitration shall be governed in accordance with the provisions of the Quebec Trade Disputes Act, Revised Statutes of Quebec, 1941. Chap. 167. The decision of the Arbitration Board shall be made with reasonable promptness and shall be final and binding upon the parties and shall be within the scope of this Agreement.

13. LIFE OF THE AGREEMENT

The present Agreement shall be effective as of June 12th 1950 of June 12 1951 and shall be thereafter automatically renewed from year to year, unless one of the contracting parties advises the other party, in writing, not more than sixty (60) days and not less than thirty (30) days before the expiration date of this Agreement or any renewal thereof, of its intention to terminate or to amend this Agreement.

The terms of this Agreement shall remain in full force and effect during the negotiations of its renewal.

MADE AND ENTERED INTO THE VILLAGE OF ST. ANTOINE DES LAURENTIDES this 12th day of June 1950.

THE SINGER MANUFACTURING COMPANY

Witness:

(Sgd) L.E. Hird

(Sgd.) P.B. Bourget

UPHOLSTERERS' INTERNATIONAL UNION
OF N.A. - A.F.L.
through its Agent-Local Union, No. 388

(Sgd) Donat Theriault, Business Agent

(Sgd) R.C. Corbeil

(Sgd) Remi Duquette
U.I.U. Canadian Director of
Organization

Copie conforme
J. Benoit

APPENDIX "A"-DAY WORK- APPLICABLE HOURLY RATES

Adults	-	\$0.65
Minors	-	\$0.55

Minors- Employees not having attained their 21st
Birthday.

AGREEMENT

AGREEMENT entered into this twelfth day of January 1950, between THE SINGER MANUFACTURING COMPANY, having a place of business in the Town of St-Johns, Quebec, (Hereinafter called the Company) Party of the First Part, and the UNITED STEELWORKERS OF AMERICA, Local 3764, (hereinafter called the Union) Party of the Second Part.

ARTICLE 1.- RECOGNITION

- a) On September 7, 1946, the Quebec Labour Relations Board issued a certificate of recognition in favour of the United Steelworkers of America, Local 3764 to represent all the employees, day workers and piece workers, excepting foreman and confidential employees in the employ of the Singer Manufacturing Company, St Johns P.Q. and it is agreed by both parties that the terms of this agreement apply to the employees covered by this certificate.
- b) Attached to this agreement, Appendix A, is a list of foremen and confidential employees who are exempt from the terms of this agreement.
- c) The Union will notify the Company in writing of the names of its executive officers, grievance committee and any duly empowered representatives of the international organization, or any changes thereof.

ARTICLE 2.- DEDUCTION OF UNION DUES

- a) For the duration of this contract the Company agrees to deduct and remit monthly to the Secretary of Local 3764 the Union dues of \$2.00 from the earnings of all employees who are members of Local 3764, United Steelworkers of America in good standing on January 12, 1950, or, become members after this date. The Union will furnish the Company with a certified list of its members in good standing on that date and subsequent lists of all employees who become members after that date.
- b) Such deduction shall be made from the last pay of each month.
- c) The Company agrees when remitting dues to forward to the Secretary of Local 3764 a list of those employees eligible for Union dues deduction for whom such deductions were not made during the month and a list of such employees who have left the service of the Company during the month. The Company will also supply the Union with a list of all department transfers for the month.
- d) Any employee who signifies after December 15, 1950, and before January 1, 1951, in writing to the Company and the Union, that he is withdrawing from union membership, will not have his dues deducted by the Company for any renewal of this contract.

ARTICLE 3.- LOCK-OUTS STRIKES- DISCRIMINATION

- a) During the continuance of this agreement, the Company agrees that there shall be no lockout and the union agrees that there will be no slow-down, strike, or other stoppage of work until the procedure for the "Settlement of Disputes" has been exhausted.
- b) The Union agrees to instruct all Watchmen and Power House operating employees, who are members of the Union, to carry on such duties that are necessary for the safety and maintenance of the factory property regardless of any Union activity.
- c) There shall be no discrimination, interference or restrictions, exercised by the Company or its agents against any employee because of membership, in a Union, and the Union agrees that no intimidation, or coercion will be exercised to induce any of the Company's employees to become a member of the Union and will not solicit membership on Company time or distribute propaganda or transact any business of the Union on Company property or on Company time save such as is authorized by this agreement.
- d) The Union shall have the right to post on notice boards such notices that are approved by the Works Manager or his representative.

19/2294

ARTICLE 4- GRIEVANCE PROCEDURE

a) The Company will recognize Departmental Stewards as representatives of the employees in each of the plant sections as outlined in Appendix "B", of this agreement and the names of the Stewards and the Sections they represent will be given to the Company in writing by the Union. The union will notify the Company in writing of any changes in personnel of the Departmental Stewards, such Stewards must have had minimum of one (1) year's service with the Company, except in special cases by mutual consent. If additional departments are organized, additional Departmental Stewards shall be appointed by mutual agreement.

b) The Company will recognize a Grievance Committee composed of not more than three representatives elected by members of the Union, who may be supplemented by the Departmental Steward involved in the dispute and/or the aggrieved employee when necessary .

c) The following procedure shall govern the settlement of disputes:-

First: The aggrieved employee and, if necessary, the Departmental Steward shall discuss the complaint with the foreman of the department, involved. However, in the absence of the regular Departmental Steward concerned, he can be replaced, during his temporary absence, by a member of the Grievance Committee.

Second: Failing settlement the complaint shall be presented to the foreman by one member of the Grievance Committee and the Department Steward and on the request of either party, shall be reduced to writing. All written grievances shall be signed by the aggrieved employee or group of employees concerned or Steward if it is a general department grievance. The foreman will render his decision within two (2) working days.

Third: Failing settlement the complaint shall then be presented to the Department Manager by one member of the Grievance Committee and the Departmental Steward Concerned. The decision of the Department Manager will be rendered within three (3) working days.

Fourth: Failing settlement with the Department Manager, the grievance may be presented to the Works Manager and/or his representative by the Grievance Committee who shall have the right to be represented by duly empowered international representatives. The decision will be rendered by the Works Manager within five (5) working days after his receipt of grievance, except that the time for the Works Manager's decision shall be extended by the number of days in any period of absence from the plant following receipt of the Union's appeal.

d) All decisions arrived at between the Company and the Union shall be final and binding upon the Company and the employee or group of employees.

e) Grievances within the meaning of the grievance procedure shall consist only of disputes concerning the interpretation and application of the clauses of this agreement, working conditions alleged abuses of discretion by foremen or supervisors in treatment of employees, and dismissals, except where the employee has less than three months service with the Company, but in these cases the Union will be given, upon request, the reasons for discharge.

f) The Company will afford reasonable opportunity to any Department Steward or member of the Grievance Committee to conduct any business authorized by this agreement and if for such purposes it is necessary for such a member to absent himself temporarily from his work, permission to do so will not be unreasonably denied, upon application to his foreman. Such an employee shall report to his foreman upon his return to duty.

g) If no agreement is reached after following grievance procedure, either party shall have the right to apply for a Board of Arbitration under the provisions of Quebec Trade Disputes Act, R.S.Q. 1941, chapter 167, and its amendments.

h) The Company shall pay Departmental Stewards and members of the Grievance Committee for the time authorized during their regular working hours for the settlement of grievance, at their average earnings for the previous week.

ARTICLE 5- DISMISSALS

a) On dismissal, an employee shall immediately be sent to the Time Office where, if he desires, he may remain until he has had the opportunity of presenting his case to his steward or member of the Grievance Committee after which he shall leave the Company premises. A written grievance protesting the discharge may be presented by the Union which shall follow the regular procedure outlined for the settlement of grievances, except that the Personnel Manager shall be present at all steps. The employee has the right, as part of the grievance on the discharge, to claim his back pay from the date he was dismissed, if he is reinstated.

b) Any grievance concerning a dismissal must be presented within ten (10) working days from the date of dismissal.

ARTICLE 6- SENIORITY

a) The seniority of all employees in the employ of the Company as of October, 1, 1948, shall be determined by the local whether or not consecutive an employee shall have worked for the Company.

The seniority of all former employees not in the employ of the Company as of that date shall be cancelled, and the seniority of all employees entering the employ of the Company after October 1, 1948, shall be computed from the date hired subject to the conditions of paragraph (b) Clause 5.

b) Seniority rules shall apply to all employees covered by this Agreement, with the exception of:-

1. Apprentices shall have seniority standing only, amongst themselves provided that upon leaving their apprenticeship, they will be credited with their length of service with the Company during their apprenticeship .
2. Employees who, as former members of the Armed Forces, may be entitled to special consideration as to Seniority and reinstatement according to the provisions of the Reinstatement in Civil Employment Act of 1942 as amended.
3. Employees disabled in the Company service or incapacitated by reason of age or infirmity who, at the discretion of the Company may be exempted from the seniority provisions and be given the preference of such work as they are capable of performing.
4. Employees who have value to the Company because of special training or special qualifications.

In the event of the Union disputing the special training or special qualifications of the employees concerned, the matter shall be subject to the grievance procedure as set forth in Article 4.

5. Employees with less than three Consecutive months' service with the Company's however, after having completed the three months' probationary period, seniority rights shall be calculated as of the first day of employment.
6. Members of the Union Executive, Grievance Committee and Stewards, who, during their term of office shall be the last employees to be laid off.

c) The Company shall furnish the Union with a copy of the Company Seniority List which shall include the job classification of each employee, All revisions of this list will be made by the Union on examination of the Company List.

ARTICLE 7.- LOSS OF SENIORITY

a) An employee shall lose his seniority in the following cases:-

1. If he goes on strike without first exhausting the procedure for settlement of disputes".

2. If he is discharged for cause, subject to his right to appeal the discharge in accordance with paragraph a) Article 5.

3. If he leaves voluntarily.

4. If he is absent from work for five (5) consecutive working days without permission, unless he can give reason satisfactory for failure to report to work.

5. If he fails to return to work within seven (7) consecutive days after call by personal notification sent to him by messenger or by notice sent to him at his last known address by registered mail, unless he can give a reason satisfactory for failure to report within the time prescribed.

6. If he is laid off from lack of work and a period of one (1) year elapses after his name has been removed from the payroll except that this period be extended for additional one (1) year periods if within two (2) months immediately preceding each anniversary of the layoff date, he requests the Company in writing, with copy of the request to the Union for their seniority records, to extend his seniority standing for the following year. However, in no event shall the extended period exceed the employee's length of service with the Company.

ARTICLE 8- LAY-OFF AND REHIRE

a) In the case of employees with less than five years' service, the order of layoff will be determined on a straight departmental basis, the junior employee being first to be laid off.

Plant wide seniority will apply to employees with five or more years' service, and such employees will have the right to replace the junior employees within their own or lower labor grade, providing the senior employee is able to satisfactorily perform the work assigned; the junior employee so replaced will be laid off. In no instance will an employee be given a promotion to replace a man in a higher labor ^{grade} who has less seniority. Junior employees laid off under these circumstances will be eligible for rehire in accordance with his seniority rating.

Whenever an employee accepts a job in another department to avoid layoff due to lack of work all seniority rights in his former department shall be forfeited. However consideration will be given to return such an employee to his former job if it becomes open. His full seniority rights in his new occupation will be acknowledged as soon as it is established that he is qualified to satisfactorily perform the work.

Any exception to this procedure shall be subject to mutual agreement of both parties.

b) A temporary layoff due to lack of materials will not constitute a layoff in the meaning of clause (2) of the present article unless such temporary layoff exceed fifteen (15) consecutive working days.

c) The order of rehire after layoff due to lack of work shall be determined on the basis of seniority amongst employees qualified to perform the work available in a satisfactory manner

ARTICLE 9.- TRANSFERS

a) When an employee is transferred from one Department to another (either for the convenience of the Company or at the employee's request) he shall maintain his standing in his former department for a period of six months, after which time his seniority rights in his former department shall lapse and he shall at the end of the six months' period be credited with his full seniority standing with the Company in his new Department.

b) An employee called on to perform higher rated operations than his own will be paid according to the rate established for the operation.

c) An employee transferred for the convenience of the Company on a temporary basis to a lower paid job that he does not ordinarily perform shall be paid his regular rate.

d) Employees transferred out of their Department due to lack of work to any open job, shall be given work in the same labour grade as their previous job if such an opening is available, provided they have the necessary qualifications and ability to satisfactorily perform the work. If such a job is not available, they will be offered the highest ranking job below his previous labor grade that may be open at the time.

ARTICLE 10. PROMOTIONS

a) Notice will be posted on all open day work jobs in Labour Grades A-B-C and D, and any employee who believes he is competent to perform the work required by such may make application through his department foreman. If, from among the applicants, there are several that have the necessary ability and qualifications seniority will be the determining factor.

b) For promotions to open jobs in other labour grades, special consideration will be given to employees already working in the department where the opening occurs, but such promotions shall not necessarily be made if they unreasonably interfere with production requirements.

ARTICLE 11- OVERTIME HOURS AND PREMIUM PAY

a) All work performed in excess of nine hours per day or 45 hours in any one week, or on Saturdays (except where an employee has been absent during the week without permission) or on Sundays, will be paid at time and one half, except as noted in paragraph (b) Article II.

b) Watchmen and Power House Operating employees will be paid time and one half only after forty-five hours in any one scheduled work-week regardless of Saturday or Sunday work.

c) Employees with the exception of Watchmen, Power House Operators and First Aid Assistant will be paid a premium of ten (10) cents per hour for each hour worked after 6 p.m. except for those hours where the individual is being paid overtime premium.

d) Time worked by employees called in on emergency jobs outside of his or her regular shift or schedule shall be classified and paid for as overtime. Whatever the time worked, such employee shall receive at least the equivalent of four (4) hours pay at straight time rates. This clause shall not apply to watchmen called in from 12 noon to 1. p.m. as this hour shall be considered as part of their regular work-week and shall be paid for at straight time.

e) An employee who, at the direction of the Company, reports for work at the start of his or her regular work day or at such time as may be designated by the Company, if furnished four (4) hours of work, shall be given (4) hours of pay in lieu thereof. This shall not apply, however, in the event that the work which he or she is called on to perform is prevented or interrupted by machinery failure, fire, strike or other emergency causes beyond the control of the Company or because of the failure or refusal of other employees to report or perform their work.

f) When an employee is injured at work, and such injury results in the payment to the employee of a compensation by the Compensation Commission, a normal day's pay for the day injury occurs will be paid by the Company, unless the Compensation Commission has already included pay for the day in computing final settlement of claim.

ARTICLE 11- OVERTIME HOURS AND PREMIUM PAY (Cont'd)

g) Overtime hours will be worked only when necessary and shall be distributed as evenly as possible among the employees in the departments or department affected capable of doing the work required.

h) No foreman shall perform production work except on testing machines or where it is a customary part of their supervisory duties or in emergencies, They will not replace regular employees unless such employees are not available.

ARTICLE 12- SHIFT SCHEDULES

If changes in shifts or schedule of hours worked, excluding the number of hours to be worked, are made by the Company, and the Union objects to such changes, they shall be taken up by the parties under the grievance procedure.

ARTICLE 13- HOLIDAYS

a) The Company recognizes the following holidays:-

New Year's Day
Good Friday
St-John the Baptist Day
Dominion Day
Labour Day
Thanksgiving Day
Christmas Day

b) Whenever any such day falls on Sunday and the following Monday is observed in the Province of Quebec as a holiday, then, for the purpose of this agreement, such Monday will be recognized or treated as a holiday within the meaning of this agreement.

c) Any employee, whether piece or day worker, who has been in the Company's employ continuously for six months or more immediately preceding such holiday and has not been absent from work on the holiday (if work is scheduled on that day) the working day immediately preceding the holiday, or on the working day immediately following the holiday, shall receive pay for such holiday, except on the day following New Year's Day, where there shall be no penalty for absence for those employees who notify their Department Manager of their intention to be absent from work on that day.

d) Pay for such holidays shall be calculated by multiplying the number of hours in the working day, exclusive of overtime hours, existing at the time of the holiday by the employees average straight time earnings for the four preceding computed payrolls .

e) Any exception to this rule, whereby an employee is given special permission to be absent day before or day after the holiday, a permit signed by the Foreman and approved by the Works Manager or his representative must be produced to ensure payment of holiday pay.

f) Employees otherwise entitled to holiday pay who are absent from work on account of illness shall receive such holiday pay by presenting proof of illness. However, this pay shall not be made to any employee who has been absent continuously due to illness for more than twenty-six (26) weeks prior to the holidays.

g) All work performed on the holidays described in this article will be paid at time and one half with the exception of "atchmen and Powerhouse Operating employees who, when they are scheduled to work on these days will receive straight time. This pay will be in addition to the regular holiday pay provided for in that article. In selecting employees to work on a holiday the Company will give consideration to those of equal ability who are willing to work. In the event that no suitable employees wants to work, the Company may direct such an employee to work and should this employee fail to do so without just cause, he or she will be deprived of the holiday pay.

ARTICLE 13- HOLIDAYS(Cont'd)

h) On the following religious day, namely;

Epiphany
Ascension
All Saints
Immaculate Conception

The Company will permit any employee, desiring to do so, to report for work, at 8.am. However, the time lost will be at the employee's own expense.

ARTICLE 14- VACATIONS

a) An annual vacation with pay to be given all employees accordance with ordinances of the Minimum Wage Commission of the Province of Quebec.

b) A second week's vacation with pay will be given to all employees who prior to the date fixed by the Company for the vacation, have completed five or more years service with the Company, the last year of which is continuous.

A third week's vacation with pay (effective in 1950) will be given to all employees who prior to the date fixed by the Company for the vacation, have completed twenty or more years service with the Company, the last year of which is continuous.

c) Vacation pay for employees eligible for the second and third week's vacation shall be computed at 4% and 6% respectively of the wages earned during the period extending May 1 to April 30 next.

d) On termination of an employee's service with the Company, he shall receive separation pay in accordance with the ordinance of the Minimum Wage Commission of the Province of Quebec. However, if employee is eligible for second or third week's vacation, and he is laid off for lack of work or is forced to resign because of illness, he will be given separation pay in accordance with the provisions of the above mentioned ordinances, except it shall be calculated at 4% and 6% respectively instead of 2%.

e) The vacation period shall be granted during the period from May to September, inclusive, at such time or times as shall be fixed and determined by the Company. Such vacation days shall be exclusive of the Sundays and Holidays hereinbefore specified.

f) Should the vacations be granted to all employees at the same time, that is, should the Company close the plant for the vacation period, the date of the vacation will be decided and noticed at least one month prior to the said vacation if possible. Subject to the requirements of production preference shall be given to senior employees in assigning vacations outside of the regular vacation period.

I. The following is the schedule of rate ranges to remain in effect for the duration of this agreement. The rate ranges correspond to labour grades which are determined by the job evaluation worked out and approved by the Company and the Union. Changes may be made in the classification of employees to insure their being slotted in their proper jobs. Jobs will be changed from their existing labour grades only if an error exists in appraising, the content of the job, according to the Job Rating Plan presently in effect. In the event of the creation of a new job or of the changing of the content of an existing job, a new classification shall be drawn up to the satisfaction of both parties, and will become effective and be paid from date classification is established.

2. DAY WORK

(a) MINIMUM HIRING RATES

	Starting Rate	After 3 months
Male	.76	.80
Female	.56	.61

(b) DAY WORK LABOR GRADES- APPLICABLE RATES

LABOR GRADE	MALE RATE		FEMALE RATE	
	MIN.	MAX.	MIN.	MAX.
A	1.24	1.32	1.05	1.23
B	1.15	1.24	.96	1.05
C	1.06	1.15	.87	.96
D	.97	1.06	.78	.87
E	.88	.97	.69	.78
F	.80	.88	.61	.69

(c) SCALE OF RATES- YOUTHS

The following scale of rates will apply to employees under 18 years of age, unless they are performing classified jobs in which case these employees will receive the rate established for the labor grade of that job;

AGE		MALE	FEMALE
15	15½ years	.50	-
15½	16 "	.55	-
16	16½ "	.60	.46
16½	17 "	.65	.49
17	17½ "	.70	.53
17½	18 "	.75	.57

(d) SCALE OF RATES APPLIED TO APPRENTICES

	Toolmakers Electricians	Steamfitters Tinsmiths Bricklayers.
1st 6 months	.57	.57
2nd "	.62	.57
3rd "	.67	.67
4th "	.72	.67
5th "	.78	.77
6th "	.84	.77
7th "	.90	.87
8th "	.96	.87

(e) All daywork employees will be reviewed six (6) months following the signing of this contract for possible merit increase.

ARTICLE 15- WAGES**3. (a) PIECEWORK LABOR GRADES.- APPLICABLE RATES**

<u>LABOR GRADE</u>	<u>MALE</u>		<u>FEMALE & YOUTHS</u>	
	<u>Incentive Expectancy</u>	<u>Base Rate</u>	<u>Incentive Expectancy</u>	<u>Base Rate</u>
C	.92	.73	-	-
D	.86	.69	.68	.55
E	.80	.64	.62	.50
F	.75	.60	.56	.45

An hourly increase of 20 cents for men and 16 cents for women will be added to the employee's incentive earnings.

(b) Piece workers will be guaranteed the base rate of the Labor Grade of their jobs. They shall receive additional compensation in direct proportion to the amount of work produced. The incentive shall be set that a normal operator exercising normal incentive under normal working conditions will earn, while working on incentive, 25% above the base rate on all jobs.

(c) All learners, male or female, will be guaranteed the Basic Rate of the Labor Grade in which their work is classified, after three months' employment.

(d) Upon request the Union shall have the right to review, on the Company's premises, records of all piecework timing. Application of the Piecework method of payment which, for the average employee, does not result in earnings equal to the incentive expectancy of his labor grade shall at the request of the Union, be restudied by the Company.

(e) Rates established following the signing of this agreement which are corrected because of errors in making time studies shall be retroactive to date the grievance was submitted. Any other rates which are adjusted will be paid from date new rate is established.

If a piecework rate has been correctly established and the content of the job has not been changed, the rate will not be altered for the sole reason that, through his ability, the piecework can earn more than his incentive rate.

(f) When, through no fault of his own, an operator is prevented from doing his regular job and is required to remain at his place of work without being given other work, he will, if this down time is in excess of thirty (30) minutes for any one delay, be paid for such lost time at the base rate of the labor grade.

(g) The Company will pay piecework employees a rate based on the individual's average straight time earnings of the previous week rather than the guaranteed base rate in the following cases:-

1. For time spent at the request of the Company in the instruction of another employee.
2. For emergency work of a temporary nature performed at the request of the Company.
3. On experimental or development work where a method has been changed and tools are being tried or adjusted.
4. Where the work an employee normally performs remains but the employee is transferred on a temporary basis, for the convenience of the Company, to a lower paid job that he does not ordinarily perform.
5. Where it is impractical to use the established piecework rate.

(h) Records of piecework earnings of each employee will be made available to him upon request, in order to allow him to check same for possible errors.

ARTICLE 16- LEAVE OF ABSENCE

a) Employees elected or appointed as delegates of the Union, not exceeding five (5) in number at any time shall be given reasonable leave of absence without pay for the purpose of attending Union Conventions or for other Union business, provided that their request for such leave of absence is transmitted to the Management of the Company at least three (3) days before the first day of the period for which the leave of absence is requested. If the absence is to be for one day or less, permission will not be unreasonably denied on application to their foreman, if the request is made prior to their leaving the plant.

b) Any one employee elected as a full time Union official shall, during his term of office but not longer than one year, be given leave of absence without pay and without loss of his seniority rights. Such employee shall be reinstated into his former occupation if in operation or, failing this, another occupation in the same labor grade.

ARTICLE 17- EXPIRATION OF AGREEMENT

The present agreement shall take effect from the 1st January 1950, and shall be in force until the 31st December, 1950, to continue thereafter from year to year unless one of the parties to the said agreement gives a written notice to the other party within a delay of not more than sixty (60) days and not less than thirty (30) days prior to the expiration of the date of the expiry of the said agreement.

DATED AT ST JOHNS P.Q. this 12 th January, 1950.

IN TESTIMONY WHEREOF we have affixed our signatures and seals in good faith.

THE SINGER MANUFACTURING COMPANY

(Sgd) Unreadable
WORKS MANAGER

UNITED STEELWORKERS OF AMERICA LOCAL 3764

(sgd) René Martin

(sgd) Fred Guy

(sgd) Roger Denis

(sgd) ~~XXXXXXXXXX~~ R.J. Lamoureux
International Representative

APPENDIX "A"

List of Supervisory and Confidential Employees excluded from
Union membership

Supervisors

3 Prenoveau, R.J.
7 Neithercut.W.
14 Dextrase.T.D.
22 Trahan. E.
26 Longpré,G.
33 Mathurin.A.
35 Champagne.D.
37 Ripley.F.
46 Wells.C.
46 Boone.I. (Mrs)
53 Denault.G.
61 Hébert.J.
61 Laforest.E.
61 Fortin.J.
63 Raymond.J.N.
64 Raymond.H.
65 Tougas.O.
65 Perron.M.
66 Boone.R.
66 Clark .T.
66 Gamache.A.
67 Morin.H.
69 Lafaille.R.

Clerical

1 Gosselin.L.
2 Bouchard.A. (Miss)
7 Laplante.O
10 Lachance.E. (Miss)
11 Lachance.A. (Miss)
14 Lachance.J.
29 Fortin.C. (Miss)
33 Morrier.A.
41 Gardiner.G.
44 Richard.I.
53 Hébert.J.
61 Beaupré.G.
64 Coupal.R.
65 Fournier. R.
67 Hébert. M.
68 Bédard. E.
68 Desrochers. R.

CORRESPONDENCE

26 Brocklesby.A. (Miss)
35 Jubinville.H. (Miss)
41 Moreau.B. (Miss)
Caron.R. (Miss)
68 Morin.G. (Miss)

TIME STUDY

Tassé L.
Gareau.C.

INSPECTION

McGuire.M.
Prévost. E.

APPENDIX "B"

Plant Sections represented by Shop Stewards

Departments	Department Manager	No. of Stewards
1	Paquette. A.	1
2-3-4-5-6-	Ouellet. L.)	1
7	Dickinson (J.)	1
8-9	Ouellet. L.	1
10	Findlater. J.	1
11-12-13	Vinet. C.	1
14	McLaney. T.	1
15-16	Beusch. G. D.	1
17-18	Beusch. G. D.	1
19-20-21	Beusch. G. D.	1
22-23-31-41-47	Lych. A.	1
25-26-27-28	Wilson. R.	1
29-30	Chrétien. A.	1
33-34	Gélines. H. - Marcoux. A.	1
35	Lavoie. J.	1
37-40	Phaneuf. P. Gervais. E.	1
44	Moore. J. I.	1
46	Cloutier. L. P.	2
52-53-62	Deschamps. D.	1
60	Hamilton. H.	1
61	Fortin. R.	1
63-64	Loyer-H. Gauthier. A.	1
65	Bachand. H.	1
66	Samways. F. J.	2
67	Matte. R.	1
69-70	Jolin. A. Lafaille. R.	1

AGREEMENT entered into this July 27, 1948, between the SINGER MANUFACTURING COMPANY, having a place of business in the town of St Johns, Quebec, (hereinafter called the Company), Party of the First Part, and the UNITED STEELWORKERS OF AMERICA, Local 3764, (hereinafter called the Union), Party of the Second Part.

ARTICLE 1.- RECOGNITION.

a) On September 7, 1946, the Quebec Labour Relations Board Issued a certificate of recognition in favour of the United Steelworkers of America, Local 3764, to represent all the employees, day workers and piece workers, excepting foremen and confidential employees in the employ of the Singer Manufacturing Company, St. Johns, P.Q., and it is agreed by both parties that the terms of this agreement apply to the employees covered by this certificate.

b) Attached to this agreement, Appendix A, is a list of foremen and confidential employees who are exempt from the terms of this agreement.

c) The Union will notify the Company in writing of the names of its executive officers, grievance committee and any duly empowered representatives of the international organization or any changes thereof.

ARTICLE 2.- DEDUCTION OF UNION DUES.

a) For the duration of this contract, the Company agrees to deduct and remit monthly to the Secretary of Local 3764 the Union dues of two dollars (\$2.00) from the earnings of all employees who are members of Local 3764, United Steelworkers of America, in good standing on July 26, 1948 or become members after this date. The Union will furnish the Company with a certified list of its members in good standing on that date and subsequent lists of all employees who become members after that date.

b) Such deduction shall be made from the last pay of each month.

c) The Company agrees when remitting dues to forward to the Secretary of Local 3764 a list of those employees eligible for Union dues deduction for whom such deductions were not made during the month and a list of such employees who have left the service of the Company during the month. The Company will also supply the Union with a list of all departmental transfers for the month.

d) It is understood that the Company will have the right to post the following notice in all departments fifteen (15) days prior to the expiration of this contract.

"In accordance with the agreement entered into with the United Steelworkers of America, Local 3764, the Company has deducted the monthly Union dues of \$2.00 from all employees who were certified as members of the Union in good standing on July 26, 1948, or who become members after that date. Any employee who signifies after June 15, 1949 and before June 30, 1949 in writing to the Company and the Union that they are withdrawing from Union membership will not have their dues deducted by the Company for any renewal of this contract".-

ARTICLE 3. LOCK-OUTS AND STRIKES.

a) During the continuance of this Agreement, the Company agrees that there shall be no lock-out and the Union agrees that there will be no slow-down, strike or other stoppage of work until the procedure for the " Settlement of Disputes " have been exhausted.

b) The Union agrees to instruct all watchmen and power house operating employees, who are members of the Union, to carry on such duties that are necessary for the safety and maintenance of the factory property regardless of any Union activity.

c) There shall be no discrimination, interference or restrictions exercised by the Company or its agents against any employee because of membership in a Union and the Union agrees that no intimidation or coercion will be exercised to induce any of Company's employees to become a member of the Union and will not solicit membership on Company time or distribute propaganda or transact any business of the Union on company property or on Company time save such as is authorized by this Agreement.

d) The foregoing shall not be held to restrict or interfere with the right of individual employees to converse freely with each other upon matters of interest to them during their free time.

e) The Union shall have the right to post on notice boards such notices that are approved by the Works Manager or his representative.

ARTICLE 4. - GRIEVANCE PROCEDURE.

a) The Company will recognize Departmental Stewards as representatives of the employees in each of the plant sections as outlined in Appendix B of this agreement and the names of the Stewards and the Sections they represent will be given to the Company in writing by the Union. The Union will notify the Company in writing of any changes in personnel of the Departmental Stewards, such Stewards must have had minimum of one(1) year's service with the Company except in special cases by mutual consent. If additional departments are organized, additional Departmental Stewards shall be appointed by mutual agreement.

b) The Company will recognize a Grievance Committee composed of not more than three representatives elected by members of the Union who may be supplemented by the Departmental Stewards involved in the dispute and/ or the aggrieved employee when necessary.

c) The following procedure shall govern the settlement of disputes:

FIRST: The Departmental Steward and aggrieved employee if necessary shall discuss the complaint with the foreman of the department involved.

SECOND: Failing settlement, the complaint shall be presented to the foreman by one member of the Grievance Committee and the Department Steward and on the request of either party, shall be reduced to writing. All written grievance^s shall be signed by the aggrieved employee or group of employees concerned or Steward if it is a general department grievance. The foreman will render his decision within two (2) working days.

THIRD: Failing settlement, the complaint shall then be presented to the Department Manager by one member of the Grievance Committee and the Departmental Steward concerned. The decision of the Department Manager will be rendered within three (3) working days.

FOURTH: Failing settlement with the Department Manager, the grievance may be presented to the Works Manager and/or his representative by the Grievance Committee who shall have the right to be represented by duly empowered international representatives. The decision will be rendered by the Works Manager within five (5) working days after his receipt of grievance, except that the time for the Works Manager's decision shall be extended by the number of days in any period of absence from the plant following receipt of the Union's appeal

d) All decisions arrived at between the Company and the Union shall be final and binding upon the Company and the employee or group of employees concerned.

e) Employees with less than three month's service shall be considered as probationary employees. They shall be entitled to representation by the Union except for dismissal, in which case the Union will be given, upon request, the reasons for discharge.

f) The Company will afford reasonable opportunity to any Department Steward or member of the Grievance Committee to conduct any business authorized by this agreement and if for such purposes, it is necessary for such a member to absent himself temporarily from his work, permission to do so will not be unreasonably denied, upon application to his foreman. Such an employee shall report to his foreman upon his return to duty.

g) If no agreement is reached after following grievance procedure either party shall have the right to apply for a Board of Arbitration under the provisions of Quebec Trade Disputes Act. R.S.Q. 1941 Chapter 167, and its amendments.

h) The Company shall pay Departmental Stewards and members of the Grievance Committee for the time authorized during their regular working hours for the settlement of grievance at their average earnings for the previous week.

i) Notwithstanding the grievance procedure as outlined in this article any individual employee may present his or her personal grievance direct to the Company.

ARTICLE 5 DISMISSALS.

a) On dismissal, an employee shall immediately be sent to the Time Office where, if he desires, he may remain until he has had the opportunity of presenting his case to his steward or member of the Grievance Committee after which he shall leave the Company premises. A written grievance protesting the discharge may be presented by the Union which shall follow the regular procedure outlined for the settlement of grievances, except that the Personnel Manager shall be present at all steps. The employee has the right as part of the grievance on the discharge to claim his backpay from the date he was dismissed if he is reinstated.

b) Any grievance concerning a dismissal must be presented within ten (10) working days from the date of dismissal.

ARTICLE 6 HOLIDAYS.

- a) The Company recognizes the following holidays:-
- New Year's Day
 - Good Friday
 - St John the Baptist Day
 - Dominion Day
 - Labour Day
 - Thanksgiving Day
 - Christmas Day.-

b) Whenever any such day falls on Sunday and the following Monday is observed in the Province of Quebec as a holiday, then, for the purpose of this agreement, such Monday will be recognized or treated as a holiday within the meaning of this agreement.

c) Any employee, whether piece or day worker, who has been in the Company's employ continuously for six months or more immediately preceding such holiday and has not been absent from work on the holiday (if work is scheduled on that day), the working day immediately preceding the holiday, or on the working day immediately following the holiday, shall receive pay for such holiday as heretofore, except on the day following new Year's Day where there shall be no penalty for absence for those employees who notify their department Manager of their intention to be absent from work on that day.

d) Any exception to this rule, whereby an employee is given special permission to be absent day before or day after the holiday, a permit signed by the Foreman and approved by the works Manager or his representative must be produced to ensure payment of holiday pay.

e) Employees otherwise entitled to holiday pay who are absent from work on account of illness shall receive such holiday pay by presenting proof of illness. However, this pay shall not be made to any employee who has been absent continuously due to illness for more than thirteen (13) weeks prior to the holiday.

f) All work performed on the holidays described in this article will be paid at time and one half with the exception of watchmen and powerhouse operating employees who, when they are scheduled to work on these days will receive straight time. This pay will be in addition to the regular holiday pay provided for in that article. In selecting employees to work on a holiday, the Company will give consideration to those of equal ability who are willing to work. In the event that no suitable employee wants to work, the Company may direct such an employee to work and should this employee fail to do so without just cause he or she will be deprived of the holiday pay.

g) On the following religious days, namely:

Epiphany
Ascension
All Saints.
Immaculate Conception.

The Company will permit any employee, desiring to do so, to report for work at 8 A.M. However the time lost will be at the employees own expense.

ARTICLE 7 VACATIONS.

a) An annual vacation with pay to be given all employees in accordance with ordinances of the Minimum Wage Commission of the Province of Québec.

b) An additional week's vacation with pay will be given to all employees who, on April 30th in the year for which the vacation is scheduled, have completed five years service with the Company - the last one year of which service must be consecutive.

c) Vacation pay for the employees eligible for the additional week(s) vacation shall be computed at 4% of the wages earned during the period extending May 1st to April 30th next.

d) On termination of an employee's service with the Company, he shall receive separation pay in accordance with the ordinances of the Minimum Wage Commission of the Province of Quebec. However, if an employee is eligible for the additional week's vacation and he is laid off for lack of work or is forced to resign because of illness, he will be given separation pay in accordance with the provisions of the above mentioned ordinances, except it shall be calculated at 4% instead of 2%

e) The vacation period shall be granted during the period from May to September inclusive at such time or times as shall be fixed and determined by the Company. Such vacation days shall be exclusive of the Sundays and holidays hereinbefore specified.

f) Should the vacations be granted to all employees at the same time, that is, should the Company close the plant for the vacation week, the date of the vacation will be decided and noticed at least one month prior to the said vacation if possible.

ARTICLE 8 SENIORITY.

a) The seniority of all employees in the employ of the Company until October 1, 1948, shall be determined by the total time whether or not consecutive an employee shall have worked for the Company. The seniority of all previous employees not in the employ of the Company as of October 1, 1948 shall be cancelled. Any employee of five or more year's service, who leaves the Company after October 1, 1948 upon being rehired, shall receive credit for all previous service. as per Article 2, paragraph 6. The seniority of all employees with less than five years service shall be cancelled when they leave the employ of the Company.

b) Seniority rules shall apply to all employees covered by this agreement with the exception of:

- 1.- Apprentices shall have seniority standing only amongst themselves provided that upon becoming tradesman , they will be credited with their length of service with the Company during their apprenticeship.
- 2.- Employees who, as former members of the Armed Forces, may be entitled to special consideration as to Seniority and reinstatement according to the provisions of the Reinstatement in Civil Employment Act of 1942, as amended.
- 3.- Employees disabled in the Company service or incapacitated by reason of age or infirmity who, at the discretion of the Company, may be exempted from the seniority provisions and be given the preference of such work as they are capable of performing.
- 4.- Employees who have value to the Company because of special training or special qualifications.
- 5.- Employees with less than three consecutive months' service with the Company however after having completed the three months probationary period, seniority rights shall be calculated as of the first day of employment.
- 6.- Members of the Union Executive, Grievance Committee and Stewards, who, during their term of office shall be the last employees to be laid off.

c) The Company shall furnish the Union with a copy of the Company Seniority List which shall include the job classification of each employee. All revisions of this list will be made by the Union on examination of the Company List.

ARTICLE 9 PROMOTIONS.

a) Notice will be posted of all open day work jobs in Labor Grades A, B, C and D, and any employee who believes he is competent to perform the work required by such job may make application through his department foreman. If from among the applicants there are several that have the necessary ability and qualifications seniority will be the determining factor.

b) For promotions to open jobs in other Labor Grades, special consideration will be given to employees already working in the department where the opening occurs, but such promotions shall not necessarily be made if they unreasonably interfere with production requirements.

ARTICLE 10. LAY OFF AND RE-HIRE.

a) The order of lay-off due to lack of work and re-hiring after lay-off shall be determined on the basis of seniority among employees performing the same type of work.

b) A temporary lay-off due to lack of materials will not constitute a lay-off in the meaning of clause (a) of the present article unless such temporary lay-off exceeds fifteen (15) consecutive working days.

ARTICLE 11.- LOSS OF SENIORITY.

An employee shall lose his seniority in the following cases:-

- 1.- If he goes on strike without first exhausting the procedure of "Settlement of Disputes."
- 2.- If he is discharged for cause subject to his right to appeal the discharge in accordance with paragraph (f) Article A.
- 3.- If he leaves voluntarily.
- 4.- If he is absent from work for five (5) consecutive days without permission unless he can give reason satisfactory to the Company for failure to report to work.
- 5.- If he fails to return to work within seven (7) days after call by personal notification sent to him by messenger or by notice sent to him at his last known address by registered mail unless he can give a reason satisfactory to the Company for failure to report within the time prescribed.
- 6.- If a period of one (1) year elapses after his name has been removed from the payroll except that this period be extended for additional one (1) year periods if within two (2) months immediately preceding each anniversary of the lay-off date he requests the Company in writing to extend his seniority standing for the following year. However, in no event shall the extended period exceed the employee's length of service with the Company.

ARTICLE 12. TRANSFERS.

a) When an employee is transferred from one occupational group to another he shall maintain his standing in his former occupational group for a period of six months, after which his seniority rights in his former occupational group shall lapse and he shall, at the end of this six months period, be credited with his full seniority standing with the Company in his new occupational group.

b) An employee called upon to perform higher rated operations than his own, must be paid according to the rate established for the operation.

c) An employee transferred for the convenience of the Company on a temporary basis to a lower paid job that he does not ordinarily perform shall be paid his regular rate.

d) Employees transferred out of their Department due to lack of work to any open job, shall be given work in the same Labor Grade as their previous job if such an opening is available, provided they have the necessary qualifications and ability to satisfactorily perform the work. If such a job is not available they will be given the highest ranking job below his previous labor grade that may be open at the time.

ARTICLE 13 WAGES.

It is agreed that a scale of wage rates, job classifications and determination of overtime hours and pay will form part of this agreement and will be designed as Appendix C and D.

ARTICLE 14 LEAVE OF ABSENCE.

a) Employees elected or appointed as delegates of the Union, not exceeding five (5) in number at any one time, shall be given reasonable leave of absence without pay to enable them to perform the duties of such office provided that their request for such leave of absence is transmitted to the Management of the Company at least three (3) days before the first day of the period for which the leave of absence is requested.

b) Any one employee elected as a full time Union official shall, during his term of office but no longer than one year, be given leave of absence without pay and without loss of his seniority rights.

ARTICLE 15. EXPIRATION OF AGREEMENT.

The present agreement shall take effect from July 1, 1948, and shall be in force until June 30, 1949, to continue thereafter from year to year unless one of the parties to the said agreement gives a written notice to the other party within a delay of not more than sixty (60) days and not less than thirty (30) days prior to the expiration of the date of the expiry of the said agreement.

Dated At St Johns P.Q. this 27th day of July 1948.-

In testimony whereof we have affixed our signatures and seals in good faith.

THE SINGER MANUFACTURING COMPANY.

UNITED STEELWORKERS OF AMERICA local
3764

Works Manager

René Martin.

H.W. Karr.

Ara. Belanger.

Witness

Roger Dehis.

Witness.

R.J. Lamoureux.

Vraie Copie

signature illisible.
sous-directeur
sept 15/48.-

APPENDIX "A"

LIST OF FOREMEN AND CONFIDENTIAL EMPLOYEES EXCLUDED FROM UNION MEMBERSHIP.

FOREMEN		CLERICAL		CORRESPONDENCE	
3	Prenoveau R.J.	2-6	Bouchard, Miss A.	26	Brocklesby, Miss A.
7	Neithercutt, W.	7 9	Laplante, O.	35	Guerin Mrs. L.
14	Dextraze T.D.	10	Lachance, Miss E.	41	Moreau, Miss B.
20-21	Emond G.	11-13	Lachance, Miss A.		Shannon, Miss B.
26	Longpre G.	14	Lahhance J.		St. Germain Miss L.
33	Mathurin A.	29-30	Fortin, Miss C.	68	Mercier Miss H.
35	Champagne D.	33	Morrier A.		
37	Farmer W	41	Gardiner G.		<u>TIME STUDY.</u>
53	Denault G.	44	Richard I		Gregoire M.
61	Fortin J.	53	Hebert J.		Tasse L.
61	Raymond H.	61	Beaupré G.		Hebert Miss M.
61	Laforest F.	63-64	Coupal R.		
66	Boone R.	65	Fournier R.		
67	Morin H.	68	Bedard R.		<u>INSPECTION.</u>
69	Lafaille R				McGuire M.
					Prevost E.

APPENDIX "B"

PLANT SECTIONS REPRESENTED BY SHOP STEWARDS.

<u>Departments.</u>	<u>FOREMEN</u>	<u>NO. OF STEWARDS.</u>
1	Paquette A.	1
2-3-4-5-6-	Ouellet L.	
7	Dickinson J.	1
8-9-	Ouellet L.	1
10	Findlater J.	1
11-12-13	Vinet C	1
14	McLaney T	1
15-16	Beusch G.D.	1
17-18	Beusch G.D.	1
19-20-21	Beusch G.D.	1
22-23-31-41-47	Lyon A	1
25-26-27-29	Wilson R	1
29-30	Chretien A.	1
33-34	Gelineau H. Marcoux A.	1
35	Lavoie J	1
37-40	Phaneuf P. Gervais E.	1
44	Moore J.I.	1
46	Cloutier L.P.	2
52-53-62	Deschamps D.	1
60	Hamilton W,	1
61	Fortin R.	2
63-64	Loyer H. Gauthier A.	1
65	Bachand H.	1
66	Weeks J.-E.	2
67	Matte R.	1
69-70	Jolin A.- Lafaille R.	1

APPENDIX "C"

a) All work performed in excess of nine (9) hours per day or 45 hours in any one week, or on Saturdays (Except where an employee has been absent during the week without permission) or on Sundays, will be paid at time and one half, except as noted in paragraph (b) Appendix C.

b) Watchmen and Power House Operating employees will be paid time and one half only after forty-five hours in any one scheduled work-week regardless of Saturday or Sunday work.

c) Employees with the exception of Watchmen, Power House Operators and First Aid Assistant will be paid a premium of five cents (5¢) per hour for each hour worked after 6 P.M., except for those hours where the individual is being paid overtime premium.

d) Time worked by employees called in on emergency jobs outside of his or her regular shift or schedule shall be classified and paid for as overtime. Whatever the time worked, such employee shall receive at least the equivalent of four (4) hours pay at straight time rates. This clause shall not apply to watchmen called in from 12 noon to 1 P.M. as this hours shall be considered as part of their regular work-week and shall be paid at straight time.

e) An employee, who at the discretion of the Company reports for work at the beginning of his or her regular shift or at such time as may be designated by the Company, if not furnished three (3) hours of work, shall be given three (3) hours of pay in lieu thereof. This shall not apply, however, in the event that the work which he or she is called on to perform is prevented or interrupted by machinery failure, fire, strike or other emergency causes beyond the control of the Company or because of the failure or refusal of other employees to report or perform their work.

f) Overtime hours will be worked only when necessary and shall be distributed as evenly as possible among the employees in the departments or department affected capable of doing the work required.

g) No foreman shall perform production work except on testing machines or where it is a customary part of their supervisory duties or in emergencies. They will not replace regular employees unless such employees are not available.

W A G E S .

A. Day Work Labor Grades - Applicable Rates.

<u>Labor Grade.</u>	<u>Male Rate</u>		<u>Female Rate.</u>	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
A	1.17	1.25	1.00	1.08
B	1.08	1.17	.91	1.00
C	.99	1.08	.82	.91
D	.90	.99	.73	.82
E	.81	.90	.64	.73
F	.73	.81	.56	.64

MINIMUM HIRING RATES.

	<u>Starting Rate.</u>	<u>After 3 Months.</u>
Male	.69	.73
Female	.51	.56

Piece Work Labor Grades - Applicable Rates.

<u>Labor Grade</u>	<u>Male</u>		<u>Female & Youths</u>	
	<u>Inc.</u>	<u>Expec. - Base Rate.</u>	<u>Inc</u>	<u>Expec. Base Rate.-</u>
C	.92	.73		
D	.86	.69	.68	.55
E	.80	.64	.62	.50
F	.75	.60	.56	.45

An hourly increase of 13¢ men and 11¢ women will be added to the employees incentive earnings.

Scale of Rates - Youth.

<u>Age.</u>	<u>Male.</u>	<u>Female.</u>
15 - 15½ Years	.38	Not applicable
15½ 16 "	.43	" "
16 16½ "	.48	.38
16½ 17 "	.53	.41
17 17½ "	.58	.44
17½ 18 "	.63	.48
18 19 "	.68	.52

Rates to be applied to Apprentices.

	<u>Toolmakers</u>	<u>Steamfitter</u>
	<u>Electricians</u>	<u>Tinsmith</u> <u>Bricklayers.</u>
1st 6 Months	.50	.50
2nd " "	.55	.50
3rd " "	.60	.60
4th " "	.65	.60
5th " "	.71	.70
6th " "	.77	.70
7th " "	.83	.80
8th " "	.89	.80

LEARNERS.

All Learners male and female will be guaranteed the basic rate of the Labor Grade in which their work is classified, after 3 months' employment.

b) Pieceworkers will be guaranteed the base rate of the Labor Grade of their jobs. They shall receive additional compensation in direct proportion to the amount of work produced. The incentive shall be set that a normal operator exercising normal incentive under normal working conditions will earn, while working on incentive, 25% above the base rate on all jobs.

c) Rates established following the signing of this agreement which are corrected because of errors in making time studies shall be retroactive to date the grievance was submitted. Any other rates which are adjusted will be paid from date new rate is established.

d) Upon request the Union shall have the right to review on the Company's premises records of all piecework timing. Application of the piecework method of payment which, for the average employee does not result in earnings equal to the incentive expectancy of his labor grade shall, at the request of the Union, be restaded by the Company.

e) The Company will pay piecework employees a rate based on the individual's average straight time earnings of the previous week rather than the guaranteed base rate in the following cases:

- 1.- For time spent at the request of the Company in the instruction of another employee.
- 2.- For emergency work of a temporary nature performed at the request of the Company.
- 3.- On experimental or development work where a method has been changed and tools are being tried or adjusted.
- 4.- Where the work an employee normally performs remains, but the employee is transferred on a temporary basis, for the convenience of the Company, to a lower paid job that he does not ordinarily perform
- 5.- Piece work employees will be paid average earnings where the established piece-work rate is not applicable due to small lots.

f) All day work employees will be reviewed six (6) months following the signing of this contract for possible merit increase.

APPENDIX "D"

a) Agreement on Job Classification, signed by both parties, June 17, 1948 will form part of this agreement.

AGREEMENT

Agreement entered into this Sixth day of December, 1946, between THE SINGER MANUFACTURING COMPANY, having a place of business in the Town of St. Johns, Quebec, (hereinafter called the "Company"), Party of the First Part, and the UNITED STEELWORKERS OF AMERICA, LOCAL 3764, (hereinafter called the "Union"), Party of the Second Part.

ARTICLE NO. 1

RECOGNITION

(a) On September 7th, 1946, the Quebec Labour Relations Board issued a certificate of recognition in favour of the United Steelworkers of America Local 3764, to represent all the employees, day workers and pieceworkers, excepting the foremen and confidential employees in the employ of The Singer Manufacturing Company, St. Johns, P.Q. and it is agreed by both parties that the terms of this agreement apply to the employees covered by this certificate.

(b) Attached to this agreement, Appendix A, is a list of foremen and confidential employees who are exempt from the terms of this agreement.

(c) The Union will notify the Company in writing of the names of its executive officers, grievance committee and any duly empowered representatives of the international organization, or any changes thereof.

ARTICLE NO. 2

DEDUCTION OF UNION DUES

(a) For the duration of this contract the

Company

19/1656

Company agrees to deduct and remit monthly to the Secretary of Local 3764 the Union dues of One dollar Fifty cents (\$1.50) from the earnings of all employees who are members of Local 3764, United Steelworkers of America, in good standing on December 20th, 1946, or become members after this date. The Union will furnish the Company with a certified list of its members in good standing on that date and subsequent lists of all employees who become members after that date.

(b) Such deduction shall be made from the last pay of each month.

(c) The Company agrees when remitting dues to forward to the Secretary of Local 3764 a list of those employees eligible for Union dues deduction for whom such deductions were not made during the month and a list of such employees who have left the service of the Company during the month.

(d) It is understood that the Company shall have the right to post the following notice in all departments immediately after the signing of this contract or a notice to the same effect for any renewal thereof:-

"In accordance with the agreement entered into with the United Steelworkers of America, Local 3764, the Company will deduct the monthly Union dues of \$1.50 for the duration of this agreement from all employees who are members of the Union in good standing on December 20th, 1946. All employees who signify in writing to the Company and the Union that they are withdrawing from Union membership before December 20th, 1946, will not have their dues deducted by the Company".

ARTICLE NO. 3

LOCK-OUTS AND STRIKES

(a) During the continuance of this agreement,

the

The Company agrees that there shall be no lock-out and the Union agrees that there will be no slow-down, strike, or other stoppage of work until the procedure for the "Settlement of Disputes" has been exhausted.

(b) The Union agrees to instruct all Watchmen and Power House operating employees, who are members of the Union, to carry on such duties that are necessary for the safety and maintenance of the factory property regardless of any Union activity.

(c) There shall be no discrimination, interference or restrictions, exercised by the Company or its agents against any employee because of membership in a Union and the Union agrees that no intimidation or coercion will be exercised to induce any of the Company's employees to become a member of the Union and will not solicit membership on Company time or distribute propaganda or transact any business of the Union on Company property or on Company time save such as is authorized by this agreement.

(d) The foregoing shall not be held to restrict or interfere with the right of individual employees to converse freely with each other upon any matters of interest to them during their free time.

(e) The Union shall have the right to post on notice boards such notices that are approved by the Works Manager or his representative.

ARTICLE NO. 4

GRIEVANCE PROCEDURE

(a) The Company will recognize one Departmental Steward as the representative of the employees in each of

of the plant sections as outlined in Appendix B, of this agreement, and the names of the Stewards and the sections they represent will be given to the Company in writing by the Union. The Union will notify the Company in writing of any changes in personnel of the Departmental Stewards, such Stewards must have had a minimum of one (1) year's service with the Company. If additional departments are organized, there shall be additional Departmental Stewards appointed by mutual agreement.

(b) The Company will recognize a Grievance Committee composed of not more than three representatives elected by members of the Union, who may be supplemented by the Departmental Steward involved in the dispute and/or the aggrieved employee when necessary.

(c) The following procedure shall govern the settlement of disputes:

First: The Departmental Steward and aggrieved employee if necessary shall discuss the complaint with the foreman of the department involved.

Second: Failing settlement the complaint shall be reduced to writing and shall be represented to the foreman by one member of the Grievance Committee and the Departmental Steward. All written grievance will be signed by the aggrieved employee, or group of employees concerned, or steward if it is a general department grievance.

The foreman will render his decisions within two (2) working days.

Third: Failing settlement the complaint shall then be presented to the Department Manager by one member of the Grievance Committee and the

Departmental

Departmental Steward concerned. The decision of the Departmental Manager will be rendered within three (3) working days.

Fourth Failing settlement with the Departmental Manager, the grievance may be presented to the Works Manager and/or his representative by the Grievance Committee who shall have the right to be represented by duly empowered international representatives. The decision will be rendered by the Works Manager within five (5) working days after his receipt of grievance, except that the time for the Works Manager's decision shall be extended by the number of days in any period of absence from the plant following receipt of the Union's appeal.

- (d) All decisions arrived at between the Company and the Union shall be final and binding upon the Company and the employee or group of employees concerned.
- (e) Grievances within the meaning of the grievance procedure shall consist only of disputes concerning the interpretation and application of the clauses of this agreement, working conditions, alleged abuses of discretion by foremen or supervisors in treatment of employees, and dismissals, except where the employee has less than three months' service with the Company, but in these cases the Union will be given, upon request, the reasons for discharge.
- (f) Any grievance relating to a discharge must be **presented** within ten (10) working days from the date of discharge.

(g)

(g) The Company will afford reasonable opportunity to any Department Steward or member of the Grievance Committee to conduct any business authorized by this agreement and if for such purposes it is necessary for such a member to absent himself temporarily from his work, permission to do so will not be unreasonably denied, upon application to his foreman. Such an employee shall report to his foreman upon his return to duty.

(h) If no agreement is reached after following grievance procedure, the parties will endeavour to effect settlement through some agreed method of arbitration to be final and binding on both parties, but failing such an agreement as to arbitration then either party shall have the right to apply for a Board of Arbitration under the provisions of Quebec Trade Disputes Act, R.S.Q. 1941 Chapter 167, and its amendments.

(i) Notwithstanding the grievance procedure as outlined in this article any individual employee may present his or her personal grievance direct to the Company.

ARTICLE No. 5

HOLIDAYS

(a) The Company recognizes the following holidays:-

New Year's Day
Good Friday
St. John the Baptist Day
Dominion Day
Labour Day
Thanksgiving Day
Christmas Day

(b) Whenever any such day falls on Sunday and

the

the following Monday is observed in the Province of Quebec as a holiday, then, for the purpose of this agreement, such Monday will be recognized or treated as a holiday within the meaning of this agreement.

(c) Any employee, whether piece or day worker, who has been in the Company's employ continuously for six months or more immediately preceding such holiday and has not been absent from work on the holiday (if work is scheduled on that day), the working day immediately preceding the holiday, or on the working day immediately following the holiday, shall receive pay for such holiday as heretofore, except on the day following New Year's Day where there shall be no penalty for absence for those employees who notify their Department Manager of their intention to be absent from work on that day.

ARTICLE NO. 6

VACATIONS

(a) An annual vacation with pay to be given all employees in accordance with ordinances of the Minimum Wage Commission of the Province of Quebec.

(b) The vacation period shall be granted during the period from June to September, inclusive, at such time or times as shall be fixed and determined by the Company. Such vacation days shall be exclusive of the Sundays and holidays hereinbefore specified.

(c) Should the vacations be granted to all employees at the same time, that is, should the Company close the plant for the vacation week, the date of the vacation will be decided and noticed a month prior to

the

the said vacation if possible.

ARTICLE NO. 7

SENIORITY

(a) The seniority of an employee shall be determined by the total time, whether or not consecutive, an employee shall have worked for the Company, his ability to efficiently fulfil job requirements with a work rating of "Average or Better" and his job history in the plant.

(b) The employee's work rating of "Average or Better" shall be determined by the Company's records of the employee, consideration being given to the employee's ability to perform the operation, his speed in performing the operation, his regularity of attendance and the extent to which he can be trusted to follow instructions, remain on the job, and get along satisfactorily with his fellow workers. The degree of "Average" is attained when performance is such that the foreman considers the relative result satisfactory, that is, not poor enough to have to warn the employee and not good enough to raise the foreman's enthusiasm. "Average" is used as a yardstick in determining degree of efficiency.

(c) Seniority rules shall apply to all employees covered by this agreement with the exception of:

1. Apprentices shall have seniority standing only amongst themselves provided that upon becoming tradesmen, they will be credited with their length of service with the Company during their apprenticeship.

2. Employees who, as former members of the Armed

Forces

Forces, may be entitled to special consideration as to seniority and reinstatement, according to the provisions of the Reinstatement in Civil Employment Act of 1942, as amended.

3. Employees disabled in The Company service or incapacitated by reason of age or infirmity who, at the discretion of the Company may be exempted from the seniority provisions and be given the preference of such work as they are capable of performing.
4. Employees who have value to the Company because of special training or special qualifications.
5. Employees with less than three consecutive months' service with the Company, however, after having completed the three months' probationary period, ~~seniority rights~~, seniority rights shall be calculated as of the first day of employment.
6. Members of the Union Executive and Grievance Committees who, during their term of office shall be the last employees to be laid off.

ARTICLE NO. 3.

LOSS OF SENIORITY

An employee shall lose his seniority in the following cases:-

1. If he goes on strike without first exhausting the procedure for "Settlement of Disputes".
2. If he is discharged for cause subject to his right to appeal the discharge in accordance with paragraph (f), ~~Article 4.~~

3. If he leaves voluntarily.
4. If he is absent from work for five (5) consecutive days without permission unless he can give a reason satisfactory to the Company for failure to report to work.
5. If he fails to return to work within seven (7) days after call by personal notification sent to him by messenger or by notice sent to him at his last known address by registered mail unless he can give a reason satisfactory to the Company for failure to report within the time prescribed.
6. If a period of one (1) year elapses after his name has been removed from the payroll except that this period may be extended for four (4) additional one (1) year periods if within two (2) months immediately preceding each anniversary of the lay-off date he requests the Company in writing to extend his seniority standing for the following year. However, in no event shall the extended period exceed the employee's length of service with the Company.

ARTICLE NO. 9

LAY-OFF AND RE-HIRING

The order of lay-off due to lack of work and re-hiring after lay-off shall be determined on the basis of seniority among employees performing the same type of work.

ARTICLE NO. 10

TRANSFERS

(a) When an employee is transferred from one

occupational

occupational group to another he shall maintain his standing in his former occupational group for a period of six months, after which time his seniority rights in his former occupational group shall lapse and he shall, at the end of this six months' period, be credited with his full seniority standing with the Company in his new occupational group.

(b) An employee called upon to perform higher rated operations than his own, must be paid according to the rate established for the operation.

(c) An employee who believes that he is competent to perform more valuable work may discuss the matter with the foreman and forward his application in writing to the personnel department stating his qualifications.

(d) An employee transferred for the convenience of the Company on a temporary basis to a lower paid job that he does not ordinarily perform shall be paid his regular rate.

ARTICLE NO. 11

WAGES

It is agreed that a scale of wage rates, job classifications and determination of overtime hours and pay will form part of this agreement and will be designated as Appendix C.

ARTICLE NO. 12

LEAVE OF ABSENCE

(a) Employees elected or appointed as delegates of the Union, not exceeding five (5) in number at any one time, shall be given reasonable leave of absence without pay to enable them to perform the duties of such

office,

office, provided that their request for such leave of absence is transmitted to the Management of the Company at least three (3) days before the first day of the period for which the leave of absence is requested.

(b) Any one employee elected as a full time Union Official shall, during his term of office but not for longer than one year, be given leave of absence without pay and without loss of his seniority rights.

ARTICLE NO. 13

EXPIRATION OF AGREEMENT

The present agreement shall take effect from the 1st day of December, 1946, and shall be in force until the 30th day of November, 1947, to continue thereafter from year to year unless one of the parties to the said agreement gives a written notice to the other party within a delay of not more than sixty (60) days and not less than thirty (30) days prior to the expiration of the date of the expiry of the said agreement.

DATED at St. Johns, Quebec, this 6th day of December, 1946.

IN TESTIMONY WHEREOF we have affixed our signatures and seals in good faith.

WITNESSES:

Paul Gauthier

R.J. Lamoureux

Sub. Dist. Distrb

J.Y. Thompson, Rep. U.S.A.

THE SINGER MANUFACTURING COMPANY

A. Falls

UNITED STEELWORKERS OF AMERICA,
LOCAL 3764

René Martin

Georges Choquette

Russell Willcocks

Armand Bélanger

APPENDIX A.

LIST OF FOREMEN AND CONFIDENTIAL EMPLOYEES

EXCLUDED FROM UNION MEMBERSHIP

FOREMEN

Dept. 7.	Neithercut, W.	Dept. 61.	Fortin, J.
" 14.	Dextraze, T.D.	" 61.	Raymond, H.
" 26.	Longpré, G.	" 61.	Fournier, B.
" 33.	Mathurin, A.	" 66.	Boone, R.
" 35.	Champagne, D.	" 66.	Lacasse, E.
" 53.	Deneault, G.	" 67.	Morin, H.
" 61.	Hébert, J.	" 69.	Lafaille, R.
" 61.	LaForeet, E.	"	

CONFIDENTIAL

Clerical

Dept, 2/6.	Bouchard, Miss A.	Dept. 33.	Morier, A.
" 7/9.	Laplante, O.	" 53.	Hébert, J.
" 10.	Lachance, Miss E.	" 61.	Beaupré, G.
" 11/13.	Lachance, Miss A.	" 65.	Fournier, R.
" 20/21.	Emond, G.	" 68.	Durocher, A.
" 25/28.	Boucher, Miss E.	" 68.	Bédard, R.
" 29/30.	Fortin, Miss C.		

Correspondence

Dept. 26.	Brocklesby, Miss A.	Dept. 41.	Moreau, Miss B.
" 35.	Clowery, Miss G.	" 41.	Shannon, Miss B.
" 35.	Ménard, Miss J.	" 68.	Pimm, Mrs J.

Inspection

McGuire, M.	Prévost, E.
-------------	-------------

Time Study

Rainville, R.	Rollo, W.
Hébert, Miss M.	Babecki, P.

This is Appendix A referred to in the Agreement entered into between The Singer Manufacturing Company and the United Steelworkers of America, Local 3764, on the 6th day of December, 1946.

APPENDIX B.

PLANT SECTIONS REPRESENTED BY

SHOP STEWARDS

<u>Dept. No.</u>	<u>Foreman</u>	<u>No. of Stewards</u>
1	Paquette, A.	1
2-3-4-5-6 14	Ouellet, L.) Dextraze, T. D.)	1
7 8-9	Dickinson, J.) Ouellet, L.)	1
10	Findlater, J.	1
11-12-13	Vinet, C.	1
15-16-19	Beusch, G. D.	1
17-18-20-21	Beusch, G. D.	1
22-23-31-41-47	Lyon, A.	1
25-26-27-28	Wilson, R.	1
29-30	Chrétien, A.	1
33 34	Gélineau, H.) Marcoux, A.)	1
35	Lavoie, J.)	1
37 40	Phaneuf, P.) Gervais, E.)	1
46	Cloutier, L. P.)	2
52 53 62	Deschamps, D.) ") ")	1
61	Fortin, R.	2 1 day 1 night
63 64 68	Loyer, A.) Gauthier, A.) McKnight, R.)	1
65 69	Bachard, H.) Lafaille, R.)	1
66	Shatwell, H.	1
67	Matte, R.	1
70	Jolin, A.	1
60	Namilton, W.	1

This is Appendix B referred to in the Agreement entered into between The Singer Manufacturing Company and the United Steelworkers of America, Local 3764, on the 6th day of December, 1946.

APPENDIX C.

- (a) All work except as noted in paragraph (b) appendix C performed in excess of nine (9) hours per day or forty-five (45) hours in one week shall constitute overtime and shall be paid at the rate of time and one half the average straight time hourly earnings for the week.
- (b) All work performed by Watchmen and Power House operating employees after 45 hours in any one scheduled work-week shall be paid at the rate of time and one half.
- (c) All work performed on all Saturdays; Sundays and any holiday, listed in Article No. 5, will be paid at time and one half, This pay will be in addition to the regular holiday pay provided for in that article. In selecting employees to work on Sunday or a holiday the Company will give consideration to those of equal ability who are willing to work. In the event that no suitable employee wants to work, the Company may direct such an employee to work and should this employee fail to do so without just cause, he or she will be deprived of the holiday pay provided for in Article No. 5.
- (d) Employees engaged on production work will be considered night-shift employees if the majority of the hours worked fall between 6 P.M. and 6 A.M. All employees in this category will be paid a premium of 5 cents per hour for each hour worked after 6 P.M.
- (e) Time worked by employees called in on emergency jobs outside of his or her regular shift or schedule shall be classed and paid for as overtime. Whatever the time worked, such employee shall receive at least the equivalent of four (4) hours pay at straight time rates. This clause

shall

shall not apply to watchmen called in from 12 NOON to 1 P.M., as this hour shall be considered as part of their regular work-week and shall be paid at straight time.

(f) An employee, who at the direction of the Company reports for work at the beginning of his or her regular shift or at such other time as may be designated by the Company, if not furnished two (2) hours of work shall be given two (2) hours of pay in lieu thereof. This shall not apply, however, in the event that the work which he or she is called on to perform is prevented or interrupted by machinery failure, fire, strike, or other emergency causes beyond the control of the Company or because of the failure or refusal of other employees to report or perform their work.

(g) Overtime hours will be worked only when necessary and shall be distributed as evenly as possible among the employees in the departments or department affected capable of doing the work required.

(h) Wage rates shall be paid in accordance with the Regional War Labour Board Ruling, details of which are set out below:

DAY WORK LABOR GRADES- APPLICABLE RATES

<u>LABOR GRADE</u>	<u>MALE Rate</u>		<u>FEMALE Rate</u>	
	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>
A	1.12	1.04	.97	.89
B	1.04	.95	.89	.80
C.	.95	.86	.80	.71
D.	.86	.77	.71	.62
E.	.77	.68	.62	.53
F.	.68	.60	.53	.45

MINIMUM HIRING RATES:

MALE .56¢ per hour.

FEMALE .40¢ per hour.

To be increased after 3 MONTHS TO:

MALE .60¢ per hour.

FEMALE .45¢ per hour.

PIECE WORK LABOR GRADES- APPLICABLE RATES

<u>LABOR GRADE</u>	<u>MALE</u>		<u>DEMALE</u>	
	<u>INCENTIVE EXPECTANCY</u>	<u>BASE RATE</u>	<u>INCENTIVE EXPECTANCY</u>	<u>BASE RATE</u>
C	.92	.73	.74	.60
D	.86	.69	.68	.55
E	.80	.64	.62	.50
F	.75	.60	.56	.45

SCALE OF RATES YOUTH

<u>FEMALE</u>		
16	to 16-1/2 Years	.30
16-1/2	to 17 Years	.33
17	to 17-1/2 Years	.36
17½	to 18 Years	.40
<u>YOUTH- MALE</u>		
15	to 15-1/2 Years	.30
15-1/2	to 16 Years	.35
16	to 16-1/2 Years	.40
16-1/2	to 17 Years	.45
17	to 17-1/2 Years	.50
17-1/2	to 18 Years	.55

APPLY ADULT RATES FOR ALL EMPLOYEES 18 YEARS AND OVER

RATES TO BE APPLIED TO APPRENTICES

TOOLMAKERS

ELECTRICIANS

.....

1st	6 months	.35
2nd	6 "	.40
3rd	6 "	.45
4th	6 "	.50
5th	6 "	.55
6th	6 "	.60
7th	6 "	.65
8th	<u>6</u> "	.70

STEAM FITTER

TINSMITH

BRICKLAYER

.....

1st	Year	.35
2nd	"	.45
3rd	"	.55
4th	"	.65

ALL EMPLOYEES COMPLETING COURSES SHALL BE PAID RATES APPLICABLE
TO TRADE

SCALE OF RATES FOR MALE LEARNERS- PIECEWORK

<u>LABOR GRADE</u>	<u>HIRING RATE</u>	<u>3 MO.</u>
C	.56	.73
D	.56	.69
E	.56	.64
F	.56	.60

SCALE OF RATES FOR FEMALE LEARNERS- PIECEWORK

E	.40	.50
F	.40	.45

This is Appendix C referred to in the Agreement entered into between The Singer Manufacturing Company and the United Steelworkers of America, Local 3764, on the 6th day of December, 1946.