

A.H.-689 CRANE STEEL WARE LTD.

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COLLECTIVE LABOUR AGREEMENT entered into at the City of Quebec, P.Q; this 1st day of December 1948.

BY AND BETWEEN:

CRANE STEELWARE LIMITED, a body politic and corporate duly incorporated, having its Head Office and principal place of business in the City of Quebec, P.Q; (hereinafter called "the Company"),

PARTY OF THE FIRST PART;

AND:

L'UNION DES EMPLOYES DE CRANE STEELWARE LIMITED, aff. F.A.T. of St. Malo, Quebec, (hereinafter called "the Union"),

PARTY OF THE SECOND PART.

WHICH AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1- OBJET

The object of this Agreement is to establish and maintain a mutually harmonious relationship between the Company and its employees, and to provide machinery for the prompt and equitable disposition of any differences or grievances which may arise from time to time.

ARTICLE 2- APPLICATION & RECOGNITION

(a) The words "employee" or "employees" when used in this Agreement shall mean all those persons employed by the Company at its plant situated in the St. Malo Shops, in the City of Quebec, P.Q; with the exception of those employed as manager, superintendents, foremen, assistant-foremen, office employees, confidential employees.

(b) This Agreement shall apply only to the employees of the Company as hereinabove defined.

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(c) The Company recognized the Union during the term of this Agreement as the exclusive bargaining agent of the employees in virtue of that Certificate of Recognition issued by the Labour Relations Board of the Province of Quebec in favour of the Union on the 21st day of October, 1948.

(d) The Union recognizes that the management of the plant and the direction of the working forces including the right to direct, plan and control plant operations, to schedule working hours and the right to hire, promote, demote, transfer, suspend or discharge employees for cause, and to release employees because of lack of work or for other legitimate reasons, or the right to introduce new and improved methods or facilities, and to manage the plant in the traditional manner, is vested exclusively in the Company, subject to the express provisions of this Agreement.

(e) The Company agrees that no employee will in any manner be discriminated against, coerced, restrained or influenced on account of membership in the Union.

(f) The Union agrees that there will be discrimination, interference or coercion practised with respect to any employee because he is not a member of the Union.

(g) It is agreed that the Union shall not distribute or cause to be distributed by hand bills, pamphlets, literature or Union propaganda on Company premises or time.

(h) The Union will be allowed to post, on bulletin boards provided by the Company, notices regarding matters pertaining only to the Union. All such notices must be approved by the Plant Manager or his representative before being posted.

ARTICLE 3- UNION MEMBERSHIP

(a) An employee who is now a member of the Union, or who after this date becomes, or is reinstated as, a member of the Union shall, as a condition of employment with the Company, maintain such membership in good standing during the term of this Agreement.

(b) It is nevertheless agreed that any such member employee shall have the right, during the sixty (60) days prior to the expiration of each yearly period that this Agreement is in effect, to resign his membership in the Union by giving written notice thereof to the Union and to the Company to take effect at the end of the said yearly period.

(c) Notice of the expiration of each yearly period that this Agreement is in effect will be given to all employees by notice published on the bulletin boards of the Company.

(d) Failure to maintain membership as provided for in subparagraph (a) above will be notified by the Union to the Company by letter addressed to the Works Manager.

ARTICLE 4- LOCK-OUTS AND STRIKES

During the term of this Agreement, the Union agrees that neither it nor its members shall cause, aid, or abet or take part in any

strike, slow-down of production, stoppage of work or picketing for any cause whatsoever. For its part, the Company agrees not to engage in any lock-out and to maintain as steady a program of operations as may be, in its opinion, consistent with sound business judgment and operating efficiency.

No employee, whether a Union member or not, shall cause, or take part in, a strike, slow-down of production, stoppage of work or picketing. Should an employee so do, he shall be deemed to have broken this Agreement and shall be dismissed from the service of the Company.

ARTICLE 5- UNION ACTIVITY

(a) The Union agrees that, except as specified in this Agreement, there shall be no Union activity of any kind during working hours.

(b) The Company agrees that Union delegates, not exceeding one (1) at any one time, shall be granted leave of absence without pay for the transaction of business for the Union provided three (3) days notice of such absence is given to the Company. The Company shall consider such time off as time worked for the purpose of computing holidays and seniority. Aggregate time for leaves of absence preferred to in this clause shall not exceed thirty (30) days in any one year for any individual.

ARTICLE 6.- SAFETY AND HEALTH

The Company shall make reasonable provision for the safety and health of the employees during the hours of their employment and the Union agrees to assist the Company in this.

ARTICLE 7- WORKING HOURS, OVERTIME & HOLIDAYS

The following provisions with regard to working Hours, Overtime and Holidays will be applicable to all employees covered by this Agreement with the exception of Watchmen and Furnace tenders, who shall be subject to the provisions hereinafter contained in subparagraphs (j), (k) and (l).

(a) Depending upon the Company's decision as to availability of manpower and the requirements of production, the regular working week of the employees covered by this Agreement, whether on day work, on day shift or on night shift, shall be of forty-five (45) hours duration and shall be from Monday to Friday inclusive.

(b) An employee who works in excess of nine (9) hours in each day from Monday to Friday inclusive shall be paid, for such excess, a premium of 50% of his regular hourly rate of pay.

(c) For all time worked on a Saturday, an employee shall be paid a premium of 50% of his regular hourly rate of pay.

(d) For all time worked in excess of sixteen (16) consecutive working hours from Monday to Saturday inclusive, an employee shall be paid at double his regular hourly rate of pay.

(e) For all time worked on Sundays or on the following holidays an employee shall be paid at double his regular hourly rate of pay.

New Year's Day	Dominion Day
Epiphany	Labour Day
Good Friday	Thanksgiving Day
Ascension Day	All Saints Day
St, Jean Baptiste Day	Conception Day
Christmas Day	

(f) The following five (5) Statutory Holidays will be observed and all employees shall be paid their average daily hours for the preceding eight (8) weeks, or in the case of those with less than eight (8) weeks continuous service, their average daily hours for the whole of their service for the followings:

- (i) Epiphany
- (ii) Ascension Day
- (iii) St. Jean Baptiste Day
- (iv) Labour Day
- (v) All Saints Day

In the case of employees who work on any of the above five holidays, such payment will be in addition to the regular overtime.

(g) A bonus of five cents (.05¢) per hour shall be paid to all employees employed on the night shift.

(h) The double time rate for Sundays shall apply from midnight Saturday to midnight Sunday. The double time rate for the holidays listed in subparagraph (e) above shall apply during the twentyfour (24) hour period commencing at 7.00 a.m. on the date of such holidays.

(i) An employee, who is called back to work after completing his regular shift, will be given a minimum of three (3) hours work. This, however, will not apply to an employee who is kept on immediately after completing his regular shift.

(j) Depending upon the Company's decision as to the availability of manpower and the requirements of production, the regular working week of Watchmen and Furnace tenders, whether on day work or night work,

on day shift or on night shift, shall be of fifty-six (56) hours duration and shall be from Sunday to Saturday inclusive. Watchman and Furnace tenders, however, will be given one (1) day off work each week on such days as the Company may think fit, and may vary from time to time at the Company's discretion.

(k) A watchman or a Furnace tender who works in excess of the said fifty-six (56) hours in any week shall be paid, in such cases, a premium of 50% of his regular hourly rate of pay.

(l) A watchman or Furnace tender who is required to work on a legal holiday as hereinabove enumerated in subparagraph (e) will be given one (1) day off work during the fifteen (15) days following such a legal holiday, or will be paid at double his regular hourly rate of pay at the discretion of the Company.

#### ARTICLE 8- VACATIONS WITH PAY

(a) Vacations with pay shall be granted as follows:-

1. One week's vacation with pay to all employees who have completed one (1) year's continuous service but less than five (5) years' continuous service with the Company;
2. Two weeks' vacation with pay to all employees who have completed five (5) years' continuous service with the Company;
3. An employee who has not completed one (1) year's continuous service with the Company as of May 1st in each year, will only be entitled to a vacation with pay having a duration of as many <sup>half</sup> days as the number of full calendar months during which he has been continuously in the employ of the Company.

(b) Calculations of pay and of length of continuous service shall be determined as of 1st May in each year.

(c) Each employee entitled to receive a vacation of less than one week shall receive pay equal to two per cent (2%) of the wages earned by him in the service of the Company during the year previous to the 1st day of May determining his period of vacation. Each employee entitled to one or to two weeks' vacation shall receive for each the said weeks, pay equal to two per cent (2%) of the wages earned by him in the service of the Company during the year previous to the 1st day of May determining his period of vacation.

(d) The Company alone shall determine when the vacation is to be taken by the employees. The Company shall post on or before the 15th May in each year, a schedule of vacation periods.

ARTICLE 9- WAGES

Rates of pay for all job classifications are and will be as are set forth in Schedule "A" attached hereto to form of this Agreement.

ARTICLE 10- GRIEVANCE COMMITTEE & GRIEVANCES

A (1) The Union shall be entitled to appoint a Grievance Committee of three members for the purpose of discussing with the Company any dispute, grievance or complaint, (hereinafter called "Grievance") which arises out of the operation of this Agreement. Each member of the Grievance Committee must have been employed at least one year by the Company prior to his appointment as a committee member. The Union must notify the Company of the names of such committee members. Such committee

members must obtain permission from their foreman before leaving their jobs.

(11) In view of the special circumstances created by the fact that there are no employees of the Company who have been employed by the Company for a period of one (1) year, the Company agrees, for the purposes of the present Agreement, that all employees with eight (8) months' service with the Company will be eligible to be appointed to the Grievance Committee. It is understood and agreed that the exception herein contained will not serve as a precedent in any subsequent agreements which may be entered into by the parties hereof.

B. The following orderly procedure shall be followed in the settlement of grievances arising out of this Agreement.

- (a) The grievance must, in the first instance, be submitted by the employee to the foreman of the department concerned.
- (b) If the grievance is not adjusted by the foreman within forty-eight hours, the employee concerned may then appeal to the Grievance Committee which shall then discuss the matter with the Superintendent of the Department concerned.
- (c) If the grievance is not adjusted by the Department Superintendent, the Grievance Committee will refer same in writing to the Works Manager of the Company.
- (d) Should the employee's grievance not be adjusted by the Works Manager of the Company, the parties hereto will endeavour to effect settlement of the matter through some agreed method of arbitration which will be final

and binding upon both parties. Should, however, the parties fail to agree on a method of arbitration then either party shall have the right to apply for a council of Arbitration to be appointed in accordance with Section 18 et seq of the Quebec Trade Disputes Act (S.R.Q; 1941, Chapter 167).

ARTICLE 11- SENIORITY

- (a) Seniority shall mean the length of continuous service with the Company.
- (b) Seniority of each employee shall be established after a period of thirty (30) days and shall count from the date of his last hiring.
- (c) In all cases of promotions (except promotions to positions excluded from this Agreement) and in all cases of lay-off or decrease of working forces, the following factors shall be considered:
  - (i) Knowledge, efficiency and ability to perform the work;
  - (ii) Physical fitness;
  - (iii) Seniority.

Where factors (i) and (ii) are relatively equal in the opinion of the Company factor (iii) shall govern.

ARTICLE 12- TERM

This Agreement shall become effective on the 1st day of December 1948 and shall remain in effect for one year, namely until the 1st day of December 1949. It shall be automatically renewed for a further period of one year and from year to year <sup>thereafter</sup> upon the failure of either party to give to the other written notice of the termination of

the Agreement not more than sixty (60) days nor less than thirty (30) days prior to the expiration of each yearly period.

IN WITNESS WHEREOF the parties have signed at the place and on the day, month and year hereinabove first written.

L'UNION DES EMPLOYES DE CRANE  
STEELWARE LIMITED, aff, F.A.T.

CRANE STEELWARE LIMITED

SGD. Paul Cote, Pr.

SGD. R. S. COOKE, Manager

SGD. ELZEAR RACINE, Sec-Arc.

SGD. JOS. DION, Supt.

I, the undersigned, Assistant Secretary of Crane Steelware Limited, hereby certify that the foregoing is a true copy of a Collective Labour Agreement entered into between Crane Steelware Limited and L'Union des Employes de Crane Steelware Limited, aff. F.A.T. of St. Malo, Quebec, on the 1st day of December 1948.

Dated at Montreal, Quebec, January 14th, 1949.

CRANE STEELWARE LIMITED

P.G. Gillespie  
Assistant Secretary

## SCHEDULE "A"

HOURLY RATE OF PAY

Maintenance	1.20
Electrician	1.00
Welder	1.05
Welder Helper	.95
Buffer	.90
Pickler	.90
Inspector	.95
Millroom Operator	1.05
Millroom Helper	.95
Furnace Operator	1.10
Furnace Helper	1.05
Furnace Tenders	.85
Watchmen	.65
Sprayers	1.05
Ware Repairmen	.90
Pressman	1.30
Press Helper	1.00
Craters	.85
Bath Cleaner	.85
Janitor & Sundry	.80

COLLECTIVE LABOUR AGREEMENT entered into at the  
City of Quebec, P.Q., this 29th day of December 1949.

BY AND BETWEEN:

CRANE STEELWARE LIMITED, a body politic  
and corporate duly incorporated, having  
its Head Office and principal place of  
business in the City of Québec, P.Q.,  
(hereinafter called "THE COMPANY").

PARTY OF THE FIRST PART:

AND:

L'UNION DES EMPLOYES DE CRANE STEELWARE  
LIMITED, aff. F.A.T. of St. Malo, Quebec,  
(hereinafter called "THE UNION")

PARTY OF THE SECOND PART.

WHICH AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1 OBJECT:

The object of this Agreement is to establish and  
maintain a mutually harmonious relationship between the Com-  
pany and its employees, and to provide machinery for the prompt  
and equitable disposition of any differences or grievances which  
may arise from time to time.

ARTICLE 2 APPLICATION & RECOGNITION:

- a) The words "employee" or "employees" when used in this  
Agreement shall mean all those persons employed by the Company  
at its plant situated in the St. Malo Shops, in the City of  
Quebec, P.Q., with the exception of those employed as manager,  
superintendants, foremen, assistant-foremen, office employees,  
confidential employees.
- b) This Agreement shall apply only to the employees of  
the Company as hereinabove defined.

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c) The Company recognizes the Union during the term of this Agreement as the exclusive bargaining agent of the employees in virtue of that Certificate of Recognition issued by the Labour Relations board of the Province of Quebec in favour of the Union on the 21st day of October, 1948.

d) The Union recognizes that the management of the plant and the direction of the working forces including the right to direct, plan and control plant operations, to schedule working hours and the right to hire, promote, demote, transfer, suspend or discharge employees for cause, and to release employees because of lack of work or for other legitimate reasons, or the right to introduce new and improved methods or facilities, and to manage the plant in the traditional manner, is vested exclusively in the Company, subject to the express provisions of this Agreement.

e) The Company agrees that no employee will in any manner be discriminated against, coerced, restrained or influenced on account of membership in the Union.

f) The Union agrees that there will be no discrimination, interference or coercion practised with respect to any employee because he is not a member of the Union.

g) It is agreed that the Union shall not distribute or cause to be distributed any hand bills, pamphlets, literature or Union propaganda on Company premises or time.

h) The Union will be allowed to post, on bulletin boards provided by the Company, notices regarding matters pertaining only to the Union. All such notices must be approved by the Plant Manager or his representative before being posted.

ARTICLE 3 UNION MEMBERSHIP:

a) An employee who is now a member of the Union, or who after this date becomes, or is reinstated as, a member of the Union shall, as a condition of employment with the Company, maintain such membership in good standing during the term of this Agreement.

b) It is nevertheless agreed that any such member employee shall have the right, during the sixty (60) days prior to the expiration of each yearly period that this Agreement is in effect, to resign his membership in the Union by giving written notice thereof to the Union and to the Company to take effect at the end of the said yearly period.

c) Notice of the expiration of each yearly period that this Agreement is in effect will be given to all employees by notice published on the bulletin boards of the Company.

d) Failure to maintain membership as provided for in subparagraph (a) above will be notified by the Union to the Company by letter addressed to the Works Manager.

ARTICLE 4 LOCK-OUTS AND STRIKES:

During the term of this Agreement, the Union agrees that neither it nor its members shall cause, aid, or abet or take part in any

strike, slow-down of production, stoppage of work or picketing for any cause whatsoever. For its part, the Company agrees not to engage in any lock-out and to maintain as steady a program of operations as may be, in its opinion, consistent with sound business judgment and operating efficiency.

No employee, whether a Union member or not, shall cause, or take part in, a strike, slow-down of production, stoppage of work or picketing. Should an employee so do, he shall be deemed to have broken this Agreement and shall be dismissed from the service of the Company.

ARTICLE 5    UNION ACTIVITY:

a)            The Union agrees that, except as specified in this Agreement, there shall be no Union activity of any kind during working hours.

b)            The Company agrees that Union delegates, not exceeding one (1) at any one time, shall be granted leave of absence without pay for the transaction of business for the Union provided three (3) days notice of such absence is given to the Company. The Company shall consider such time off as time worked for the purpose of computing holidays and seniority. Aggregate time for leaves of absence referred to in this clause shall not exceed thirty (30) days in any one year for any individual.

ARTICLE 6    SAFETY AND HEALTH.

The Company shall make reasonable provision for the safety and health of the employees during the hours of their employment and the Union agrees to assist the Company in this.

ARTICLE 7 WORKING HOURS, OVERTIME & HOLIDAYS:

The following provisions with regard to Working Hours, Overtime and Holidays will be applicable to all employees covered by this Agreement with the exception of Watchmen and Furnace tenders, who shall be subject to the provisions hereinafter contained in/sub-paragraphs (j), (k) and (l).

a) Depending upon the Company's decision as to availability of manpower and the requirements of production, the regular working week of the employees covered by this Agreement, whether on day work, on day shifts or on night shift, shall be of forty-five (45) hours duration and shall be from Monday to Friday inclusive.

b) An employee who works in excess of nine (9) hours in each day from Monday to Friday inclusive shall be paid, for such excess, a premium of 50% of his regular hourly rate of pay.

c) For all time worked on a Saturday, an employee shall be paid a premium of 50% of his regular hourly rate of pay.

d) For all time worked in excess of sixteen (16) consecutive working hours from Monday to Saturday inclusive, an employee shall be paid at double his regular hourly rate of pay.

e) For all time worked on Sundays or on the following holidays an employee shall be paid at double his regular hourly rate of pay.

New Year's Day

Epiphany

Good Friday

Ascension Day

St. Jean Baptiste Day

Christmas Day.

Dominion Day

Labour Day

Thanksgiving Day

All Saints Day

Conception Day

f) The following six (6) Statutory Holidays will be observed and all employees shall be paid their average daily hours for the preceding eight (8) weeks, or in the case of those with less than eight (8) weeks continuous service, their average daily hours for the whole of their service, for the following days:

(i)	New Year's Day	(Monday, 2 January 1950)
(ii)	Ascension Day	(Thursday, 18 May 1950)
(iii)	Labour Day	(Monday, 4 September 1950)
(iv)	All Saints Day	(Wednesday 1 November 1950)
(v)	Conception Day	(Thursday, 8 December 1949)
(vi)	Christmas Day	(Monday, 26 December 1949)

provided the foregoing holidays are observed on a regular work day and the employee has worked the work day before and the work day after the holiday.

An employee who works on any of the above six holidays, will be paid double his regular rate of pay only but may, if he so desires, take one (1) day off work, without pay, during the fifteen (15) days following such holiday.

g) A bonus of five cents (0.05¢) per hour shall be paid to all employees employed on the night shift.

h) The double time <sup>rate</sup> for Sundays shall apply from midnight Saturday to midnight Sunday. The double time rate for the holidays listed in subparagraph (e) above shall apply during the twenty-four (24) hour period commencing at 7:00 a.m. on the date of such holidays.

i) An employee, who is called back to work after completing his regular shift, will be given a minimum of three (3) hours work. This however, will not apply to an employee who is kept on immediately after completing his regular shift.

j) Depending upon the Company's decision as to the availability of manpower and the requirements of production, the regular working week of Watchmen and Furnace tenders, whether on day work or night work,

on day shift or on night shift, shall be of fifty-six (56) hours duration and shall be from Sunday to Saturday inclusive. Watchman and Furnace tenders, however, will be given one (1) day off work each week on such days as the Company may think fit, and may vary from time to time at the Company's discretion.

k) A Watchman or a Furnace tender who works in excess of the said fifty-six (56) hours in any week shall be paid, in such cases, a premium of 50% of his regular hourly rate of pay.

l) A Watchman or Furnace tender who is required to work on a legal holiday as hereinabove enumerated in subparagraph (e) will be given one (1) day off work during the fifteen (15) days following such a legal holiday, or will be paid at double his regular hourly rate of pay at the discretion of the Company.

ARTICLE 8 VACATIONS WITH PAY:

a) Vacations with pay shall be granted as follows:

1. One week's vacation with pay to all employees who have completed one (1) year's continuous service but less than five (5) years' continuous service with the Company.

2. Two weeks' vacation with pay to all employees who have completed five (5) years' continuous service with the Company,

3. An employee who has not completed one (1) year's continuous service with the Company as of May 1st in each year, will only be entitled to a vacation with pay having a duration of as many half days as the number of full calendar months during which he has been continuously in the employ of the Company.

b) Calculations of pay and of length of continuous service shall be determined as of 1st May in each year.

c) Each employee entitled to receive a vacation of less than one week shall receive pay equal to two per cent (2%) of the wages earned by him in the service of the Company during the year previous to the 1st day of May determining his period of vacation. Each employee entitled to one or to two weeks' vacation shall receive for each of the said weeks, pay equal to two per cent (2%) of the wages earned by him in the service of the Company during the year previous to the 1st day of May determining his period of vacation.

shall

d) The Company alone determine when the vacation is to be taken by the employees. The Company shall post on or before the 15th May in each year, a schedule of vacation periods.

ARTICLE 9 WAGES:

Rates of pay for all job classifications are and will be as are set forth in Schedule "A" attached hereto to form part of this Agreement.

ARTICLE 10 GRIEVANCE COMMITTEE & GRIEVANCES:

A (i) The Union shall be entitled to appoint a Grievance Committee of three members for the purpose of discussing with the Company any dispute, grievance or complaint, (hereinafter called "Grievance") which arises out of the operation of this Agreement. Each member of the Grievance Committee must have been employed at least one year by the Company prior to his appointment as a committee member. The Union must notify the Company of the names of such committee members. Such committee members must obtain permission

from their foreman before leaving their jobs.

(ii) In view of the special circumstances created by the fact that there are no employees of the Company who have been employed by the Company for a period of one (1) year, the Company agrees, for the purposes of the present Agreement, that all employees with eight (8) months' service with the Company will be eligible to be appointed to the Grievance Committee. It is understood and agreed that the exception herein contained will not serve as a precedent in any subsequent agreements which may be entered into by the parties hereof.

b) The following orderly procedure shall be followed in the settlement of grievances arising out of this Agreement.

a) The grievance must, in the first instance, be submitted by the employee to the foreman of the department concerned.

b) If the grievance is not adjusted by the foreman within forty-eight hours, the employee concerned may then appeal to the Grievance Committee which shall then discuss the matter with the Superintendent of the Department concerned.

c) If the grievance is not adjusted by the Department Superintendent, the Grievance Committee will refer same in writing to the Works Manager of the Company.

d) Should the employee's grievance not be adjusted by the Works Manager of the Company, the parties hereto will endeavour to effect settlement of the matter through some agreed method of arbitration which will be final

and binding upon both parties. Should, however, the parties fail to agree on a method of arbitration then either party shall have the right to apply for a council of Arbitration to be appointed in accordance with Section 18 et seq of the Quebec Trade Disputes Act (R.S.Q. 1941, Chapter 167).

ARTICLE 11 SENIORITY:

- a) Seniority shall mean the length of continuous service with the Company.
- b) Seniority of each employee shall be established after a period of three (3) months and shall count from the date of his last hiring.
- c) In all cases of promotions (except promotions to positions excluded from this Agreement) and in all cases of lay-off or decrease of working forces, the following factors shall be considered,
  - (i) Knowledge, efficiency and ability to perform the work
  - (ii) Physical fitness,
  - (iii) Seniority.

where factors (i) and (ii) are relatively equal in the opinion of the Company factor (iii) shall govern.

ARTICLE 12. TERM:

This Agreement shall become effective on the 1st day of December 1949 and shall remain in effect for one year, namely until inclusive the 30th day of November 1950. It shall be automatically renewed for a further period of one year and from year to year thereafter upon the failure of either party to give to the other written notice of the termination of the Agreement not more than sixty (60)

days nor less than thirty (30) days prior to the expiration of each yearly period.

IN WITNESS WHEREOF the parties have signed at the place and on the day, month and year hereinabove first written.

L'UNION DES EMPLOYES DE CRANE  
STEELWARE LIMITED, aff. F.A.T.

CRANE STEELWARE LIMITED.

PAUL COTE.

R. COOKE.

ELZEAR RACINE.

JOSEPH DION.

J.M. LANDRIAULT.  
A.F.L. Rep.

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HOURLY RATES OF PAY.

<u>CLASSIFICATION:</u>	<u>RATE:</u>
Maintenance	\$1.30
Electrician	1.10
Welder	1.15
Welder Helper	1.05
Buffer	1.00
Pickler	1.00
Inspector	1.05
Millroom Operator	1.15
Millroom Helper	1.05
Furnace Operator	1.20
Furnace Helper	1.15
Furnace Tender	.95
Watchman	.75
Sprayer	1.15
Sprayer Helper	.95
Ware Repairman	1.00
Crater	.95
Janitor & Sundry (including general labour)	.90

Where an employee is transferred from one classification to another, he shall continue to be paid at the rate of his previous classification until such time as, in the opinion of the Company, he is qualified to be paid at the rate of his new classification.

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COLLECTIVE LABOUR AGREEMENT.

ENTERED into at the City of Québec, P.Q. this 23 rd day of.....  
decembre ..... 1950.

BY AND BETWEEN:

CRANE STEELWARE LIMITED. a body politic  
and corporate duly incorporated, having  
its Head Office and principal place of  
business in the City of Quebec, P.Q.,  
( hereinafter called "THE COMPANY" ),

PARTY OF THE FIRST PART,

L'UNION DES EMPLOYES DE CRANE STEELWARE  
LIMITED, aff. F.A.T. of St. Malo, Québec,  
( hereinafter called "THE UNION" ),

PARTY OF THE SECOND PART.

WHICH AGREEMENT WITNESSETH AS FOLLOWS:

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ARTICLE 1.

OBJECT:

The object of this Agreement is to establish and maintain  
a mutually harmonious relationship between the Company and its em-  
ployees, and to provide machinery for the prompt and equitable dispo-  
sition of any differences or grievances which may arise from time to  
time.

ARTICLE 2.

- a) The words "employee" or "employees" when used in this Agree-  
ment shall mean all those persons employed by the Company at its plant  
situated in the St. Malo Shops, in the City of Quebec, P.Q. with the ex-  
ception of those employed as manager, superintendents, foremen, assistant-  
foreman, office and other salaried employees and confidential employees.
- b) This Agreement shall apply only to the employees of the Company  
as hereinabove defined.

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- c) The Company recognizes the Union during the term of this Agreement as the exclusive bargaining agent of the employees in virtue of the Certificate of Recognition issued by the Labour Relations Board of the Province of Quebec in favour of the Union on the 21st day of October, 1948.
- d) The Union recognizes that the management of the plant and the direction of the working forces including the right to direct, plan and control operations, to schedule working hours and the right to hire, promote, demote, transfer, suspend or discharge employees for cause, and to release employees because of lack of work or for other legitimate reasons, or the right to introduce new and improved methods or facilities, and to manage the plant in the traditional manner, is vested exclusively in the Company, subject to the express provisions of this Agreement.
- e) The Company agrees that no employee will in any manner be discriminated against, coerced, restrained or influenced on account of membership in the Union.
- f) The Union agrees that there will be no discrimination, interference or coercion practised with respect to any employee because he is not a member of the Union.
- g) It is agreed that the Union shall not distribute or cause to be distributed any hand-bills, pamphlets, literature or Union propaganda on Company premises or time.
- h) The Union will be allowed to post, on bulletin boards provided by the Company, notices regarding non-controversial matters pertaining to the Union. All such notices must be approved by the Plant Manager or his representative before being posted.

ARTICLE 3.

UNION MEMBERSHIP:

- a) An employee who is now a member of the Union, or who after this date becomes, or is reinstated as, a member of the Union shall, as a condition of employment with the Company, maintain such membership in good standing during the term of this Agreement. For the Purpose of this Agreement, an employee shall be deemed to maintain his membership in good standing so long as he continues to pay<sup>or</sup>tender the regular Monthly Union dues.
- b) It is nevertheless agreed that any such member employee shall have the right, during the sixty (60) days prior to the expiration of each yearly period that this Agreement is in effect, to resign his membership in the Union by giving written notice thereof to the Union and to the Company to take effect at the end of the said yearly period,
- c) Notice of the expiration of each yearly period that this agreement is in effect will be given to all employees by notice published on the bulletin boards of the Company.
- d) Notice of failure to maintain membership as provided for in subparagraph (a) above will be given by the Union to the employee with a copy to the Plant Manager.

ARTICLE 4.

LOCK-OUTS AND STRIKES:

During the term of this Agreement, the Union agrees that neither it nor its members shall cause, add, or abet or take part in any strike, slow-down of production, stoppage of work or picketing for any cause whatsoever. For its part, the Company agrees not to engage in any lock-out and to maintain as steady a program of operations as may be, in its opinion, consistent with sound business judgment and operation efficiency.

No employee, whether a Union member or not, shall cause, or take part in, a strike, slow-down of production, stoppage of work or picketing. Should an employee so do, he shall be deemed to have broken this agreement and may be dismissed from the service of the Company.

ARTICLE 5.

UNION ACTIVITY:

- a) The Union agrees that, except as specified in this Agreement, there shall be no Union activity of any kind during working hours.
- b) The Company agrees that Union delegates, not exceeding one (1) at any one time, shall be granted leave of absence without pay for the transaction of business for the Union provided three (3) days notice of such absence is given to the Company. The Company shall consider such time off as time worked for the purpose of competing vacations and seniority. aggregate time for leaves of absence referred to in this clause shall not exceed thirty (30) days in any one year.

ARTICLE 6.

SAFETY AND HEALTH:

The Company shall make reasonable provision for the safety and health of the employees during working hours, and the Union agrees to cooperate with the Company in this respect.

ARTICLE 7.

WORKING HOURS, OVERTIME & HOLIDAYS:

The following provisions with regard to Working Hours, Overtime and Holidays will be applicable to all employees covered by this Agreement with the exception of Watchmen and Furnace tenders, who shall be subject to the provisions hereinafter contained in paragraph (j), (k) and (l).

- a) Depending upon the Company's decision as to availability of manpower and the requirements of production, the normal working week shall be forty-five (45) hours, from Monday to Friday inclusive.
- b) An employee shall be paid a premium of 50% of his regular hourly rate of pay for all time worked in excess of nine (9) hours in each day from Monday to Friday inclusive.
- c) An employee shall be paid a premium of 50% of his regular hourly rate of pay for all time worked on a Saturdays, unless he is regularly scheduled to work on Saturday.
- d) An employee shall be paid at double his regular hourly rate of pay for all time worked in excess of sixteen (16) consecutive working hours from Monday to Saturday inclusive.
- e) An employee shall be paid at double his regular hourly rate of pay for all time worked on Sundays or on the following holidays:

New Year's Day,	Dominion Day,
Epiphany,	Labour Day,
Good Friday,	Thanksgiving Day,
Ascension Day,	All Saints Day,
St. John Baptiste Day,	Conception Day,
Christmas Day.	

- f) Employees with seniority shall be paid on the basis of their regularly scheduled working hours, and their current hourly rate in respect of the following holidays.

New Year's Day,	Ascension Day,
Labour Day,	All Saints Day,
Conception Day,	Christmas Day,
Good Friday,	Dominion Day.

An employee shall only be entitled to such payment if the holiday is observed on a day on which he was otherwise scheduled to work, and if he has worked the working day before and the working day after the holiday.

An employee who works on any of the above eight holidays will be paid a total of double his regular rate of pay only, but may, if he so desires take one (1) day off work, without pay, during the fifteen (15) days following such holiday.

g) A bonus of five cents (.05¢) per hour shall be paid to employees employed on the night shift.

h) The double time rate for Sundays shall apply from midnight Saturday to midnight Sunday. The double time rate for the holidays listed in subparagraph (e) above shall apply during the twenty-four (24) hour period commencing at 7.00 a.m. on the date of such holidays.

(i) An employee, who is called back to work after completing his regular shift, will be given a minimum of three (3) hours pay at his straight time rate. However, this will not apply to an employee who is kept on immediately after completing his regular shift.

(j) Depending upon the Company's decision as to the availability of manpower and the requirements of production, the normal working week of Watchmen and Furnace tenders, whether on day work or night work, on day shift or on night shift, shall be of fifty-six (56) hours duration and shall be from Sunday to Saturday inclusive. Watchmen and Furnace tenders, however, will be given one (1) day of rest each week but this may vary from time to time at the Company's discretion.

k) A Watchman or a Furnace tender who works in excess of the said fifty-six (56) hours in any week shall be paid, for such excess, a premium of 50% of his regular hourly rate of pay.

l) A Watchman or Furnace tender who is required to work on a holiday as hereinabove enumerated in subparagraph (e) will be given one (1) day off work during the fifteen (15) days following such holiday, or will be paid at double his regular hourly rate of pay at the discretion of the Company.

ARTICLE 8.

VACATIONS WITH PAY:

a) Vacations with pay shall be granted as follows:

1. One week's vacation with pay to all employees who have completed one (1) year's continuous service but less than five (5) years' continuous service with the Company.

2. Two weeks' vacation with pay to all employees who have completed five (5) years' continuous service with the Company.

3. An employee who has not completed one (1) year's continuous service with the Company as of May 1st in each year, will be entitled to a vacation with pay having a duration of as many half days as the number of full calendar months during which he has been continuously in the employ of the Company.

b) Calculations of pay and of length of continuous service shall be determined as of 1st May in each year.

c) Each employee entitled to receive a vacation of less than one week shall the receive pay equal to two per cent (2%) of the wages earned by him in the service of Company during the year previous to the 1st day of May determining his period of vacation. Each employee entitled to one or to two week's vacation shall receive for each of the said weeks, pay

e ual to two per cent (2%) of the wages earned by him in the service of the Company during the year previous to the 1st day of May determining his period of vacation.

d) The Company alone shall determine when the vacation is to be taken by the employees. The Company shall post on or before the 15th May in each year, a schedule of vacation periods.

ARTICLE 9.

WAGES:

Rates of pay for all job classifications are and will be as are set forth in Schedule "A" attached hereto to form part of this Agreement.

ARTICLE 10.

GRIEVANCE COMMITTEE & GRIEVANCES:

a) The Union shall be entitled to appoint a Grievance Committee of three members for the purpose of discussing with The Company any dispute, grievance or complaint, (hereinafter called "Grievance") which arises out of the operation of this Agreement. Each member of the Grievance Committee must have been employed at least one year by the Company prior to his appointment as a committee member. The Union must notify the Company of the names of such committee members. Such committee members must obtain permission from their foreman before leaving their jobs.

b) The following orderly procedure shall be followed in the settlement of grievances arising out of this Agreement.

1. The grievance must, in the first instance, be submitted by the employee to the foreman of the department concerned.

2. If the grievance is not adjusted by the foreman within forty-eight hours, the employee concerned may then appeal to the Grievance Committee which may then discuss the matter with the Superintendent of the Department concerned.

3. If the grievance is not adjusted by the Department Superintendent, the Grievance Committee may refer same in writing to the Plant Manager.

#### ARTICLE 11.

##### ARBITRATION:

a) If a complainor dispute is not settled and if such complaint or dispute involves the interpretation or alleged violation of this Agreement, then the matter may be referred to an arbitration Board by either party within a reasonable time. The Arbitration Board shall be composed of one person appointed by the Company and one person appointed by the Union, which two shall endeavour to agree upon a third person to act as Chairman. In the event that the Company and the Union appointees fail to agree on a third party or on a settlement of the issue before them within 7 working days of their appointment, the Minister of Labour for the Province of Quebec will be requested to appoint a third party.

b) The decision of the Arbitration Board on matters within its jurisdiction shall be final and binding on both parties and shall be rendered within ten (10) days after the Board is fully constituted, unless the parties mutually agree to an extension of time. The Arbitration Board shall have jurisdiction to deal with the interpretation or alleged violation of this agreement but shall not have jurisdiction to add to, subtract from or change any of the provisions of this agreement."

c) Each party shall pay its own expenses and the expenses of the Chairman shall be shared equally.

ARTICLE 12.

SENIORITY:

a) Seniority shall mean length of continuous service with the Company. An employee shall lose his seniority upon termination of employment except in the case of a lay-off for lack of work in which case previously accumulated seniority shall be maintained if the employee is rehired within one year.

b) Seniority of each employee shall be established after a period of three (3) months and prior to that date an employee shall be on probation.

c) In all cases of promotions (except promotions to positions excluded from this Agreement) and in all cases of lay-off or decrease of working forces, the following factors shall be considered:

1. Knowledge, efficiency and ability to perform the work,
2. Physical fitness,
3. Seniority.

Where factors (1) and (2) are relatively equal in the opinion of the Company, factor (3) shall govern.

ARTICLE 13.

TERM:

This Agreement shall become effective on the 1st day of December 1950 and shall remain in effect for one year, namely until the 30th day of November 1951 inclusive. It shall be automatically renewed for a further period of one year and from year to year thereafter upon the failure of either party to give to the other written notice of the

termination or amendment of the Agreement not more than sixty (60) days nor less than thirty (30) days prior to the expiration of each yearly period.

IN WITNESS WHEREOF the parties have signed at the Place and on the day, month and year hereinabove first written.

L'UNION DES EMPLOYEES DE CRANE  
STEELWARE LIMITED, aff. F.A.T.

CRANE STEELWARE LIMITED

Sgd. PAUL COTE  
President.

R.C. COOKE  
Manager.

Sgd. ELZEAR RACINE  
Business Agent & Secretary.

L. JOLICOEUR  
Superintendent.

Sgd. J.M. LANDRIault

J.E. GILLESPIE  
Secretary & Treasurer.

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HOURLY RATES OF PAY.

SCHEDULE "A"

<u>CLASSIFICATION:</u>	<u>RATE</u>
Watchman	.80
General Labour - Class 1	.95
"    "    Class 2	.90
Crater	1.00
Furnace Tender	1.00
Sprayer Helper	1.00
Buffer	1.05
Machine Operator (Spinning Lathe)	1.05
Ware Repairman	1.05
Welder Helper	1.10
Sandblast Operator	1.10
Pickler	1.05
Inspector	1.10
Millroom Helper	1.10
Welder	1.20
Furnace Helper	1.20
Sprayer	1.20
Furnace Operator	1.25
Lead Hand	1.30
Millroom Operator	1.25
Maintenance	1.10 - 1.35 .....

Where an employee is transferred from one classification to another, he shall continue to be paid at the rate of his previous classification until such time, as in the opinion of the Company, he is qualified to be paid at the rate of his new classification.

COLLECTIVE LABOUR AGREEMENT

entered into at the City of Quebec P.Q. this

6th day of December 1951

BY AND BETWEEN:

Crane Steelware Limited. a body politic  
and corporate duly incorporated, having  
its Head Office and principal place of  
business in the City of Quebec, P.Q.,  
(hereinafter called "the Company")

PARTY OF THE FIRST PART.

L'UNION DES EMPLOYES DE CRANE STEELWARE.  
LIMITED. aff. F.A.T. of St. Malo Quebec  
(hereinafter called "the Union".)

PARTY OF THE SECOND PART:

COLLECTIVE LABOUR AGREEMENT

entered into at the City of Quebec P.Q. this

6th day of Decembre 1951

BY AND BETWEEN:

CRANE STEELWARE LIMITED. a body politic  
and corporate duly incorporated, having  
its Head Office and principal place of  
business in the City of Quebec, P.Q.  
(hereinafter called "the Company")

PARTY OF THE FIRST PART;

L'UNION DES EMPLOYES DE CRANE STEELWARE .  
LIMITED aff. F.A.T. of St. Malo Quebec.  
(hereinafter called " the Union ")

PARTY OF THE SECOND PART:

WHICH AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1 OBJECT.

The object of this Agreement is to establish and maintain a mutually harmonious relationship between the Company and its employees and to provide machinery for the prompt and equitable disposition of any difference or grievances which may arise from time to time.-

ARTICLE 2. APPLICATION & RECOGNITION.

(a) The words " employee " or "employees " when used in this Agreement shall mean all those persons employed by the Company at its plant situated in the St. Malo Shops in the City of Quebec, P.Q. with the exception of those employed as manager, superintendents, foremen, assistant foremen, office and other salaried employees and confidential employees.-

(b) This Agreement shall apply only to the employees of the Company as hereinabove defined.-

- (c) The Company recognizes the Union during the term of this Agreement as the exclusive bargaining Agent of the employees in virtue of the certificate of Recognition issued by the Labour Relations Board of the Province of Quebec in favour of the Union on the 21st day of October, 1948
- (d) The Union recognizes that the management of the plant and the direction of the working forces including the right to direct, plan and control plant operations, to schedule working hours and the right to hire, promote, demote transfer, suspend or discharge employees for cause, and to release employees because of lack of work or for other legitimate reasons, or the right to introduce new and improved methods or facilities, and to manage the plant in the traditional manner, is vested exclusively in the Company, subject to the express provisions of this Agreement.-
- (e) The Company agrees that no employee will in any manner be discriminated against coerced, restrained or influenced on account of membership in the Union.-
- (f) The Union agrees that there will be no discrimination, interference or coercion practised with respect to any employee because he is not a member of the Union.-
- (g) It is agreed that the Union shall not distribute or cause to be distributed any hand-bills, pamphlets, literature or Union propaganda on Company premises or time.-
- (h) The Union will be allowed to post, on bulletin boards provided by the Company, notices regarding non-controversial matters pertaining to the Union. All such notices must be approved by the Plant Manager or his representative before being posted.-

ARTICLE 3. UNION MEMBERSHIP.

(a) An employee who is now a member of the Union, or who after this date becomes, or is reinstated as, a member of the Union shall, as a condition of employment with the Company, <sup>maintain</sup> such membership in good standing during the term of this Agreement. For the purpose of this Agreement, an employee shall be deemed to maintain his membership in good standing so long as he continues to pay or tender the regular monthly Union dues.

(b) It is nevertheless agreed that any such member employee shall have the right during the sixty (60) days prior to the expiration of each yearly period that this Agreement is in effect, to resign his membership in the Union by giving written notice thereof to the Union and to the Company to take effect at the end of the said yearly period.-

(c) Notice of the expiration of each yearly period that this agreement is in effect will be given by the Union to the employee with a copy to the Plant Manager.-

ARTICLE 4. LOCK OUTS AND STRIKES.

During the term of this Agreement, the Union agrees that neither it nor its members shall cause, aid, or abet or take part in any strike, slow-down of production, stoppage of work or picketing for any cause whatsoever. For its part, the Company agrees not to engage in any lock-out and to maintain as steady a program of operations <sup>as</sup> may be in its opinion, consistent with sound business judgment and operation efficiency.

No employee, whether a Union member or not, shall cause, or take part in a strike slow-down of production, stoppage of work or picketing. Should an employee do so, he shall be deemed to have broken this agreement and may be dismissed from the service of the Company.

ARTICLE 5. UNION ACTIVITY.

- (a) The Union agrees that, except as specified in this Agreement there shall be no Union activity of any kind during working hours.-
- (b) The Company agrees that Union delegates not exceeding one (1) at any one time, shall be granted leave of absence without pay for the transaction of business for the Union provided three (3) days notice of such absence is given to the Company. The Company shall consider such time off as time worked for the purpose of computing vacations and seniority. Aggregate time for leaves of absence referred to in this clause shall not exceed thirty (30) days in any one year.-

ARTICLE 6. SAFETY AND HEALTH.

The Company shall make reasonable provision for the safety and health of the employees during working hours, and the Union agrees to co-operate with the Company in this respect.-

ARTICLE 7. WORKING HOURS OVERTIME & HOLIDAYS.

The following provisions with regard to Working Hours, Overtime and Holidays will be applicable to all employees covered by this Agreement with the exception of Watchmen and Furnace tenders, who shall be subject to the provisions hereinafter contained in paragraphs (j) (k) and (l)

(a) Depending upon the Company's decision as to availability of manpower and the requirements of production, the normal working week shall be forty five (45) hours, from Monday to Friday inclusive.-

(b) An employee shall be paid a premium of 50% of his regular hourly rate of pay for all time worked in excess of nine (9) hours in each day from Monday to Friday inclusive.-

(c) An employee shall be paid a premium of 50% of his regular hourly rate of pay for all time worked on a Saturday, unless he is regularly scheduled to work on Saturday.-

(d) AN employee shall be paid at double his regular hourly rate of pay for all time worked in excess of sixteen (16) consecutive working hours from Monday to Saturday inclusive.-

(e) An employee shall be paid at double his regular hourly rate of pay for all time worked on Sunday or on the following holidays:-

New Year's Day	Dominion Day
Epiphany	Labour Day
Good Friday	Thanksgiving Day
St. Jean Baptiste Day	All Saints Day
Christmas Day	Conception Day

(f) Employees with seniority shall be paid on the basis of their regularly scheduled working hours, and their current hourly rate in respect of the following holidays:-

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

An employee shall only be entitled to such payment if the holiday is observed on a day on which he was otherwise scheduled to work, and if he has worked the working day before and the working day after the holiday.-

An employee who works on any of the above eight holidays will be paid total of double his regular rate of pay only, but may if he so desires take on (1) day off work, without pay, during the fifteen (15) days following such holiday.-

(g) A bonus of five cents (.05¢) per hour shall be paid to employees employed on the night shift.-

(h) The double time rate for Sundays shall apply from midnight Saturday to midnight Sunday. The double time rate for the holidays listed in subparagraph (e) above shall apply during the twenty-four (24) hour period commencing at 7.00 a.m. on the date of such holidays.-

(i) An employee, who is called back to work after completing his regular shift, will be given a minimum of three (3) hours pay at his straight time rate. However, this will not apply to an employee who is kept on immediately after completing his regular shift.-

(j) Depending upon the Company's decision as to the availability of manpower and the requirements of production, the normal working week of Watchmen and Furnace tenders, whether on day work or night work, on day shift or on night shift, shall be of fifty six (56) hours duration and shall be from Sunday to Saturday inclusive. Watchmen and Furnace tenders, however, will be given one (1) day of rest each week but this may vary from time to time at the Company's discretion.-

(k) A watchmen or a Furnace tender who works in excess of the said fifty-six (56) hours in any week shall be paid for such excess a premium of 50% of his regular hourly rate of pay.-

(1) A watchman or Furnace tender who is required to work on a holiday as hereinabove enumerated in subparagraph (e) will be given one (1) day off work during the fifteen (15) days following such holiday or will be paid at double his regular hourly rate of pay at the discretion of the Company.-

ARTICLE 8 VACATIONS WITH PAY.

(a) Vacations with pay shall be granted to all employees on the payroll May 1st, 1952 in accordance with the following schedule, and for the purpose of an employee's eligibility for such vacation, his seniority shall be determined as of that date.

- (1) One month but less than one year of seniority one half (1/2) day for each calendar month, with vacation pay of 2% of total earnings during the year preceding May 1st 1952.-
- (2) One year but less than two years seniority one week with vacation pay of 2% of total earnings during the year preceding may 1st 1952.-
- (3) Two years but less than three years seniority one week and one day, with vacation pay of 2.4% of total earnings during the year preceding May 1st 1952.-
- (4) Three years not less than four years seniority, one week and two days with vacation pay of 2.8% of total earnings during year preceding may 1st 1952.-
- (5) Four years but less than five years seniority one week and three days with vacation pay of 3.2% of total earnings during the year preceding May 1st 1952.-
- (6) Five years but less than twenty-five years seniority two weeks, with vacation pay of 4% of total earnings during year preceding May 1st, 1952.-

(b) The Company alone shall determine when the vacation is to be taken by the employees. The Company shall post on or before the 15th May in each year, a schedule of vacation periods.-

ARTICLE 9. WAGES.

(a) Rates of pay for all job classifications are and will be as are set forth in Schedule "A" attached hereto to form part of this Agreement.-

(b) It is understood that upon receiving 15 days notice in writing from the Union, the Company will be prepared to discuss and consider general wage rates once during the term of this agreement.-

ARTICLE 10. GRIEVANCE COMMITTEE & GRIEVANCES.

(a) The Union shall be entitled to appoint a Grievance Committee of three members for the purpose of discussing with the Company any dispute grievance or complaint, (hereinafter called "Grievance ") which arises out of the operation of this Agreement. Each member of the Grievance Committee must have been employed at least one year by the Company prior to his appointment as a committee member. The Union must notify the Company of the names of such committee members. Such committee members must obtain permission from their foreman before leaving their jobs.-

(b) The following orderly procedure shall be followed in the settlement of grievances arising out of this Agreement:-

1. The grievance must in the first instance, be submitted by the employee to the foreman of the department concerned.-

2. If the Grievance is not adjusted by the foreman within forty-eight hours, the employee concerned may then appeal to the Grievance Committee which may then discuss the matter with the Superintendent of the Department concerned.-

3. If the grievance is not adjusted by the Department Superintendent the Grievance Committee may refer same in writing to the Plant Manager.-

ARTICLE 11 ARBITRATION.

(a) If a complaint or dispute is not settled and if such complaint or dispute involves the interpretation or alleged violation of this Agreement, then the matter may be referred to an Arbitration Board by either party within a reasonable time. The Arbitration board shall be composed of one person appointed by the Company and one person appointed by the Union, which two shall endeavour and the Union appointees fail to agree on a third party or on a settlement of the issue before them within 7 working days of their appointment, the Minister of Labour for the Province of Quebec will be requested to appoint a third party.-

(b) The decision of the Arbitration Board on matters within its jurisdiction shall be final and binding on both parties and shall be rendered within ten (10) days after the Board is fully constituted, unless the parties mutually agree to an extension of time. The Arbitration Board shall have jurisdiction to deal with the interpretation or alleged violation of this agreement but shall not have jurisdiction to add to, subtract from or change any of the provisions of this agreement."

(c) Each party shall pay its own expenses and the expenses of the Chairman shall be shared equally.-

ARTICLE 12 SENIORITY.

(a) Seniority shall mean length of continuous service with the Company.-  
An employee shall lose his seniority upon termination of employment except in the case of a lay-off for lack of work in which case previously accumulated seniority shall be maintained if the employee is rehired within one year.-

(b) Seniority of each employee shall be established after a period of three (3) months and prior to that date an employee shall be on probation.-

(c) In all cases of promotions ( except promotions to positions excluded from this Agreement) and in all cases of lay-off or decrease of working forces the following factors shall be considered:

- 1 Knowledge, efficiency and ability to perform the work.
2. Physical fitness;
3. Seniority.

where factors (1) and (2) are relatively equal in the opinion of the Company factor (3) shall govern.-

ARTICLE 13 TERM.

This Agreement shall become effective on the 1st day of Dencebre 1951 and shall remain in effect for one year, namely until the 30th day of November 1952 inclusive. It shall be automatically renewed for a further period of one year and from year to year thereafter upon the failyre or either party to give to the other written notice of the termination or amendments of the Agreement not more than sixty (60) days nor less than thirty (30) days prior to the expiration of each yearly period.-

IN WITNESS WHEREOF the parties have signed at the place and on the day, month and year hereinabove first written.-

L'UNION DES EMPLOYES DE CRANE  
STEELWARE LIMITED, aff. F.A.T.

CRANE STEELWARE LIMITED.

Joseph Bouchard.

Sgd. Jos Bouchard. PRESIDENT.

Elzear Racine.

Sgd. BUSINESS AGENT  
& SECRETARY

Sgd. J. M. Landriault.

R.S. Cooke

MANAGER

L. Jolicoeur

SUPERINTENDENT

J.E. Gillespie.

SECRETARY &  
TREASURER.-

HOURLY RATES OF PAY.

<u>CLASSIFICATION.</u>	<u>SCHEDULE "A"</u> <u>RATE.</u>
Watchman	.84
General Labour - Class 1	.99
General Labour - Class 2	.90
Crater	1.04
Furnace Tender	1.04
Sprayer Helper	1.04
Buffer	1.09
Machine Operator (Spinning Lathe)	1.09
Ware Repairman	1.09
Welder Helper	1.14
Sandblast Operator	1.14
Pickler	1.19
Inspector	1.14
Millroom Helper	1.14
Welder	1.24
Furnace Helper	1.24
Sprayer	1.24
Furnace Operator	1.29
Millroom Operator	1.29
Lead Hand	1.34
Maintenance	1.14 1.39

Where an employee is transferred from one classification to another, he shall continue to be paid at the rate of his previous classification until such time, as in the opinion of the Company, he is qualified to be paid at the rate of his new classification.-

COLLECTIVE LABOUR AGREEMENT

Entered into at the City of Quebec, P.Q. this  
8th day of January 1953.

BY AND BETWEEN:

CRANE STEELWARE LIMITED, a body politic  
and corporate duly incorporated, having  
its Head Office and principal place of  
business in the City of Quebec, P.Q.,  
(hereinafter called "the Company"),

PARTY OF THE FIRST PART:

L'UNION DES EMPLOYES DE CRANE STEELWARE  
LIMITED, aff. F.A.T. of St. Malo, Quebec,  
(hereinafter called "the Union"),

PARTY OF THE SECOND PART:

COLLECTIVE LABOUR AGREEMENT

Entered into at the City of Quebec, P.Q. this  
8th day of January 1953.

BY AND BETWEEN:

CRANE STEELWARE LIMITED, a body politic  
and corporate duly incorporated, having  
its Head Office and principal place of  
business in the City of Quebec, P.Q.  
(hereinafter called "the Company"),

PARTY OF THE FIRST PART:

L'UNION DES EMPLOYES DE CRANE STEELWARE  
LIMITED, aff. F.A.T. of St. Malo, Quebec,  
(hereinafter called "the Union"),

PARTY OF THE SECOND PART:

WHICH AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1 - OBJECT

The object of this Agreement is to establish and maintain a mutually harmonious relationship between the Company and its employees, and to provide machinery for the prompt and equitable disposition of any differences or grievances which may arise from time to time.

ARTICLE 2 - APPLICATION & RECOGNITION

(a) The words "employee" or "employees" when used in this Agreement shall mean all those persons employed by the Company at its plant situated in the St. Malo Shops, in the City of Quebec, P.Q. with the exception of those employed as manager, superintendents, foremen, assistant-foremen, office and other salaried employees and confidential employees.

(b) This agreement shall apply only to the employees of the Company hereinabove defined.

(c) The Company recognizes the Union during the term of this Agreement as the exclusive bargaining Agent of the employees in virtue of the Certificate of Recognition issued by the Labour Relations Board of the Province of Quebec in favour of the Union on the 21st day of October 1948.

(d) The Union recognizes that the management of the plant and the direction of the working forces including the right to direct, plan and control plant operations, to schedule working hours and the right to hire, promote, demote, transfer, suspend or discharge employees for cause, and to release employees because of lack of work or for other legitimate reasons, or the right to introduce new and improved methods or facilities, and to manage the plant in the traditional manner, is vested exclusively in the Company, subject to the express provisions of this Agreement.

(e) The Company agrees that there be no discrimination, interference or coercion practised with respect to any employee on account of membership in the Union.

(f) The Union agrees that there will be no discrimination, interference or coercion practised with respect to any employee because he is not a member of the Union.

(g) It is agreed that the Union shall not distribute or cause to be distributed any hand-bills, pamphlets, literature or Union propaganda on Company premises or time.

(h) The Union will be allowed to post, on bulletin boards provided by the Company, notices regarding non-controversial matters pertaining to the Union. All such notices must be approved by the Plant Manager or his representative before being posted.

ARTICLE 3 - UNION MEMBERSHIP

(a) An employee who is now a member of the Union, or who after this date becomes, or is reinstated as a member of the Union shall, as a condition of employment with the Company, maintain such membership in good standing during the term of this Agreement. For the purpose of this Agreement, an employee shall be deemed to maintain his membership in good standing so long as he continues to pay or tender the regular monthly Union dues.

(b) It is nevertheless agreed that any such member employee shall have the right, during the sixty (60) days prior to the expiration of each yearly period that this Agreement is in effect, to resign his membership in the Union by giving written notice thereof to the Union and to the Company to take effect at the end of the said yearly period.

(c) Notice of failure to maintain membership as provided for in sub-paragraph (a) above will be given by the Union to the employee with a copy to the Plant Manager.

ARTICLE 4 - LOCK-OUTS AND STRIKES

During the term of this Agreement, the Union agrees that neither it nor its members shall cause, aid, or abet or take part in any strike, slow-down of production, stoppage of work or picketing for any cause whatsoever. For its part, the Company agrees not to engage in any lock-out and to maintain as steady a program of operations as may be in its opinion, consistent with sound business judgement and operation efficiency.

No employee, whether a Union member or not, shall cause, or take part in a strike, slow-down of production, stoppage of work or picketing. Should an employee do so, he shall be deemed to have broken his agreement and may be dismissed from the service of the Company.

ARTICLE 5 - UNION ACTIVITY

- (a) The Union agrees that, except as specified in this Agreement, there shall be no Union activity of any kind during working hours.
- (b) The Company agrees that Union delegates, not exceeding one
- (1) at any one time, shall be granted leave of absence without pay for the transaction of business for the Union provided three (3) days notice of such absence is given to the Company. The Company shall consider such time off as time worked for the purpose of computing vacations and seniority. Aggregate time for leaves of absence referred to in this clause shall not exceed thirty (30) days in any one year.

ARTICLE 6 - SAFETY AND HEALTH

The Company shall make reasonable provision for the safety and health of the employee during working hours, and the Union agrees to cooperate with the Company in this respect.

ARTICLE 7 - WORKING HOURS, OVERTIME & HOLIDAYS

The following provisions with regard to Working Hours, Overtime and Holidays will be applicable to all employees covered by this Agreement with the exception of Watchmen and Furnace tenders, who shall be subject to the provisions hereinafter contained in paragraphs (j), (k) and (l).

- (a) Depending upon the Company's decision as to availability of manpower and the requirements of production, the normal working week shall be forty hours (40), from Monday to Friday inclusive. This clause shall be effective on January 8, 1953.
- (b) An employee shall be paid a premium of 50% of his regular hourly rate of pay for all time worked in excess of eight hours (8) each day, from Monday to Friday inclusive.

(c) An employee shall be paid a premium of 50% of his regular hourly rate of pay for all time worked on a Saturday, unless he is regularly scheduled to work on Saturday.

(d) An employee shall be paid at double his regular hourly rate of pay for all time worked in excess of sixteen (16) consecutive working hours, from Monday to Saturday inclusive.

(e) An employee shall be paid at double his regular hourly rate of pay for all time worked on Sundays or on the following holidays:

Conception Day	St. Jean Baptiste Day
Christmas Day	Dominion Day
New Year's Day	Labour Day
Epiphany	Thanksgiving Day
Good Friday	All Saints Day
Ascension Day	

(f) Employees with seniority shall be paid on the basis of their regularly scheduled working hours, and their current hourly rate in respect of the following holidays:

Conception Day	December 8/52	(Monday)
Christmas Day	" 25/52	(Thursday)
New Year's Day	January 1/53	(Thursday)
Epiphany	" 6/53	(Tuesday)
Good Friday	April 3/53	(Friday)
Ascension Day	May 14/53	(Thursday)
St. Jean Baptiste Day	June 24/53	(Wednesday)
Labour Day	Sept 7/53	(Monday)

An employee shall only be entitled to such payment if the holiday is observed on a day on which he was otherwise scheduled to work, and if he has worked the working day before and the working day after the holiday.

An employee who works on any of the above eight holidays, will be paid double his regular rate of pay in addition to pay for the holiday.

(g) A bonus of five cents (.05¢) per hour shall be paid to employees employed on the night shift.

(h) The double time rate for Sundays shall apply from midnight Saturday to midnight Sunday. The double time rate for the holidays listed in subparagraph (e) above shall apply during the twenty-four (24) hour period commencing at 7.00 a.m. on the date of such holidays.

(i) An employee, who is called back to work after completing his regular shift, will be given a minimum of three (3) hours pay at his straight time rate. However, this will not apply to an employee who is kept on immediately after completing his regular shift.

(j) Depending upon the Company's decision as to the availability of manpower and the requirements of production, the normal working week of Watchmen and Furnace tenders, whether on day work or night work, on day shift or on night shift, shall be of fifty-six (56) hours duration and shall be from Sunday to Saturday inclusive. Watchmen and Furnace tenders, however, will be given one (1) day of rest each week but this may vary from time to time at the Company's discretion.

(k) A watchman or a furnace tender who works in excess of the said fifty-six (56) hours in any week shall be paid, for such excess, a premium of 50% of this regular hourly rate of pay.

(l) A watchman or furnace tender who is required to work on a holiday as hereinabove enumerated in subparagraph (e) will be given one (1) day off work during the fifteen (15) days following such holiday, or will be paid a total of double his regular hourly rate of pay at the discretion of the Company.

#### ARTICLE 8 - VACATIONS WITH PAY.

(a) Vacations with pay shall be granted to all employees on the payroll May 1st, 1953 in accordance with the following schedule, and for the purpose of an employee's eligibility for such vacation, his seniority shall be determined as of that date.

- (1) One month but less than one year of seniority, one half (1/2) day for each calendar month, with vacation pay of 2% of total earnings during the year preceding May 1st, 1953.
- (2) One year but less than two years seniority, one week, with vacation pay of 2% of total earnings during the year preceding May 1st, 1953.
- (3) Two years but less than three years seniority, one week and one day, with vacation pay of 2.4% of total earnings during the year preceding May 1st, 1953.
- (4) Three years but less than four years seniority, one week and two days, with vacation pay of 2.8% of total earnings during the year preceding May 1st, 1953.
- (5) Four years but less than five years seniority, one week and three days, with vacation pay of 3.2% of total earnings during the year preceding May 1st, 1953.
- (6) Five years but less than twenty-five years seniority, two weeks, with vacation pay of 4% of total earnings during year preceding May 1st, 1953.

(b) The Company shall determine when the vacation is to be taken by the employees. The Company shall post on or before the 15th of May in each year, a schedule of vacation periods.

#### ARTICLE 9 - WAGES

(a) Rates of pay for all job classifications are and will be as are set forth in Schedule "A" attached hereto to form part of this Agreement.

#### ARTICLE 10 - GRIEVANCE COMMITTEE & GRIEVANCES

(a) The Union shall be entitled to appoint a Grievance Committee of three members for the purpose of discussing with the Company any dispute, grievance or complaint, (hereinafter called "Grievance") which arises out of the operation of this Agreement. Each member of the Grievance Committee must have been employed at least one year by the Company prior to his appointment as a committee member. The Union must notify the Company of the names of

such committee members. Such committee members must obtain permission from their foreman before leaving their jobs.

(b) The following orderly procedure shall be followed in the settlement of grievances arising out of this Agreement:

1. The grievance must, in the first instance, be submitted by the employee to the foreman of the department concerned.
2. If the Grievance is not adjusted by the foreman within forty-eight hours, the employee concerned may then appeal to the Grievance Committee which may then discuss the matter with the Superintendent of the Department concerned.
3. If the grievance is not adjusted by the Department Superintendent, the Grievance Committee may refer same in writing to the Plant Manager.

#### ARTICLE 11 - ARBITRATION

(a) If a complaint or dispute is not settled and if such complaint or dispute involves the interpretation or alleged violation of this Agreement, then the matter may be referred to an Arbitration Board by either party within a reasonable time. The Arbitration board shall be composed of one person appointed by the Company and one person appointed by the Union, which two shall endeavour to agree upon a third person to act as Chairman. In the event that the Company and the Union appointees fail to agree on a third party or on a settlement of the issue before then within 7 working days of their appointment, the Minister of Labour for the Province of Quebec will be requested to appoint a third party.

(b) The decision of the Arbitration Board on matters within its jurisdiction shall be final and binding on both parties and shall be rendered within ten (10) days after the Board is fully constituted, unless the parties mutually agree to an extension of time. The Arbitration Board shall have

jurisdiction to deal with the interpretation or alleged violation of this agreement but shall not have jurisdiction to add to, subtract from or change any of the provision of this agreement.

(c) Each party shall pay its own expenses and the expenses of the Chairman shall be shared equally.

#### ARTICLE 12 - SENIORITY

(a) Seniority shall mean length of continuous service with the Company. An employee shall lose his seniority upon termination of employment except in the case of a lay-off for lack of work in which case previously accumulated seniority shall be maintained if the employee is rehired within one year.

(b) Seniority of each employee shall be established after a period of three (3) months and prior to that date an employee shall be on probation.

(c) In all cases of promotions (except promotions to positions excluded from this Agreement) and in all cases of lay-off or decrease of working forces the following factors shall be considered:

1. Knowledge, efficiency and ability to perform the work;
2. Physical fitness;
3. Seniority.

where factors (1) and (2) are relatively equal in the opinion of the Company, factor (3) shall govern.

#### ARTICLE 13 - TERM

This Agreement shall become effective on the day of its execution and shall remain in effect until the 30th day of November 1953 inclusive. It shall be automatically renewed for a further period of one year and from year to year thereafter upon the failure of either party to give to the other written notice of the termination or amendment of the Agreement not more than sixty (60) days nor less than thirty (30) days prior to the expiration of each yearly period.

IN WITNESS WHEREOF the parties have signed at the place and  
on the day, month and year hereinabove first written.

L'UNION DES EMPLOYES DE CRANE  
STEELWARE LIMITED, aff. F.A.T.

CRANE STEELWARE LIMITED

Paul Côté.  
Paul Côté, Président.

R. S. Cooke,  
R. S. Cooke, Manager.

Elzéar Racine,  
Elzéar Racine,  
Business Agent & Secretary.

L. Jolicoeur.  
L. Jolicoeur,  
Superintendent.

J. M. Landriault.  
J. M. Landriault.

J. E. Gillespie,  
J. E. Gillespie,  
Secretary & Treasurer.

January 8, 1953.

CRANE STEELWARE LIMITED

SCHEDULE "A"

EFFECTIVE JANUARY 8, 1953.

	<u>Minimum</u>	<u>Maximum</u>
Watchman	.85	.93
General Labor	1.07	1.17
Crater	1.16	1.26
Crater helper	1.13	1.23
Furnace Tender	1.04	1.09
Sprayer Helper	1.13	1.23
Buffer	1.18	1.28
Machine Operator	1.18	1.28
Ware Repair Man	1.18	1.28
Welder Helper	1.24	1.34
Sandblast Operator	1.24	1.34
Pickler	1.29	1.39
Inspector	1.29	1.39
Millroom Helper	1.24	1.34
Welder	1.34	1.44
Furnace Helper	1.34	1.44
Sprayer	1.34	1.44
Furnace Operator	1.41	1.51
Millroom Operator	1.46	1.56
Maintenance No. 1	1.53	1.66
Maintenance No. 2	1.42	1.52
Maintenance Helper	1.34	1.44

Employees who commence work at the minimum rate will receive five cents (.05¢) an hour above the minimum after three months employment in the classification.

Employees may advance to the maximum rate on the basis of merit of which the Company shall be the sole judge.

21A 684

COLLECTIVE LABOUR AGREEMENT

Entered into at the City of Quebec, P.Q., this  
1st day of December, 1954.

BY AND BETWEEN:

CRANE STEELWARE LIMITED, a body politic  
and corporate duly incorporated, having  
its Head Office and principal place of  
business in the City of Quebec, P.Q.,  
hereinafter called "the Company"),

PARTY OF THE FIRST PART;

L'UNION DES EMPLOYES DE CRANE STEELWARE LIMITED,  
aff. F.A.T. of St. Malo, Quebec, (hereinafter  
called the "Union"),

PARTY OF THE SECOND PART.

COLLECTIVE LABOUR AGREEMENT

Entered into at the City of Quebec, P.Q. this

1st day of December, 1954.

BY AND BETWEEN:

CRANE STEELWARE LIMITED, a body politic and corporate duly incorporated, having its Head Office and principal place of business in the City of Quebec, P.Q. (hereinafter called "the Union"),

PARTY OF THE FIRST PART:

L'UNION DES EMPLOYES DE CRANE STEELWARE LIMITED, aff. F.A.T. of St. Malo, Quebec, (hereinafter called "the Union"),

PARTY OF THE SECOND PART:

WHICH AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1 - OBJET

The object of this Agreement is to establish and maintain a mutually harmonious relationship between the Company and its employees, and to provide machinery for the prompt and equitable disposition of any differences or grievances which may arise from time to time.

ARTICLE 2 - APPLICATION & RECOGNITION:

(a) The words "employee" or "employees" when used in this Agreement shall mean all hourly rated employees employed by the Company at its plant situated in the St. Malo Shops, in the City of Quebec, P.Q. but shall not include watchmen, foremen, assistant-foremen, office or other salaried employees and confidential employees.

(b) This Agreement shall apply only to the employees of the Company hereinbefore defined.

(c) The Company recognize the Union during the term of this Agreement as the exclusive bargaining Agent of the employees in virtue of the Certificate of Recognition issued by the Labour Relations Board of the Province of Quebec in favour of the Union on the 21st day of October, 1948.

(d) The Union recognizes that the management of the plant and the direction of the working forces including the right to direct, plan and control plant operations, to schedule working hours and the right to hire, promote, demote, transfer, suspend or discharge employees for cause, and to release employees because of the lack of work or for other legitimate reasons, or the right to introduce new and improved methods or facilities, and to manage the plant in the traditional manner is vested exclusively in the Company, subject to the express provisions of this Agreement.

(e) The Company agrees that there shall be no discrimination, interference or coercion practiced with respect to any employees on account of membership in the Union.

(f) The Union agrees that there shall be no discrimination or interference or coercion practiced with respect to any employee because he is not a member of the Union.

(g) It is agreed that the Union shall not distribute or cause to be distributed any hand-bills, pamphlets, literature or Union propaganda on Company premises or time.

(h) The Union will be allowed to post, on bulletin boards provided by the Company, notices regarding non-controversial matters pertaining to the Union. All such notices must be approved by the Plant Manager or his representative before being posted.

### ARTICLE 3 - UNION MEMBERSHIP

(a) An employee who is now a member of the Union, or who after this date becomes, or is reinstated as a member of the Union shall, as a condition of

employment with the Company, maintain such membership in good standing during the term of this Agreement, For the purpose of this Agreement, an employee shall be deemed to maintain his membership in good standing so long as he continues to pay or tender the regular monthly Union dues.

(b) It is nevertheless agreed that any such member employee shall have the right, during the sixty (60) days prior to the expiration of each yearly period that this Agreement is in effect, to resign his membership in the Union by giving written notice thereof to the Union and to the Company to take effect at the end of the said yearly period.

(c) Notice of failure to maintain membership as provided for in subparagraph (a) above will be given by the Union to the employee with a copy to the Plant Manager.

#### ARTICLE 4 - LOCK-OUT AND STRIKES

During the term of this Agreement, the Union agrees that neither it nor its members shall cause, aid, or abet or take part in any strike, slow-down of production, stoppage of work or picketing for any cause whatsoever. For its part, the Company agrees not to engage in any lock-out and to maintain as steady a program of operations as may be, in its opinion, consistent with sound business judgment and operation efficiency.

No employee, whether a Union member or not, shall cause, or take part in a strike, slow-down, of production, stoppage of work or picketing. Should an employee do so, he shall be deemed to have broken his agreement and may be dismissed from the service of the Company.

#### ARTICLE 5 - UNION ACTIVITY

(a) The Union agrees that, except as specified in this Agreement, there shall ~~not~~ be no Union activity of any kind during working hours.

(b) The Company agrees that Union delegates, not exceeding one (1) at any one time, shall be granted leave of absence without pay for the transaction of business for the Union provided three (3) days notice of such absence is given to the Company. The Company shall consider such time off as time for leaves of absence referred to in this clause shall not exceed thirty (30) days in any one year.

ARTICLE 6 - SAFETY AND HEALTH

The Company shall make reasonable provision for the safety and health of the employees during working hours, and the Union agrees to co-operate with the Company in this respect.

ARTICLE 7 - WORKING HOURS, OVERTIME & HOLIDAYS

The following provisions with regard to Working Hours, Overtime and Holidays will be applicable to all employees covered by this Agreement with the exception of Furnace Tenders, who shall be subject to the provisions hereinafter contained in paragraphs (i), (j), (k), (l) and (m).

(a) Depending upon the Company's decision as to the availability of manpower and the requirements of production, the normal working week shall be forty (40) hours, from Monday to Friday inclusive.

(b) An employee shall be paid a premium of 50% of his regular hourly rate of pay for all time worked in excess of eight (8) hours each day, from Monday to Friday inclusive.

(c) An employee shall be paid a premium of 50% of his regular hourly rate of pay for all time worked on a Saturday, unless he is regularly scheduled to work on Saturday.

(d) An employee shall be paid at double his regular hourly rate of pay for all time worked in excess of sixteen (16) consecutive working hours, from Monday to Saturday inclusive.

(e) An employee shall be paid at double his regular hourly rate of pay for all time worked on Sundays or on the following holidays:

Conception Day	St. Jean Baptiste Day
Christmas Day	Dominion Day
New Year's Day	Labour Day
Epiphany	Thanksgiving Day
Good Friday	All Saints Day
Ascension Day	

(f) Employees with seniority shall be paid on the basis of their regularly scheduled working hours, and their current hourly rate in respect of the following holidays:

- Conception Day
- epiphany
- Good Friday
- Ascension Day
- St-Jean Baptiste Day
- x Labour Day
- all Saints Day
- x Dominion Day

An employee shall only be entitled to such payment if the holiday is observed on a day on which he was otherwise scheduled to work, and if he has worked the working day before and the working day after the holiday.

An employee who works on any of the above eight holidays, will be paid double his regular rate of pay in addition to pay for the holiday.

(g) The double time rate for Sundays shall apply from midnight Saturday to midnight Sunday. The double time rate for the holidays listed in subparagraph (e) above shall apply during the twenty four (24) hour period commencing at 7.00 A.M. on the date of such holidays.

(h) An employee, who is called back to work after completing his regular shift, will be given a minimum of three (3) hours pay at his straight time rate. However, this will not apply to an employee who is kept on immediately after completing his regular shift.

(i) Depending upon the Company's decision as to the availability of manpower and the requirements of production, the normal working week of the Furnace Tenders, whether on day work or night work, on day shift or on night shift, including such time worked on other classifications, shall be fifty-six (56) hours duration and shall be from Sunday to Saturday inclusive. Furnace Tenders, however, will be given one (1) day of rest each week, but this may vary from time to time at the Company's discretion.

(j) A Furnace Tender who works an excess of the said fifty-six (56) hours in any week shall be paid, for such excess, a premium of 50% of this regular hourly rate of pay.

(k) A Furnace Tender who is required to work on a holiday as hereinabove enumerated in subparagraph (e) will be given one (1) day off work during the fifteen (15) days following such holiday, or will be paid a total of double the hourly rate of pay for the classification of Furnace Tender at the discretion of the Company.

(l) When a Furnace Tender is assigned to work of another classification, he shall be paid at the hourly rate for the classification to which he is assigned.

(m) Employees who are assigned to regularly scheduled shifts commencing 3 P.M. or later shall be paid shift premiums as follows:

For Second Shift, commencing between 3 P.M.  
6 P.M. - 7¢ per hour.

For Third Shift, commencing between 6 P.M. and  
5 A.M. - 10¢ per hour.

(i) Depending upon the Company's decision as to the availability of manpower and the requirements of production, the normal working week of the Furnace Tenders, whether on day work or night work, on day shift or on night shift, including such time worked on other classifications, shall be fifty-six (56) hours duration and shall be from Sunday to Saturday inclusive. Furnace Tenders, however, will be given one (1) day of rest each week, but this may vary from time to time at the Company's discretion.

(j) A Furnace Tender who works on excess of the said fifty-six (56) hours in any week shall be paid, for such excess, a premium of 50% of this regular hourly rate of pay.

(k) A Furnace Tender who is required to work on a holiday as hereinabove enumerated in subparagraph (e) will be given one (1) day off work during the fifteen (15) days following such holiday, or will be paid a total of double the hourly rate of pay for the classification of Furnace Tender at the discretion of the Company.

(l) When a Furnace Tender is assigned to work of another classification, he shall be paid at the hourly rate for the classification to which he is assigned.

(m) Employees who are assigned to regularly scheduled shifts commencing 3 P.M. or later shall be paid shift premiums as follows:

For Second Shift, commencing between 3 P.M.  
6 P.M. - 7¢ per hour.

For Third Shift, commencing between 6 P.M. and  
5 A.M. - 10¢ per hour.

ARTICLE 8 - VACATIONS WITH PAY

(a) Vacations with pay shall be granted to all employees on the payroll May 1, 1955 in accordance with the following schedule, and for the purpose of an employee's eligibility for such vacation, his seniority shall be determined as of that date.

- (1) One month but less than one year of seniority, one half (1/2) day off each calendar month, with vacation pay of 2% of total earnings during the year preceding May 1, 1955.
- (2) One year but less than two years seniority, one week, with vacation pay of 2% of total earnings during the year preceding May 1, 1955.
- (3) Two years but less than three years seniority, one week and one day, with vacation pay of 2.4% of total earnings during the year preceding May 1, 1955.
- (4) Three years but less than four years seniority, one week and two days, with vacation pay of 2.8% of total earnings during the year preceding May 1, 1955.
- (5) Four years but less than five years seniority, one week and three days with vacation pay of 3.2% of total earnings during the year preceding May 1, 1955.
- (6) Five years but less than twenty-five years seniority, two weeks, with vacation pay of 4% of total earnings during year preceding May 1, 1955.

(b) The Company shall determine when the vacation is to be taken by the employee. The Company shall post on or before the 15th of May in each year, a schedule of vacation periods.

ARTICLE 9 - RATES

(a) Rates of pay for all job classifications are and will be as are set forth in Schedule "A" attached hereto to form part of this Agreement.

ARTICLE 10 - GRIEVANCE COMMITTEE & GRIEVANCES

(a) The Union shall be entitled to appoint a Grievance Committee of three members for the purpose of discussing with the Company any dispute,

grievance or complaint, (hereinafter called "Grievance") which arises out of the operation of this Agreement. Each member of the Grievance Committee must have been employed at least one year by the Company prior to his appointment as a committee member. The Union must notify the Company of the names of such committee members. Such committee members must obtain permission from their foreman before leaving their jobs.

(b) The following orderly procedure shall be followed in the settlement of grievances arising out of this Agreement.

1. The grievance must, in the first instance, be submitted by the employee to the foreman of the department concerned.

2. If the grievance is not adjusted by the foreman within forty-eight hours, the employee concerned may then appeal to the Grievance Committee which may then discuss the matter with the Superintendent of the Department concerned.

3. If the grievance is not adjusted by the Department Superintendent, the Grievance Committee may refer same in writing to the Plant Manager.

#### ARTICLE II - ARBITRATION

(a) If a complaint or dispute is not settled and if such complaint or dispute involves the interpretation or alleged violation of this Agreement, then the matter may be referred to an Arbitration Board by either party within a reasonable time. The Arbitration Board shall be composed of one person appointed by the Company and one person appointed by the Union, which two shall endeavour to agree upon a third person to act as Chairman. In the event that the Company and the Union appointees fail to agree on a third party or on a settlement of the issue before them within 7 working days of their appointment, the Minister of Labour for the Province of Quebec will be requested to appoint a third party.

(b) The decision of the Arbitration Board on matters within its jurisdiction shall be final and binding on both parties and shall be rendered within ten (10) days after the Board is fully constituted, unless the parties mutually agree to an extension of time. The Arbitration Board shall have jurisdiction to deal with the interpretation or alleged violation of this agreement but shall not have jurisdiction to add to, subtract from or change any of the provisions of this agreement.

(c) Each party shall pay its own expenses and the expenses of the Chairman shall be shared equally.

#### ARTICLE 12 - SENIORITY

(a) Seniority shall mean length of continuous service with the Company. An employee shall lose his seniority upon termination of employment except in the case of a lay-off for lack of work in which case previously accumulated seniority shall be maintained if the employee is rehired within one year.

(b) Seniority of each employee shall be established after a period of three (3) months and prior to that date an employee shall be on probation.

(c) In all cases of promotions (except promotions to positions excluded from this Agreement) and in all cases of lay-off or decrease of working forces, the following factors shall be considered:

1. Knowledge, efficiency and ability to perform the work;
2. Physical fitness;
3. Seniority.

where factors (1) and (2) are relatively equal in the opinion of the Company, factor (3) shall govern.

ARTICLE 13 - TERM

This Agreement shall become effective on the day of its execution and shall remain in effect until the 30th day of November, 1955 inclusive. It shall be automatically renewed for a further period of one year and from year to year thereafter upon the failure of either party to give to the other written notice of the termination or amendment of the Agreement not more than sixty (60) days nor less than thirty (30) days prior to the expiration of each yearly period.

IN WITNESS WHEREOF the parties have signed at the City of Quebec on the 31st day of January 1955.

L'UNION DES EMPLOYES DE CRANE  
STEELWARE LIMITED, aff. F.A.T.

CRANE STEELWARE LIMITED

Paul Audibert

Unreadable

Elzéar Racine

R.H. Daniel

J.M. Landriault

Unreadable

CRANE STEELWARE LIMITED

SCHEDULE "A"

EFFECTIVE DATE DECEMBER 1, 1954

	Minimum	Maximum
General Labor	1.11	1.21
Crater	1.23	1.33
Crater Helper	1.18	1.28
Sprayer	1.40	1.50
Sprayer Helper	1.17	1.27
Buffer	1.23	1.33
Machine Operator	1.21	1.31
Ware Repair Man	1.23	1.33
Welder	1.40	1.50
Welder Helper	1.29	1.39
Sandblast Operator	1.29	1.39
Pickler	1.35	1.45
Inspector	1.38	1.48
Furnace Operator No. 1	1.46	1.56
Furnace Operator No. 2	1.40	1.50
Furnace Helper	1.18	1.28
Furnace Tender	1.08	1.13
Millroom Operator	1.51	1.66
Millroom Helper	1.29	1.39
Maintenance No. 1	1.58	1.71
Maintenance No. 2	1.47	1.57
Maintenance Helper	1.40	1.50

Employees who commence work at the minimum rate will receive five cents (.05¢) an hour above the minimum after three (3) months employment in the classification.

Employees may advance to the maximum on the basis of merit of which the Company shall be the sole judge.

COLLECTIVE LABOUR AGREEMENT

Entered into at the City of Québec, P.Q., this  
1st day of December, 1953

BY AND BETWEEN:

CRANE STEELWARE LIMITED, a body politic  
and corporate duly incorporated, having  
its Head Office and principal place of  
business in the City of Québec, P.Q.,  
(hereinafter called "the Company"),

PARTY OF THE FIRST PART:

L'UNION DES EMPLOYES DE CRANE STEELWARE  
LIMITED, aff. F.A.T. of St. Malo, Quebec,  
(hereinafter called "the Union"),

PARTY OF THE SECOND PART.

19/3402

C O L L E C T I V E L A B O U R A G R E E M E N T

Entered into at the City of Québec, P.Q. this

1st day of December, 1953

BY AND BETWEEN:

CRANE STEELWARE LIMITED a body politic  
and corporate duly incorporated, having  
its Head Office and principal place of  
business in the City of Québec, P.Q.  
(hereinafter called "the Company"),

PARTY OF THE FIRST PART:

L'UNION DES EMPLOYES DE CRANE STEELWARE  
LIMITED, aff. F.A.T. of ST Malo, Quebec,  
(hereinafter called "the Union"),

PARTY OF THE SECOND PART:

WHICH AGREEMENT WITNESSETH AS FOLLOW:

Article I - OBJECT

The object of this Agreement is to establish and maintain a mutually harmonious relationship between the Company and its employees, and to provide machinery for the prompt and equitable disposition of any differences or grievances which may arise from time to time.

ARTICLE 2 - APPLICATION & RECOGNITION

(a)

The words "employee" or "employees" when used in this Agreement shall mean all hourly-rated employees employed by the Company at its plant situated in the ST. Malo Shops, in the City of Quebec, P. Q., but shall not include watchmen, foremen, assistant-foremen, office or other salaried employees and confidential employees.

(b)

This Agreement shall apply only to the employees of the Company hereinbefore defined.

(c)

The Company recognized the Union during the term of this Agreement as the exclusive bargaining Agent of the employees in virtue of the Certificate

of Recognition issued by the Labour Relations Board of the Province of Quebec in favour of the Union on the 21st day of October, 1948.

(d) The Union recognizes that the management of the plant and the direction of the working forces including the right to direct, plan and control plant operations, to schedule working hours and the right to hire, promote, demote, transfer, suspend or discharge employees for cause, and to release employees because of the lack of work or for other legitimate reasons, or the right to introduce new and improved methods or facilities, and to manage the plant in the traditional manner is vested exclusively in the Company, subject to the express provisions of this Agreement.

(e) The Company agrees that there shall be no discrimination, interference or coercion practiced with respect to any employee on account of membership in the Union.

(f) The Union agrees that there shall be no discrimination, interference or coercion practiced with respect to any employee because he is not a member of the Union.

(g) It is agreed that the Union shall not distribute or cause to be distributed any hand-bills, pamphlets, literature or Union propaganda on Company premises or time.

(h) The Union will be allowed to post, on bulletin boards provided by the Company, notices regarding non-controversial matters pertaining to the Union. All such notices must be approved by the plant Manager or his representative before being posted.

### ARTICLE 3 - UNION MEMBERSHIP

(a) An employee who is now a member of the Union, or who after this date becomes, or is reinstated as a member of the Union shall, as a condition of employment with the Company, maintain such membership in good standing during the term of this Agreement. For the purpose of this Agreement, an employee

shall be deemed to maintain his membership in good standing so long as he continues to pay or tender the regular monthly Union dues.

(b) It is nevertheless agreed that any such member employee shall have the right, during the sixty (60) days prior to the expiration of each yearly period that this Agreement is in effect, to resign his membership in the Union by giving written notice thereof to the Union and the Company to take effect at the end of the said yearly period.

(c) Notice of failure to maintain membership as provided for in subparagraph (a) above will be given by the Union to the employee with a copy to the Plant Manager.

#### ARTICLE 4 - LOCK-OUTS AND STRIKES

During the term of this Agreement, the Union agrees that neither it nor its members shall cause, or abet or take part in any strike, slow-down of production, stoppage of work or picketing for any cause whatsoever. For its part, the Company agrees not to engage in any lock-out and to maintain as steady a program of operations as may be, in its opinion, consistent with sound business judgment and operation efficiency.

No employee, whether a Union member or not, shall cause, or take part in a strike, slow-down of production, stoppage of work or picketing. Should an employee do so, he shall be deemed to have broken his agreement and may be dismissed from the service of the Company.

#### ARTICLE 5 - UNION ACTIVITY

(a) The Union agrees that, except as specified in this Agreement, there shall be no Union activity of any kind during working hours.

(b) The Company agrees that Union delegates, not exceeding one (1) at any one time, shall be granted leave of absence without pay for the transaction of business for the Union provided three (3) days notice of such absence is given to the Company. The Company shall consider such time off as time worked for

the purpose of computing vacations and seniority. Aggregate time for leaves of absence referred to in this clause shall not exceed thirty (30) days in any one year.

ARTICLE 6 - SAFETY AND HEALTH

The Company shall make reasonable provision for the safety and health of the employees during working hours, and the Union agrees to co-operate with the Company in this respect.

ARTICLE 7 - WORKING HOURS, OVERTIME & HOLIDAYS

The following provisions with regard to Working Hours, Overtime and Holidays will be applicable to all employees covered by this Agreement with the exception of Furnace Tenders, who shall be subject to the provisions hereinafter contained in paragraphs (i), (j), (k), and (l).

- (a) Depending upon the Company's decision as to the availability of manpower and the requirements of production, the normal working week shall be forty hours (40), from Monday to Friday inclusive.
- (b) An employee shall be paid a premium of 50% of his regular hourly rate of pay for all time worked in excess of eight hours (8) each day, from Monday to Friday inclusive.
- (c) An employee shall be paid a premium of 50% of his regular hourly rate of pay for all time worked on a Saturday, unless he is regularly scheduled to work on Saturday.
- (d) An employee shall be paid at double his regular hourly rate of pay for all time worked in excess of sixteen (16) consecutive working hours, from Monday to Saturday inclusive.
- (e) An employee shall be paid at double his regular hourly rate of pay for all time worked on Sundays or on the following holidays:

Conception Day  
Christmas Day  
New Year's Day  
Epiphany  
Good Friday  
Ascension Day

St. Jean Baptiste Day  
Dominion Day  
Labour Day  
Thanksgiving Day  
All Saints Day

(f)

Employees with seniority shall be paid on the basis of their regularly scheduled working hours, and their current hourly rate in respect of the following holidays:

Conception Day  
Christmas Day  
New Year's Day  
Epiphany  
Good Friday  
Ascension Day  
St. Jean Baptiste Day  
Labour Day

An employee shall only be entitled to such payment if the holiday is observed on a day on which he was otherwise scheduled to work, and if he has worked the working day before and the working day after the holiday.

An employee who works on any of the above eight holidays, will be paid double his regular rate of pay in addition to pay for the holiday.

(g) The double time rate for Sundays shall apply from midnight Saturday to midnight Sunday. The double time rate for the holidays listed in subparagraph (e) above shall apply during the twenty four (24) hour period commencing at 7:00 A. M. on the date of such holidays.

(h) An employee, who is called back to work after completing his regular shift, will be given a minimum of three (3) hours pay at his straight time rate. However, this will not apply to an employee who is kept on immediately after completing his regular shift.

(i) Depending upon the Company's decision as to the availability of manpower and the requirements of production, the normal working week of the Watchmen and furnace tenders, whether on day work or night work, on day shift or on night shift, shall be of fifty-six (56) hours duration and shall be from

Sunday to Saturday inclusive. Furnace Tenders, however, will be given one (1) day of rest each week, but this may vary from time to time at the Company's discretion.

(j) A Furnace Tender who works in excess of the said fifty-six (56) hours in any week shall be paid, for such excess, a premium of 50% of this regular hourly rate of pay.

(k) A Furnace Tender who is required to work on a holiday as hereinabove enumerated in subparagraph (e) will be given one (1) day off work during the fifteen (15) days following such holiday, or will be paid a total of double his regular hourly rate of pay at the discretion of the Company.

(l) Employees who are assigned to regularly scheduled shifts commencing 3 P.M. or later shall be paid shift premiums as follows:

For Second Shift, commencing between 3 P.M. and 6 P.M. - 7¢ per hour.

For Third Shift, commencing between 6 P.M. and 5 A.M. - 10¢ per hour.

#### ARTICLE 8 - VACATIONS WITH PAY

(a) Vacations with pay shall be granted to all employees on the payroll May 1, 1954 in accordance with the following schedule, and for the purpose of an employee's eligibility for such vacation, his seniority shall be determined as of that date.

(1) One month but less than one year of seniority, one half (1/2) day for each calendar month, with vacation pay of 2% of total earnings during the year preceding May 1, 1954.

(2) One year but less than two years seniority, one week, with vacation pay of 2% of total earnings during the year preceding May 1, 1954.

(3) Two years but less than three years seniority, one week and day, with vacation pay of 2.4% of total earnings during the year preceding May 1, 1954.

(4) Three years but less than four years seniority, one week and two days, with vacation pay of 2.8% of total earnings during the year preceding May 1, 1954.

- (5) Four years but less than five years seniority, one week and three days, with vacation pay of 3.2% of total earnings during the year preceding May 1, 1954.
  - (6) Five years but less than twenty-five years seniority, two weeks, with vacation pay of 4% of total earnings during year preceding May 1, 1954.
- (b) The Company shall determine when the vacation is to be taken by the employees. The Company shall post on or before the 15th of May in each year, a schedule of vacation periods.

ARTICLE 9 - WAGES

- (a) Rates of pay for all job classifications are and will be as are set forth in Schedule "A" attached hereto to form part of this Agreement.

ARTICLE 10 - GRIEVANCE COMMITTEE & GRIEVANCES

- (a) The Union shall be entitled to appoint a Grievance Committee of three members for the purpose of discussing with the Company any dispute, grievance or complaint, (hereinafter called "Grievance" ) which arises out of the operation of this Agreement. Each member of the Grievance Committee must have been employed at least one year by the Company prior to his appointment as a committee member. The Union must notify the Company of the names of such committee members. Such committee members must obtain permission from their foreman before leaving their jobs.
- (b) The following orderly procedure shall be followed in the settlement of grievances arising out of this Agreement:
1. The grievance must, in the first instance, be submitted by the employee to the foreman of the department concerned.
  2. If the grievance is not adjusted by the foreman within forty-eight hours, the employee concerned may then appeal to the Grievance Committee which may then discuss the matter with the Superintendent of the Department concerned.
  3. If the grievance is not adjusted by the Department Superintendent, the Grievance Committee may refer same in writing to the Plant Manager.

ARTICLE II - ARBITRATION

If a complaint or dispute is not settled and if such complaint or dispute involves the interpretation or alleged violation of this Agreement, then the matter may be referred to an Arbitration Board by either party within a reasonable time. The Arbitration Board shall be composed of one person appointed by the Company and one person appointed by the Union, which two shall endeavour to agree upon a third person to act as Chairman. In the event that the Company and the Union appointees fail to agree on a third party or on a settlement of the issue before them within 7 working days of their appointment, the Minister of Labour for the Province of Quebec will be requested to appoint a third party.

(b) The decision of the Arbitration Board on matters within its jurisdiction shall be final and binding on both parties and shall be rendered within ten (10) days after the Board is fully constituted, unless the parties mutually agree to an extension of time. The Arbitration Board shall have jurisdiction to deal with the interpretation or alleged violation of this Agreement but shall not have jurisdiction to add to, subtract from or change any of the provisions of this agreement.

(c) Each party shall pay its own expenses and the expenses of the Chairman shall be shared equally.

ARTICLE 12 - SENIORITY

(a) Seniority shall mean length of continuous service with the Company.

An employee shall lose his seniority upon termination of employment except in the case of a lay-off for lack of work in which case previously accumulated seniority shall be maintained if the employee is rehired within one year.

(b) Seniority of each employee shall be established after a period of three (3) months and prior to that date an employee shall be on probation.

(c) In all cases of promotions (except promotions to positions excluded

from this Agreement) and in all cases Of lay-off or decrease of working forces, the following factors shall be considered:

1. Knowledge, efficiency and ability to perform the work;
2. Physical fitness;
3. Seniority

where factors (1) and (2) are relatively equal in the opinion of the Company, factor (3) shall govern.

ARTICLE 13 - TERM

This Agreement shall become effective on the day of its execution and shall remain in effect until the 30th day of November, 1954 inclusive. It shall be automatically renewed for a further period of one year to year

thereafter upon the failure of either party to give to the other written notice of the termination or amendment of the Agreement not more than sixty (60) days nor less than thirty (30) days prior to the expiration of each yearly period.

IN WITNESS WHEREOF the parties have signed at the place and on the day, month and year hereinabove first written.

L'UNION DES EMPLOYES DE CRANE  
STEELWARE LIMITED? aff. F.A.T.

CRANE STEELWARE LIMITED

illisible

illisible

Elzear Racine

A.H. DANIEL

J.M. Landreault

illisible

CRANE STEELWARE LIMITED

SCHEDULE "A"

EFFECTIVE DATE DECEMBER 1, 1951

	<u>Minimum</u>	<u>Maximum</u>
General Labor		
Crater	1.11	1.21
Crater Helper	1.21	1.31
Sprayer	1.18	1.28
Sprayer Helper	1.40	1.50
Buffer	1.17	1.27
Machine Operator	1.23	1.33
Ware Repair Man	1.21	1.31
Welder	1.23	1.33
Welder Helper	1.40	1.50
Sandblast Operator	1.29	1.39
Pickler	1.29	1.39
Inspector	1.35	1.45
Furnace Operator No. 1.	1.35	1.45
Furnace Operator No. 2	1.46	1.56
Furnace Helper	1.40	1.50
Furnace Tender	1.18	1.28
Millroom Operator	1.08	1.13
Millroom Helper	1.51	1.66
Maintenance No. 1	1.29	1.39
Maintenance No. 2	1.58	1.71
Maintenance Helper	1.47	1.57
	1.40	1.50

Employees who commence work at the minimum rate will receive five cents (.05¢) an hour above the minimum after three (3) months employment in the classification.

Employees may advance to the maximum on the basis of merit of which the company shall be the sole judge.