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MEMORANDUM OF AGREEMENT

Entered into in quintuplicate this seventh day of June 1955.

BY AND BETWEEN

CANADIAN INDUSTRIES (1954) LIMITED, a corporation of Canada

and

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA,

hereinafter called the "Union",

Witnesseth that, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto have agreed as follows:

ARTICLE I

SCOPE

(a) In this agreement:

(i) "Company" means the corporation Canadian Industries (1954) Limited, as a whole.

(ii) "said Works" means the Explosives plant, Agricultural Chemicals plant and Research Laboratory located at McMasterville, Quebec known as its Beloeil Works, operated by the Company.

(iii) "employee" means all Shift engineers, Repairmen, Firemen and Coal passers employed in the Powerhouse at the said Works, who are paid at an hourly rate, except, the foreman, the chief engineer and those persons employed in a confidential capacity.

(iv) "bargaining unit" means the unit of employees as herein defined.

(b) This agreement covers all employees as defined above.

(c) The Company recognizes the Union during the term of this agreement as the exclusive bargaining agent of the employees for the purpose of collective bargaining in respect of wages, hours, seniority, grievance procedure and such other working conditions as are included in this agreement.

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(d) The Union recognizes the right of the Company to manage the said Works, and to direct the working forces, including the right to hire, promote, or transfer any employee, and to demote, discipline, suspend or terminate the employment of any employee for any justifiable reason.

(e) The Union agrees that the Company may at any time change hours of work, determine or change work assignments or methods, and select the materials to be handled, processed or manufactured.

(f) The Union further recognizes the right of the Company to make and alter rules and regulations to be observed by the employees.

ARTICLE II

COOPERATION

(a) It is agreed that the application of the Industrial Relations Plans shall continue in respect of the employees in conformity with their general application throughout the Company.

(b) The Union agrees that it will not cause, authorize or sanction, nor permit its members to cause or take part in, (and it is agreed that the Company may discharge any employee who causes or takes part in) any sit-down, stay-in, or slow-down, in any department, or any strike or stoppage of any of the Company's operations or any curtailment of work or restriction of or interference with production or any picketing of the Company's premises during the term of this agreement.

(c) The Company agrees that it will not cause or sanction a lockout during the term of this agreement.

(d) There shall be no discrimination, intimidation, interference, restraint, coercion or attempted coercion by or on behalf of the Company or by or on behalf of the Union, its members or its agents with respect to any employee because of membership or non-membership in the Union.

(e) No one shall conduct Union activities at the said Works during working hours, except as specifically permitted in this agreement.

(f) During the term of this agreement the Company will deduct monthly Union membership dues from the wages of each employee who furnishes the Company with a signed authorization directing that such deductions be made. Such deductions shall be in the form shown in Schedule "C" attached hereto.

ARTICLE III

REPRESENTATION

(a) The Company agrees to recognize two stewards. The Union shall notify the Company in writing of the names of the stewards. It is understood that a steward may with the permission of his foreman, and without loss of time or pay, leave his regular duties for a reasonable length of time in order to investigate and settle grievances in his group.

(b) The Company agrees to recognize a Union Bargaining Committee of not more than two employees.

(c) The Union Bargaining Committee shall have the right of meeting the appointed representative or representatives of the Company at least once every month. Members who happen to be on duty shall be paid straight time for that part of their regularly scheduled working hours devoted to attendance at such meetings held on Company property provided however that members shall not be paid for attendance at meetings held pursuant to Article X (b).

ARTICLE IV

HOURS OF WORK

The normal number of daily hours of work shall be as follows:

(a) For employees assigned to day work the normal daily hours of work shall be eight hours per day for an average of five days per week.

(b) For employees assigned to shift work the normal daily hours of work shall vary from eight hours per day for five days each week to eight hours per day for six days each week, in accordance with the schedules established from time to time by the Company.

(c) The normal number of daily hours of work are stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of any minimum nor as a restriction on any maximum number of hours to be worked.

(d) It is understood that an employee shall be at his work place and ready to assume his duties at the commencement of his working day.

(e) An employee, assigned to operations on a shift which is scheduled to be followed immediately by another shift without lapse of time, shall not leave his work place until relieved by the employee assigned to the same operations on the succeeding shift unless by special permission of his foreman or supervisor.

ARTICLE V

OVERTIME AND OTHER ALLOWANCES

(a) An employee shall be paid at the rate of time and one half for work performed in excess of his normal number of daily hours of work provided, however, that he shall be paid at the rate of double time instead of at the rate of time and one-half for all hours worked in excess of 12 continuous hours.

(b) An employee shall be paid at the rate of double time for work required to be performed on his regularly assigned day of rest.

(c) Except as otherwise stipulated in this clause (c), an employee shall be paid at his straight time rate for the equivalent of his regularly scheduled normal number of hours of work for the days on which the following holidays occur, whether or not he works on the holiday; New Year's, Good Friday, St. Jean Baptiste Day, Dominion Day, Labour Day, Thanksgiving Day, All Saints' Day and Christmas Day.

However, an employee shall not be entitled to be so paid:

(i) If he does not work on such holidays when he has been required or scheduled to do so; or

(ii) If he is absent without good cause on the scheduled working day immediately preceding or succeeding the holiday; or

(iii) If he is absent for any reason, except for vacation, on both the scheduled working days immediately preceding and succeeding such holiday; or

(iv) If such holiday occurs while he is on leave of absence; or

(v) If he has been employed by the Company for less than ninety consecutive days.

(d) An employee who works on any of the holidays mentioned in clause (c) shall:

(i) If entitled to the payment provided in clause (c) be paid in addition thereto at his straight time rate for all hours so worked up to his normal number of hours of work for the day, unless he is required on less than 8 hours' notice to work on the holiday, in which case he shall be paid in addition to the holiday allowance at the rate of time and one-half provided the provision of clause (f) or clause (g) of this Article would apply to the work if the day was not a holiday. In cases where clause (f) would apply the minimum payment and travelling allowance shall apply. Payment for hours worked in excess of his normal number of hours for such a day shall be at the rate of time and one-half; or

(ii) If not entitled to the payment provided in Clause (c) be paid at the rate of time and one-half for the first 12 hours so worked and at the rate of double time thereafter.

(e) If another day is substituted by statute or decree or by mutual agreement between the parties for the observance of any of the holidays listed in clause (c) the day of ob-

servance so substituted shall be deemed to be the holiday for the purpose of this Article V.

(f) If an employee after leaving the said Works is summoned by the Company on less than (16) hours' notice to report to the said Works for the performance of any work at other than his regularly scheduled working hours, he shall be paid at the rate of double time for all non-scheduled hours worked following such summons. The employee shall in any event be paid a minimum amount equivalent to four hours' pay at the straight time rate, except when such work continues into the employee's regularly scheduled working hours, in which case, no minimum shall apply.

Employees so summoned by the Company shall be compensated for out-of-pocket travelling expenses.

(g) Whenever an employee's regularly scheduled working hours are changed by the Company, that is, both starting and finishing times changed, he shall be paid at the rate of time and one-half for work performed during his first working day following such change unless notice of such change has been given to him by the Company sixteen hours or more prior to the new starting time.

(h) Notwithstanding the foregoing provisions of this Article V an employee shall be paid at his straight time rate for overtime work performed, with the permission of the foreman, at the employee's own request in substitution for his regularly scheduled working hours or in an exchange of working hours with another employee.

(i) An employee shall not be entitled to be paid under more than one clause of this Article unless otherwise specifically provided, and in any event the rate of payment including holiday or any other allowances but excluding the minimum payment and travelling allowances provided in clause (f) shall not exceed twice the straight time hourly rate except in respect of work performed on less than 8 hours' notice under the provisions of clause (d) (i) of this Article V,

in which case such rate shall not exceed two and one-half times the straight time hourly rate.

ARTICLE VI

WAGES - CLASSIFICATION

(a) The classification of the employees shall be done by the Company.

(b) The classification of existing occupations and the wage rates applying thereto shall be as shown in Schedule "A", which is made part of this agreement and is signed for identification by the parties hereto. In the event that the job content of any occupation is substantially changed during the term of this agreement, or that a new occupation is established, the occupation may be re-classified or classified as the case may be, by the Company.

(c) While an employee may at any time discuss his classification with his foreman, no request for a change in the classification of such employee need be entertained by the Company unless presented to the Company within thirty days following the date of the classification or of the change in classification to which such employee objects.

(d) An employee shall be paid the rate of the occupational classification to which he is assigned during the time he is so employed provided he is qualified to perform the duties of such classification and provided the assignment is for more than four hours, unless the assignment is to a lower rated classification for the convenience of the Company in which case he shall be paid at the rate established for the classification under which he is listed on the payroll.

ARTICLE VII

SENIORITY

(a) An employee shall acquire seniority status after he has been in the employ of the Company for a probationary period of ninety consecutive days.

(b) In the case of equally qualified employees seniority shall govern in the case of a lay-off which the Company expects to remain in effect for more than seven days, or for a transfer or promotion to a classification included in Schedule "A", which the Company expects to remain in effect for more than thirty days. If any such temporary adjustment should subsequently become permanent or exceed the stipulated time limits, the provisions of this clause (b) shall apply immediately but such application shall be without retroactive effects.

(c) Seniority shall, for the purposes of this agreement, be calculated so as to include all periods of a person's employment from the earliest date on which he became employed by the Company or its predecessor at the said Works, whether such employment was within the bargaining unit or not, or at any other Works or location, excluding however, all periods of employment that occurred prior to a termination of employment.

(d) Seniority shall be lost upon termination of employment for any reason, as well as upon transfer to a position outside the bargaining unit. Notwithstanding the foregoing however, seniority lost upon a lay-off lasting less than 12 months shall be restored on re-employment and seniority lost upon a transfer to a position outside the bargaining unit shall be restored upon re-entering the bargaining unit, provided the period of employment outside the bargaining unit was not interrupted otherwise than by lay-off of less than 12 months.

ARTICLE VIII

GRIEVANCE PROCEDURE

(a) Any dispute, grievance or misunderstanding (hereinafter called "grievance") involving occupational classification, wages, seniority, hours of work or other working conditions which any employee or group of employees may desire to discuss and adjust with the Company, shall be handled as follows:

Step 1:

The employee shall take up his grievance directly with the foreman of his department, except when the employee believes that he cannot properly express or explain his difficulties to his foreman.

Step 2:

If the grievance is not adjusted by the foreman within forty-eight hours after the grievance has been submitted to him under the provisions of Step 1 or if the employee believes that he cannot properly express or explain his difficulties to the foreman, the employee may report the matter to the steward elected to represent his group who, together with the employee, may take up the matter with the foreman and shall at the same time present a written summary of the grievance.

Step 3:

If the foreman does not settle the matter to the satisfaction of the employee within forty-eight hours after the grievance has been submitted to him under the provisions of Step 2 hereof, the employee and the steward may take up the matter directly with the Section Supervisor.

Step 4:

If a satisfactory settlement is not obtained within forty-eight hours after the matter has been discussed with the Section Supervisor in accordance with Step 3 hereof, the steward may submit the grievance in writing to the Union Bargaining Committee with a copy to the Works Manager or his appointee. The Union Bargaining Committee may then discuss it with the Works Manager or his appointee at a time to be agreed upon.

(b) All decisions arrived at by agreement between the Works Manager or his appointee and the Union Bargaining Committee with respect to any grievance shall be made in writing and shall be final and binding upon the Company and the Union. In the event of failure to reach agreement, the Company shall communicate its reply in writing to the Union.

(c) Nothing in this agreement shall be deemed to take away the right of an individual employee to present any personal grievance to the Company.

(d) While an employee may discuss a grievance with his foreman at any time, a request for retroactive adjustment need not be entertained by the Company unless the grievance is presented in writing within thirty days of the date of the incident which gave rise to the grievance or if more than two weeks have elapsed from the time the employee receives a decision in writing at any step in the grievance procedure to the time the grievance is carried to the next higher step.

(e) The time limits specified in clause (a) of this Article VIII shall be deemed to be exclusive of Saturdays, Sundays, and those holidays described in Article V (c).

ARTICLE IX

ARBITRATION

(a) Within a period of thirty days following the date of the communication of the Company's written decision to the Union, any grievance or other matter in dispute between the Company and the Union, involving the interpretation, or alleged violation of any Article of this agreement, may, in event of failure to reach agreement thereon, be referred by either party to arbitration by an arbitration board, in accordance with the procedure contained in Schedule "B" of this agreement.

(b) The decision of the majority of the arbitration board on the matter at issue shall be final and binding on both parties, but in no event shall the arbitration board have the power to add to, subtract from, alter or amend this agreement in any respect.

(c) Each party shall pay its own costs and the fees and expenses of witnesses called by it and of its representative. The fees and expenses of the chairman shall be shared equally between the parties.

ARTICLE X

TERMINATION

(a) This agreement shall become effective on the seventh day of June, 1955, and shall remain in full force and effect until the sixth day of June, 1957.

(b) Either party may on ten clear days' notice in writing require the other party to enter into negotiations for the renewal of the agreement within the period of two months prior to the expiry date and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to secure such renewal.

(c) The party giving the notice in accordance with clause (b) hereof shall at the same time as such notice is issued, and the party receiving the notice shall within ten days of its receipt of such notice, respectively, present to the other party in writing any proposed modifications or revisions of this agreement.

ARTICLE XI

NOTICES

Notices provided in Article X and Schedule "B" shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to the Union Bargaining Representative and if to the Company, to the Works Manager at the said Works.

CANADIAN INDUSTRIES (1954) LIMITED

_____

Works Manager

_____

Secretary

NATIONAL UNION OF OPERATING ENGINEERS

_____

_____

Local Representative

SCHEDULE "A"

HOURLY WAGE RATES

Classification	Hourly Rate
Shift Engineer	$1.78
Repairman 1st Class	1.72
Repairman 2nd Class	1.59
Bulldozer Tractor Operator	1.47
Fireman	1.43
Coal Passer	1.34

SHIFT PREMIUM

A premium of 6 cents per hour shall be paid for work performed on regularly scheduled evening shifts commencing between the hours of 3:00 P.M. and 9:59 P.M. A premium of 8 cents per hour shall be paid for work performed on regularly scheduled night shifts commencing between the hours of 10:00 P.M. and 2:59 A.M. This premium will be added to the rates after and not before calculating overtime and will at all times be shown separately from the rates.

CANADIAN INDUSTRIES (1954) LIMITED

_____

Works Manager

_____

Secretary

NATIONAL UNION OF OPERATING ENGINEERS

_____

_____

Local Representative

SCHEDULE "B"

PROCEDURE FOR ARBITRATION PROCEEDINGS

1. The party desiring to submit a matter to arbitration shall deliver to the other party a notice of intention to arbitrate. This notice shall state the matter at issue and shall state in what respect the agreement has been violated or misinterpreted by reference to the specific clause or clauses relied upon. The notice shall also stipulate the nature of the relief or remedy sought.

2. Within ten days after the date of delivery of the foregoing notice, the party initiating arbitration shall notify the other party of the name of its representative on the arbitration board and the other party shall appoint its representative within ten days of receipt of this notification.

3. In the event that either party shall fail to appoint a representative to the arbitration board within the delay provided, the other party, may request the Minister of Labour of the Province of Quebec to appoint a representative on behalf of the defaulting party.

4. When the representatives have been appointed they shall meet forthwith to choose a chairman, who with the two representatives, shall constitute the arbitration board.

5. Should the representatives fail within five days to agree on a chairman, the Minister of Labour of the Province of Quebec may be requested by the representatives or either of them to appoint a person who shall be chairman of the arbitration board.

6. After the arbitration board has been formed by the foregoing procedure, it shall meet with all members present and hear the evidence of both parties and render a decision within seven days after the completion of taking evidence.

7. The time limits specified herein shall be deemed to be exclusive of Saturdays, Sundays and those holidays described in Article V (c) of this agreement and may be extended by mutual consent of the parties or by the arbitration board.

SCHEDULE "C"

TO: Canadian Industries (1954) Limited,
Beloeil Works,
McMasterville, Quebec.

I hereby direct and authorize you to deduct from the wages payable to me on the first regular pay day of each month the amount of $_____ to cover the monthly membership dues payable by me to National Union of Operating Engineers of Canada, and to remit the amount so deducted to the aforementioned Union not later than seven days thereafter, during the term and in accordance with the provisions of this agreement and of any succeeding collective labour agreement between you and the said Union which provides for the deduction and remittance of dues.

This authorization will take effect seven days after it is received by you and may not be revoked by me except by written notice given during the two weeks period immediately preceding the anniversary of the effective date of this or any such succeeding collective agreement, such revocation to take effect seven days after you have received such notice.

Termination of my employment with you shall cancel this authorization, but if I am subsequently re-employed within twelve months of such termination, this authorization shall become effective again automatically seven days after the date of my re-employment, provided that I may cancel such authorization within thirty days of re-employment.

.....
Date

.....
Witness

.....
Signature

To be completed in duplicate - one copy to the Company and one copy to the Union.

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MEMORANDUM OF AGREEMENT

By and Between

CANADIAN INDUSTRIES (1954) LIMITED
(Montreal Paint and Varnish Works)

and

LOCAL 13022

DISTRICT 50

UNITED MINE WORKERS

OF AMERICA

MONTREAL, QUE.

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EFFECTIVE MARCH 15th, 1955

19/4262

MEMORANDUM OF AGREEMENT

Entered into in quintuplicate this 13th day of April, 1955.

BY AND BETWEEN:

CANADIAN INDUSTRIES (1954) LIMITED, a corporation of Canada

and

LOCAL 13022, DISTRICT 50, UNITED MINE WORKERS OF AMERICA, hereinafter called the "Union",

Witnesseth that, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto have agreed as follows:

ARTICLE I

SCOPE

(a) In this agreement:

(i) "Company" means the corporation Canadian Industries (1954) Limited, as a whole.

(ii) "said Works" means the paint and varnish plant located at 6930 Clanranald Avenue, Cote St. Luc, Quebec, known as its Montreal Paint and Varnish Works, operated by the Company.

(iii) "employee" means any person employed at the said Works, who is paid at an hourly rate, except foremen, office staff and confidential employees.

(iv) "bargaining unit" means the unit of employees as herein defined.

(b) This agreement covers all employees as defined above.

(c) The Company recognizes the Union during the term of this agreement as the exclusive bargaining agent of the employees for the purpose of collective bargaining in respect of wages, hours, seniority, grievance procedure and such other working conditions as are included in this agreement.

(d) The Union recognizes the right of the Company to manage the said Works and to direct the working forces, including the right to hire, promote, or transfer any employee and to demote, discipline, suspend or terminate the employment of any employee for any justifiable reason.

(e) In the interest of the efficient operation of the said Works, the Union agrees that the Company may at any time change hours of work, determine or change work assignments or methods and select the materials to be handled, processed or manufactured.

(f) The Union further recognizes the right of the Company to make and alter from time to time rules and regulations to be observed by the employees.

ARTICLE II

CO-OPERATION

(a) The application of the Industrial Relations Plans and the rules governing them shall continue in respect of the employees in conformity with their general application throughout the Company.

ARTICLE II

CO-OPERATION (CONT'D)

(b) The Union agrees that it will not cause, authorize or sanction, nor permit its members to cause or take part in, (and it is agreed that the Company may discharge any employee who causes or takes part in) any sit-down, stay-in or slow-down in any department or any strike or stoppage of any of the Company's operations or any curtailment of work or restriction of or interference with production or any picketing of the Company's premises during the term of this agreement.

In the event of a breach of the provisions of this clause (b) this agreement shall, at the option of the Company, terminate immediately but such termination shall be without prejudice to any other rights of the Company. The Company agrees to discuss such termination with an officer of District 50, United Mine Workers of America, before it becomes effective.

(c) The Company agrees that it will not cause or sanction a lockout during the term of this agreement.

(d) The Company agrees to provide the Union with a Notice Board upon which the Union may post notices. Any such notice shall have received the written approval of the Company prior to posting.

The Union agrees that it will not distribute or post any pamphlets, advertising or political matter, cards, notices or any other kind of literature, within the said Works except as herein provided.

(e) Members of the Union, not exceeding two in number at any one time, shall be granted reasonable leave of absence without pay for the purpose of attending conventions or other Union functions provided production requirements permit. Leave of absence will not be granted for the purpose of supplementing or substituting for the regular staff employed by the Union.

(f) During the term of this agreement the Company will deduct monthly Union membership dues from the wages of each employee, who furnishes the Company with a signed authorization directing that such deductions be made. Such authorization shall be in the form shown in Schedule "A", (Voluntary Irrevocable Deduction of Dues), attached hereto.

The Company shall remit to District 50, United Mine Workers of America the total of all amounts so deducted not later than 7 days after the deduction has been made. The Company will at the same time forward a list of those employees who have, since the date of the last payment to the Union, supplied the Company with a written authorization, or who have cancelled their authorization, or whose employment has been terminated.

(g) There shall be no discrimination, intimidation, interference, restraint, coercion or attempted coercion, by or on behalf of the Company or by or on behalf of the Union, regarding any employee in the exercise of his right to bargain collectively through representatives of his own choosing.

No employee shall, however, conduct Union activities during working hours, except as specifically permitted in this agreement.

(h) The Company agrees to notify the Union in writing of the reason for the discharge of any employee. Any discharge may be discussed as a grievance. In the event that an employee is discharged and after subsequent investigation is reinstated, he shall be reimbursed for the time lost by reason of such discharge on the basis of his normal number of daily hours of work less earnings received from other employers in respect of the period for which he is to be reimbursed.

ARTICLE III

REPRESENTATION

(a) The Company agrees to recognize four (4) departmental stewards one of whom shall be the chief steward. The Union shall notify the Company in writing of the names of the stewards. It is understood that a steward shall, after consultation with his supervisor, be permitted during his working hours and without loss of time or pay, to leave his regular duties for a reasonable length of time in order to investigate and settle grievances in his department.

(b) The Company agrees to recognize a Union Bargaining Committee of not more than five (5) employees.

The Union Bargaining Committee shall have the right of meeting the appointed representative or representatives of the Company at least once every month. Those members who happen to be on duty shall be paid at their straight time rate for that part of their regularly scheduled working hours devoted to attendance at such meetings held on Company property. It is understood that a representative of District 50, United Mine Workers of America, may be in attendance at such meetings.

ARTICLE IV

HOURS OF WORK

(a) The normal number of daily hours of work for all employees except Stationary Enginemen shall be eight (8) hours per day from Monday to Friday inclusive. It is understood that in the case of ball mill operation, Saturday may be substituted for Monday.

(b) The normal number of daily hours of work for Stationary Enginemen shall be eight (8) hours per day in accordance with schedules established from time to time by the Company, which shall be so arranged as to average 42 hours per week over a 4 week period.

(c) The normal number of daily hours of work are stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of any minimum nor as a restriction on any maximum number of hours to be worked.

(d) The Company undertakes to communicate to, and discuss with, the Union any change proposed by the Company in the hours of work which the Company expects will apply for a period exceeding two (2) weeks, before such change becomes effective.

(e) It is understood that an employee shall be at his work place and ready to assume his duties at the commencement of his working day.

(f) The Company undertakes to communicate to, and discuss with, the steward of the department any change proposed by the Company in work assignment or in the hours of work which will affect the majority of employees in such department, before any such change becomes effective.

(g) The Company shall schedule for all employees two rest periods of ten minutes each during their normal daily hours of work.

(h) Each employee shall be granted a five minute wash-up period before his luncheon period and before the end of his working day. Each employee assigned to Paste Mixing, Ball Mill Grinding and Dye Vat operations shall be granted an additional ten minute wash-up period before the end of his working day.

ARTICLE V

OVERTIME AND OTHER ALLOWANCES

(a) An employee shall be paid at the rate of time and one-half for all hours worked in excess of the normal number of daily hours of work.

(b) An employee shall be paid at the rate of double time for work required to be performed on his regularly assigned day of rest.

(c) An employee shall, subject to the second paragraph of this clause, be paid an amount equivalent to eight hours pay at his straight time hourly rate for the following holidays, whether or not he works on such holidays:-

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

However, an employee shall not be entitled to be so paid for such holidays,

(i) If he does not work on such holidays when he has been required or scheduled to do so, or,

(ii) If he is absent without permission on his scheduled working day immediately preceding or succeeding the holiday, or,

(iii) If he is absent for any reason except on vacation on both the scheduled working days immediately preceding and succeeding the holiday, or,

(iv) If the holiday occurs while he is on leave of absence, or,

(v) If he has been employed by the Company for less than thirty consecutive days.

(d) An employee who works on any of the holidays listed in clause (c) shall:-

(i) If entitled to the payment provided in clause (c) be paid in addition thereto at his straight time rate for all hours so worked up to eight hours. However, where the provisions of clause (f) would apply to the work if it was not a holiday the minimum payment and travelling allowance provided in clause (f) shall apply. Payment for hours worked in excess of eight hours shall be at the rate of double time, or,

(ii) If not entitled to the payment provided in clause (c) be paid at the rate of time and one-half for all hours so worked.

(e) If another day is substituted by statute or decree or by mutual agreement between the parties for the observance of any of the holidays listed in clause (c) the day of observance so substituted shall be deemed to be the holiday for the purpose of this Article V.

(f) If an employee is summoned by the Company to report to the said Works for the performance of any work at other than his regularly scheduled working hours he shall be paid for a minimum of two hours work at the rate of time and one-half even though he may have worked less than two hours. In addition such an employee shall be paid a travelling allowance equivalent to two hours work at straight time,

(g) Whenever an employee's regularly scheduled working hours are changed by the Company, that is, both starting and finishing times changed, he shall be paid at the rate of time and one-half for work performed during his first working day following such change unless not less than twenty-four hours prior notice of such change has been given to him by the Company.

ARTICLE V

OVERTIME AND OTHER ALLOWANCES (CONT'D)

(h) Notwithstanding the foregoing provisions of this Article V an employee shall be paid at his straight-time rate for overtime work performed, with the permission of the foreman, at the employee's own request in substitution for his regularly scheduled working hours or in an exchange of workin, hours with another employee.

(i) An employee shall not be entitled to be paid under more than one clause of this Article unless otherwise specifically provided and in any event the rate of payment including holiday or other allowances but excluding the minimum payment and travelling allowances provided in clause (f) shall not exceed twice the straight-time hourly rate.

ARTICLE VI

WAGES - CLASSIFICATION

(a) The classification of the employees, and the classification of new occupations shall be done by the Company.

(b) While an employee may at any time discuss his classification with his supervisor no request for a change in the classification of such employee need be entertained by the Company unless presented to the Company within thirty days following the date of the classification or of the change in classification to which such employee objects.

(c) The classification of all occupations and wage rates appears in Schedule "B" attached hereto, which is made part of this agreement and is signed for indentification by the parties hereto.

(d) If any employee is required to work for more than a half day in any occupational classification having a higher rate of pay than the classification under which he is listed on the payroll, he shall be paid the higher rate. If any employee is required to work in any occupational classification having a lower rate of pay than the classification under which he is listed on the payroll, he must be reclassified at or before the beginning of the third week.

ARTICLE VII

SENIORITY

(a) An employee, who, immediately before the coming into force of this agreement, was in the employ of the Company within the bargaining unit at the said Works, and who had acquired seniority status shall, for the purpose of this agreement, retain the seniority he possessed at such time.

(b) A person who becomes an employee after the coming into force of this agreement shall have seniority status after completing a probationary period of ninety consecutive days within the bargaining unit. Seniority shall, for the purposes of this agreement, be calculated so as to include all periods of a person's employment from the earliest date on which he became employed by the Company or its predecessor within the bargaining unit at the said Works, excluding, however, all periods of employment that occur prior to a termination of employment.

(c) Seniority shall be lost upon termination of employment for any reason, or upon transfer to a position outside the bargaining unit. Notwithstanding the foregoing, however, seniority lost upon a lay-off lasting less than twelve months shall be restored on re-employment and seniority lost upon a transfer to a position outside the bargaining unit shall be restored upon re-entering the bargaining unit within twelve months, provided the period of employment outside the bargaining unit was not interrupted otherwise than by lay-off of less than twelve months.

ARTICLE VII

SENIORITY (CONT'D)

(d) For equally qualified employees seniority shall govern in the case of lay-off which the Company expects to remain in effect for more than one week or a transfer or promotion to a classification in Schedule "B", and the Company agrees to discuss with the Union any case or instance of hardship arising out of any allegedly unjust action of the Company in this connection.

If any temporary lay-off should subsequently become permanent or exceed one week in duration, the provisions in this clause (d) shall apply immediately, but such application shall be without retro-active effects.

(e) The Company agrees to post seniority lists showing the seniority status of each employee and to furnish a copy of such lists to the Union.

(f) The Company agrees to alter the seniority lists whenever a change occurs and to correct any errors therein whenever proof of error is submitted by the Union or any employee. No change shall be made in the seniority status of an employee without consultation with the Union.

(g) The Company agrees to continue the system whereby advertisements soliciting applications for vacancies in all jobs above the two lowest rates for men included in Schedule "B" are posted on notice boards in the said Works. Applications received in reply to such advertisements will be reviewed by a Committee of four, two appointed by the Company and two appointed by the Union, and this Committee will make recommendations to the Company for the appointments.

(h) The Company agrees to inform the Union twenty-four hours in advance of the announcement of selection to fill job vacancies.

(i) In the case of equally qualified persons who apply for employment when job vacancies occur, the Company shall give preference, according to seniority at the time of lay-off, to former employees who were laid off by the Company due to lack of work within the previous twelve months.

ARTICLE VIII

SAFETY AND HEALTH

(a) The Company will continue to make reasonable provision for the safety and health of its employees during the hours of their employment. Such protective devices as the Company requires to be worn and other equipment which in the opinion of the Company is necessary to protect the employee from injury shall be provided by the Company.

(b) Whenever the Company recommends to the employees for their better protection the use of additional safety equipment which it does not supply free of charge, it will make such equipment available to employees at cost

ARTICLE IX

GRIEVANCE PROCEDURE

(a) Any dispute, grievance or misunderstanding (hereinafter called a "grievance" involving occupational classification, wages, seniority, hours or other working conditions which any employee or group of employees may desire to discuss and adjust with the Company shall be handled as follows:-

ARTICLE IX

GRIEVANCE PROCEDURE (CONT'D)

Step 1. The employee shall take up his grievance directly with the foreman of his department or, in departments where there is no foreman, with the supervisor, except when the employee may feel that he cannot properly express or explain his difficulties to his foreman, or supervisor.

Step 2. If the grievance is not adjusted by the foreman or supervisor within forty-eight hours after the grievance has been submitted to him under the provisions of step 1. hereof, or if the employee feels that he cannot properly express or explain his difficulties to the foreman or supervisor, the employee may report the matter to the steward representing his department, who, together with the employee, shall take up the matter with the foreman or supervisor and shall at the same time present a written summary of the grievance to the foreman or supervisor.

Step 3. If the foreman or supervisor does not settle the matter to the satisfaction of the employee within forty-eight hours after the grievance has been submitted to him under the provisions of step 2. hereof, the employee and the steward shall take the matter up directly with the Production Superintendent.

Step 4. If a satisfactory settlement is not obtained within forty-eight hours after the matter has been discussed with the Superintendent, the steward and the chief steward shall submit the grievance in writing to the Union Bargaining Committee, with a copy to the Company. The Union Bargaining Committee may then discuss it during working hours with the Company.

(b) All decisions arrived at by agreement between the Company and the Union Bargaining Committee with respect to grievances shall be made in writing and shall be final and binding upon the Company and the Union. In the event of failure to reach agreement through step 4 of clause (a), the Company shall confirm its decision in writing to the Union within two weeks.

(c) Nothing in this agreement shall be deemed to take away the right of an individual employee to present any of his personal grievances to the Company.

(d) The time limits specified in this Article IX shall be deemed to be exclusive of Saturdays and Sundays and those holidays described in Article V (c) of this agreement.

ARTICLE X

ARBITRATION

(a) Within a period of thirty days following the date of the communication of the Company's written decision to the Union, any grievance or other matter in dispute between the Company and the Union, involving the interpretation or alleged violation of any Article of this Agreement may, in the event of failure to reach agreement thereon, be referred by either party to arbitration by an arbitration board in accordance with the procedure contained in Schedule "C" to this a agreement.

(b) The decision of the majority of the arbitration board on the matter at issue shall be final and binding on both parties but in no event shall the arbitration board have the power to add to, subtract from, alter or amend this agreement in any respect.

ARTICLE X

ARBITRATION (CONT'D)

(c) Each party shall pay its own costs and the fees and expenses of witnesses called by it and of its representative. The fees and expenses of the Chairman shall be shared equally between the parties.

ARTICLE XI

TERMINATION

(a) This agreement shall become effective on the 15th day of March 1955, and shall remain in full force and effect until the 14th day of March 1956.

(b) Either party may on ten clear day's notice in writing, require the other party to enter into negotiations for the renewal of the agreement within the period of two months prior to the expiry date and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to secure such a renewal.

(c) The party giving the notice in accordance with clause (b) hereof shall at the same time as such notice is issued, and the party receiving the notice shall within ten days of its receipt of such notice, respectively, present to the other party in writing any proposed modifications or revisions of this agreement.

ARTICLE XII

NOTICES

Notices provided in Article XI and Schedule "C" shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to the President of the Union, and if to the Company, to the Works Manager of the said Works.

CANADIAN INDUSTRIES (1954) LIMITED

E.W. VENN
WORKS MANAGER, MONTREAL
PAINT AND VARNISH WORKS

D.W. SHALES
SECRETARY

LOCAL 13022, DISTRICT 50,
UNITED MINE WORKERS OF AMERICA

IRVING A. DESROCHES
REGIONAL DIRECTOR

G.H. BOISVERT
FIELD REPRESENTATIVE

J. WALKER
PRESIDENT, LOCAL UNION

BARGAINING COMMITTEE

G. COTE

W. HEATHER

B. BOURGRA

P. JEANNOTTE

APPROVED BY: A.D. LEWIS
PRESIDENT, DISTRICT 50, U.M.W.A

SCHEDULE "A"

TO: Canadian Industries (1954) Limited,
Montreal Paint and Varnish Works,
6930 Clanranald Avenue,
Montreal, Que.

VOLUNTARY IRREVOCABLE DEDUCTION OF DUES

I hereby direct and authorize you to deduct from the wages payable to me on the first pay day of each month the amount of _____ to cover the monthly membership dues payable by me to Local 13022, District 50, United Mine Workers of America, and to remit the amount so deducted to the Secretary Treasurer, District 50, United Mine Workers of America, Washington, D.C., not later than seven days thereafter, during the term and in accordance with the provisions of the present agreement and of any succeeding collective labour agreement between you and the said Union which provides for deduction and remittance of dues. This authorization will take effect seven days after this form is received by you and may not be revoked by me except by written notice given during the period from the sixtieth to the thirtieth day prior to the anniversary of the effective date of the present or any such succeeding collective labour agreement, such revocation to take effect seven days after you have received such notice.

Termination of my employment with you or my transfer to a position not covered by the present agreement shall cancel this authorization, but if I am subsequently re-employed or transferred back to a position covered by the present agreement within twelve months of such termination or transfer this authorization shall become effective again automatically seven days after the date of my re-employment or transfer, provided that I may cancel this authorization within thirty days of re-employment or transfer.

.....
Witness

.....
Signature

.....
Date

SCHEDULE "B"

WAGE RATES

Job No:	Men: Title:	Rate:
M-8	Plant Cleaner	1.38
42	Carton Stitcher	1.38
43	Plant Helper	1.38
5	Lye Vat Operator	1.46
15	Lab Tester	1.46
17	Machine Labeller	1.46
29	Filler	1.46
32	Maintenance Helper	1.46
37	Assembler Packer	1.46
57	Rework Stockkeeper	1.46
13	R.M. Warehouse Trucker	1.52
21	Dockman	1.52
22	R.M. Warehouseman	1.52
31	F.G. Distributor	1.52
33	Grinder - Ball Mills	1.52
39	Filling Machine Operator	1.52
44	Towmotor Operator	1.52
48	Grinder	1.52
1	Paste Mixer	1.59
3	Reducer	1.59
46	Shader - (Small Batch)	1.59
49	Filling Working Leader	1.59
11	Shader	1.66
23	Stationary Engineman - Watchman	1.66
41	Maintenance Man (Semi-Skilled)	1.66
50	Mixing and Grinding Working Leader	1.66
51	Shading and Reducing Working Leader	1.74
55	Welder Maintenance Man	1.74
56	Carpenter Maintenance Man	1.74
18	Varnish Cooker	1.84
19	Maintenance Man	1.84
28	Varnish Loader and Reducer	1.84
54	Electrician Maintenance Man	1.84
52	Varnish Working Leader	1.93
	Women	
24	Hand Labeller	1.30
48	Office Cleaner	1.30
10	Multigraph Operator	1.34
47	Q.C. Inspector and Lid Stamper	1.34

SCHEDULE "B" (CONT'D)

Employees will be paid a premium of 7¢ per hour for work performed on regularly scheduled multiple or fixed shifts commencing between the hours of 3:00 P.M. and 3:00 A.M.. This premium, which will be added to the rates after calculating overtime, will always be shown separately.

CANADIAN INDUSTRIES (1954) LIMITED

E.W. VENN
WORKS MANAGER, MONTREAL
PAINT AND VARNISH WORKS

D.W. SHALES
SECRETARY

LOCAL 13022, DISTRICT 50,
UNITED MINE WORKERS OF AMERICA

IRVING A. DESROCHES
REGIONAL DIRECTOR

G.H. BOISVERT
FIELD REPRESENTATIVE

J. WALKER
PRESIDENT, LOCAL UNION

BARGAINING COMMITTEE

G. COTE

W. HEATHER

B. BOURGRA

P. JEANNOTTE

APPROVED BY: A.D. LEWIS
PRESIDENT, DISTRICT 50, U.M.W.A.

SCHEDULE "C"

PROCEDURE FOR ARBITRATION PROCEEDINGS

1. The party desiring to submit a matter to arbitration shall deliver to the other party a notice of intention to arbitrate. This notice shall state the matter at issue in concise terms and shall state precisely in what respect the agreement has been violated or misinterpreted by reference to the specific clause or clauses relied upon. The notice shall also stipulate the nature of the relief or remedy sought.

2. Within ten days after the date of delivery of the foregoing notice, the party initiating arbitration shall notify the other party of the name of its representative on the arbitration board and the other party shall appoint its representative within ten days of receipt of this notification.

3. In the event that either party shall fail to appoint a representative to the arbitration board within the delay provided, the other party may request the Minister of Labour of the Province of Quebec to appoint a representative on behalf of the defaulting party.

4. When the representatives have been appointed they shall meet forthwith to choose a chairman who, with the two representatives, shall constitute the arbitration board.

5. Should the representatives fail within five days to agree on a chairman, the Minister of Labour of the Province of Quebec may be requested by the representatives or either of them to appoint a person who shall be chairman of the arbitration board.

6. After the arbitration board has been formed by the foregoing procedure, it shall meet with all members present and hear the evidence of both parties and render a decision within seven days after the completion of taking evidence.

7. The time limits specified in Article X and this schedule shall be deemed to be exclusive of Saturdays and Sundays and those holidays described in Article V (c) of this Agreement.

GA384

Extension of Collective Agreement

This agreement entered into in quintuplicate this 6th day of November 1954,

BETWEEN: CANADIAN INDUSTRIES (1954) LIMITED, hereinafter called the "Company" a corporation having an office at Cote St Luc. Que. and herein acting with respect only to its Montreal Paint and Varnish Works.

AND: LOCAL 13022, DISTRICT 50 UNITED MINE WORKERS OF AMERICA, hereinafter called the UNION.

WITNESSETH THAT the Company and the Union hereby agree that the collective labour agreement between them dated 23rd december, 1953, which was due to expire on December 6th, 1954, shall continue in full force and effect until March 6th., 1954, or until a new collective labour agreement applicable to the same bargaining unit has been completed between the parties hereto, whichever date occurs first, subject however to concellation at any time prior thereto by either party on fourteen (14) days' notice in writing. This present agreement shall be attached to and form part of the said agreement of 23rd december 1953.

CANADIAN INDUSTRIES (1954) LIMITED

Unreadable.
Works Manager.
Montreal Paint and Varnish Works.

LOCAL 13022, DISTRICT 50,
United mine Workers of America,

James Walker.
President

14/3731 A

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AGREEMENT entered into in quintuplicate this 13th Day of November, 1953.

BETWEEN: CANADIAN INDUSTRIES LIMITED, a corporation having an office at Cote St. Luc, Que., and herein acting with respect only to its Montreal Paint and Varnish Works, hereinafter called the "COMPANY",

AND: LOCAL 13022, DISTRICT 50, THE UNITED MINE WORKERS OF AMERICA, hereinafter called the "UNION".

WITNESSETH THAT the Company and the Union hereby agree that the collective labour agreement between them dated 15th November, 1952, which was due to expire on 14th November, 1953, shall continue in full force and effect until 31st January, 1954, or until a new collective labour agreement applicable to the same bargaining unit has been completed between the parties hereto, whichever date occurs first, subject however to cancellation at any time prior thereto by either party on fourteen (14) day's notice in writing. This present agreement shall be attached to and from part of the said agreement of 15th November, 1952.

CANADIAN INDUSTRIES LIMITED,

Unreadable
Works Manager,
Montreal Paint & Varnish Works

UNITED MINE WORKERS OF AMERICA,
Local 13022, District 50,

James Walke
President.

G. BOISVERT
Special Representative.

19/3285 A

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I, GERARD DE M. BOYER, the undersigned Notary for the Province of Quebec, practising in the City of Montreal,

HAVING compared the attached document on this date,

DO HEREBY CERTIFY and attest unto all to whom these presents shall come or whom the same may in anywise concern, that the attached is a just, true and faithful copy of a document purporting to be a quintuplicate original of a Union Agreement dated 23rd December, 1953, between CANADIAN INDUSTRIES LIMITED and THE UNITED MINE WORKERS OF AMERICA, District No. 50, Canadian Chemical Division, Local no. 13022.

ACTE WHEREOF being requested I have granted the same under my notarial from and seal of office to serve and avail as occasion shall or may arise.

IN TESTIMONY WHEREOF, I have set my hand and seal to these presents, executed at the City of Montreal, in brevet, this 4th day of February, One thousand nine hundred and fifty-four.

Gérard de M. Boyer

Notary.

19/3763

MEMORANDUM OF AGREEMENT

Entered into in quintuplicate this 23rd day of December 1953

BY AND BETWEEN:

CANADIAN INDUSTRIES LIMITED, hreinafter called the "Company", a corporation having filling stations and warehouses located at 6380 St. Urbain Street,Montreal and 2735 Reading Street,Montreal known as its "Montreal Chemicals Department Filling Stations and Warehouses", and herein acting with respect only to its Montreal Chemicals Department Filling Stations and Warehouses,

AND

DISTRICT 50,THE UNITED MINE WORKERS OF AMERICA,LOCAL 13022, hereinafter called the "Union".

WITNESSETH THAT the parties hereto have agreed as follows:

Article I

SCOPE

This agreement covers the employees of the Company as hereinafter defined . The expression "employee" used throughout this agreement shall be deemed to mean employees of the Company's Montreal ChemicalsxFilling Stations and Warehouses x Department hereinafter called the "said warehouses",who are paid at an hourly rate.

Article II

RECOGNITION

(a) The company recognizes the Union during the term of thos agreement as the exclusive bargaining agent of the employees for the purpose of collective bargaining in respect of wages,hours,seniority,grievance procedure and such other working conditions as are included in this agreement.

(b) The Union recognizes the right of the Company to manage the said warehouses and to direct the working forces, including the right to hire,promote or transfer any employee and to demote,discipline,suspend or terminate the employment of any employee for any justifiable reason.

(c) The Union agrees that the Company may at any time change hours of work,determine or change work assignments or methods and select the materials to be handled,processed

or manufactured.

(d) The Union further recognises the right of the Company to make and alter from time to time rules and regulations to be observed by the employees.

Article III

CO-OPERATION

(a) It is agreed that the application of the Industrial Relations Plans shall continue in respect of the employees in conformity with their general application throughout the Company.

(b) The Union that it will not cause,authorize or sanction not permit its members to cause or take part in, (and it is agreed that the Company may discharge any employee who causes or takes part in) any sit-down,stay-in or slow-down in any department or any strike or stoppage of any of the Company's operations or any curtailemnt of work or restriction of or interference with production or any picketing of the Company's premises during the term of this agreement.

In the event of a breach of the provisions of this clause (b) this agreement shall,at the option of the company terminate immediately but such termination shall be without prejudice to any other rights of the Company. The Company agrees to discuss such termination with an officer of Canadian Chemical Division,District 50,United Mine Workers of America,before it becomes effective.

(c) The Company agrees that it will not cause or sanction a lockout during the term of this agreement.

(d) The Company agrees to provide the Union with a notice board upon which the Union may post notices, Any such notice shall have received the written approval of the Company prior to posting.

The Union agrees that it will not distribute or post any pamphlets,advertising or political matter,cards,notices, or any other kind of literature,with the said Warehouses except as herein provided.

(e) Members of the Union not exceeding one in number at any one time shall be granted reasonable leave of absence without pay for the transaction of business for the Union.

During the term of this agreement the Company will deduct monthly Union membership dues from the wages of each employee who furnishes the Company with a signed authorization directing that such deductions be made. Such authorization shall be in the form shown in Schedule "A" attached hereto.Notwithstanding anything contained therein termination of employment shall cancel the authorization. The company shall remit to District 50,United Mine Workers of America,24 Isabella Street,Toronto,the total of all amounts so deducted not later than ten days after the deduction has been made. The Company will at the same time forward a list of those employees who have since the date of the last payment to the Union supplied the Company with a written authorization,or who have cancelled their authorization or whose employment has been terminated.

(G) There shall be no discrimination,intimidation,interference, restraint,coercion or attempted coercion by or on behalf of the Company or by or on behalf of the Union,its members or its agents with respect to any employee because of membership or non-membership in the Union.

(h) No employee shall conduct Union activities during working hours except as specifically permitted in this agreement.

Article IV

REPRESENTATION

(a) The Company agrees to recognizes one steward.The Union shall notify the Company in writing of the name of the steward. It is understood that a steward shall,after consultation with his foreman,be permitted during his working hours and without loss of time, or pay,to leave his regular duties for a reasonable lenght of time in order to investigate and settle grievances in his department.

(b) The Company agrees to recognize a Union Bargaining Committee of not more than two employees.
The Union Bargaining Committee shall have the right of meeting the appointed representative or representatives of the Company at least once every month. Those members who happen to be on duty shall be paid straight time for that part of their regular scheduled working hours devoted to

attendance of such meetings held on Company property. It is understood that representative of Canadian Chemical Division,District 50,United Mine Workers may be in attendance at such meetings.

Article V

HOURS OF WORK

(a) The normal number of hours of work for all employees except firemen and watchmen shall be eight hours for five days each week .

(b) The normal number of hours of work for firemen and watchmen shall be eight per day for five days in the week for a period of three weeks and eight per day for six days in the week for a fourth week,in accordance with schedules established from time to time.

(c) The normal number of hours of work is stated solely for the purpose of calculating overtime ans shall not be construed as a guarantee of any minimum nor as a restriction on any maximum number of hours to be worked.

(d) The Company undertakes to communicate to,and discuss with, the Union any change proposed by the Company in hours of work which the Company expects will apply for a period exceeding two weeks,before such change becomes effective.

(e) It is understood that an employee shall be at his work place and ready to assume his duties at the commencement of his working day.

(f) The Company shall schedule for all employees assigned to day work two rest periods of ten minutes each during their normal daily hours of work.

(g) Each employee,except firemen and watchman,shall be granted a five minute wash-up period before his luncheon period and a ten minute wash-up period before the end of his working day.

Article VI

OVERTIME AND OTHER ALLOWANCES

(a) An employee shall be paid at the rate of time and one-half for all hours worked in excess of the normal number of daily hours of work.

(b) An employee shall be paid at the rate of double time for work required to be performed on his regularly assigned day of rest.

(c) Except as otherwise stipulated in this clause (c),an employee shall be paid at his straight time rate for the equivalent of his regularly scheduled normal number of hours fof work for the days on which the following holidays occur,whether or not he works on the holiday,provided he would have been scheduled to work if the day had not been a holiday;New Year's Day,Good Friday,Victoria Day,St.Jean Baptist Day,Dominion Day, Labour Day,Thanskgiving Day,Christmas Day.

However,an employee shall not be entitled to be sopaid for a such holiday.

(i) If he does not work on the holiday when he has been required or scheduled to do so;or

(ii) If he is absent without good cause on the scheduled working day immediately preceding or succeeding the holiday;or,

(iii) If the holiday occurs while he is on leave of absence;or

(iv) If he has been employed by the Company for less than thirty consecutive days.

(d) An employee who works on any of the holidays listed in clause (c) shall,

(i) If entitled to the payment provided in clause (c) be paid in addition thereto at his straight time rate for all hours so worked up to the equivalent of his normal number of hours of work for the day. However where the provisions of clause (f) would apply to the work if it was not a holiday,the minimum payment and travelling allowance provided in clause (f) shall apply.Payment for hours worked in excess of his normal number of hours of work for such a day shall be at the rate of double time;or

(ii) If not entitled to the payment provided in clause (c) be paid at the rate of time and one-half for all hours worked.

(e) If another day is substituted by statute or decree or by mutual agreement between the parties for the observance of day of the holidays listed in clause (c) the day of observance

so substituted shall be deemed to be the holiday for the purpose of this Article VI.

(f) If an employee is required to report to the said Warehouses for the performance of any work at other than his regularly schedules working hours,he shall be paid a minimum amount equivalent to pay for three houts at his straight time rate if his pay for work performed is less than this amount,exfept when such unscheduled work forms a continuous period with the employees regularly scheduled working hours,in which case no minimum shall apply. In addition such an employee shall be paid a travelling allowance equivalent to pay for two hours at his straight time rate.

(g) Whenever an employee's regularly scheduled working hours are changed by the Company,that is,both starting and finishing times changed,he shall be paid at the rate of time and one-half for work performed during his first working day following such change unless at least twenty-four hours prior notice of such change has been given to him by the Company.

(h) Nowithstanding the foregoing provisions of this Article VI an employee shall be paid at the straight time rate for overtime work performed,with the permission of the foreman,at the employee's own request in substitution for his regularly scheduled working hours or in an exchange of working hours with another employee.

(i) An employee shall not be entitled to be paid under more than one clause of this Article VI unless otherwise specifically provided and in any event the rate of payemnnt including holiday or other allowances but excluding the minimum payment and travelling allowance provided in clause (f) shall not exceed twice the straight time hourly rate.

Article VII

WAGES - CLASSIFICATION

(a) The classification of existing occupations and the wage rates applying thereto shall be as shown in Schedule "B" which is made part of this agreement and is signed for identification by the parties hereto.In the event that the job content of any occupation is substantially changed during the term of this agreement or that a new occupation is established,the

occupation may be reclassified or classified as the case may be by the Company.The Company agrees to review such changed or new classification with the Union.

(b) While an employee may at any time discuss his classification with his foreman,no request for a change in the classification of such employee need be entertained by the Company unless presented to the Company within thirty days following the date of the classification or of the change in classification to which such employee objects.

(c) If any employee is required to work for more than a half day in any occupational classification having a higher rate of pay than the classification under which he is listed on the payroll, he shall be paid the higher rate if qualified.If any employee is required to work in any occupational classification having a lower rate of pay than the classification under which he is listed on the payroll,he must be reclassified at or before the beginning of the third week.

Article VIII

SENIORITY

(a) An employee shall have seniority status after he has been in the employ of the Company for a probationary period of ninety consecutive days.

(b) For equally qualified employees,seniority shall govern in the case of a lay-off which the Company expects to remain in effect for more than two weeks or a transfer or promotion to a classification listed in Schdeule "B"

If such temporary lay-off should subsequently become permanent or exceed twoweeks in duration on the provisions of this clause (b) shall apply immediately but such application shall be without retroactive effects.

(c) In the case of equally qualified applicants for employment, the Company shall give preference to available former employees who were laid off by the Company due to lack of work within the previous twelve months.

(d) For the purpose of this agreement,seniority shall accumulate throughout the total period during which an employee has been in the employ of the Company. Accumulated seniority shall be lost on termination of employment.However,accumulated

seniority shall be restored upon re-employment if such termination was due to a lay-off,provided that the lapse of time between the date of termination for such a reason and the date of re-employment does not exceed twelve months.

(e) The Company agrees to post seniority lists showing the seniority status of each employee and to furnish a copy of such lists to the Union.

(f) The Company agrees to alter the seniority list from time to time and to correct any error therein whenevr proof or error is submitted by the Union or any employee. No change shall be made in the seniority status of an employee without consultation with the Union.

Article IX

SAFETY AND HEALTH

(a) Such protective devices for the safety and health of the employees as the Company requires to be worn and other equipment which in the opinion of the Company is necessary to protect the employees from injury shall be provided by the Company.

(b) Whenever the Company recommends to the employee for their better protection the use of additional safety equipment which it does not supply free of charge it will make such equipment available to employees at cost.

Article X

DISCHARGES

The Company agrees to notify the Union in writing of the reason for the discharge of any employee.Any discharge may be discussed as a grievance.If the event that an employee is discharged and after subsequent investigation is exonerated and reinstated,he shall be reimbursed for the time lost by reason of such discharge on the basis of his normal daily hours of work.

Article XI

GRIEVANCE PROCEDURE

(a) Any dispute,grievance or misunderstanding (hereinafter called "grievance") involving occupational classification,wages, seniority,hours or other working conditions which any employee or group of employees may desire to discuss and adjust with the Company shall be handled as follows:

(1) The employee shall take up his grievance directly

with the foreman,except when the employee may feel that he cannot properly express or explain his difficulties to the foreman.

(2) If the grievance is not adjusted by the foreman within forty-eight hours after the grievance has been submitted,or if the employee feels that he cannot properly exprss or explain his difficulties to the foreman,the employee may report the matter to the steward who,togother with the employee,shall take up the matter with the foreman and shall at the same time present a written summary of the grievance to the foreman.

(3) If a satisfactory settlement is not obtained within forty-eight hours after the matter has been discussed with the foreman,the steward may submit the grievance in writing to the Union Bargaining Committee,with a copy to the Company. The Union Bargaining Committee may then discuss it with the Company at a time to be agreed upon.

(b) All decisions arrived at by agreement between the representative or representatives of the Company and the Union Bargaining Committee with respect to grievances shall be made in writing and shall be final and binding upon the Company and the Union. In the event of failure to reach agreement through step 3 of clause (a),the Company shall communicate its decision in writing to the Union Bargaining Committee.

(c) Nothing in this agreement shall be deemed to take away the right of an individual employee to present any of his personal grievances to the Company.

(d) The time limits specified in this Article XI shall be deemed to be exclusive of Saturdays,Sundays and those holidays described in Article VI (c) of this agreement.

Article XII

ARBITRATION

(a) Prior to or within thirty days of the date of communication of the Company's decision in writing any grievance or other matter in dispute between the Company and the Union,involving the interpretation or violation of any Article of this agreement, may in the event of failure to reach thereon,be

referred by either party to arbitration by an arbitration board in accordance with the procedure contained in Schedule "C" of this agreement.

(b) The decision of the majority of the arbitration board on the matter at issue shall be final and binding on both parties but in no event shall the arbitration board have the power to add, to, substract from, alter or amend this agreement in any respect.

(c) Each party shall pay its own costs and the fees and expenses of witnesses called by it, and of its representative. The fees and expenses of the chairman shall be shared equally between the parties.

Article XIII

TERMINATION

(a) This agreement shall become effective on the 23rd day of December 1953 and shall remain in full force and effect until the 22nd day of December, 1954.

(b) Either party may on ten clear day's notice in writing, require the other party to enter into negotiations for the renewal of the agreement within the period of two months prior to the expiry date and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to secure such renewal.

(c) The party giving the notice in accordance with clause (b) hereof shall at the same time as such notice is issued, and the party receiving the notice shall within ten days of its receipt of such notice, respectively, present to the other party in writing any proposed modifications or revisions of this agreement.

ARticle XIV

Notices provided in Articles IV and Schedule "C" shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to the President of the Union, and if to the

Company, to the Company's Representative, Montreal Chemicals Department Filling Stations and Warehouses.

CANADIAN INDUSTRIES LIMITED

T.O. Ingraham
Company Representative -
Montreal Chemicals Department
Filling Stations and Warehouses.

Russel Smith
Secretary

DISTRICT 50

UNITED MINE WORKERS OF AMERICA

LOCAL 13022

Emile Tetreault
President

Louis MacCormack
Special Representative

Schedule "A"

VOLUNTARY IRREVOCABLE DEDUCTION OF DUES

To: Canadian Industries Limited,
Chemicals Department,
6380 St. Urbain Street,
Montreal,

I,hereby direct and authorize you to deduct from the wages payable to me on the second regular pay day of each month the amount of _____ to cover the monthly membership dues payable by me to District 50,United Mine Workers of America, Local 13022,and to remit the amount so deducted to District 50,Canadian Chemicals Division,U.M.W.A.,24 Isabella Street Toronto,Ontario,not later than ten days thereafter,during the term and in accordance with the provisions of the present agreement and of any succeeding collective labour agreement between you and the said Union which provides for deduction and remittance of dues.This authorization will take effect seven days after it is received by you and may not be revoked by me except during the period from the sixtieth to the thirtieth day prior to the anniversary of the effective date of this or any such succeeding collective labour agreement,such revocation to take effect seven days after you have received written notice thereof from me.

_____ _____
Witness Signature

_____
Date

SCHEDULE "B"

Classification	RATE PER HOUR
Labour (Hiring)	$1.22
" (after 6 months)	1.26
Warehouseman	1.30
Watchman-Fireman	1.30
Lift Truck Operator	1.34
Repackager	1.34
Filler	1.34
Dye Mill Operator	1.34
Leading Hand (when required)	1.39
Maintenance	1.52

Employees will be paid a premium of 5¢ per hour for work performed on regularly scheduled shifts commencing between the hours of 3.00 P.M.,and 3.00 A.M.. This premium will be added to the rates after calculating overtime.

District 50
United Mine Workers of America,
Local 13022

Emile Tetreault
President

Louis MacCormack
Special Representative

Canadian Industries Limited

T.O. Ingraham
Company Representative
Montreal Chemicals Department
Filling Stations and Warehouses.

Russell Smith
Secretary

SCHEDULE "C"

PROCEDURE FOR ARBITRATION PROCEEDINGS

(1) The party desiring to submit a matter to arbitration shall deliver to the other party a notice of intention to arbitrate. This notice shall state in what respect the agreement has been violated or misinterpreted by reference to the specific clauses relied upon.THe notice shall also stipulate the nature of the relief or remedy sought.

(2) Within ten days after the delivery of the foregoing notices, the party initiating arbitration shall notify the other party of the name of its representative on the arbitration board and the other party shall appoint its representative within ten days or receipt of this notification.

(3) In the event that either party shall fail to appoint a representative to the arbitration board within the delay provided,the other party may request the Minister of Labour of the Province of Quebec to appoint a representative on behalf of the defaulting party.

(4) When the representatives have been appointed they shall meet forthwith to choose a chairman,who with two representatives,shall constitute the arbitration board.

(5) Should the representatives fail within five days to agree on a chairman,the Minister of Labour of the Province of Quebec may be requested by the representatives or either of them to appoint a person who shall be chairman of the arbitration board.

(6) After the arbitration board has been formed by the foregoing procedure,it shall meet with all members present and hear the evidence of both parties and render a decision within seven days after the completion of taking evidence.

(7) The time limit specified herein shall be deemed to be exclusive of Saturdays,Sundays and those holidays described in Article VI (c) of this Agreement and may be extended by mutual consent of the parties or by arbitration board.

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I, GERARD de M. BOYER,
The undersigned Notary
for the Province of
Québec, practising in
the City of Montreal,

HAVING compared the attached document on this date,

DO HEREBY CERTIFY and attest unto all to whom these presents shall come or whom the same may in anywise concern, that the attached is a just, true and faithful copy of a document purporting to be a quintuplicate original of a Union Agreement dated 15th November, between CANADIAN INDUSTRIES LIMITED and THE UNITED MINE WORKERS OF AMERICA, District No. 50, Canadian Chemical Division, Local No. 13022.

ACTE WHEREOF being requested I have granted the same under my notarial form and seal of office to serve and avail as occasion shall or may arise.

IN TESTIMONY WHEREOF, I have set my hand and seal to these presents, executed at the City of Montreal, in brevet, this 14th day of January, One thousand nine hundred and fifty-four.

GERARD DE M. BOYER
Notary.

19/3721

MEMORANDUM OF AGREEMENT

By and Between

LOCAL - 13022

DISTRICT - 50

UNITED MINE WORKERS

OF AMERICA

MONTREAL, QUEBEC

and

CANADIAN INDUSTRIES LIMITED

(Montreal Paint & Varnish Works)

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EFFECTIVE DECEMBER 7th, 1953.

MEMORANDUM OF AGREEMENT

Entered into in quintuplicate this 23rd day of December, 1953.

BY AND BETWEEN:

CANADIAN INDUSTRIES LIMITED, hereinafter called the "COMPANY", a corporation having an office at Cote St.Luc, Qué., and herein acting with respect only to its hereinafter described Montreal Paint and Varnish Works.

AND

LOCAL 13022, DISTRICT 50, UNITED MINE WORKERS OF AMERICA, hereinafter called the "UNION" witnesseth that:

WHEREAS the Company is operating a paint and varnish plant located at 6930 Clanrald Avenue, Cote St. Luc, Que., know as its Montreal Paint and Varnish Works and hereinafter referred to as the "said Works"; and,

WHEREAS The Company and the Union wish to co-operate in obtaining xa harmonious relationship between the Company and its employees and in providing a method of settling in an amicable manner any differences or grievances which may arise from time to time at the said Works:

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto have agreed as follows:

ARTICLE I

SCOPE:

This agreement covers all employees of the Company as hereinafter defined, The expression "employees" used throughout this agreement shall be deemed to mean anyone employed at the said Works who is paid at an hourly rate except foreman, office staff and confidential employees.

ARTICLE II

RECOGNITION:

a) The Company recognizes the Union during the term of this agreement as the exclusive bargaining agent of the employees for the purpose of collective bargaining in respect of wages, hours, seniority, grievance procedure and such other working conditions as are included in this agreement.

b) The Union recognizes the right of the Company to manage the said Works and to direct the working forces, including the right to hire, promote, or transfer any employee and to demote, discipline, suspend or terminate the employment of any employee for any justifiable reason.

c) In the interest of the efficient operation of the said Works, the Union agrees that the Company may at any time change hours of work, determine or change work assignments or methods and select the materials to be handled, processed or manufactured.

d) The Union further recognizes the right of the Company to make and alter from time to time xules and regulations to be observed by the employees.

x efficient and unrestricted production at the said Works, in maintaining

ARTICLE III

CO-OPERATION.

a) The application of the Industrial Relations Plans and the rules governing them shall continue in respect of the employees in conformity with their general application throughout the Company.

b) The Union agrees that it will not cause, authorise or sanction, nor permit its members to cause or take part in, (and it is agreed that the Company may discharge any employee who causes or takes part in) any sit-down, stay-in or slow-down in any department or any strike or stopage of any of the Company's operations or any curtailment of work or restriction of or interference with production or any picketing of the Company's premises during the term of this agreement.

In the event of a breach of the provisions of this clause (b) this agreement shall , at the option of the Company, terminate immediately but such termination shall be without prejudice to any other rights of the Company. The Company agress to discuss such termination with an officer of District 50, United Nine Workers of America, before it becomes effective.

c) The Company agrees that it will not cause or sanction a lockout during the term of this agreement.

d) The Company agrees to provide the Union with a Notice Board upon which the Union may post notices. Any such notice shall have received the written approval of the Company prior to posting.

The Union agrees that it will not distribute or post any pamphlets, advertising or political matter, cards, notices or any other kind of literature, within the said Words except as herein provided.

e) Members of the Union not exceeding two (2) in number at any one time shall be granted reasonable leave of absence without pay for the transaction of business for the Union.

f) During the term of this agreement the Company will deduct monthly Union membership dues from the wages of each employee, who furnishes the Company with a signed authorization directing that such deductions be made. Such authorization shall be in the form shown in Schedule "A", (Voluntary Irrevocable Deduction of Dues), attached hereto.

The Company shall remit to District 50, United Mine Workers of America, 24 Isabella Street, Toronto, the total of all amounts so deducted not later then 7 days after the deduction has been made. The Company will at the same time forward a list of those employees who have, since the date of the last payment to the Union, supplied the Company with a written authorization, or who have cancelled their authorization, or whose employment has been terminated.

g) There shall be no discrimination, intimidation, interference, restraint, coercion or attempted coercion, by or on behalf ot the Company or by or on behalf of the Union, regarding any employee in the exercise of his right to bargain collectively through representatives of his own choosing.

No employee shall, however, conduct Union activities during working hours except as specifically permitted in this agreement.

ARTICLE III.

CO-OPERATION (Cont'd)

h) The Company agrees to notify the Union in writing of the reason for the discharge of any employee. Any dipcharge may be discussed as a grievance. In the event that an employee is discharged and after subsequent investigation is reinstated, he shall be reimbursed for the time lost by reason of such discharge on the basis of his normal number of daily hours of work less earnings received from other employers in respect of the period for which he is to be reimbursed.

ARTICLE IV.

REPRESENTATION.

A) The Company agrees to recognize four (4) departmental stewards one of whom shall be the chief steward. The Union shall notify the Company in writing of the names of the stewards. It is understood that a steward shall, after consultation with his supervisor, be permitted during his working hours and without lose of time of pay, to leave his regular duties for a reasonable length of time in order to investigate and settle grievances in his department.

b) The Company agrees to recognize a Union Bargaining Committee of not more than five (5) employees.

The Union Bargaining Committee shall have the right of meeting the appointed representative or representatives of the Company at least once every month. Those members who happen to be on duty shall be paid at their straight time rate for that part of their regularly scheduled working hours devoted to attendance at such meetings held on Company property, It is understood that a representative of District 50, United Mine Workers of America, may be in attendance at such meeting.

ARTICLE V

HOURS OF WORK

a) The normal number of daily hours of work for all employees except Stationary Engineman shall be eight (8) hours per day from Monday to Friday inclusive. It is understood that in the case of ball mill operation, Saturday may be substituted for Monday.

b) The normal number of daily hours of work for Stationary Engineman shall be eight (8) hours per day in accordance with schedules established from timexby the Company, which shall be so arranged as to average 42 hours per week over a 4 week period.

x to time

c) The normal number of daily hours of work are stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of any minimum nor as a restriction on any maximum number of hours to be worked.

d) The Company undertakes to communicate to, and discuss with, the Union any change proposed by the Company in the hours of work which the Company expects will apply for a period exceeding two (2) weeks, before such change becomes effective.

e) It is understood that an employee shall be at his work place and ready to assume his duties at the commencement of his working day.

f) The Company understakes to communicate to, and discuss with, the steward of the department any change proposed by the Company in work assignment or in the hours of work which will affect the majority of employees in such department, before any such change becomes effective.

ARTICLE V

HOURS OF WORK (Cont'd)

h) The Company shall schedule for all employees two (2) rest periods of ten (10) minutes each during their normal daily hours of work.

i) Each employee shall be granted a five (5) minute wash-up period before his luncheon period and a ten (10) minute wash-up period before the end of his working day, Ball Mill Operators, Lye Vat Operators and Paste Mixers shall be granted an additional five (5) minute wash-up period at the end of their working day.

ARTICLE VI

OVERTIME AND OTHER ALLOWANCES

a) An employee shall be paid at the rate of time and one-half for all hours worked in excess of the normal number of daily hours of work.

b) An employee shall be paid at the rate of double time for work required to be performed on his regularly assigned day of rest.

c) An employee shall, subject to the second paragraph of this clause, be paid an amount equivalent to eight (8) hours pay at his straight time hourly rate for the following holidays whether or not he works on such holidays:-

New Year's Day, Good Friday, Victoria Day, St.John Baptiste Day, Dominion Day, Labour Day, Thanksgiving Day and Christmas Day.

However, an employee shall not be entitled to be so paid for such holidays.

i) If he does not work on such holiday when he has been required or scheduled to do so , or,

ii) If he is absent without permission on his scheduled working day immediatement preceding or succeeding the holiday, or,

iii) If he is absent for any reason except on vacation on both the scheduled working days immediately preceding and succeeding the holiday, or,

iv) If the holiday occurs while he is on leave of absence, or,

v) If he has been employed by the Company for less than thirty (30) consecutive days.

d) An employee who works on any of the holidays listed in clause (c) shall -

i) If entitled to the payment provided in clause (c) be paid in addition thereto at his straight time rate for all hours so worked upxeight (8) hours, However, where the provisions of clause (f) would apply to the work if it was not a holiday the minimum payment and travelling allowance provided in clause (f) shall apply, Payment for hours worked in excess of eight (8) hours shall be at the rate of double time, or,

x to

ii) If not entitled to the payment provided in clause (c) be paid at the rate of time and one-half for all hours so sorked.

ARTICLE VI

OVERTIME AND OTHER ALLOWANCES (CONT'D)

e) If another day is substituted by statute or decree or by mutual agreement between the parties for the observance of any of the holidays listed in clause (c) the day of observance so substituted shall be deemed to be the holiday for the purpose of this Article VI.

f) If an employee is summoned by the Company to report to the said Works for the performance of any work at other than his regularly scheduled working hours he shall be paid for a minimum of two hours work at the rate of time and one-half even though he may have worked less than two hours, In addition such an employee shall be paid a travelling allowance equivalent to two hours work at straight time.

g) Whenever an employee's regularly scheduled working hours are changed by the Company, that is, both starting and finishing times changed, he shall be paid at the rate of time and one-half for work performed during his first working day following such change unless not loss than twenty-four (24) hours prior notice of such change has been given to him by the Company.

h) Notwithstanding the foregoing provisions of this Article VI an employee shall be paid at his straight-time rate for overtime sork performed, with the permission for his regularly scheduled working hours or in an exchange of working hours with another employee.

i) An employee shall not be entitled to be paid under more than one clause of this Article unless otherwise specifically provided and in any event the rate of payment including holiday or other allowances but excluding the minimum payment and travelling allowances provided in clause (f) shall not exceed twice the straight-time hourly rate.

ARTICLE VII

WAGES CLASSIFICATION.

a) The classification of the employees, and the classification of new occupations shall be done by the Company.

b) While an employee may at any time discuss his classification with his supervisor no request for a change in the classification of such employee need be entertained by the Company unless presented to the Company within thirty (30) days following the date of the classification or of the change in classification to which such employee objects.

c) The classification of all occupations and wage rates appears in Schedule "B" attached hereto, which is made part of this agreement and is signed for indentification by the parties hereto.

d) If any employee is required to work for more than a half day in any occupational classification having a higher rate of pay than the classification under which he is listed on the payroll, he shall be paid the higher rate. If any employee is required to work in any occupational classification having a lower rate of pay than the classification under which he is listed on the payroll, he must be reclassified at or before the beginning of the third week.

ARTICLE VIII

SENIORITY

a) An employee shall have seniority status after he has been in the employ of the Company for a probationary period of ninety (90) consecutive days.

b) In the dase of equally qualified employees, seniority shall govern on all occasions when a lay-off, transfer or promotion to a classification listed in Schedule "B" is necessary.

c) For the purpose of this agreement seniority shall accumulate throughout the total period during which an employee has been in the employ of the Company. Accumulated seniority shall be lost on termination of employment, However, accumulated seniority shall be restored upon re-employment if such termination is due to a lay-off provided the lapse of time between the date of termination for such reason and the date of re-employment does not exceed twelve months,

d) The Company agrees to post seniority lists showing the seniority status of each employee and to furnish a copy of such lists to the Union.

e) The Company agrees to alter the seniority lists whenever a change occurs and to correct any errors therein wherever proof of error is submitted by the Union or any employee. No change shall be made in the seniority status of an employee without consultation with the Union.

f) The Company agrees to continue a systeme whereby advertisements soliciting applications for vacancies in preferred jobs included in Schedule "B" are posted on notice boards in the said Works. Applications received in reply to such advertisements will be reviewed by a Committee of four (4), two (2) appointed by the Company and two (2) appointed by the Union, and this Committee will make recommendations to the Company for the appointments.

g) The Company agrees to inform the Union twenty-four (24) hours in advance of the announcement of selection to fill job vacancies.

ARTICLE IX

SAFETY AND HEALTH

a) The Company will continue to make reasonable provision for the safety and health of its employees during the hours of their employment. Such protective devices as the Company requires to be worn and other equipment which in the opinion of the Company is necessary to protect the employee from injury shall be provided by the Company.

b) Whenever the Company recommends to the employees for their better protection the use of additional safety equipment which it does not supply free of charge,it will make such equipment available to employees at cost.

ARTICLE X

GRIEVANCE PROCEDURE

a) Any dispute, grievance or misunderstanding (hereinafter called "grievance")involving occupational classification, wages,seniority, hours or other working conditions which any employee or group of employees may desire to discuss and adjust with the Company shall be handled as follows:

1) The employee shall take up his grievance directly with the assistant supervisor of his department or, in departments where there is no assistant supervisor, with the supervisor, except when the employee may feel that he cannot properly express or explain his difficulties to his assistant supervisor. or supervisor.

ARTICLE X

GRIEVANCE PROCEDURE (Cont'd)

2) If the grievance is not adjusted by the assistant supervisor or supervisor within forty-eight (48) hours after the grievance has been submitted, or if the employee feels that he cannot properly express or explain his difficulties to the assistant supervisor or supervisor, the employee may report the matter to the steward representing his department, who, together with the employee, shall take up the matter with the assistant supervisor or supervisor and shall at the same time present a written summary of the grievance to the assistant supervisor or supervisor.

3) If the assistant supervisor or supervisor does not settle the matter to the satisfaction of the employee within forty-eight (48) hours after the grievance has been submitted to him under the provisions of paragraph one (1) hereof, the employee and the steward shall take the matter up directly with the production superintendent.

4) If a satisfactory settlement is not obtained within forty-eight (48) hours after the matter has been discussed with the superintendent, the steward and the chief steward shall submit the grievance in writing to the Union Bargaining Committee, with a copy to the Company. The Union Bargaining Committee may then discuss it during working hours with the Company.

b) All decision arrived at by agreement between the representative or representatives of the Company and the Union Bargaining Committee with respect to grievances shall be made in writing and shall be final and binding upon the Company and the Union. In the event of failure to reach agreement through step 4 of clause (a), the Company shall confirm its decision in writing to the Union within two (2) weeks.

c) Nothing in this agreement shall be deemed to take away the right of an individual employee to present any of his personal grievances to the Company.

d) The time limits specified in this Article X shall be deemed to be exclusive of Saturdays and Sundays and those holidays described in Article VI (c) of this agreement.

ARTICLE XI

ARBITRATION.

a) Within a period of thirty (30) days following the date of the communication of the Company's written decision to the Union , any grievance or other matter in dispute between the Company and the Union, involving the interpretation or alleged violation of any Article of this agreement may, in the event of failure to reach agreement thereon, be referred by a either party to arbitration by an arbitration board in accordance with the procedure contained in Schedule "C" to this agreement.

b) The decision of the majority of the arbitration board on the matter at issue shall be final and binding on both parties but in no event shall the arbitration board have the power to add to, subtract from, alter or amend this agreement in any respect.

c) Each party shall pay its own costs and the fees and expenses of witnesses called by it and of its representative. The fees and expenses of the Chairman shall be shared equally between the parties.

ARTICLE XII

TERMINATION

A) This agreement shall become effective on the 7th day of December 1953 and shall remain in full force and effect until the 6th day of December 1954.

b) Either party may on ten (10) clear days' notice in writing, require the other party to enter into negotiations for the renewal of the agreement within the period of two (2) months prior to the expiry date and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to secure such a renewal.

c) The party giving the notice in accordance with clause (b) hereof shall at the same time as such notice is issued, and the party receiving the notice shall within ten (10) days of its receipt of such notice, respectively, present to the other party in writing any proposed modifications or revisions of this agreement.

ARTICLE XIII

NOTICES

Notices provided in Article XII and Schedule "C" shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to the President of the Union, and if to the Company, to the Works Manager of the said Works.

CANADIAN INDUSTRIES LIMITED,

E.W. VENN
Works Manager, Montreal
Paint & Varnish Works

RUSSELL SMITH
Secretary

Local 13022, District 50,
United Mine Workers of America

J. WALKER
President

G.H. BOISVERT
Special Representative

.....

SCHEDULE "A"

TO: Canadian Industries Limited,
Montreal Paint and Varnish Works,
6930 Claranald Avenue,
Montreal, Que.

VOLUNTARY IRREVOCABLE DEDUCTION OF DUES

I hereby direct and authorize you to deduct from the wages payable to me on the first pay day of each month the amount of _____ to cover the monthly membership dues payable by me to Local 13022, District 50, U.M.W.A., 24 Isabella Street, Toronto, Ontario, not later than 7 days thereafter, during the term and in accordance with the provisions of the present agreement and of any succeeding collective labour agreement between you and the said Union which provides for deduction and remittance of dues. This authorization will take effect seven (7) days after it is received by you and may not be revoked by me except during the period from the sixtieth to the thirtieth day prior to the anniversary of the effective date of this or any such succeeding collective labour agreement, such revocation to take effect seven (7) days after you have received written notice thereof from me.

Notwithstanding anything contained herein, termination of employment shall cancel this authorization.

....
Witness Signature

....
date

SCHEDULE "B"

WAGE RATES

Job No:	Men Title:	Rate:
M- 8	Plant Cleaner	1.38
42	Carton Stitcher	1.38
43	Plant Helper	1.38
5	Lye Vat Operator	1.44
15	Lab Tester	1.44
17	Machine Labeller	1.44
29	Filler	1.44
32	Maintenance Helper	1.44
37	Assembler Packer	1.44
13	R.M. Warehouse Trucker	1.50
21	Dockman	1.50
22	R.M. Warehouseman	1.50
25	Lab Technician	1.50
31	F.G. Distributor	1.50
33	Grinder - Ball Mills	1.50
39	Filling Machine Operator	1.50
44	Towotor Operator	1.50
48	Grinder	1.50
1	Paste Mixer	1.56
3	Reducer	1.56
46	Shader - (Small Batch)	1.56
49	Filling Working Leader	1.56
11	Shader	1.63
23	Stationary Engineman - Watchman	1.63
41	Maintenance Man (Semi-Skilled)	1.63
50	Mixing and Grinding Working Leader	1.63
51	Shading and Reducing Working Leader	1.71
18	Varnish Cooker	1.80
19	Maintenance Man	1.80
28	Varnish Leader and Reducer	1.80
52	Varnish Working Leader	1.89
	WOMEN	
24	Hand Labeller	1.30
48	Office Cleaner	1.30
10	Multigraph Operator	1.34
47	Q.C. Inspector and Lid Stamper	1.34

Employees will be paid a premium of 7¢ per hour for work performed on regularly scheduled multiple or fixed shifts commencing between the hours of 3:00 P.M. and 3:00 A.M. This premium which will be added to the rates after calculating overtime will always be shown seprately.

CANADIAN INDUSTRIES LIMITED,

E.W. VENN
Works Manager, Montreal
Paint & Varnish Works

RUSSELL SMITH
Secretary

Local 13022, District 50,
United Mine Workers of America

J. WALKER
President

G.H. BOISVERT
Special Representative

.....

SCHEDULE "C"

PROCEDURE FOR ARBITRATION PROCEEDING:

1. The party desiring to submit a matter to arbitration shall deliver to the other party a notice of intention to arbitrate. This notice shall state the matter at issue in concise terms and shall state precisely in what respect the agreement has been violated or misinterpreted by reference to the specific clause or clauses relied upon, the notice shall also stipulate the nature of the relief or remedy sought.

2. Within ten (10) days after the date of delivery of the foregoing notice, the party initiating arbitration shall notify the other party of the name of its representative on the arbitration board and the other party shall appoint its representative within ten (10) days of receipt of this notification.

3. In the event that either party shall fail to appoint a representative to the arbitration board within the delay provided, the other party may request the Minister of Labour of the Province of Quebec to appoint a representative on behalf of the defaulting party.

4. When the representatives have been appointed they shall meet forthwith to choose a chairman who, with the two representatives, shall constitute the arbitration board.

5. Should the representatives fail within five (5) days to agree on a chairman, the Minister of Labour of the Province of Quebec may be requested by the representatives or either of them to appoint a person who shall be chairman of the arbitration board.

6. After the arbitration board has been formed by the foregoing procedure, it shall meet with all members present and hear the evidence of both parties and render a decision within seven (7) days after the completion of taking evidence.

7. The time limits specified in this article X shall be deemed to be exclusive of Saturdays and sundays and those holidays described in article VI (c) of this agreement.

389

I, GERARD de M. BOYER, the undersigned Notary for the Province of Quebec, practising in the City of Montreal,

HAVING compared the attached document on this date,

DO HEREBY CERTIFY and attest unto all to whom these presents shall come or whom the same may in anywise concern, that the attached is a just, true and faithful copy of a document purporting to be a quintuplicate original of a Union Agreement dated 15th November, 1952, between CANADIAN INDUSTRIES LIMITED and THE UNITED MINE WORKERS OF AMERICA, District No. 50, Canadian Chemical Division, Local No. 13022.

ACTE WHEREOF being requested I have granted the same under my notarial form and seal of office to serve and avail as occasion shall nor may arise.

IN TESTIMONY WHEREOF, I have set my hand and seal to these presents, executed at the City of Montreal, in brevet, this Fifth day of December, One thousand nine hundred and fifty-two.

Gérard de M. Boyer

Notary

19/3285

MEMORANDUM OF AGREEMENT

By and Between

DISTRICT 50

UNITED MINE WORKERS

OF AMERICA

LOCAL 13022

MONTREAL, QUE

and

CANADIAN INDUSTRIES LIMITED
(Montreal Paint & Varnish Works)

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MEMORANDUM OF AGREEMENT

Entered into in quintuplicate this 15th day of November, 1952.

BY AND BETWEEN:

CANADIAN INDUSTRIES LIMITED, hereinafter called the "Company", a corporation having an office at Cote St. Luc, Que; and herein acting with respect only to its hereinafter described Montreal Paint & Varnish Works.

AND

THE UNITED MINE WORKERS OF AMERICA, DISTRICT NO. 50, LOCAL NO. 13022, hereinafter called the "Union" withesseth that:

WHEREAS the Company is operating a paint and varnish plant located at 6930, Clanranald Avenue, Cote St. Luc, Que. known as its Montreal Paint & Varnish Works and hereinafter referred to as the "said Works"; and

WHEREAS the Company and the Union wish to co-operate in obtaining efficient and unrestricted production at the said Works, in maintaining a harmonious relationship between the Company and its employees and in providing a method of settling in an amicable manner any differences or grievances which may airse from time to time at the said Works:

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto have agreed as follows:

Article I

SCOPE

This agreement covers all employees of the Company as hereinafter defined. The expression "employees" used throughout this agreement shall be deemed to mean anyone employed at the said Works who is paid at an hourly rate except foremen, office staff and confidential employees.

Article II

RECOGNITION

(a) The Company recognizes the Union during the term of this agreement as the exclusive bargaining agent of the employees for the purpose of collective bargaining in respect of wages, hours, seniority, grievance procedure and such other working conditions as are included in this agreement.

(b) The Union recognizes the right of the Company to manage the said Works and to direct the working forces, including the right to hire, promote, or transfer any employee and to demote, discipline, suspend or terminate the employment of any employee for any justifiable reason.

(c) In the interest of the efficient operation of the said Works, the Union agrees that the Company may at any time change hours of work, determine or change work assignments or methods and select the materials to be handled, processed or manufactured.

(d) The Union further recognizes the right of the Company to make and alter from time to time rules and regulations to be observed by the employees.

Article III

CO-OPERATION

(a) The application of the Industrial Relations Plans and the rules governing them shall continue in respcet of the employees in conformity with their general application throughout the Company.

(b) The Union agrees that it will not cause, authorize or sanction, nor permit its members to cause or take part in, (and it is agreed that the Company may discharge any employee who causes or takes part in) any sit-down, stay-in or slow-down in any department or any strike or stoppage of any of the Company's operations or any curtailment of work or restriction of or interference with production or any picketing of the Company's premises during the term of this agreement.

In the event of a breach of the provisions of this clause (b) this agreement shall, at the option of the Company, terminate immediately but such termination shall be without projudice to any other rights of the Company. The Company agrees to discuss such termination with an officer of District 50, United Mine Workers of America, before it becomes effective.

(c) The Company agrees that it will not cause or sanction a lockout during the term of this agreement.

(d) The Company agrees to provide the Union with a Notice Board upon which the Union may post notices. Any such notice shall have received the written approval of the Company prior to posting.

The Union agrees that it will not discharge or post any pamphlets, advertising or political matter, cards, notices or any other kind of literature, within the said Works except as herein provided.

(e) Members of the Union not exceeding two (2) in number at any one time shall be granted reasonable leave of absence without pay for the transaction of business for the Union.

(f) During the term of this agreement the Company will deduct monthly Union membership dues from the wages of each employee, who furnished the Company with a signed authorization directing that such deductions be made. Such authorization shall be in the form shown in Schedule "A", (Voluntary Irrevocable Deduction of Dues), attached hereto.

The Company shall remit to District 50, United Mine Workers of America, 24 Isabella Street, Toronto, the total of all amouhts so deducted not later than 7 days after the deduction has been made. The Company will at the same time forward a list of those employees who have, since the date of the last payment to the Union, supplied the Company with a written authorization or who have cancelled their authorization, or whose employment has been terminated.

(g) There shall be no dsicrimination, intimidation, interferehce, restraint, coercion or attempted coercion, by or on behalf of the Company or by or on behalf of the Union, regarding any employee in the exercise of his right to bargain collectively through representatives of his own choosing.

No employee shall, however, conduct Union activities during working hours except as specifically permitted in this agreement..

Article III

CO-OPERATION (Cont'd)

(h) The Company agrees to notify the Union in writing of the reason for the discharge of any employee. Any discharge may be discussed as a grievance. In the event that an employee is discharged and after subsequent investigation is reinstated, he shall be reimbursed for the time lost by reason of such discharge on the basis of his normal daily hours of work.

Article IV

REPRESENTATION

(a) The Company agrees to recognize four (4) departmental stewards one of whom shall be tha chief steward. The Union shall notify the Company in writing of the names of the stewards. It is understood that a steward shall, after consultation with his supervisor, be permitted during his working hours and without loss of time or pay, to leave his regular duties for a reasonable length of time in order to investigate and settle grievances in his department.

(b) The Company agrees to recognize a Union Bargaining Committee of not more than five (5) employees.

The Union Bargaining Committee shall have the right of meeting the appointed representative or representatives of the Company at least once every month. These members who happen to be on duty shall be paid straight time for that part of their regularly scheduled working hours devoted to attendance at such meetings. It is understood that a representative of District 50, United Mine Workers of America, may be in attendance at such meetings.

Article V

HOURS OF WORK

(a) The normal number of daily hours of work for all employees except stationary enginemen shall be eight (8) hours from Monday to Friday inclusive. It is understood that in the case of ball mill operation Saturday may be substituted for Monday.

(b) The normal number of daily hours of work for stationary enginemen shall be eight (8) in accordance with schedules established from time to time by the Company, which shall be so arranged as to average 42 hours per week over a 4 week period.

(c) The normal number of daily hours of work are stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of any minimum nor as a restriction on any maximum number of hours to be worked.

(d) The Company undertakes to communicate, to and discuss with, the Union any change porposed by the Company in the hours of work which the Company expects will apply for a period exceeding two (2) weeks, before such change becomes effective.

(f) The Company undertakes to communicate to, and discuss with, the steward of the department any change proposed by the Company in work assignment or in the hours of work which will affect the majority of employees in such department, before

(e) It is understood that an employee shall be at his work place and ready to assume his duties at the commencement of his working day.

Article V

HOURS OF WORK (Cont'd)

any such change becomes effective.

(h) The Company shall schedule for all employess two (2) rest periods of ten (10) minutes each during their normal daily hours of work.

(i) Each employee shall be granted a five (5) minute wash-up period before his luncheon period and a ten (10) minute wash-up period before the end of his working day. Ball mill operators, lye vat operators and paste mixers shall be granted and additional five (5) minute wash-up period at the end of their working day.

Article VI

OVERTIME AND OTHER ALLOWANCES

(a) An employee shall be paid at the rate of time and one-half for all hours worked in excess of the normal number of daily hours of work.

(b) An employee shall be paid at the rate of double time for work required to be performed on his regularly assigned day of rest.

(c) An employee shall, subject to the second paragraph of this clause, be paid an amount equivalent to eight (8) hours pay at his straight time hourly rate for the following holidays whether or not he works on such holidays:-

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

However, an employee shall not be entitled to be so paid for such holiday.

(i) If he does not work on such holiday when he has been required or scheduled to do so, or,

(ii) If he is absent without permission on a scheduled working day immediately preceding or succeeding the holiday, or,

(iii) If he is absent for any reason except on vacation on both the scheduled working days immediately preceding or succeeding the holiday, or,

(iv) If the holiday occurs while he is on leave of absence, or,

(v) If he has been employed by the Company for less than (30) consecutive days.

(d) An employee who works on any of the holidays listed in clause (c)- shall-

(i) If entitled to the payment provided in clause (c) be paid in addition thereto at his straight time rate for all hours so worked up to eight (8) hours. However, where the provisions of clause (f) would apply to the work if it was not a holiday the minimum payment and travelling allowance provided in clause (f) shall apply.Payment for hours worked in excess of eight (8) hours shall be at the rate of double time, or

(ii) If not entitled to the payment provided in clause (c)

Article VI

OVERTIME AND OTHER ALLOWANCES (Cont'd)

be paid at the rate of time and one-half for all hours so worked.

(e) If another day is substituted by statute or decree or by mutual agreement between the parties for the observance of any of the holidays listed in clause (c) the day of observance so substituted shall be deemed to be the holiday for the purpose of this Article VI.

(f) If an employee is summoned by the Company to report to the said Works for the performance of any work at other than his regularly scheduled working hours shall be paid for a minimum of two hours work at the rate of time and one-half even though he may have worked less than two hours. In addition such an employee shall be paid a travelling allowance equivalent to two hours work at straight time.

(g) Whenever an employee's regularly scheduled working hours are changed by the Company, that is, both starting and finishing times changed, he shall be paid at the rate of time and one-half for work performed during his first working day following such change unless not less than twenty-four (24) hours prior notice of such change has been given to him by the Company.

(h) Notwithstanding the foregoing provisions of this Article VI an employee shall be paid at the straight-time rate for overtime work performed, with the permission of the foreman, at the employee's own request in substitution for his regularly scheduled working hours or in an exchange of working hours with another employee.

(i) An employee shall not be entitled to be paid under more than one clause of this Article unless otherwise specifically provided an in any event the rate of payment including holiday or other allowances but excluding the minimum payment and travelling allowances provided in clause (f) shall not exceed twice the straight-time hourly rate.

Article VII

WAGES- CLASSIFICATION

(a) The classification of the employees, and the classification of new occupations shall be done by the Company.

(b) While an employee may at any time discuss his classification with his supervisor no request for a change in the classification of such employee need be entertained by the Company unless presented to the Company within thirty (30) days following the date of the classification or of the change in classification to which such employee objects.

(c) The classification of all occupations and wage rates appears in Schedule "B" attached hereto, which is made part of this agreement and is signed for identification by the parties hereto.

(d) If any employee is required to work for more than a half day in any occupational classification having a higher rate of pay than the classification under which he is listed on the payroll, he shall be paid the higher rate. If any employee is required to work in any occupational classification having a lower rate of pay than the classification under which he is listed on the payroll, he must be reclassified at or before the beginning of the third week.

Article VIII

SENIORITY

(a) An employee shall have seniority status after he has been in the employ of the Company for a probationary period of ninety (90) consecutive days.

(b) In the case of equally qualified employees, seniority shall govern on all occasions when a lay-off, transfer or promotion to a classification listed in Schedule "B" is necessary.

(c) For the purpose of this agreement seniority shall accumulate throughout the total period during which an employee has been in the employ of the Company. Accumulated seniority shall be lost on termination of employment. However, accumulated seniority shall be restored upon re-employment if such termination is due to a lay-off provided the lapse of time between the date of termination for such reason and the date of re-employment does not exceed twelve months.

(d) The Company agrees to post seniority lists showing the seniority status of each employee and to furnish a copy of such lists to the Union.

(e) The Company agrees to alter the seniority lists whenever a change occurs and to correct any errors therein whenever proof of error is submitted by the Union or any employee. No change shall be made in the seniority status of an employee without consultation with the Union.

(f) The Company agrees to continue a system whereby advertisements soliciting applications for vacancies in preferred jobs included in Schedule "B" are posted on notice boards in the said Works. Applications received in reply to such advertisements will be reviewed by a Committee of four (4), two (2) appointed by the Company and two (2) appointed by the Union, and this Committee will make recommendations to the Company for the appointments.

Article IX

SAFETY & HEALTH

(a) The Company will continue to make reasonable provision for the safety and health of its employees during the hours of their employment. Such protective devices as the Company requires to be worn and other equipment which in the opinion of the Company is necessary to protect the employee from injury shall be provided by the Company.

(b) Whenever the Company recommends to the employees for their better protection the use of additional safety equipment which it does not supply free of charge, it will make such equipment available to employees at cost.

Article X

GRIEVANCE PROCEDURE

(a) Any dispute, grievance or misunderstanding (hereinafter called "grievance") involving occupational classification, wages, seniority hours or other working conditions which any employees or group of employees may desire to discuss and adjust with the Company shall be handled as follows:-

(1) The employee shall take up his grievance directly with the assistant supervisor of his department or, in

Article X

GRIEVANCE PROCEDURE (Cont'd)

departments where there is no assistant supervisor, with the supervisor, except when the employee may feel that he cannot properly express or explain his difficulties to his assistant supervisor or supervisor.

(2) If the grievance is not adjusted by the assistant supervisor or supervisor within forty-eight (48) hours after the grievance has been submitted, or if the employee feels that he cannot properly express or explain his difficulties to the assistant supervisor or supervisor, the employee may report the matter to the steward representing his department, who, together with the employee, shall take up the matter with the assistant supervisor or supervisor and shall at the same time present a written summary of the grievance to the assistant supervisor or supervisor.

(3) If the assistant supervisor or supervisor does not settle the matter to the satisfaction of the employee within forty-eight (48) hours after the grievance has been submitted to him under the provisions of paragraph (1) hereof, the employee and the steward shall take the matter up directly with the production superintendent.

(4) If a satisfactory settlement is not obtained within forty-eight (48) hours after the matter has been discussed with the superintendent, the steward and the chief steward shall submit the grievance in writing to the Union Bargaining Committee, with a copy to the Company. The Union Bargaining Committee may then discuss it during working hours with the Company.

(b) All decisions arrived at by agreement between the representative or representatives of the Company and the Union Bargaining Committee with respect to grievances shall be made in writing and shall be final and binding upon the Company and the Union. In the event of failure to reach agreement through step 4 of clause (a), the Company shall confirm its decision in writing to the Union within two (2) weeks.

(c) Nothing in this agreement shall be deemed to take away the right of an individual employee to present any of his personal grievanves to the Company.

(d) The time limits specified in this Article X shall be deemed to be exclusive of Saturdays and Sundays and those holidays described in Article VI (c) of this agreement.

Article XI

ARBITRATION

(a) Within a period of thirty (30) days following the date of the communication of the Company's written decision to the Union, any grievance or other mattter in dispute between the Company and the Union, involving the interpretation or alleged violation of any Article of this agreement may, in the event of failure to reach agreement thereofn, be referrdd by either party to arbitration by an arbitration board in accordance with the procedure contained in Schedule "C" to this agreement.

(b) The decision of the majority of the arbitration board on the matter at issue shall be final and binding on both parties but in no event shall the arbitration board have the power to add to, subtract from, alter or amend this agreement in any respect.

(c) Each party shall pay its own costs and the fees and expenses of witnesses called by it and of its representative. The fees and expenses of the Chairman shall be shared equally between the parties.

Article XII

TERMINATION

(a) This agreement shall become effective on the 15th day of November 1952 and shall remain in full force and effect until the 14th day of November 1953.

(b) Either party may on ten (10) clear days' notice in writing, require the other party to enter into negotiations for the renewal of the agreement within the period of two (2) months prior to the expiry date and both parties shall tehreupon enter inso such negotiations in good faith and make every reasonable effort to secure such a renewal.

(c) The party giving the nptice in accordance with clause (b) hereof shall at the same time as such notice is issued, and the party receiving the notice shall within ten (10) days of its receipt of such notice, respectively, present to the other party in writing any proposed modifications or revisions of this agreement.

Article XIII

NOTICES

Notices provided in Article XII and Schedule "C" shall be in writing and shall be sufficient if sent by mail addressed, if to the Union, to the President of the Union, and if to the Company, to the Works Manager of the said Works.

CANADIAN INDUSTRIES LIMITED

E.W. Wadge
Works Manager-Montreal
Pain & Varnish Works

"Russell Smith"
Secretary

LOCAL 13022, DISTRICT 50, UNITED MINE WORKERS OF AMERICA

J. Walker
President

G. Boisvert
Special Representative

SCHEDULE "A"

TO: Canadian Industrial Limited
Montreal Paint Works
6930 Clanranald Ave.
Montreal, Que.

VOLUNTARY IRREVOCABLE DEDUCTION OF DUES

I hereby direct and authorize you to deduct from the wages payable to me on the first pay day of each month the amount of.....to cover the monthly membership dues payable by me to Local 13022, District, 50, United Mine Workers of America, and to remit the amount so deducted to District 50, U.M.W.A. 24 Isabella Street, Toronto, Ontario, not later than 7 days thereafter, during the term and in accordance with the provisions of the present agreement and of any succeeding collective labour agreement between you and the said Union which provided for deduction and remittance of dues. This authorization will take effect seven (7) days after it is receive by you and may not be revoked by me except during the period from the sixtieth to the thirtieth day prior to the anniversary of the effective date of this or any such succeeding collective labour agreement, such revocation to take effect seven (7) days after you have received written notice thereof from me.

Notwithstanding anything contained herein, termination of employment shall cancel this authorization.

.....
Witness

.....
Signature

.....
Date

SCHEDULE "B"

Job No.	Men	Title	Points	Rate
M-42	Carton Stitcher		42	1.34
8	Plant Cleaner		39	1.34
17	Machine Labeller		53	1.40
5	Lye Vat Operator		52	1.40
15	Lab Tester		52	1.40
14	Assembler		53	1.40
29	Filler		53	1.40
9	Packer		54	1.40
37	Assembler Packer		54	1.40
12	Enamel Filler		56	1.40
20	Drum Reconditioner		56	1.40
32	Maintenance Helper		60	1.40
36	Grinder- 5 & 3 Rolls- Nights		65	1.46
4	Grinder- 5 & 3 Rolls		68	1.46
31	F.G. Distributor		63	1.46
39	Filling Machine Operator		64	1.46
13	R.M. Warehouse Trucker		65	1.46
35	Grinder Uniroll		67	1.46
33	Grinder Ball Mills		67	1.46
25	Lab Technician		68	1.46
34	Grinder Buhrstones		69	1.46
22	R.M. Warehouseman		70	1.46
44	Tow Motor Operator		67	1.46
21	F.G. Loader & Receiver		71	1.52
3	Mill Base Reducer		72	1.52
1& 2	Paste Mixers		73	1.52
11	Shader & Viscosity Adjustor		81	1.59
23	Stationary Engineman- Days		83	1.59
41	Maintenance Man (Semi-Skilled)		84	1.59
19	Maintenanceman		93	1.76
28	Varnish Reducer & Loader		98	1.76
18 & 7	Varnish Cooker		100	1.76
	Working Leaders			1.63
	Women			
M-24	Filler & Labeller F.C.		46	1.26
6	Lid Stamper & Labeller		44	1.26
10	Multigraph Operator		49	1.30
26	Small Size Filler		52	1.30

Employees will be paid a premium of 5¢ per hour for work performed on regularly scheduled multiple or fixed shifts commencing between the hours of 3:00 P.M. and 3:00 AM. This premium which will be added to the rates after calculating overtime, will always be shown separately.

Canadian Industries Limited

E.W. Wadge
Works Manager- Montreal
Paint & Varnish Works

"Russel Smith"
Secretary

Local 13022, District 50,
United Mine Workers of
America

J. Walker
President

G. Boisvert
Special Representative

SCHEDULE "C"

PROCEDURE FOR ARBITRATION PROCEEDINGS

1. The party desiring to submit a matter to arbitration shall deliver to the other party a notice of intention to arbitrate. This notice shall state the matter at issue in concise terms and shall state precisely in what respect the agreement has been violated or misinterpreted by reference to the specific clause or clauses relied upon. The notice shall also stipulate the nature of the relief or remedy sought.

2. Within ten (10) days after the date of delivery of the foregoing notice, the party initiating arbitration shall notify the other party of the name of its representative on the arbitration board and the other party shall appoint its representative within ten (10) days of receipt of this notification.

3. In the event that either party shall fail to appoint a representative to the arbitration board within the delay provided, the other party may request the Minister of Labour of the Province of Quebec to appoint a representative on behalf of the defaulting party.

4. When the representatives have been appointed they shall meet forthwith to choose a chairman who, with the two representatives, shall constitute the arbitration board.

5. Should the representatives fail within five (5) days to agree on a chairman, the Minister of Labour of the Province of Quebec may be requested by the representatives or either of them to appoint a person who shall be chairman of the arbitration board.

6. After the arbitration board has been formed by the foregoing procedure, it shall meet with all members present and hear the evidence of both parties and render a decision within seven (7) days after the completion of taking evidence.

7. The time limits specified in this Article X shall be deemed to be exclusive of Saturdays and Sundays and those holidays described in Article VI (c) of this agreement.

389

I, GERARD DE M.BOYER, the undersigned Notary for the Province of Quebec, practising in the City of Montreal,

HAVING compared the attached document on this date.

DO HEREBY CERTIFY and attest unto all to whom these presents shall come or whom the same may in anywise concern, that the attached is a just, true and faithful copy of a document purporting to be a quintuplicate original of an agreement dated 7th June 1951, between Canadian Industries Limited and the United Mine Workers of America, District No. 50, Canadian Chemical Division, Local No. 13022, amending the Union Agreement dated 15th November 1950, between the said parties.

ACTE WHEREOF being requested I have granted the same under my notarial form and seal of office to serve and avail as occasion shall or may arise.

IN TESTIMONY WHEREOF, I have set my hand and seal to these presents, executed at the City of Montreal, in brevet, this fifth day of July, one thousand nine hundred and fifty-one.

Gérard de M.Boyer,
Notary

25424

Agreement entered into in quintuplicate this 7th day of June 1951.

BY AND BETWEEN:

CANADIAN INDUSTRIES LIMITED, A CORPORATION HAVING AN OFFICE AT COTE ST LUC. QUE. HEREINAFTER CALLED THE "COMPANY" AND HEREIN ACTING WITH RESPECT ONLY TO ITS HEREINAFTER DESCRIBED MONTREAL PAINT AND VARNISH WORKS.

AND

THE UNITED MINE WORKERS OF AMERICA. DISTRICT NO. 50, CANADIAN CHEMICAL DIVISION, LOCAL NO. 13022, HEREINAFTER CALLED THE "UNION" WITNESSETH THAT,

THE Company and the Union hereby agree that, with effect from the 6th day of June 1951 the agreement between them dated the 15th day of November 1950, shall be and is hereby amended by deleting therefrom Schedule "B" and substituting the following therefor.

SCHEDULE "B"
WAGE RATES

Job No.	Title	Points	Rate
	Men		
M-42	Carton Stitcher	42	1.08
8	Plant Cleaner	39	1.08
17	Machine Labeller	53	1.13
5	Lye Vat Operator	52	1.13
15	Lab Tester	52	1.13
14	Assembler	53	1.13
29	Filler	53	1.13
9	Packer	54	1.13
37	Assembler Packer	54	1.13
12	Enamel Filler	56	1.13
20	Drum Reconditioner	56	1.13
32	Maintenance Helper	60	1.13
4 & 36	Grinder- 5 & 3 Rolls	63 & 65	1.18
31	E. G. Distributor	63	1.18
39	Filling Machine Operator	64	1.18
13	R.M.Warehouse Trucker	65	1.18
35	Grinder Uniroll	67	1.18
33	Grinder Ball Mills	67	1.18
25	Lab Technician	68	1.18
34	Grinder Busrstones	69	1.18
22	R.M.Warehouseman	70	1.18
21	F.G.Loader & Receiver	71	1.23
3	Mill Base Reducer	72	1.23
1 & 2	Paste Mixers	73	1.23
11	Shader & Viscosity Adjustor	81	1.29
23	Stationary Engineman- Days	83	1.29
41	Maintenance Man (Semi-skilled)	84	1.29
19	Maintenanceman	93	1.43
28	Varnish Reducer & Loader	98	1.43
18 & 7	Varnish Cooker	100	1.43
	Working loaders		1.32

Job No.	Title	Points	Rate
	Women		
M.30	Labeller F.G.	30	.87
16	Filler & Labeller E.C.	45	1.02
6	Lid Stamper & Labeller	44	1.02
24	Labeller F.C.	45	1.02
10	Multigraph Operator	49	1.05
26	Small Size Filler	52	1.05

Employees will be paid a premium of 5¢ per hour for work performed on regularly scheduled multiple or fixed shifts commencing between the hours of 3.00 p.m. and 3.00 A.M. This premium which will be added to the rates after calculating overtime, will always be shown separately.

United Mine Workers of America
District 50, Canadian Chemical Division
Local 13022

R.Galarneau
Président

S.Boisvert
Special representative

Canadian Industries Limited

W.Wadge
Works Manager-Montreal
Paint & Varnish Works

B.M.Ogilvie
Ass't. Secretary

389

I, GERARD de M. BOYER, the undersigned Notary for the Province of Quebec, practising in the City of Montreal.

HAVING compared the attached document on this date,

DO HERBY CERTIFY and attest unto all to whom these presents shall come or whom the same may in anywise concern, that the attached is a just, true and faithful copy of a document purporting to be a quintuplicate original of a Union Agreement dated 15th November, 1950, between CANADIAN INDUSTRIES LIMITED and THE UNITED MINE WORKERS OF AMERICA, District No. 50, Canadian Chemical Division, Local No. 13022.

ACTE WEHREOF being requested I have granted the same under my notarial form and seal of office to serve and avail as occasion shall or may arise.

IN TESTIMONY WHEREOF, I have set my hand and seal to these presents, executed at the City of Montreal, in brevet. this Twenty-seventh day of November, One thousand nine hundred and fifty.

GERARD de M. BOYER

NOTARY.

19/2542

MEMORANDUM OF AGREEMENT

By and Between

CANADIAN CHEMICAL DIVISION.

DISTRICT 50.

UNITED MINE WORKERS.

OF AMERICA.

Local 13022 ,

MONTREAL, QUE.

and:

CANADIAN INDUSTRIES LIMITED
(MONTREAL PAINT & VARNISH WORKS) .

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	XII	TERMINATION	7
	XIII	NOTICES PROVIDED IN ARTS. XI & XII	8

.....

MEMORANDUM OF AGREEMENT.

Entered into in quintuplicate this 15th day of November 1950 .....

BY AND BETWEEN:

CANADIAN INDUSTRIES LIMITED, A CORPORATION HAVING AN OFFICE AT COTE ST. LUC, QUE., HEREINAFTER CALLED THE "COMPANY" AND HEREIN ACTING WITH RESPECT ONLY TO ITS HEREINAFTER DESCRIBED MONTREAL PAINT AND VARNISH WORKS.

A N D:

THE UNITED MINE WORKERS OF AMERICA, DISTRICT NO. 50, CANADIAN CHEMICAL DIVISION, LOCAL NO. 13022, HEREINAFTER CALLED THE "UNION" WITNESSETH THAT:

WHEREAS the Company is operating a paint and varnish Plant located at 6930 Clanranald, Cote St. Luc, Que., known as its Montreal Paint & Varnish Works and hereinafter referred to as the "said Works", and

WHEREAS the Company and the Union wish to co-operate in obtaining efficient and unrestricted production at the said Works, in maintaining a harmonious relationship between the Company and its employees and in providing a method of settling in an amicable manner any differences or grievances which may arise from time to time at the said Works:

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto have agreed as follows:

A R T I C L E 1.

S C O P E:

This agreement covers all employees of the Company as hereinafter defined. The expression "employee" used throughout this agreement shall be deemed to mean anyone employed at the said Works who is paid at an hourly rate except foremen, office staff and confidential employees.

A R T I C L E 11.

R E C O G N I T I O N:

a) The Company recognizes the Union during the term of this agreement as the exclusive bargaining agent of the employees for the purpose of collective bargaining in respect of wages, hours, seniority, grievance procedure and such other working conditions as are included in this agreement.

b) The Union recognizes the right of the Company to manage the said Works and to direct the working forces, including the right to hire, promote, or transfer any employee and to demote, discipline, suspend or terminate the employment of any employee for any justifiable reason.

c) In the interest of the efficient operation of the said Works, the Union agrees that the Company may at any time change hours of work, determine or change work assignments or methods and select the materials to be handled, processed or manufactured.

d) The Union further recognizes the right of the Company to make and alter from time to time rules and regulations to be observed by the employees.

ARTICLE 111.

CO-OPERATION:

a) The application of the Industrial Relations Plants and the rules governing them shall continue in respect of the employees in conformity with their general application throughout the Company.

b) The Union agrees that it will not cause, authorize or sanction, nor permit its members to cause or take part in, (and it is agreed that the Company may discharge any employee who causes or takes part in) any sit-down, stay-in or slow-down in any department or any strike or stoppage of any of the Company's operations or any curtailment of work or restriction of or interference with production or any picketing of the Company's premises during the term of this agreement.

In the event of a breach of the provisions of this clause (b) this agreement shall, at the option of the Company terminate immediately but such termination shall be without prejudice to any other rights of the Company. The Company agrees to discuss such termination with an officer of Canadian Chemical Division, District 50, United Mine Workers of America, before it becomes effective.

c) The Company agrees that it will not cause or sanction a lockout during the term of this agreement.

d) The Company agrees to provide the Union with a notice board upon which the Union may post notices. Any such notice shall have received the written approval of the Company prior to posting.

The Union agrees that it will not distribute or post any pamphlets, advertising or political matter, cards, notices or any other kind of literature, within the said Works except as herein provided.

e) Members of the Union not exceeding two (2) in number at any one time shall be granted reasonable leave of absence without pay for the transaction of business for the Union.

f) During the term of this agreement the Company will deduct monthly Union membership dues from the wages of each employee, who furnishes the Company with a signed authorization directing that such deductions be made Such authorization shall be in the form shown in Schedule "A" (Voluntary Irrevocable Deduction of Dues), attached hereto. Notwithstanding anything contained therein termination of employment shall cancel the authorization.

The Company shall remit to the Canadian Chemical Division, District 50, United Mine Workers of America, 137 Bond Street, Toronto, the total of all amounts so deducted not later than 7 days after the deduction has been made. The Company will at the same time forward a list of all employees from whose wages such deductions have been made and a list of those employees who have since the date of the last payment to the Union cancelled their authorizations to the Company.

g) There shall be no discrimination, intimidation, interference, restraint, coercion or attempted coercion, by or on behalf of the Company or by or on behalf of the Union, regarding any employee in the exercise of his right to bargain collectively through representatives of his own choosing.

No employee shall, however, conduct Union activities during working hours except as specifically permitted in this agreement.

h) The Company agrees to notify the Union in writing of the reason for the discharge of any employee. Any discharge may be discussed as a grievance . In the event that an employee is discharged and after subsequent investigation is reinstated, he shall be reimbursed for the time lost by reason of such discharge on the basis of his normal daily hours of work.

ARTICLE IV.

REPRESENTATION:

a) The Company agrees to recognize four (4) departmental stewards one of whom shall be the chief steward . The Union shall notify the Company in writing of the names of the stewards. It is understood that a steward shall, after consultation with his supervisor, be permitted during his working hours and without loss of time or pay, to leave his regular duties for a reasonable length of time in order to investigate and settle grievances in his department.

b) The Company agrees to recognize a Union Bargaining Committee of not more than five (5) employees.

The Union Bargaining Committee shall have the right of meeting the appointed representative or representatives of the Company at least once every month. Those members who happen to be on duty shall be paid straight time for that part of their regularly scheduled working hours devoted to attendance at such meetings. It is understood that a representative of Canadian Chemical Division, District 50, United Mine Workers may be in attendance at such meeting.

ARTICLE V.

HOURS OF WORK:

a) The normal daily hours of work for all employees except stationary enginemen and the plant cleaner shall be nine (9) hours from Monday to Thursday inclusive and eight (8) hours on Friday.

b) The normal daily hours of work for stationary enginemen shall be eight (8) hours on six days of each week.

c) The normal daily hours of work for the plant cleaner shall be eight (8) hours from Monday to Friday inclusive and four (4) hours on Saturday.

d) The normal daily hours of work are stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of any minimum nor as a restriction on any maximum number of hours to be worked.

e) The Company undertakes to communicate, to, and discuss with, the Union any change proposed by the Company in the hours of work which the Company expects will apply for a period exceeding two (2) weeks, before such change becomes effective.

f) It is understood that an employee shall be at his work place and ready to assume his duties at the commencement of his working day.

g) The Company undertakes to communicate to, and discuss with, the steward of the department any change proposed by the Company in work assignment or in the hours of work which will affect the majority of employees in such department, before any such change becomes effective.

h) The Company shall schedule for all employees two (2) rest periods of ten (10) minutes each during their normal daily hours of work.

i) Each employee shall be granted a five (5) minute wash-up period before his luncheon period and a ten (10) minute wash-up period before the end of his working day. Ball mill operators, lye vat operators and paste mixers shall be granted an additional 5 minute wash-up period at the end of their working day.

A R T I C L E VI.

OVERTIME AND OTHER ALLOWANCES:

a) An employee shall be paid at the rate of time and one-half for all hours worked in excess of the normal daily hours of work.

b) An employee shall be paid at the rate of double time for work required to be performed on his regularly assigned day of rest. It is understood that the day of rest except in the case of stationary enginemen shall be Sunday.

c) An employee shall, subject to the second paragraph of this clause, be paid an amount equivalent to his normal daily hours of work at his straight time hourly rate for the following holidays whether or not he works on such holidays:

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

However an employee shall not be entitled to be so paid:

(i) If he does not work on such holidays when he has been required or scheduled to do so.

(ii) If he is absent without good cause on the scheduled working day immediately preceding or succeeding such holiday.

(iii) If such holiday occurs while he is on leave of absence.

(iv) If he is classified as temporary and has been continuously employed by the Company for less than one month.

d) An employee who works on any of the holidays mentioned in clause (c) shall.

(i) If entitled to the payment provided in clause (c) be paid at his straight time rate in addition thereto for all normal hours so worked and at the rate of double time for all hours worked in excess of the normal daily hours of work, or

(ii) If not entitled to the payment provided in clause (c) be paid at the rate of time and one half for all hours so worked.

e) If another day is substituted by statute or decree or by mutual agreement between the parties for the observance of any of the holidays listed in clause (c) the day of observance so substituted shall be deemed to be the holiday for the purpose of this Article VI.

f) If an employee is summoned by the Company to report to the said Works for the performance of any work at other than his regularly scheduled working hours he shall be paid for a minimum of two hours work at the rate of time and one-half even though he may have worked less than two hours. In addition such an employee shall be paid a travelling allowance equivalent to two hours work at straight time.

g) Whenever an employee's regularly scheduled working hours are changed by the Company, that is, both starting and finishing times changed, he shall be paid at the rate of time and one-half for work performed during his first working day following such change unless not less than twenty-four (24) hours prior notice of such change has been given to him by the Company.

h) Notwithstanding the foregoing provisions of this Article VI an employee shall be paid at the straight-time rate for overtime work performed, with the permission of the foreman, at the employee's own request in substitution for his regularly scheduled working hours or in an exchange of working hours with another employee.

ARTICLE VI. (Cont'd)

OVERTIME AND OTHER ALLOWANCES:

(i) An employee shall not be entitled to be paid under two or more clauses of this Article in respect of the same work unless otherwise specifically provided.

ARTICLE VII.

WAGES - CLASSIFICATION:

a) The Classification of the employees, and the classification of new occupations shall be done by the Company.

b) While an employee may at any time discuss his classification with his supervisor no request for a change in the classification of such employee need be entertained by the Company unless presented to the Company within thirty (30) days following the date of the classification or of the change in classification to which such employee objects.

c) The classification of all occupations and wage rates appears in Schedule "B" attached hereto, which is made part of this agreement and is signed for identification by the parties hereto.

d) If any employee is required to work for more than a half day in any occupational classification having a higher rate of pay than the classification under which he is listed on the payroll, he shall be paid the higher rate. If any employee is required to work in any occupational classification having a lower rate of pay than the classification under which he is listed on the payroll, he must be reclassified at or before the beginning of the third week.

ARTICLE VIII.

SENIORITY:

a) An employee shall have seniority status after he has been continuously employed by the Company for three (3) months.

b) In the case of equally qualified employees, seniority shall govern on all occasions when a lay-off, transfer or promotion to a classification listed in Schedule "B" is necessary.

c) For the purpose of this agreement, seniority shall accumulate throughout the total period during which an employee has been on the payroll of the Company. Accumulated seniority shall be lost on termination of employment. However, accumulated seniority shall not be lost if such termination is due to a lay-off, provided that the lapse of time between the date of termination for such a reason and the date of re-employment does not exceed twelve (12) months.

d) The Company agrees to post seniority lists showing the seniority status of each employee and to furnish a copy of such lists to the Union.

e) The Company agrees to alter the seniority lists whenever a change occurs and to correct any errors therein whenever proof of error is submitted by the Union or any employee. No change shall be made in the seniority status of an employee without consultation with the Union.

ARTICLE VIII. (Cont'd)

SENIORITY:

f) The Company agrees to continue a system whereby advertisements soliciting applications for vacancies in preferred jobs included in Schedule "B" are posted on notice boards in the said Works. Applications received in reply to such advertisements will be reviewed by a Committee of four (4) , two (2) appointed by the Company and two (2) appointed by the Union, and this Committee will make recommendations to the Company for the appointments.

ARTICLE IX.

SAFETY & HEALTH:

a) The Company will continue to make reasonable provision for the safety and health of its employees during the hours of their employment. Such protective devices as the Company requires to be worn and other equipment which in the opinion of the Company is necessary to protect the employee from injury shall be provided by the Company.

b) Whenever the Company recommends to the employees for their better protection the use of additional safety equipment which it does not supply free of charge, it will make such equipment available to employees at cost.

ARTICLE X.

GRIEVANCE PROCEDURE:

a) Any dispute, grievance or misunderstanding (hereinafter called " grievance") involving occupational classification, wages, seniority, hours or other working conditions which any employees or group of employees may desire to discuss and adjust with the Company shall be handled as follows:

(1) The employee shall take up his grievances directly with the assistant supervisor of his department or, in departments where there is no assistant supervisor, with the supervisor, except when the employee may feel that he cannot properly express or explain his difficulties to his assistant supervisor or supervisor.

(2) If the grievance is not adjusted by the assistant supervisor or supervisor within forty-eight (48) hours after the grievance has been submitted, or if the employee feels that he cannot properly express or explain his difficulties to the assistant supervisor or supervisor. the employee may report the matter to the steward representing his department, who, together with the employee, shall take up the matter with the assistant supervisor or supervisor and shall at the same time present a written summary of the grievance to the assistant supervisor or supervisor.

(3) If the assistant supervisor or supervisor does not settle the matter to the satisfaction of the employee within forty-eight (48) hours after the grievance has been submitted to him under the provisions of paragraph (1) hereof, the employee and the steward shall take the matter up directly with the production superintendent.

(4) If a satisfactory settlement is not obtained within forty-eight (48) hours after the matter has been discussed with the superintendent, the steward and the chief steward shall submit the grievance in writing to the Union Bargaining Committee, with a copy to the Company . The Union Bargaining Committee may then discuss it during working hours with the Company.

ARTICLE X. (Cont'd)

GRIEVANCE PROCEDURE:

d) All decisions arrived at by agreement between the representative or representatives of the Company and the Union Bargaining Committee with respect to grievances shall be made in writing and shall be final and binding upon the Company and the Union.

c) Nothing in this agreement shall be deemed to take away the right of an individual employee to present any of his personal grievances to the Company.

d) The time limits specified in this Article X shall be deemed to be exclusive of Sundays and those holidays described in Article VI (c) of this agreement.

ARTICLE XI.

ARBITRATION:

a) Any grievance or other matter in dispute between the Company and the Union, involving the interpretation or alleged violation of any Article of this agreement may, in the event of failure to reach agreement thereon, be referred by either party to arbitration by an arbitration board in accordance with the procedure contained in Schedule "C" to this agreement.

b) The decision of the majority of the arbitration board on the matter at issue shall be final and binding on both parties but in no event shall the arbitration board have the power to add to, subtract from, alter or amend this agreement in any respect.

c) Each party shall pay its own coast and the fees and expenses of witnesses called by it and of its representative. The fees and expenses of the Chairman shall be shared equally between the parties.

ARTICLE XII.

TERMINATION:

a) This agreement shall become effective on the 15th day of November 1950 and shall remain in full force and effect until the 14th day of November 1951.

b) Either party may on ten (10) clear days' notice in writing, require the other party to enter into negotiations for the renewal of the agreement within the period of two (2) months prior to the expiry date and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to secure such renewal.

c) The party giving the notice in accordance with clause (b) hereof shall at the same time as such notice is issued, and the party receiving the notice shall within ten (10) days of its receipt of such notice, respectively, present to the other party in writing any proposed modifications or revisions of this agreement,

ARTICLE XIII.

NOTICES:

Notices provided in Articles XI and XII shall be in writing and shall be sufficient if sent by mail addressed, if to the Union , to the President of the Union , and if to the Company, to the Works Manager of the said Works.

United Mine Workers of America,
District 50,
Canadian Chemical Division,
Local 13022.

Canadian Industries Limited

R. GALARNEAU
President.

E.W. WADGE
Works Manager - Montreal.
Paint & Varnish Works.

G. BOISVERT
Special Representative.

RUSSELL SMITH
Secretary.

S C H E D U L E " A ".

TO: Canadian Industries Limited
Montreal Paint Works
6930 Clanranald Ave.
Montreal, Que.

VOLUNTARY IRREVOCABLE DEDUCTION OF DUES:

I hereby direct and authorize you to deduct from the wages payable to me on the first pay day of each month the amount of .... to cover the monthly membership dues payable by me to Local 13022, Canadian Chemical Division, District 50, United Mine Workers of America, and to remit the amount so deducted to District 50, Canadian Chemical Division, U.M.W.A., 137 Bond Street, Toronto, Ontario, not later than 7 days thereafter, during the term and in accordance with the provisions of the present agreement and of any succeeding collective labour agreement between you and the said Union which provides for deduction and remittance of dues. This authorization will take effect seven (7) days after it is received by you and may not be revoked by me except during the period from the sixtieth to the thirtieth day prior to the anniversary of the effective date of this or any such succeeding collective labour agreement, such revocation to take effect seven (7) days after you have received written notice thereof from me.

Notwithstanding anything contained herein, termination of employment shall cancel this authorization.

....
Witness. Signature.

.....
Date.

.....

S C H E D U L E "B"

JOB NO.	TITLE.	POINTS	RATE:
	Men:		
M- 42	Carton Stitcher	42	1.03
8	Plant Cleaner	39	1.03
17	Machine Labeller	53	1.08
5	Lye Vat Operator	52	1.08
15	Lab Tester	52	1.08
14	Assembler	53	1.08
29	Filler	53	1.08
9	Packer	54	1.08
37	Assembler Packer	54	1.08
12	Enamel Filler	56	1.08
20	Drum Reconditioner	56	1.08
32	Maintenance Helper	60	1.08
4& 36	Grinder - 5&3 Rolls	63&65	1.12
31	F.G. Distributor	63	1.12
39	Filling Machine Operator	64	1.12
13	R.M. Warehouse Trucker	65	1.12
35	Grinder Uniroll	67	1.12
33	Grinder Ball Mills	67	1.12
25	Lab Technician	68	1.12
34	Grinder Buhrstones	69	1.12
22	R.M. Warehouseman	70	1.12
21	F.G. Loader & Receiver	71	1.17
3	Mill Base Reducer	72	1.17
1& 2	Paste Mixers	73	1.17
11	Shader & Viscosity Adjustor	81	1.23
23	Stationary Engineman - Days	83	1.23
41	Maintenance Man (Semi-Skilled)	84	1.23
19	Maintenanceman	93	1.36
28	Varnish Reducer & Loader	98	1.36
18& 7	Varnish Cooker	100	1.36
	Working Leaders		1.26
	Women:		
M- 30	Labeller F.G.	30	.83
16	Filler & Labeller E.C.	45	.97
6	Lid Stamper & Labeller	44	.97
24	Labeller F.C.	45	.97
10	Multigraph Operator	49	1.00
26	Small Size Filler	52	1.00

Employees will be paid a premium of 5¢ per hour for work performed on regularly scheduled multiple or fixed shifts commencing between the hours of 3:00 P M. and 3:00 A M. This premium which will be added to the rates after calculating overtime, will always be shown separately.

United Mine Workers of America
District 50, Canadian Chemical Division,
Local 13022.

R. GALARNEAU
President.

G. BOISVERT
Special Representative.

Canadian Industries Limited

E.W. WADGE
Works Manager - Montreal
Paint & Varnish Works.

RUSSELL SMITH
Secretary.

S C H E D U L E " C "

PROCEDURE FOR ARBITRATION PROCEEDINGS:

I. The party desiring to submit a matter to arbitration shall deliver to the other party a notice of intention to arbitrate. This notion shall state the matter at issue in concise terms and shall state precisely in what respect the agreement has been violated or misinterpreted by reference to the specific clause or clauses relied upon. The notice shall also stipulate the nature of the relief or remedy sought.

2. Within ten (10) days after the date of delivery of the foregoing notice, the party initiating arbitration shall notify the other party of the name of its representative on the arbitration board and the other party shall appoint its representative within ten (10) days of receipt of this notification.

3. In the event that either party shall fail to appoint a representative to the arbitration board within the delay provided, the other party may request the Minister of Labour of the Province of Quebec to appoint a representative on behalf of the defaulting party.

4. When the representatives have been appointed they shall meet forthwith to choose a chairman who, with the two representatives, shall constitute the arbitration board.

5. Should the representatives fail within five (5) days to agree on a chairman, the Minister of Labour of the Province of Quebec may be requested by the representatives or either of them to appoint a person who shall be chairman of the arbitration board.

6. After the arbitration board has been formed by the foregoing procedure, it shall meet with all members present and hear the evidence of both parties and render a decision within seven (7) days after the completion of taking evidence.

7. The time limits specified herein shall be deemed to be exclusive of Sundays and those holidays described in Article VI (c) of this agreement and may be extended by mutual c consent in writing of the parties or by the arbitration board.

.....

389

I, GERARD DE M. BOYER, the undersigned Notary for the Province of Quebec, practising in the City of Montreal,

HAVING compared the attached document on this date,

DO HEREBY CERTIFY and attest unto all to whom these presents shall come or whom the same may in anywise concern, that the attached is a just, true and faithful copy of a document purporting to be a quintuplicate original of a Union Agreement dated 15th November, 1949 between CANADIAN INDUSTRIES LIMITED and THE UNITED MINE WORKERS OF AMERICA, District No. 50, Canadian Chemical Division, Local No. 13022.-

ACTE WHEREOF being requested I have granted the same under my notarial form and seal of office to serve and avail as occasion shall or may arise.

IN TESTIMONY WHEREOF, I have set my hand and seal to these presents, executed atthe City of Montreal, in brevet this Nineteenth day of January, One thousand nine hundred and fifty.

Gérard de M. Boyer.

Notary.-

19/2290

MEMORANDUM OF AGREEMENT

By and Between

CANADIAN CHEMICAL DIVISION

DISTRICT 50

UNITED MINE WORKERS

OF AMERICA

LOCAL 13022

MONTREAL, QUE

and

CANADIAN INDUSTRIES LIMITED

(Montreal Paint & Varnish Works.)

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MEMORANDUM OF AGREEMENT.

Entered into in quintiplicate this 15th day of November 1949

BY AND BETWEEN:

CANADIAN INDUSTRIES LIMITED, A CORPORATION HAVING AN OFFICE AT COTE ST LUC QUE.? AND HEREIN ACTING WITH RESPECT ONLY TO ITS HEREINAFTER DESCRIBED MONTREAL PAINT AND VARNISH WORKS, HEREINAFTER CALLED THE "COMPANY".-

AND

THE UNITED MINE WORKERS OF AMERICA, DISTRICT NO. 50 CANADIAN CHEMICAL DIVISION, LOCAL No. 13022, HEREINAFTER CALLED THE "Union"

WITNESSETH THAT:

WHEREAS the Company is operating a paint and varnish plant located at 6930 Clanranald, Cote St. Luc. Que., Known as its Montreal Paint & Varnish Works and hereinafter referred to as the " said Works." and

WHEREAS the Company and the Union wish to co-operate in obtaining efficient and unrestricted production at the said Works, in maintaining a harmonious relationship between the Company and its employees and in providing a method of settling in an amicable manner any differences or grievances which may arise from time to time at the said Works.

NOW THEREFORE, in consideration of the mutual convenants and agreements hereinafter contained, the parties hereto have agreed as follows.

ARTICLE 1.

SCOPE

This agreement covers all employees of the Company as hereinafter defined. The expression " employee " used throughout this agreement shall be deemed to mean anyone employed at the said Works who is paid at an hourly rate except foremen, office staff and confidential employees.-

ARTICLE 11.

RECOGNITION.

(a) The Company recognizes the Union during the term of this agreement as the exclusive bargaining agent of the employees for the purpose of collective bargaining in respect of wages hours seniority, grievance procedure and such other working conditions as are included in this agreement.

(b) The Union recognizes the right of the Company to manage the said Works and to direct the working forces, including the right to hire, promote, or transfer any employee and to demote, discipline, suspend or terminate the employment of any employee for any justifiable reason.

(c) In the interestof the efficient operation of the said Works, the Union agrees that the Company may at any time change hours of work. determine or change work assignements or methods and select the materials to be handled, processed or manufactured.

(d) The Union further recognizes the right of the Company to make and alter from time to time rules and regulations to be observed by the employees.-

Article LLL.

CO-OPERATION.

(a) The application of the Industrial Relations Plans and the rules governing them shall continue in respect of the employees in conformity with their general application throughout the Company.

(b) The Union agrees that it will not cause, authorize or sanction, nor permit its members to cause or take part in, (and it is agreed that the Company may discharge any employee who causes or takes part in) any sit-down, stay-in or slow-down in any department or any strike or stoppage of any of the Company's operations or any curtailment of work or restriction of or interference with production or any picketing of the Company's premises during the term of this agreement.-

In the event of a breach of the provisions of this clause (b) this agreement shall, at the option of the Company terminate immediately but such termination shall be without prejudice to any other rights of the Company. The Company agrees to discuss such termination with an officer of Canadian Chemical Division , District 50, United Mine Workers of America, before it becomes effective.

(c) The Company agrees that it will not cause or sanction a lockout during the term of this agreement.

(d) The Company agrees to provide the Union with a notice board upon which the Union may post notices. Any such notice shall have received the written approval of the Company prior to posting.

The Union agrees that it will not distribute or post any pamphlets, advertising or political matter, cards, notices or any other kind of literature, within the said Works except as herein provided.

(e) Members of the Union not exceeding two (2) in number at any one time shall be granted reasonable leave of absence without pay for the transaction of business for the Union.-

(f) During the term of this agreement the Company will deduct monthly Union membership dues from the wages of each employee who furnishes the Company with a signed authorization directing that such deductions be made. Such authorization shall be in the form shown in Schedule "A" (Voluntary Revocable Deduction of Dues) attached hereto, or at the option of the employee in the form shown in Schedule "B" (Voluntary Irrevocable Deduction of Dues.) Notwithstanding anything contained therein termination of employment shall cancel the authorization.-

The Company shall remit to the Canadian Chemical Division District 50, United Mine Workers of America, 137 Bond Street Toronto, the total of all amounts so deducted not later than 7 days after the deduction has been made. The Company will at the same time forward a list of all employees from whose wages such deductions have been made and a list of those employees who have since the date of the last payment to the Union cancelled their authorizations to the Company.-

(g) There shall be no discrimination intimidation, interference restraint coercion or attempted coercion, by or on behalf of the Company or by or on behalf of the Union, regarding any employee in the exercise of his right to bargain collectively through representatives of his own choosing.

No employee shall, however, conduct Union activities during working hours except as specifically permitted in this agreement.-

Article 111

CO-OPERATION (Cont'd)

(h) The Company agrees to notify the Union in writing of the reason for the discharge of any employee. Any discharge may be discussed as a grievance. In the event that an employee is discharged and after subsequent investigation is reinstated he shall be reimbursed for the time lost by reason of such discharge on the basis of his normal daily hours of work.

Article 1V

REPRESENTATION.

(a) The Company agrees to recognize four (4) departmental stewards one of whom shall be the chief steward. The Union shall notify the Company in writing of the names of the stewards. It is understood that a steward shall, after consultation with his supervisor, be permitted during his working hours and without loss of time or pay, to leave his regular duties for a reasonable length of time in order to investigate and settle grievances in his department.-

(b) The Company agrees to recognize a Union Bargaining Committee of not more than five (5) employees.-

The Union Bargaining Committee shall have the right of meeting the appointed representative or representatives of the Company at least once every month. Those members who happen to be on duty shall be paid straight time for that part of their regularly scheduled working hours devoted to attendance at such meetings. It is understood that a representative of Canadian Chemical Division District 50, United Mine Workers may be in attendance at such meetings.-

Article V.

HOURS OF WORK.

(a) The normal daily hours of work for all employees except stationary enginemen shall be nine (9) hours from Monday to Thursday inclusive and eight (8) hours on Friday.-

(b) The normal daily hours of work for stationary enginemen shall be eight (8) hours on six days of each week.

(c) The normal daily hours of work are stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of any minimum nor as a restriction on any maximum number of hours to be worked.

(d) The Company undertakes to communicate to, and discuss with, the Union any change proposed by the Company in the hours of work which the Company expects will apply for a period exceeding two (2) weeks before such change becomes effectives.

(e) It is understood that an employee shall be at his work place and ready to assume his duties at the commencement of his working day.

(f) The Company undertakes to communicate to, and discuss with, the steward of the department any change proposed by the Company in work assignment or in the hours of work which will effect the majority of employees in such department, before any such change becomes effective.-

Article V.

HOURS OF WORK (Cont'd)

(g) The Company shall schedule for all employees two (2) rest periods of ten (10) minutes each during their normal daily hours of work.

(h) Each employee shall be granted a five (5) minute wash-up period before his luncheon period and a ten (10) minute wash-up period before the end of his working day. Ball mill operators, lye vat operators and paste mixers shall be granted an additional 5 minute wash-up period at the end of their working day.-

Article Vl.

OVERTIME AND OTHER ALLOWANCES.

(a) An employee shall be paid at the rate of time and one-half for all hours worked in excess of the normal daily hours of work.

(b) An employee shall be paid at the rate of double time for work required to be performed on his regularly assigned day of rest It is understood that the day of rest except in the case of stationary enginemen shall be Sunday.

(c) An employee shall subject to the second paragraph of this clause, be paid at his straight time rate on the basis of this regularly scheduled normal daily hours of work for the day on which New Year's Good Friday, Victoria Day, St. Jean Baptiste Day Dominion Day, Labour Day, Thanksgiving Day or Christmas Day occurs whether or not he works on such holidays.-

However an employee shall not be entitled to be so paid:

(i) If he does not work on such holidays when he has been required or scheduled to do so.

(ii) If he is absent without good cause on the scheduled working day immediately preceding or succeeding such holiday.-

(iii) If such holiday occurs while heis on vacation or on leave of absence.

(iv) If he is classified as temporary and has been continuously employed by the Company for less than one month.

(d) An employee who works on any of the holidays mentioned in clause (c) shall.-

(i) If entitled to the payment provided in clause (c) be paid at his straight time rate in addition thereto for all normal hours so worked and at the rate of double time for all hours worked in excess of the normal daily hours of work, or.

(ii) If not entitled to the payment provided in clause (c) be paid at the rate of time and one half for all hours so worked.

(e) If another day is substituted by statute or decree or by mutual agreement between the parties for the observance of any of the holidays listed in clause (c) the day of observance so substituted shall be deemed to be the holiday for the purpose of this Article Vl.-

Article Vl.

OVERTIME AND OTHER ALLOWANCES (Cont'd)

(f) If an employee issummohed by the Company to report to the said Works for the performance of any work at other than his regularly scheduled working hours he shall be paid for a minimum of two hours work at the rate of time and one-half even though he may have worked less than two hours. In addition such an employee shall be paid a travelling allowance equivalent to two hours work at straight time.

(g) Whenever an employee's regularly scheduled working hours are changed by the Company, that is, both starting and finishing times changed, he shall be paid at the rate of time and one-half for work performed during his first working day following such change unless not less than twenty-four (24) hours prior notice of such change has been given to him by the Company.-

(h) Notwithstanding the foregoing provisions of this Article Vl. an employee shall not be paid at the rate of time and one-half for overtime worked if such overtime work, with the permission of the foreman, is performed by the employee at his own request or by special arrangement with another or other employees who may wish to change or exchange working hours.

(i) An employee shall not be entitled to be paid under two or more clauses of this Article in respect of the same work unless otherwise specifically provided.-

Article Vll.

WAGES CLASSIFICATION.

(a) The classification of the employees, and the classification of new occupations shall be done by the Company.

(b) While an employee may at any time discuss his classification with his supervisor no request for a change in the classification of such employee need be entertained by the Company unless presented to the Company within thirty (30) days following the date of the classification or of the change in classification to which such employee objects.

(c) The classification of all occupations and wage rates appear in Schedule "D" attached hereto, which is made part of this agreement and is signed for identification by the parties hereto.-

(d) If any employee is required to work for more than a half day in any occupational classification having a higher rate ofpay than the classification under which he is listed on the payroll he shall be paid the higher rate. If any employee is required to work in any occupational classification having a lower rate of pay than the classification under which he is listed on the payroll, he must be reclassified at or before the beginning of the third week.

Article Vlll.

SENIORITY.

(a) An employee shall have seniority status after he has been continuously employed by the Company for one (1) month.

(b) In the case of equally qualified employees, seniority shall govern on all occasions when a lay-off transfer or promotion to a classification listed in Schedule "D" is necessary.

(c) For the purpose of this agreement, seniority shall accumulate throughout the total period during which an employee has been on the payroll of the Company. Accumulated seniority shall be lost on termination of employment. However, accumulated seniority shall not be lost if such termination is due to a lay-off, provided that the lapse of time between the date of termination for such a reason and the date of re-employment does not exceed twelve (12) months.-

(d) The Company agrees to post seniority lists showing the seniority status of each employee and to furnish a copy of such lists to the Union.

(e) The Company agrees to alter the seniority lists whenever a change occurs and to correct any errors therein whenever proof of error is submitted by the Union or any employee. No change shall be made in the seniority status of an employee without consultation with the Union.-

(f) The Company agrees to continue a system whereby advertisements soliciting applications for vacancies in preferred jobs included in Schedule "D" are posted on notice boards in the said Works. Applications received in reply to such advertisements will be reviewed by a Committee of four (4) two (2) appointed by the Company and two (2) appointed by the Union, and this Committee will make recommendations to the Company for the appointments.-

Article lX.

SAFETY & HEALTH.

(a) The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. Such protective devices as the Company requires to be worn and other equipment which in the opinion of the Company is necessary to protect the employee from injury shall be provided by the Company.-

(b) Whenever the Company recommends to the employees for their better protection the use of additional safety equipment which it does not supply free of charge, it will make such equipment available to employees at cost.

Article X.

Grievance Procedure.

(a) Any dispute, grievance or misunderstanding (hereinafter called "grievance ") involving occupational classification, wages seniority, hours or other working conditions which any employees or group of employees may desire to discuss and adjust with the Company shall be handled as fol ows:-

(1) The Employee shall take up his grievance directly with the assistant supervisor of this department , or in departments where there is no assistant supervisor, with the supervisor, except when the employee may feel that he cannot properly express or explain his difficulties to his assistant supervisor or supervisor.

(2) If the grievance is not adjusted by the assistant supervisor or supervisor within forty-eight (48) hours after the grievance has been submitted, or if the employee feels that he cannot properly express or explain his difficulties to the assistant supervisor or supervisor, the employee may report the matter to the steward representing his department, who, together with the employee shall take up the matter with the assistant supervisor or supervisor and shall at the same time present a written summary of the grievance to the assistant supervisor or supervisor.

(3) If the assistant supervisoror supervisor does not settle the matter to the satisfaction of the employee within forty-eight (48) hours after the grievance has been submitted to him under the provisions of paragrap (1) hereof, the employee and the steward shall take the matter up directly with the production superintendent

(4) If a satisfactory settlement is not obtained within forty-eight (48) hours after the matter has been discussed with the superintendent, the steward and the chief steward shall submit the grievance in writing to the Union Bargaining Committee, with a copy to the Company. The Union Bargaining Committee may then discuss it during working hours with the Company.

(b) Alldecisions arrived at by agreement between the representative or representatives of the Company and the Union Bargaining Committee with respect to grievances shall be made in writing and shall be final and binding upon the Company and the Uninn.

(c) Nothing in this agreement shall be deemed to take away the right of an individual employee to present any of his personal grievance to the Company.-

(d) The time limits specified in this Article X shall be deemed to be exclusive of Sundays and those holidays described in Article Vl. (c) of this agreement.-

Article Xl.
ARBITRATION.

(a) Any grievance or other matter in dispute between the Company and the Union, involving the interpretation or alleged violation of any Article of this agreement may, in the event of failure to reach agreement thereon, be referred by either party to arbitration by an arbitration board in accordance with the procedure contained in Schedule "E" to this agreement.-

(b) The decision of the majority of the arbitration board on the matter at issue shall be final and binding on both parties but in no event shall the arbitration boafd have the power to add to subtract from, alter or amend this agreement in any respect-

(c) Each party shall pay its own costs and the fees and expenses of witnesses called by it and of its representative. The fees and expenses of the Chairman shallbe shared equally between the parties.-

Article Xll.

TERMINATION.

(a) This agreement shall become effective on the 15th day of November 1949 and shall remain in full force and effect until the 14th day of November 1950.

(b) Either party may on ten (10) clear days' notice in writing require the other party to enter into negotiations for the renewal of the agreement within the period of two (2) months prior to the expiry date and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to secure such renewal.

(c) The party giving the notice in accordance with clause (b) hereof shall at the same time as such notice is issued, and the party receiving the notice shall within ten (10) days of its receipt of such notice, respectively, present to the other party in writing any proposed modifications or revisions of this agreement.-

Article Xlll.

Notices provided in Article Xl. and Xll shall be in writing and shall be sufficient if sent by mail addressed if to the Union, to the President of the Union, and if to the Company, to Works Manager of the said Works.

United Mine Workers of America.
District 50
Canadian Chemical Division
Local 13022

R. Galarneau
President.

G. Boisvert.
Special Representative

Canadian Industries Limited.-

E.W. Wadge.
Works Manager - Montreal
Paint & Varnish Works.

Russell Smith.
Secretary.-

SCHEDULE "A"

TO: Canadian Industries Limited
Montreal Paint Works,
6930 Clanranald Avenue.
Montreal, Que.-

VOLUNTARY REVOCABLE DEDUCTION OF DUES.

I hereby direct and authorize you to deduct from the wages payable to me on the first regular pay day in each calendar month hereafter during the term of this agreement and any succeeding collective labour agreement between you and Local 13022, Canadian[X] provides for deduction and remittance of Union dues, the amount of ....to cover the monthly membership dues payable by me to the said Union, and to remit the amount so deducted to the Canadian Chemical Division, District 50, United Mine Workers of America, 137 Bond Street Toronto not later than 7 days thereafter. This authorization will take effect seven (7) days after it is received by you and will reamin in effect until seven (7) days after you receive written notice from me of its cancellation.-

Date signature.

Witness address.

X Chemical Division, District 50, United Mine Workers of America, which

SCHEDULE "B"

TO: Canadian Industries Limited,
Montreal Paint Works.
6930 Clanranald Ave.,
Montreal, Que.

VOLUNTARY IRREVOCABLE DEDUCTION OF DUES.

I hereby direct and authorize you to deduct from the wages payable to me on the first pay day of each month the amount of .....to cover the monthly membership dues payable by me to Local 13022, Canadian Chemical Division District 50, United Mine Workers of America, and to remit the amount so deducted to District 50, Canadian Chemical Division. U.M. W.A. 137 Bond Street, Toronto, Ontario, not later than 7 days thereafter during the term and in accordance with the provisions of the present agreement and of any succeeding collective labour agreement between you and the said Union which provides for deduction and remittance of dues. This authorization will take effect seven (7) days after it is received by you and may not be revoked by me except during the period from the sixtieth to the thirtieth day prior to the anniversary of the effective date of this or any such succeeding collective labour agreement, such revocation to take effect seven (7) days after you have received written notice thereof from me.

Witness Signature.

Date. Address.

SCHEDULE "C"

TO: Canadian Industries Limited
Montreal Paint Works,
6930 Clanranald Avenue,
Montreal, Que.

I hereby give you notice of the cancellation of the written authorization signed by me on ..... directing you to deduct from the wages payable to me on the first d[illegible] pay day in each calendar month for remittance to Canadian Chemical Division, District 50, United Mine Workers of America, the amount of ..... covering my monthly membership dues. This cancellation will take effect seven (7) days after its receipt by you.

Date _____ signature. _____

Witness _____ Address. _____

SCHEDULE "D"

Job No.	Title	Points	Rate.
	Men		
M- 8	Plant Cleaner	39	95
17	Machine Labeller	48	95
5	Lve Vat Operator	52	1.00
15	Lab Tester	52	1.00
14	Assembler	53	1.00
29	Filler	53	1.00
9	Packer	54	1.00
37	Assembler Packer	54	1.00
12	Enamel Filler	56	1.00
20	Drum Reconditioner	56	1.00
32	Maintenance Helper	60	1.00
4&36	Grinder - 5 & 3 Rolls	63 & 65	1.04
31	F.G. Distributor	63	1.04
39	Filling Machine Operator	64	1.04
13	R.M. Warehouse Trucker	65	1.04
35	Grinder Uniroll	67	1.04
33	Grinder Ball Mills	67	1.04
25	Lab Technician	68	1.04
34	Grinder Buhrstones	69	1.04
22	R.M. WareHouseman	70	1.04
21	F.G. Loader & Receiver	71	1.09
3	Mill Base Reducer	72	1.09
1& 2	Paste Mixers	73	1.09
38	Stationary Engineman - Nights	76	1.09
27	Filler & Reducer	78	1.09
11	Shader & Viscosity adjustor	81	1.15
23	Stationary Engineman - Days	84	1.15
19	Maintenanceman-	93	1.28
[illegible]	[illegible]	[illegible]	
28	Varnish Reducer & Loader	98	1.28
18&7	Varbish Cooker	100	1.28
	Working Leaders		1.18
	Women.		
M-30	Labeller F.G.	30	.75
16	Labeller E.C.	43	.79
6	Lid Stamper & Labeller	44	.89
24	Labeller F.C.	45	.89
10	Multigraph Operator	49	.92
26	Small Size Filler	52	.92

Employees will be paid a premium of 5¢ per hour for work performed on regularly scheduled multiple or fixed shifts commencing between the hours of 3.00 P.M. and 3.00 A.M. This premium which will be added to the rates after calculating overtime, will always be shown separately.-

United Mine Workers of America,
District 50, Canadian Chemical Division
LOcal 13022

R. Galarneau
President

G. Boivert.
Special Representative

Canadian Industries Ltd.

E.W. Wadge.
Works Manager - Montreal
Paint & Varnish Works.

Russell Smith.
Secretary.-

SCHEDULE "E"

PROCEDURE FOR ARBITRATION PROCEEDINGS.

1. The party desiring to submit a matter to arbitration shall deliver to the other party a notice of intention to arbitrate. This notice shall state the matter at issue in concise terms and shall state precisely in what respect the agreement has been violated or misinterpreted by reference to the specific clause or clauses relied upon. The notice shall also stipulate the nature of the relief or remedy sought.

2. Within ten (10) days after the date of delively of the foregoing notice, the party initiating arbitration shall notify the other party of the name of its representative on the arbitration board and the other party shall appoint its representative within ten (10) days of receipt of this notification.-

3. In the event that either party shall fail to appoint a representative to the arbitration board within the delay provided the other party may request the Minister of Labour of the Province of Quebec to appoint a representative on behalf of the defaulting party.

4. When the representatives have been appointed they shall meet forthwith to choose a chairman who, with the two representatives, shall constitute the arbitration board.

5. Should the representatives fail within five (5) days to agree on a chairman, the Minister of Labour of the Province of Quebec may be requested by the representatives or either of them to appoint a person who shall be chairman of the arbitration board.

6. After the arbitration board has been formed by the foregoing procedure, it shall meet with all members present and hear the evidence of both parties and render a decision within seven (7) days after the completion of taking evidence.

7. The time limits specified herein shall be deemed to be exclusive of Sundays and those holidays described in Article Vl. (c) of this agreement and may be extended by mutual consent in writing of the parties or by the arbitration board.-

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I_N_D_E_X.

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X111. & X1V

19/2071

MEMORANDUM OF AGREEMENT.

Entered into in quintuplicate this 14th day of December, 1948.

BY AND BETWEEN:

CANADIAN INDUSTRIES LIMITED, A CORPORATION HAVING AN OFFICE AT MONTREAL, QUE., AND HEREIN ACTING WITH RESPECT ONLY TO ITS HEREINAFTER DESCRIBED ST URBAIN STREET WAREHOUSE, HEREINAFTER CALLED THE "Company"

AND

THE UNITED MINE WORKERS OF AMERICA, DISTRICT No. 50 CANADIAN CHEMICAL DIVISION, LOCAL no. 13352, HEREINAFTER CALLED THE "Unioh" WITNESSETH THAT:

WHEREAS the Company is operating a warehouse located at 6380 St. Urbain Street, Montreal, known as its St. Urbain Street Warehouse and hereinafter referred to as the "said warehouse"; and

WHEREAS the Company and the Union wish to co-operate in obtaining efficient and unrestricted operations at the said Warehouse, in maintening a harmonious relationship between the Company and its em loyees and in providing a method of settling in an amicable manner any differences or grievances which may arise from time to time at the said Ware ouse.

NOW THEREFORE, in consideration of the mutual convenants and agreements hereinafter contained, the parties hereto have agreed as follows:

ARTICLE 1.

SCOPE.

This agreement covers all employees of the Company as hereinafter defined. The expression " employee " used throughout this agreement shall be deemed to mean anyone employed at the said Warehouse who is paid at an hourly rate.

ARTICLE 11

RECOGNITION.

(a) The Company recognizes the Union during the term of this agreement as the exclusive bargaining a ent of the employees for the purpose of collective bargaining in respect of wages, hours seniority, grievance procedure and such other working conditions as are included in this agreement.

(b) The Unimn recognizes the right of the Company to manage the said Warehouse, and to direct the working forces, including the right to hire, promote or transfer any emplo ee and to demote discipline suspend or discharge any emplo ee for just cause.

(c) In the interest of the efficient operation of the said Warehouse, the Union agrees that the Company may at any time change hours of work, determine r change work assignments or methods and select the materials to be handled processed or manufactured. Any such action of the Company which results in individual hardship or injustice may be discussed as a grievance.

(d) The Union further recognizes the right of the Company to make and alter from time to time rules and regulations to be observed by the employees.

Article 111

CO-OPERATION

(a) It is agreed that the application of the Industrial Relations Plans shall contin e in respect of the employees in conformity with their general application throughout the Company.

(b) The Union agrees that it will not cause, authorize or sanction, nor permit its members to cause or take part in (and it is agreed that the Company may discharge any employee who causes or takes part in any sit-down, stay-in or slow-down in any department or any strike or stoppage of any of the Company's operations or any curtailment of work or restriction of or interference with production or any picketing of the Company's premises during the term of this agreement.

In the event of a breach of the provisions of this clause (b) this agreement shall, at the option of the Company terminate immediately but such termination shall be without prejudice to any other rights of the Company. The Company agree to discuss such termination with an officer of Canadian Chemical Division, istrict 50, United Mine Workers of America, before it becomes effective.

(c) The Company agrees that it will not cause or sanction a lockout during the term of this agreement.

(d) The Company agrees to provide the Union with a notice board upon which the Union may post notices, Any such notice shall have received the written approval of the Company prior to posting.

The Union agrees that it will not distribute or post any pamphlets, advertising or political matter cards, notices or any other kind of literature, within the said Warehouse except as herein provided.

(e) Members of the Union not exceeding one (1) in number at any on time shall be granted reasonable leave of absence without pay for the transaction of business for the Union.

(f) During the term of this agreement the Company will deduct monthly Union membership dues from the wages of each employee who furnishes the Company with a signed authorization directing that such edudtion be made. Such authorization shall be in the form shown in Schedule A attached hereto. An employee may cancel his authorization at any time by written notice to the Company, but such cancellation shall not take effect before seven (7) days after the receipt of the notice by the Company. Such notice shall be in the form shown in Schedule B attached hereto.

The Company shall remit to the Canadian Chemical Division, District 50, United Mine Workers of America, 137 Bond Street, Toronto, the total of all amounts so deducted not later than 7 days after the deduction has been made. The Company will at the same time forward a list of all employees from whose wages such deduction have been made and a list of those employees who have since the date of the last payment to the Union cancelled their authorizations to the Company.

Article lV

NO DISCRIMINATION.

There shall be no discrimination, intimidation, interference, restraint coercion or attempted coercion, by or on behalf of the Company or by or on bahalf of the Union, regarding any employee in the exercise of his right to bargain collectively through representatives of his own choosing.

No employee shall, however, conduct Union activities during working hours except as specifically permitted in this agreement.

ARTICLE V

REPRESENTATION

(a) The Union shall elect and the Company agrees to recognize one (1) steward. The Union shall notify the Company in writing of the name of the steward and the effective date of his election. It is understood that a steward shall, after consultation with his foreman, be permitted during his working hours and without loss of time or pay, to leave his regular duties for a reasonable length of time in order to investigate and settle grievances in his department.

The Union shall elect and the Company agrees to recognize a Union Bargaining Committee of not more than two (2) employees.

The Union Bargaining Committee shall have the right of meeting the appointed representative or representatives of the Company at a determined date and time, at least once every month. Those members who Happen to be on duty shall be paid straight time for that part of their regularly scheduled working hours devoted to attendance of such meetings. It is understood that a representative of Canadian Chemical Division, District 50, United Mine Workers may be in attendance at such meetings.

ARTICLE Vl

HOURS OF WORK.

(a) The normal daily hours of work for all employees except firemen shall be nine (1) hours from Monday to Friday inclusive.

(b) The normal daily hours of work for firemen shall be eight (8) hours on six days of each week.

(c) The Company undertakes to communicate to, and discuss with, the Union any change proposed by the Company in hours of work which the Company expects will apply for a period exceeding two (2) weeks, before such change becomes effective.

(d) It is understood that an employee shall be at his work place and ready to assume his duties at the commencement of his working day.

(e) The Company shall schedule for all employees assigned to day work two (2) rest periods of ten (10) minutes each during their normal daily hours of work.

(f) Each employee, except firemen, shall be granted a five (5) minute wash-up period before his luncheon period and a ten (10) minute wash-up period before the end of his working day. The day mixing mill operator shall be granted an additional 5 minute wash-up period at the end of his working day.

Article Vll

OVERTIME AND OTHER ALLOWANCES.

(a) An employee shall be paid at the rate of time and one half for all hours worked in excess of the normal daily hours of work.

(b) An employee shall be paid at the rate of double time for work required to be performed on his regularly assigned day of rest. It is understood that the day of rest except in the case of firemen shall be Sunday.

(c) An employee shall be paid at the rate of time and one-half for work required to be performed on Victoria Day and St. Jean Baptiste Day

(d) An employee, other than a temporary employee, shall subject to the second paragraph of this clause, be paid at his straight time rate on the basis of his regularly scheduled normal daily hours of work for the day on which New Year's Good Friday, Dominion Day, Labour Day, Thanksgiving Day, or Christmas Day occurs whether or not he works on such holidays,

Provided that an employee shall not be entitled to be so paid.

(i) If he does not work on such holidays when he has been required or scheduled to do so.

(ii) If he is absent without good cause on the scheduled working day immediately preceding or succeeding such holidays.

(iii) If such holiday occurs while he is on vacation or on a leave of absence.

(e) An employee who works on any of the holidays mentioned in clause (d) shall, in addition, be paid at his straight time rate for all hours so worked.

(f) If another day is substituted by statute or decree or by mutual agreement between the parties for the observance of any of the holidays listed in clauses (c) and (d) the day of observance so substituted shall be deemed to be the holiday for the purpose of this Article Vll.

(g) If an employee is summoned by the Company to report to the said Warehouse for the performance of any work at other than his regularly scheduled working hours he shall be paid for a minimum of tow hours work at the rate of time and one-half even through he may have worked less than two hours. In addition such an employee shall be paid a travelling allowance equivalent to two hours work at straight time.

(h) Whenever an employee's regularly scheduled working hours are changed by the Company, that is, both starting and finishing times changed he shall be paid at the rate of time and one-half for work performed during his first working day following such change unless at least twenty-four (24) hours prior notice of such change has been given to him by the Company.

(i) Notwithstanding the foregoing provisions of this Article Vll, an employee shall not be paid at the rate of time and one-half for overtime worked if such overtime work, with the permission of the foreman, is performed by the employee at his own request or by special arrangement with another or other employee who may wish to change or exchange working hours.

Article VIII

WAGES CLASSIFICATION

(a) The classification of the employees shall be done by the Company. The Company agrees to review such classification with the Union whenever requested by the Union to do so.

(b) While an employee may at any time discuss his classification with his foreman, no request for a change in the classification of such employee need to entertained by the Company unless presented to the Company within thirty (30) days following the date of the classification or of the change in classification to which such employee objects.

(c) The classification of all occupations and wage rates appears in Schedule "C" attached hereto, which is made part of this agreement and is signed for indentification by the parties hereto.

(d) If any employee is required to work for more than a half day in any occupational classification having a higher rate of pay than the classification under which he is listed on the payroll, he shall be paid the higher rate. If an employee is required to work in any occupational classification having a lower rate of pay than the classification under which he is listed on the payroll, he must be reclassified at or before the beginning of the third week.

Article IX

SENIORITY

(a) An employee shall have seniority status after he has been continuously employed by the Compsny for one (1)month.

(b) In the case of equally qualified employees, seniority shall govern on all occasions when a lay-off, transfer, promotion, or other adjustment of personnel is necessary and the Company agrees to discuss with the Union any case of instance of harship arising out of any allededly unjust action of the Company in this connection.

(c) For the purpose of this agreement, seniority shall accumulate throughout the total period during which an employee has been on the payroll of the Company. Accumulated seniority shall be lost on termination of employment. However , accumulated seniority shall not be lost if such termination is due to a lay-off, provided that the lapse of time between the date of terminationfor such a reason and the date of re-employment does not exceed twelve (12) months.

(d) The Company agrees to post seniority lists whowing the seniority status of each employees and to furnish copy of such lists to the Union.

(e) The Company agrees to keep the seniority list up to date and to correct any errors therein whenever proff of error is submitted by the Union or any employee. No change shall be made in the seniority status of an employee without consultation with the Union

Article X

SAFETY AND HEALTH

(a) The Company will continue to make reasonable provision for the safety and health of its employees during the hours of their employment. Such protective devices as the Company requires to be worn and other equipment which in the opinion of the Company is necessary to protect the employee from injury shall be provided by the Company.

(b) Whenever the Company recommends to the employees for their better protection the use of additional safety equipment which it does not supply free of charge it will make such equipment available to employees at cost.

ARTICLE Xl

DISMISSALS.

The Company agrees to notify the Union in writing of the reason for the discharge of any employee. Any discharge may be discussed as a grievance. In the event that an employee is discharged and after subsequent investigation is exonerated and reinstated, he shall be reimbursed for the time lost by reason of such discharge on the basis of his normal daily hours of work.

Article Xll

GRIEVANCE PROCEDURE

(a) Any dispute, grievance or misunderstanding (hereinafter called "grievance") involving occupational classification, wages, seniority hours or other working condition which any employee or group of employees may desire to discuss and adjust with the Company shall be handled as follows:

(1) The employee shall take up his grievance directly with the foreman, except when the employee may feel that he cannot properly express or explain his difficulties to the foreman.

(2) If the grievance is not adjusted by the foreman within forty-eight (48) hours after the grievance has been submitted, or if the employee feels that he cannot properly express or explain his difficulties to the foreman, the employee may report the matter to the steward who together with the employee, shall take up the matter with the foreman and shall at the same time present a written summary of the grievance to the foreman.

(3) If a satisfactory settlement is not obtained within forty-eigh (48) hours after the matter has been discussed with the foreman, the steward may submit the grievance in writing to the Union Bargaining Committee, with a copy to the Company. The Union Bargaining Committee may then discuss it during working hours with the Company.

(b) All decisions arrived at by agreement between the representative or representatives of the Company and the Union Bargaining Committee with respect to grievances shall be made in writing and shall be final and binding upon the Company and the Union.

Article XII

GRIEVANCE PROCEDURE (Cont'd)

(c) Nothing in this agreement shall be deemed to take away the right of an individual employee to present any of his personal grievances to the Company.

(d) The time limits specified in this Article XII, shall be deemed to be exclusive of Sundays and those holidays described in Article VII (c) and (d) of this agreement.

Article XIII

ARBITRATION

(a) Any grievance or other matter in dispute between the Company and the Union, involving the interpretation or alleged violation of any Article of this agreement may, in the event of failure to reach agreement thereon, be referred by either party to arbitration by an arbitration board in accordance with the procedure contained in Schedule "D" to this agreement.

(b) The decision of the majority of the arbitration board on the matter at issue shall be final and binding on both parties but the jurisdic tion of the arbitration board shall be limited to deciding the matter at issue within the existing provisions of the agreement and in no event shall the arbitration board have the power to add to, subtract from, alter or amend this agreement in any respect.

(c) Each party shall pay its own costs and the fees and expenses of witnesses called by it and of its representative. The fees and expenses of the Chairman shall be shared equally between the parties.

Article XIV

TERMINATION

(a) This agreement shall become effective on the 8th day of January 1949 and shall remain in full force and effect until the 30th day of November 1949.

(b) Either party may on ten (10) clear days' notice in writing, require the other party to enter into negotiations for the renewal of the agreement within the period of two (2) months prior to the expiry date and both parties shall thereupon enter into such negotiations in good faith and made every reasonable effort to secure such renewal.

(c) The party giving the notice in accordance with clause (b) hereof shall at the same time as such notice isissued, and the party receiving the notice shall within ten (10) days of its receipt of such notice, respectively present to the other party in writing any proposed modifications or revisions of this agreement together with the reasons for such proposals.

Article XV

Notices provided in Articles XIII and XIV, shall be in writing and shall be sufficient if sent by registered mail adressed, if to the Union, to the President of the Union, and if to the Company to the District Sales Manager Sales, Division, Chemicals Group.

United Mine Workers of America.
District 50
Canadian Chemical Division
Local 13352

Canadian Industries Limited.

Emile Tetreault.

Président.

C.T. Hambley.
District Sales Manager.
Sales Division, Chemicals Group.

Louis MacCormack
Special Representative

Russell Smith
Secretary

SCHEDULE A

TO: Canadian Industries Limited,
St. Urbain Street Warehouse,
6380 St. Urbain Street
Montreal, Quebec.

I hereby direct and authorize you to deduct from the wages payable to me on the first regular pay day in each calendar month hereafter during the term of the collective labour agreement dated. m between you and local 13352 Canadian Chemical Division District 50 United Mine Workers of America and all succeeding collective labour agreements between you and the said Union which provide for the deduction of union dues, the amount of one dollar and fifty cents ($1.50) to cover the monthly membership dues payable by me to the said Union, and to remit the amount so deducted to the Canadian Chemical Division, District 50, United Mine Workers of America, 137 Bond Street, Toronto, not later than 7 days thereafter. This authorization will take effect seven (7) days after it is received by you and will remain in effect until seven (7) days after you receive written notice from me of its cancellation.

Date. Signature.

Witness Address.

SCHEDULE B

TO:

Canadian Industries Limited
St. Urbain Street Warehouse,
6380 St. Urbain Street
Montreal, Quebec.

I hereby give you notice of the cancellation of the written authorization signed by me on ..... directing you to deduct from the wages payable to me on the first pay day in each calendar month for remittance to Canadian Chemical Division, District 50, United Mine Workers of America, the amount of one Dollar and fifty cents ($1.50) covering my monthly membership dues. This cancellation will take effect seven (7) days after its receipt by you.

Date Signature

Witness Address

SCHEDULE C

Classification.	Rates in Cents Per Hour.
Warehouseman	88
Fireman	88
Maintenanceman	92
Dye Mixing Mill Operator	92
Repackager	92
Leading Hand	96
Receiver- Dispatcher	101

Employees will be paid a premium of 5¢ per hour for work performed on regularly scheduled multiple or fixed shifts commencing between the hours of 3.00 P.M. and 3.00 A.M. This premium which will be added to the rates after calculating overtime will always be shown separately.

United Mine Workers of America,
District 50,
Canadian Chemical Division
Local 13352

Emile Tetreault.

President.

Canadian Industries Limited.

C.T. Hambley.
District Sales Manager
Sales Division, Chemicals Group.

Russell Smith
Secretary.

SCHEDULE D

PROCEDURE FOR ARBITRATION
PROCEEDING

1. The party desiring to submit a matter to arbitration shall deliver to the other party a notice of intention to arbitrate. This notice shall state the matter at issue in concise terms and shall state precisely in what respect the agreement has been violated or misinterpreted by reference to the specific clause or clauses relief upon. The notice shall also stipulate the nature of the relief or remedy sought.

2. With ten (10) days after the date of delivery of the foregoing notice, the party initiating arbitration shall notify the other party of the name of its representative on the arbitration board and the other party shall appoint its represen ative within ten (10) days of receipt of this notification.

3. In the event that either party shall fail to appoint a representative to the arbitration board within the delay provided, the other party may request the Minister of Labour of the Province of Quebec to appoint a representative on behalf of the defaulting party.

4. When the representatives have been appointed they shall meet forthwith to choose a chairman who, with the two representatives shall constitute the arbitration board.

5. Should the representatives fail within five (5) days to agree on a chairman, the Minister of Labour of the Province of Quebec may be requested by the representatives or either of the arbitration board.

6. After the arbitration board has been formed by the foregoing procedure, it shall meet with all members present and hear the existence of both parties and render a decision within seven (7) days after the completion of taking evidence.

7. The time limits specified herein shall be deemed to be exclusive of Sundays and those holidays described in Article VII of this agreement and may be extended by mutual consent in writing of the parties or by the arbitration board.

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I N D E X.

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19/1604

MEMORANDUM OF AGREEMENT.-

Entered into in quintuplicate this 7th day of January, 1948.-

BY AND BETWEEN:

CANADIAN INDUSTRIES LIMITED, A CORPORATION HAVING AN OFFICE AT MONTREAL, QUE., AND HEREIN ACTING WITH RESPECT ONLY TO ITS HEREINAFTER DESCRIBED ST. URBAIN STREET WAREHOUSE, HEREINAFTER CALLED THE " COMPANY".

AND

THE UNITED MINE WORKERS OF AMERICA, DISTRICT NO. 50, CANADIAN CHEMICAL DIVISION, LOCAL NO 13202, HEREINAFTER CALLED THE "UNION" WITNESSETH THAT:

WHEREAS the Company is operating a warehouse located at 6380 St. Urbain Street, Montrea , known as its St. Urbain Street Warehouse and hereinafter referred to as the said warehouse and

WHEREAS the Company and the Union wish to cooperate in obtaining efficient and unrestricted operations at the said Warehouse, in maintaining a harmonious relationship between the Company and its employees and in providing a m thod of settling in an amicable manner any differences or grievances which may arise from time to time at the said Warehouse.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto have agreed as follows:

ARTI LE 1.-

SCOPE

This agreement covers all employees of the Company as hereinafter defined. The expression "employees " used throughout this agreement shall be deemed to mean anyone employed at the said Warehouse who is paid at an hourly rate.

ARTICEL 11.

RECOGNITION.

(a) The Company recognizes the Union during the term of this agreement as the exclusive bargaining agent of the employees for the purpose of collective bargaining in respect of wages, hours, seniority, grievance procedure and such other working conditions as are included in this agreement.

(b) The Union recognizes the right of the Company to manage the said Warehouse, and to direct the working forces including the right to hire promote or transfer any employee and to demote, discipline, suspend or discharge any employee for just cause.

(c) In the interest of the efficient operation of the said Warehouse, the Union agrees that the Company may at any time change hours of work, determine or change work assignments or methods and select the Materials to be handled, processed or manufactured. Any such action of the Company which results in individual harship or injustice may be discussed as a grievance.

ARTICLE 11.

RECOGNITION (Cont'd)

(d) The Union further recognizes the right of the Company to make and alter from time to time rules and regulations to be observed by the employees.

ARTICLE 111.

CO-OPERATION

(a) It is agreed that the application of the Industrial Relations Plans shall continue in respect of the employees in conformity with their general application throughout the Company.

(b) The Union agrees that it will not cause, authorize or sanction, nor permit its members to cause or take part in, (and it is agreed that the Company may discharge any employee who causes or takes part in) any sit-down, stay-in or slow-down in any department or any strike or stoppage of any of the Company's operations or any curtailment of work or restriction of or interference with production or any picketing of the Company's premises during the term of this agreement.

In the event of a breach of the provisions of this clause (b) this agreement shall, at the option of the Company terminate immediately but such termination shall be without prejudice to any other rights of the Company. The Company agrees to discuss such termination with an officer of Canadian Chemical Division, District 50, United Mine Workers of America, before it becomes effective.

(c) The Company agrees that it will not cause or sanction a lockout during the term of this agreement.

(d) The Company agrees to provide the Union with a notice board upon which the Union may post notices, Any such notice shall have receivedthe written approval of the Company prior to posting.

not

The Union agrees that it will distribute or post any pamphlets, advertising or political matter, cards, notices, or any other kind of literature, within the said Warehouse except as herein provided.

(e) Members of the Union not exceeding one (1) in number at any one time shall be granted reasonable leave of absence without pay for the transaction of business for the Union

(f) During the term of this agreement the Company will deduct monthly Union membership dues from the wages of each employee who furnished the Company with a signed authorization directing that such deductions be made. Such authorization shall be in the form shown in Schedule B attached hereto. An employee may cancel his authorization at any time by written notice to the Company, but such cancellation shall not take effect before seven (7) days after the receipt of the notice by the Company. Such notice shall be in the form shown in Schedule C attached hereto.

ARTICLE 111.-

Co-OPERATION (Cont'd)

The Company shall remit to the Canadian Chemical Division, District 50, United Mine Workers of America, 74 King St. E., Toronto, the total of all amounts so deducted not later than 7 days after the deduction has been made. The Company will at the same time forward a list of all employees from whose wages such deductions have been made and a list of those employees who have since the date of the last payment to the Union cancelled their authorizations to the Company.

Article LV.-

NO DISCRIMINATION.-

There shall be no discrimination, intimidation, interference, restraint, coercion or attempted coercion, by or on behalf of the Company or by or on behalf of the Union, regarding any employee in the excercise of his right to bargain collectively through representatives of his own choosing.

No employee shall, however, conduct Union activities during working hours except as specifically permitted in this agreement.

Article V.

REPRESENTATION.

(a) The Union shall elect from time to time and the Company agrees to recognize one(1) steward. The Union shall notify the Company in writing of the name of the steward and the effective date of his election. It is understood that a steward shall, after consultation with his foreman, be permitted during his working hours and without loss of time or pay, to leave his regular duties for a reasonable lenght of time in order to investigate and settle grievances in his department.

The Union shall elect and the Company agrees to recognize a Union Bargaining Committee of not more than two (2) employees.

The Union Bargaining Committee shall have the right of meeting the appointed representative or representatives of the Company at a determined date and time, at least once every month. Those members who happen to be on duty shall be paid straight time for that part of their regularly scheduled working hours devoted to attendance of such meetings. It is understood that a representative of Canadian Chemical Division, District 50, United Mine Workers may be in attendance at such meetings.

ARTICLE V1

HOURS OF WORK.

(a) The normal daily hours of work for all employees except stationary enginemen shall be nine (9) hours from Monday to Friday inclusive.

(b) The normal daily hours of work for stationary enginemen shall be eight (8) hours on six days of each week.

(c) The Company undertakes to communicate to, and discuss with, the Union any change proposed by the Company in hours of work which the Company expects will apply for a period exceeding two (2) weeks, before such change becomes effective.

(d) It is understood that an employee shall be at his work place and ready to assume his duties at the commencement of his working day.

(e) The Company shall schedule for all employees assigned to day work two (2) rest periods of ten (10) minutes each during their normal daily hours of work.

(f) Each employee, except stationary enginemen, shall be granted a five (5) minute wash-up period before his luncheon period and a ten (10) minute wash-up period before the end of his working day. The dye mixing mill operator shall be granted an additional 5 minute wash-up period at the end of his working day.

ARTICLE V11.

OVERTIME AND OTHER ALLOWANCES.

(a) An employee shall be paid at the rate of time and one-half for all hours worked in excess of the normal daily hours of work.

(b) An employee shall be paid at the rate of double time for work required to be performed on his regularly assigned day of rest. It is understood that the day of rest except in the case of stationary enginemen shall be Sunday.

(c) An employee shall be paid at the rate of time and one-half for work required to be performed on Good Friday, Victoria Day, St. Jean Baptiste Day, Dominion Day and Thanksgiving Day.

(d) An employee shall, subject to the second paragraph of this clause, be paid at his straight time rate on the basis of his regularly scheduled normal daily hours of work for the day on which New Year's Labour Day or Christmas Day occurs whether or not he works on such holidays.

ARTICLE Vll

OVERTIME AND OTHER ALLOWANCES (Cont'd)

Provided that an employee shall not be entitled to be so paid:

(i) If he does not work on such holidays when he has been required or scheduled to doso.

(ii) If he is absent without good cause on the scheduled working day immediately proceding or succeeding such holiday.

(iii) If such holiday occurs while he is on vacation or on a leave of absence without pay.

(iv) Unless he is a regular employee in accordance with the Company's rules governing service.

(e) An employee who works on any of the holidays mentioned in clause (d) shall, in addition, be paid at his straight time rate for all hours so worked.

(f) If another day is substituted by statute or decree or by mutual agreement between the parties for the observance of any of the holidays listed in clauses (c) and (d) the day of observance so substituted shall be deemed to be the holiday for the purpose of this Article Vll.

(g) If an employee is summoned by the Company to report to the said Warehouse for the performance of any work at other than his regularly scheduled working hours he shall be paid for a minimum of two hours work at the rate of time and one-half even though he may have worked less than two hours. In addition such an employee shall be paid a travelling allowance equivalent to two hours work at straight time.

(h) Whenever an employee's regularly scheduled working hours are changed by the Company, that is, both starting and finishing times changed, he shall be paid at the rate of time and one-half for work performed during his first working day following such change unless at least twenty-four (24) hours prior notice of such change has been given to him by the Company

(i) Notwithstanding the foregoing provisions of this Article Vll, an employee shall not be paid at the rate of time and one-half for overtime worked if such overtime work, with the permission of the foreman, is performed by the employee at his own request or by special arrangement with another or other employees who may wish to change or exchange working hours.

ARTICLE Vlll.

WAGES - CLASSIFICATION.

(a) The classification of the employees shall be done by the Company. The Company agrees to review such classification with the Union whenever requested by the Union to do so.

(b) While an employee may at any time discuss his classification with his foreman, no request for a change in the classification of such employee need be entertained by the Company unless presented to the Company within thirty (30) days following the date of the classification or of the change in classification to which such employee objects.-

(c) The classification of all occupations and wage rates appears in Schedule "a" attached hereto, which is made part of this agreement and is signed for identification by the parties hereto.

(d) If any employee is required to work for more than a half day in any occupational classification having a higher rate of pay than the classification under which he is listed on the payroll, he shall be paid the higher rate. If any employee is required to work in any occupational classification having a lower rate of pay than the classification underwhich he is listed on the payroll, he must be reclassified at or before the beginning of the third week.

ARTICLE IX

SENIORITY

(a) An employee shall have seniority status after he has been continuously employed by the Company for one (1) month.

(b) In the case of equally qualified employees, seniority shall govern on all occasionswhen a lay-off, transfer, promotion, or other adjustment of personnel is necessary, and the Company agrees to discuss with Union any case or instance of hardship arising out of any allegedly unjust action of the Company in this connection.

(c) For the purpose of this agreement, seniority shall accumulate throughout the total period during which an employee has been on the payroll of the Company. Accumulated seniority shall be lost on termination of employment, However, accumulated seniority shall not be lost if such termination is due to a layoff, provided that the lapse of time between the date of termination for such a reason and the date of re-employment does not exceed twelve (12) months.

(d) The Company agrees to post seniority lists showing the seniority status of each employee and to furnish a copy of such lists to the Union.

(e) The Company agrees to keep the seniority list up to date and to correct any errors therein whenever proof of error is submitted by the Union or any employee, No change shall be made in the seniority status of an employee without consultation with the Union.

ARTICLE X.

SAFETY AND HEALTH

(a) The Company will continue to make reasonable provision for the safety and health of its employees during the hours of their employement. Such protective devices as the Company requires to be worn and other equipment which in the opinion of the Company is necessary to protect the employee from injury shall be provided by the Company.

(b) Whenever the Company recommends to the employees for their better protection the use of additional safety equipement which it does not supply free of charge it will make such equipement available to employees at cost.

ARTICLE Xl

DISMISSALS.

The Company agrees to notify the Union in writing of the reason for the discharge of any employee. Any discharge may be discussed as a grievance. In the event that an employee is discharged and after subsequent investigation is reinstated, he shall be reimbursed for the time lo t by reason of such discharge on the basis of his normal daily hours of work.

ARTICLE Xll

GRIEVANCE PROCEDURE.

(a) Any dispute, grievance or musunderstanding (hereinafter called "grievance") involving occupational classification, wages, seniority, hours or other working conditions which any employee or group of employees may desire to discuss and adjust with the Company shall be handled as follows:-

(1) The Employee shall take up his grievance directly with the foreman, except when the employee may feel that he cannot properly express or explain his difficulties to the foreman.

(2) If the grievance is not adjusted by the foreman within forty-eight (48) hours after the grievance has been submitted, or if the employee feels that he cannot properly express or explain his difficulties to the foreman, the employee may report the matter to the steward who, together, with the employee, shall take up the matter with the foreman and shall at the same time present a written summary of the grievance to the foreman.

(3) If a satisfactory settlement is not obtained within forty-eight (48) hours after the matter has been discussed with the foreman, the steward may submit the grievance in writing to the Union Bargaining Committee, with a copy to the Company. The Union Bargaining Committee may then discuss it during working hours with the Company

ARTICLE XII

GRIEVANCE PROCEDURE (Cont'd)

(b) All decisions arrived at by agreement between the representative or representatives of the Company and the Union Bargaining Committee with respect to grievances shall be made in writing and shall be final and binding upon the Company and the Union.

(c) Nothing in this Agreement shall be deemed to take away the right of an individual employee to present any of his personal grievances to the Company.

(d) The time limits specified in this Article XII. shall be deemed to be exclusive of Sundays and those holidays described in Article VII. (c) and (d) of this agreement.

ARTICLE XIII

ARBITRATION

(a) Any grievance or other matter in dispute between the Company and the Union, involving the interpretation or violation of any Article of this agreement, may in the event of failure to reach agreement thereon, be referred by either party to arbitration by an arbitration committee within a reasonable time after such grievance or dispute originated.

(b) The arbitration committee shall consist of a representative of each party and a chairman. In the case of arbitration, either party hall advise the other party in writing of its intention to submit such dispute to arbitration by an arbitration committee, shall appoint its representative, and, at the same, time, require the other party to appoint a representative within five (5) days of receipt of the notice.

(c) In the event that either party shall fail to appoint a representative to the arbitration committee at the time or within the delay provided, either party may request the Minister of Labour of the Dominion of Canada to appoint such representative on behalf of the defaulting party.

(d) When the representatives have been appointed they shall meet forthwith to choose a chairman who, with such representatives, shall constitute the arbitration committee.

ARTICLE Xlll. (Cont'd)

ARBITRATION.

(e) Should the representatives fail within five (5) days to agree on a chairman, the Minister of Labour of the Dominion of Canada shall be requested by the representatives or either of them to appoint a person who shall be chairman of the arbitration committee.

(f) After the arbitration committee has been formed by the foregoing procedure, it shall meet with all members present and hear the evidence of both parties and render a decision within seven (7) days of the completion of taking evidence.

(g) The time limits specified in this Article Xlll. shall be deemed to be exclusive of Sundays and those holidays described in Article Vll. (c) and (d) of this Agreement.

(h) The decision of the majority of the arbitration committee on the matter at issue shall be final and binding on both parties but in no event shall the arbitration committee have the power to alter, modify or amend this agreement in any respect.

(i) Each party shall pay its own costs and the fees and expenses of witnesses called by it, and of its representative. The fees and expenses of the chairman shall be shared equally between the parties.

ARTICLE XlV.

TERMINATION.

(a) This agreement shall become effective on the 7th day of January 1948 and shall remain in full force and effect until the 7th day of January 1949.-

(b) Either party may on ten (10) clear days' notice in writing, require the other party to enter into negotiations for the renewal of the agreement within the period of two (2) months prior to the expiry date and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to secure such renewal.-

(c) The party giving the notice in accordance with clause (b) hereof shall at the same time as such notice is issued, and the party receiving the notice shall within ten (10) days of its receipt of such notice, respectively, present to the other party in writing any proposed modifications or revisions of this agreement together with the reasons for such proposals.

ARTICLE XV.-

Notices provided in Article XIII, and XIV, shall be in writing and shall be sufficient if sent by registered mail addressed, if to the Union, to the President of the Union, and if to the Company, to the District Sales Manager, Sales Division, Chemical Group.

United Mine Workers of America.
District 50
Canadian Chemical Division.
Local 13202 Canadian IndustriesLimited.

(SIGNED) D. A. HUGHES.
President.

(SIGNED) GEO. T. BOOMER.
District Sales Manager.
Sales Division, Chemical Group

(SIGNED) G. BOISVERT.
Special Representative

(SIGNED) RUSSELL SMITH.
Secretary.

SCHEDULE A

Classification	J.E. Points.	Hourly Rates.
Warehouseman	18½	80
Fireman	19	80
Maintenanceman	25	84
Dye Mixing Mill Operator	27	84
Leading Hand	34½	88

EMPLOYEES will be paid a premium of 5¢ per hour for work performed on regularly scheduled multiple or fixed shifts commencing between the hours of 3.00 P.M. and 3.00 A.M. This premium which will be added to the rates after calculating overtime, will always be shown separately.

United Mine Workers of America,
District 50,
Canadian Chemical Division,
Local 13202

Canadian IndustriesLimited.

(SIGNED) D. A. HUGHES.

President.

(SIGNED) GEO T. BOOMER.

District Sales Manager.
Sales Division, Chemical Group

(SIGNED) G. BOIVERT.

Special Representative

(SIGNED) RUSSELL SMITH.

Secretary.

SCHEDULE B.

TO: Canadian Industries Limited.

St. Urbain Street Warehouse,

6380 St. Urbain Street, Montreal, Que.

I hereby direct and authorize you to deduct from the wages payable to me on the first regular pay day in each calendar month hereafter during the term of the agreeemnet dated between you and Local 13202, Canadian Chemical Division, District 50, United Mine Workers of America, the amount of one dollar ($1.00) to cover the monthly membership dues payable by me to the said Union, and to remit the amount so deducted to the Canadian Chemical Division, District 50, United Mine Workers of America, 74 King St. E. Toronto, not later than 7 days thereafter. This authorization will take effect seven (7) days after it is received by you and will remain in effect until seven (7) days after you receive written notice from me of its cancellation.

---------- ----------

Date Signature.-

---------- ----------

Witness Address.-

United Mine Workers of America,
District 50,
Canadian Chemical Division,
Local 13202

(SIGNED) D. A HUGHES.
President.

(SIGNED) G. BOISVERT.
Special Representative

Canadian Industries Limited.

(SIGNED) GEO. T. BOOMER.
District Sales Manager.
Sales Division, Chemical Group.

(SIGNED) RUSSELL SMITH.
Secretary

SCHEDULE C

TO: Canadian Industries Limited,
St. Urbain Street Warehouse,
6380 St. Urbain Street, Montreal, Que.

I hereby give you notice of the cancellation of the written authorization signed by me on..... directing you to deduct from the wages payable to me on the first pay day in each calendar month for remittance to Canadian Chemical Division, District 50, United Mine Workers of America, the amount of one Dollar ($1.00) covering my monthly membership dues. This cancellation will take effect seven (7) days after its receipt by you.

Date _____ Signature. _____

Witness _____ Address.- _____

United Mine Workers of America,
District 50,
Canadian Chemical Division,
Local 13202

(SIGNED) D.A. HUGHES
President.

(SIGNED) G. BOISVERT.
Special Representative

Canadian Industries Limited.

(SIGNED) GEO. T. BOOMER.
District Sales Manager.
Sales Division, Chemical Group

(SIGNED) RUSSELL SMITH
Secretary

CONVENTION

entre

LA DIVISION CANADIENNE DE CHIMIE,

DISTRICT 50

UNITED MINE WORKERS

OF AMERICA

LOCAL 13022

MONTREAL, QUE.

et

CANADIAN INDUSTRIES LIMITED

(Usine de Peintures et Vernis de Montréal)

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19/1586

19/1586

CONVENTION

SIGNÉE EN CINQ EXEMPLAIRES, LE QUINZE NOVEMBRE 1947.

PAR

CANADIAN INDUSTRIES LIMITED, corporation ayant une place d'affaires à Montréal, P.Q; agissant aux présentes seulement en ce qui concerne son usine de peintures et vernis de Montréal ci-après décrite

Ci-après appelée La "COMPAGNIE"

ET

THE UNITED MINE WORKERS OF AMERICA, district 50, Division canadienne de chimie, local 13022,

Ci-après appelé L ' "UNION"

FAIT FOI QUE:

ATTENDU QUE la Compagnie exploite une usine de peintures et vernis située à 6930, avenue Clanranald, Côte St-Luc, P.Q; connue comme son Usine de Peintures et Vernis de Montréal et ci-après appelée "ladite Usine". et

ATTENDU QUE: la Compagnie et l'Union entendent coopérer au développement d'une production efficace et à plein rendement à ladite Usine, au maintien de relations harmonieuses entre la Compagnie et ses employés, à l'établissement d'une méthode de règlement à l'amiable de tout différend ou de tout grief susceptibles de surgir de temps à autre à ladite Usine:

LES PARTIES, en considération des conventions et des engagements mutuels ci-après stipulés, ont convenu de ce qui suit:

ARTICLE I.

APPLICATION

La présente convention s'applique à tous les employés de la Compagnie, tels que définis ci-après. L'expression "employé" désignera, dans la présente convention, toute personne employée à ladite Usine et payée à l'heure, excepté les contremaîtres, les employés de bureau et les personnes qui occupent un poste de confiance.

ARTICLE II.

RECONNAISSANCE DE DROITS

(a) Pour toute durée de la présente convention, la Compagnie reconnaît l'Union comme le seul et unique agent négociateur des employés, pour fin de négociations collectives relativement aux gages, aux heures de travail, à l'ancienneté, à la procédure applicable au règlement des griefs et à toutes autres conditions de travail couvertes par la présente convention.

(b) L'Union reconnaît le droit de la Compagnie de gérer ladite Usine et d'en diriger le personnel, y compris le droit d'embaucher, de promouvoir ou de transférer tout employé, de la dégrader, de lui imposer des sanctions disciplinaires, de le suspendre ou de le congédier pour juste cause.

(c) En vue de favoriser l'exploitation efficace de ladite Usine, l'Union convient que la Compagnie pourra, en aucun temps, changer les heures de travail, établir ou changer les méthodes de travail ainsi que les emplois auxquels les employés seront affectés, et choisir les matériaux et les matières premières à traiter, ouvrer ou manufacturer. Toute telle mesure adoptée par la Compagnie qui causera un grave inconvénient ou une injustice à un employé, pourra être discutée comme grief.

(d) De plus, l'Union reconnaît le droit de la Compagnie d'établir et de changer de temps à autre les règlements applicables aux employés.

Article III.

COOPERATION

(a) Il est **convenu** par les présentes qu'il y aura un Comité Consultatif d'Usine, composé de membres élus par le personnel de l'usine, employés ou autres, et de membres nommés par la Compagnie. Ce Comité aura pour fonction de conseiller la Compagnie sur toutes les questions touchant les employés et non réglées par cette convention, y compris les questions se rattachant aux problèmes de la production, comme, par exemple, les moyens d'améliorer l'efficacité de la main-d'oeuvre et du matériel, la réduction du coût et l'élimination des pertes.

(b) Il est aussi convenu que les Plans de Relations Industrielles continueront de s'appliquer aux employés conformément à leur application générale dans tous les établissements de la Compagnie.

(c) Pendant la durée de la présente convention, l'Union s'engage à ne pas provoquer, autoriser ou sanctionner aucune grève, sur le tas ou autre, ni aucun arrêt, ralentissement, réduction ou restriction de la production ou des opérations de la Compagnie ou du travail dans ladite usine, ni aucune ingérence dans la production, ni aucune piquetage des établissements de la Compagnie; l'Union s'engage de plus à ne pas permettre à ses membres de provoquer aucune de ces manifestations ou d'y prendre part (et la Compagnie se réserve le droit de congédier tout employé qui les provoque ou y prend part.)

Au cas de transgression de ce paragraphe (c), la Compagnie aura la faculté de résilier immédiatement la présente convention, mais une telle résiliation sera sans préjudice à tous autres droits compétant à la Compagnie. La Compagnie convient de discuter telà résiliation, avant qu'elle ne prenne effet, avec un officier de United Mine Workers of America, District 50, Division canadienne de chimie.

(d) La Compagnie convient de ne pas provoquer ou sanctionner un lock-out pendant la durée de la présente convention.

(e) La Compagnie s'engage à fournir à l'Union un tableau où cette dernière pourra afficher tels avis qui auront été préalablement approuvés par écrit par la Compagnie.

L'Union s'engage à ne distribuer ou afficher, dans ladite Usine, aucun pamphlet, littérature publicitaire ou politique, avis, cartes ou autre littérature, sauf tel que le prévoit la présente convention.

(f) La Compagnie accordera aux membres de l'Union, mais non à plus de deux (2) à la fois, congé pour période de temps raisonnable, mais sans salaire, pour s'occuper des affaires de l'Union.

(g) Pendant la durée de cette convention, la Compagnie déduira à tous les mois la cotisation de membre de l'Union à même les gages de tout employé qui autorisera la Compagnie par écrit à faire telle déduction. Cette autorisation devra être donnée sur la formule apparaissant à la cédule B ci-annexée. Tout employé pourra retirer son autorisation en aucun temps au moyen d'un avis écrit à la Compagnie, mais tel avis ne prendra effet que sept (7) jours après sa réception par la Compagnie. Cet avis devra être donné sur la formule apparaissant à la cédule C ci-annexée.

La Compagnie remettra à The United Mine Workers of America, district 50, Division canadienne de chimie, 74, rue King est, Toronto, la somme de toutes telles déductions, pas plus tard que sept (7) jours après la date à laquelle elles ont été faites, avec une liste de tous les employés à même les gages.

Article III.

COOPERATION (suite)

desquels telles déductions ont été faites, aussi bien qu'une liste des employés, qui, depuis la date de la dernière remise à l'Union, ont retiré leur autorisation à la Compagnie.

Article IV.

PAS DE DISCRIMINATION

Ni la Compagnie, ni l'Union, ni quelqu'un de leur part, ne devront user de discrimination, d'intimidation, d'ingérence, de contrainte, de coercition ou tentatives de coercition vis-à-vis d'un employé exerçant son droit de négocier collectivement par l'entremise de représentants de son choix.

Cependant, durant les heures de travail, nul employé ne s'adonnera aux affaires de l'union, sauf tel qu'il est expressément parmis par la présente convention.

Article V.

REPRESENTATION

(a) L'Union élira, de temps à autre, quatre (4) préposés attachés chacun à un département, et dont l'un sera le préposé en chef, et la Compagnie convient de les reconnaître comme tels. L'Union devra transmettre par écrit à la Compagnie les noms de ces préposés et la date à laquelle leur élection prend effet. Il est convenu qu'un préposé pourra, après avoir consulté son surveillant à ce sujet, s'absenter de son travail régulier pendant une période de temps raisonnable durant ses heures de travail, sans perte de temps ou de salaire, afin de faire enquête sur les griefs qui peuvent surgir dans son département et les régler.

(b) L'Union élira un Comité de Négociation de l'Union, composé de pas plus de cinq (5) employés, que la Compagnie convient de reconnaître comme tel.

Le Comité de Négociation de l'Union aura le droit de rencontrer le ou les représentants nommés par la Compagnie, à une date et à une heure déterminées, au moins une fois par mois. Les membres du Comité, s'ils doivent interrompre leurs heures de travail régulier pour assister à ces assemblées, recevront plein salaire pour la partie de leur journée de travail qu'ils consacreront à cette fin. Il est entendu que United Mine Workers, district 50, Division canadienne de chimie, pourra déléguer un représentant à ces assemblées.

Article VI

HEURES DE TRAVAIL

(a) La journée normale de travail pour tous les employés, excepté les chauffeurs de bouilloires et certains employés mentionnés au paragraphe (c) du présent Article, sera de neuf (9) heures du lundi au jeudi inclusivement et de huit (8(heures le vendredi.

(b) La journée normale de travail pour les chauffeurs de bouilloires sera de huit (8) heures six (6) jours par semaine.

(c) La journée normale de travail, pour pas plus de trois (3) hommes dans l'entrepôt des produits finis et pour pas plus de trois (3) hommes dans le département du broyage et du mélange, sera de huit (8) heures cinq (5) jours par semaine et de quatre (4) heures une journée par semaine.

Article VI.

HEURES DE TRAVAIL (suite)

(d) La Compagnie s'engage à communiquer à l'Union tout projet de changement des heures de travail et à le discuter avec elle avant qu'il n'entre en vigueur, si la Compagnie prévoit que ce changement durera plus de deux (2) semaines.

(e) Il est entendu qu'un employé devra être à son poste, prêt à commencer son travail, dès le début de sa journée de travail.

(f) La Compagnie s'engage à communiquer au préposé attaché à un département donné tout projet de transfert des employés de ce département ou de changement de leurs heures de travail et elle convient de discuter ce projet avec le préposé intéressé, avant qu'il n'entre en vigueur, s'il est de nature à affecter la majorité des employés de ce département.

(g) La Compagnie fixera pour tous les employés deux (2) périodes de repos de dix (10) minutes chacune pendant leur journée normale de travail.

(h) Chaque employé aura droit, pour sa toilette, à cinq (5) minutes avant l'heure du lunch et à dix (10) minutes avant la fin de sa journée de travail. Les préposés aux broyeurs à billes, aux chaudières à lessives et au mélange des pâtes de couleurs auront droit à cinq (5) minutes additionnelles à la fin de leur journée de travail.

Article VII.

TEMPS SUPPLEMENTAIRES ET AUTRES ALLOCATIONS

(a) Tout employé sera payé au taux d'une fois et demie ses gages réguliers pour toute heure de travail fournie au-delà de la journée normale de travail.

(b) Tout employé sera payé au taux de deux fois ses gages réguliers pour tout travail qu'il sera requis d'accomplir durant sa journée régulière de repos. Il est entendu que, sauf pour les chauffeurs de bouilloires, la journée régulière de repos sera le dimanche.

(c) Tout employé sera payé au taux d'une fois et demie ses gages réguliers pour tout travail qu'il sera requis d'accomplir le Vendredi-Saint, la fête de la Reine Victoria, la fête de St-Jean-Baptiste, la fête du Dominion et le jour d'Action de Grâces.

(d) Sauf les dispositions du second paragraphe de la présente clause, tout employé sera payé aux taux de ses gages réguliers, sur la base de ses heures normales de travail habituelles, le jour où tombent le jour de l'An, la Fête du Travail et Noel, qu'il travaille ou non tels jours de fête.

Un employé n'aura cependant pas droit à être ainsi payé:

(i) s'il ne travaille pa tels jours de fête bien qu'il en ait été requis ou bien qu'il ait été désigné pour le travail ces jours-là;

(ii) s'il est absent sans raison suffisante la journée qui précède ou suit immédiatement tels jours de fete durant laquelle il aurait dû travailler;

(iii) si tels jours de fête tombent durant ses vacances ou durant un congé non payé;

(iv) s'il n'est pas un employé régulier, d'après les Règles de Service de la Compagnie.

(e) Tout employé qui travaille un des jours de fête mentionnés au paragraphe (d) sera de plus payé au taux de ses gages réguliers pour toute heure de travail ainsi fournie.

Article VII.

TEMPS SUPPLEMENTAIRES ET AUTRES ALLOCATIONS (suite)

(f) Si, par décret, statut ou entente entre les parties, la célébration d'aucun des jours de fête mentionnés aux clauses (c) et (d) est remise à un autre jour, cet autre jour sera censé être le jour de ladite fête pour les fins du présent Article VII.

(g) Tout employé sommé par la Compagnie de se présenter à ladite Usine pour travailler en dehors de ses heures nromales de travail sera payé pour un minimum de deux (2) heures au taux d'une fois et demie ses gages réguliers, même s'il travaille moins de deux (2) heures.De plus, on lui paiera une allocation égale à deux (2) heures de travail au taux de ses gages réguliers pour ses frais de déplacement.

(h) Toutes les fois que la Compagnie changera les heures normales de travail d'un employé, c'est-à-dire, quand elle en changera le début et la fin, cet employé sera payé au taux d'une fois et demie ses gages réguliers pour sa première journée de travail suivant ce changement, à moins que la compagnie ne lui ait donné d'avance au moins vingt-quatre (24) heures d'avis de ce changement.

(i) Nonobstant les dispositions du présent article VII, le temps supplémentaire d'un employé ne lui sera pas payé au taux d'une fois et demie ses gages réguliers si, avec la permission de son contremaître, il travaille pendant ce temps supplémentaire à sa propre demande ou à la suite d'une entente spéciale avec un ou plusieurs autres employés désireux de changer ou d'échanger leurs heures de travail.

Article VIII.

GAGES- CLASSIFICATION

(a) C'est la Compagnie qui fera la classification des employés. La Compagnie convient de reconsidérer avec l'Union cette classification quand elle en sera requise par l'Union.

(b) Un employé pourra en aucun temps discuter, avec son surveillant, la question de sa classification; cependant, la Compagnie ne sera pas tenue de considérer une demande de changement de classification d'un employé, à moins que cette demande ne lui ait été présentée dans les trente (30) jours suivant la date de la classification ou du changement de classification dont cet employé se plaint.

(c) La classification de tous les emplois et l'échelle des taux sont indiqués dans la cédule "A" annexée à la présente convention; cette cédule fait partie de la présente convention et est signée par les parties pour fins d'identification.

(d) Si un employé est requis de travailler plus d'une demi-journée à un emploi d'une classification comportant un taux de gages supérieur à celui de la classification sous laquelle il apparaît à la liste de paie, il sera payé suivant ce taux plus élevé. Si un employé est requis de travailler à un emploi d'une classification comportant un taux de gages inférieur à celui de la classification sous laquelle il apparaît à la liste de paie, on devra lui assigner une nouvelle classification au début de la troisième semaine, ou avant.

Article IX.

ANCIENNETE

(a) Un employé aura droit au statut d'ancienneté après un (1) mois d'emploi continu au service de la Compagnie.

Article IX.

ANCIENNETE (Suite)

(b) Si une mise-à-pied, un transfert ou tout autre réajustement s'impose parmi le personnel et les employés susceptibles d'être affectés par une telle mesure ont des aptitudes égales, c'est l'ancienneté qui doit décider lesquels de ces employés devront être déplacés. La Compagnie s'engage à discuter avec l'Union les graves inconvénients qu'un employé pourrait subir à la suite de la prétendue injustice d'une telle mesure.

(c) Pour les fins de la présente convention, l'ancienneté s'accumulera pendant toute la période durant laquelle un employé aura été sur la liste de la paie de la Compagnie et se perdra lors de la terminaison de l'emploi. L'ancienneté ainsi accumulée ne sera cependant pas perdue si telle terminaison est due à une mise-à-pied, pourvu qu'il ne soit pas écoulé plus de douze (12) mois entre la date de la terminaison pour telle raison et la date du ré-engagement.

(d) La Compagnie s'engage à afficher des lsites indiquant le status d'ancienneté de chaque employé et à fournir copie à l'Union.

(e) La Compagnie convient de modifier les listes d'ancienneté, de temps à autre, et d'y corriger toute erreur dont l'Union ou tout employé lui fournita la preuve. Le status d'ancienneté d'un employé ne sera en aucun cas changé sans que l'Union ait d'abord été consultée.

(f) La Compagnie convient de maintenir le système d'annonce des emplois privilégiés inclus dans la Cédule "A", en affichant des avis sur les tableaux d'affichage pour faire part des vacances dans ces emplois et solliciter des demandes d'engagement. Les demandes d'emploi reçues en réponse à tel affichage seront considérées par un Comité de quatre (4) membres, dont deux (2) nommés par la Compagnie et deux (2) par l'Union; ce Comité transmettra ses recommandations à la Compagnie au sujet du choix des candidats.

Article X.

SECURITE ET SANTE

(a) La Compagnie continuera de prendre des dispositions raisonnables pour la sécurité et la santé des ses employés durant leurs heures de travail. De plus, la Compagnie fournira elle-même à ses employés tous vêtements et appareils protecteurs dont elle exige l'emploi et tout autre équipement qu'elle croit nécessaires pour leur éviter des accidents.

(b) Si, pour leur assurer plus de protection, la Compagnie recommande à ses employés de se munir d'autres articles protecteurs qu'elle ne leur fournit pas gratuitement, elle les mettra à leur disposition au prix coûtant.

Article XI.

CONGEDIEMENTS

La Compagnie s'engage à aviser l'Union par écrit de la raison du congédiement de tout employé. Tout congédiement peut être dicuté comme un grief. Au cas où un employé serait congédié mais que, après enquête, on lui redonnerait son emploi, on devra lui payer le temps perdu par suite de tel congédiement, en se basant sur les heures de sa journée normale de travail.

Article XII.

PROCEDURE APPLICABLE AU REGLEMENT DES GRIEFS

(a) S un employé ou un groupe d'employés désirent discuter avec la Compagnie et régler tut différend, grief ou mésentente (ci-après appelés "Grief") relatifs

Article XII.

PROCEDURE APPLICABLE AU REGLEMENT DES GRIEFS (suite)

à la classification des emplois, aux gages, à l'ancienneté, aux heures ou aux autres conditions de travail, voici quelle sera la procédure à suivre:

(1) L'Employé intéressé devra soumettre son grief directement à l'assistant surveillant de son département ou, s'il s'agit d'un département ou il n'y a pas d'assistant surveillant, au surveillant lui-même, sauf quand cet employé croit ne pas pouvoir exposer ou expliquer convenablement ses difficultés à son assistant surveillant ou à son surveillant;

(2) Si l'assistant surveillant ou le surveillant ne règle pas le grief dans un délai de quarante-huit (48) heures après que ce grief lui a été soumis, ou si l'employé estime être incapable d'exposer ou d'expliquer convenablement ses difficultés à l'assistant surveillant ou au surveillant, il sera loisible à cet employé de les soumettre au préposé élu pour représenter son département et ce préposé devra, accompagné dudit employé, soumettre la question à l'assistant surveillant ou au surveillant et lui présenter un résumé écrit du grief;

(3) Si l'assistant surveillant ou le surveillant ne règle pas le grief à la satisfaction de l'employé dans un délai de quarante-huit (48) heures après qu'il lui a été soumis en vertu du paragraphe (1), l'employé intéressé et le préposé devront soumettre la question directement au surintendant de la production;

(4) Si le grief n'est pas réglé dans un délai de quarante-huit (48) heures après cette discussion avec le surintendant, le préposé intéressé et le préposé en chef devront soumettre au Comité de Négociation de l'union un exposé écrit du grief en question et en remettre une copie à la Compagnie. Il sera alors loisible au Comité de Négociation de l'Union d'en discuter avec la Compagnie durant les heures de travail.

(b) Toute décision en règlement d'un grief adoptée à la suite d'une entente entre le ou les représentants de la Compagnie et le Comité de Négociation de l'Union sera constatée par écrit; telle décision sera finale et liera la Compagnie et l'Union.

(c) Nulle disposition de la présente convention ne sera censée enlever à un employé le droit d'exposé tout grief personnel à la Compagnie.

(d) Les détails prévus dans le présent Article XII ne comprendront pas les dimanches et les jours fériés mentionnés à l'article VII (c) et (d) de la présente convention.

Article XLII.

ARBITRAGE

(a) Tout grief ou différend entre la Compagnie et l'Union ayant trait à l'interprétation ou la transgression d'un article de la présente convention pourront a défaut de règlement à l'amiable, être soumis, à l'instigation de l'une ou l autre des parties, à un comité d'arbitrage dans un délai raisonnable de la survenance de ce grief ou de ce différend.

(b) Le Comité d'arbitrage se composera d'un représentant de chacune des parties et d'un président. Au cas d'arbitrage, une ou l'autre des parties devra aviser l'autre partie par écrit de son intention de soumettre le différend à l'arbitrage par un comité d'arbitrage, nommer son représentant et requérir l'autre.

Article XIII.

ARBITRAGE (suite)

partie de se nommer un représentant dans un délai de cinq (5) jours de la réception de tel avis.

(c) Si l'une des parties fait défaut de se nommer un représentant au comité d'arbitrage au temps ou dans le délai prévus, l'une ou l'autre des parties pourra demander au Ministre du Travail du Dominion du Canada de nommer ce représentant au nom de la partie défaillante.

(d) Les représentants devront se réunir dès après leur nomination comme tels et se choisir un président. Le président et les représentants constitueront le comité d'arbitrage.

(e) Si les représentants font défaut de s'entendre sur le choix d'un président dans un délai de cinq (5) jours, les représentants des parties, ensemble ou séparément, pourront demander au Ministre du Travail du Dominion du Canada de nommer le président du comité d'arbitrage.

(f) Après qu'il aura été constitué de la façon indiquée ci-haut, le comité d'arbitrage au complet devra se réunir, entendre la preuve offerte par chacune des parties et rendre une décision dans les sept (7) jours suivant l'audition de la preuve.

(g) Les délais mentionnés dans le présent Article XIII ne comprendront pas les dimanches et les jours fériés mentionnés dans l'Article VII (c) et (d) de la présente convention.

(h) La décision de la majorité du comité d'arbitrage sur le litige sera finale et liera les deux parties; cependant, le comité d'arbitrage n'aura, en aucun cas, le pouvoir de changer, de modifier ou d'amender la présente convention en aucune façon.

(i) Les frais et déboursés des témoins et des représentants seront assumés par la partie qui les assigne ou les nomme; les frais et déboursés du président seront payés par les parties à parts égales.

Article XIV.

FIN DE LA CONVENTION

(a) La présente convention entrera en vigueur le 15 novembre 1947 et le restera jusqu'au 14 novembre 1948.

(b) Au cours des deux mois précédant la date d'expiration de la présente convention, chacune des parties pourra, après avis écrit de dix (10) jours francs à l'autre partie, requérir cette dernière d'entamer des négociations en vue de renouveler la convention; les deux parties devront alors entreprendre les négociations de bonne foi et faire tout leur possible pour conclure un tel renouvellement.

(c) La partie qui donne l'avis mentionné au paragraphe (b) qui précède devra en même temps soumettre par écrit à l'autre partie les modifications qu'elle propose à la présente convention, ainsi que ses raisons à l'appui. La partie qui reçoit l'avis devra faire de même dans les dix (10) jours de la réception dudit avis.

Article XV.

AVIS

Les avis prévus par les Articles XIII et XIV devront être donnés par écrit et seront suffisants s'ils sont adressés sous pli recommandé au Président de l'Union, pour cette dernière, et au Gérant de ladite Usine, pour la Compagnie.

censés

United Mine Workers of America
Division Canadienne de Chimie
District 50
Local 13022

Canadian Industries Limited

R. Galarneau

.....
Président

W. E. Denmark

.....
Gérant de l'Usine- Usine de Peintures et Vernis de Montréal

G. Boisvert

.....
Représentant Spécial

Russell Smith

.....
Secrétaire

CEDULE "A"

Loi No.	Titre	Taux tel qu'évalué	Taux à l'heure
	HOMMES		
M- 8	Nettoyeur	39	79
17	Préposé à l'étiquetage à la machine	48	
5	Opérateur de chaudière à lessive	52	84
12	Préposé à l'emplissage des émaux	52	
15	Préposé aux essais de laboratoire	52	
20	Préposé à la réparation des barils	52	
14	Préposé à l'assemblage	53	
29	Préposé au remplissage	53	
9	Préposé à l'empaquetage	54	
37	Préposé à l'assemblage et à l'empaquetage	54	
39	Opérateur de machine pour l'emplissage automatique	58	
4 & 36	Préposé aux broyeurs- 5 & 3 rouleaux	61 & 66	83
31	Distributeur F.G.	63	
13	Camionneur d'entrepôt R.M.	65	
35	Préposé aux broyeurs- 1 rouleau	67	
33	Préposé aux broyeurs à billes	67	
25	Technicien de laboratoire	68	
34	Préposé au broyeur Burhstone	69	
22	Préposé aux entrepôts R.M.	70	
1 & 2	Préposé aux mélanges des pâtes	71	93
3	Paste Mill Base Reducer	71	
21	Préposé au chargement et à la réception F.G.	71	
38	Chauffeur de bouilloires (de nuit)	78	
27	Préposé à l'emplissage et à la réduction	79	
11	Vérificateur de la viscosité et des teintes	81	99
23	Chauffeur de bouilloires (de jour)	84	
19	Préposé à l'entretien	93	1.12
28	Préposé au chargement et à la réduction du vernis	98	
18 & 7	Préposé à la cuisson du vernis	100	
	Chefs de groupes		1.02
	FEMMES		
M-6	Préposées à l'étampage des couvercles	33	59
30	Préposée à l'étiquetage à la main F.G.	30	
16	Préposée à l'étiquetage à la main E.G.	43	63
24	Préposée à l'étiquetage à la main F.C.	45	73
10	Préposée à la ploycopie	49	76
26	Préposée à l'emplissage des petits pots	52	

Les employés recevront une prime de cinq cents par heure pour le travail effectué pendant les quarts réguliers multiples ou fixes, commençant entre trois heures de l'après-midi et trois heures du matin.

CEDULE "A" (suite)

Cette prime devra être ajoutée aux taux alors en vigueur, mais elle devra apparaître séparément desdits taux. Cette prime devra être ajoutée après le calcul du temps supplémentaire, pas avant.

United Mine Workers of America,
District 50, Division Canadienne de Chimie,
Local 13022

Canadian Industries Limited.

R. Galarneau
Président

W. E. Denmark
Gérant de l'Usine- Usine de Peintures et Vernis de Montréal.

G. Boisvert
Représentant Spécial

Russell Smith
Secrétaire

CEDULE "B"

A: Canadian Industries Limited,

Usine des Peintures et Vernis,

6930, Avenue Clanranald, Montréal, Qué.

Je vous enjoins et autorise par les présentes à déduire des gages qui me seront payables ci-après le premier jour de paie régulier de chaque mois de calendrier, pour toute la durée de la Convention du 15 novembre, 1947, entre votre Compagnie et le local 13022 de la Division Canadienne de Chimie, District 50, United Mine Workers of America, la somme de $1.50 pour couvrir mes cotisations de membre de ladite Union. Veuillez remettre la somme ainsi déduite à la Division Canadienne de Chimie, District 50, United Mine Workers of America, 74 rue King, est, Toronto, pas plus tard que sept (7) jours après telle déduction.

Cette autorisation entrera en vigueur sept (7) jours après que vous l'aurez reçue et le demeurera jusqu'à l'expiration de sept (7) jours après que vous aurez reçu avis écrit de ma part y mettant fin.

Date _____ Signature _____

Témoin _____ Adresse _____

CEDULE "C"

A: Canadian Industries Limited,
Usine des Peintures et Vernis,
6930, avenue Clanranald, Montréal, Québec.

Je vous avise par les présentes que j'annulle l'autorisation écrite que je vous donnais en date du .....de déduire des gages qui me sont payables le premier jour de paie de chaque mois de calendrier, et de transmettre à la Direction Canadienne de Chimie, District 50, United Mine Workers of America, la somme de $1.50 pour couvrir mes cotisations de membre de ladite Union.

Le présent avis prendra effet sept (7) jours après que vous l'aurez reçu.

_____ _____
Date Signature

_____ _____
Témoin Adresse

Extension of Collective Agreement

This agreement entered into in quintuplicate this 6th day of November 1954,

BETWEEN: CANADIAN INDUSTRIES (1954) LIMITED, hereinafter called the "Company" a corporation having an office at Cote St Luc. Que. and herein acting with respect only to its Montreal Paint and Varnish Works.

AND: LOCAL 13022, DISTRICT 50 UNITED MINE WORKERS OF AMERICA, hereinafter called the UNION.

WITNESSETH THAT the Company and the Union hereby agree that the collective labour agreement between them dated 23rd december, 1953, which was due to expire on December 6th, 1954, shall continue in full force and effect until March 6th., 1954, or until a new collective labour agreement applicable to the same bargaining unit has been completed between the parties hereto, whichever date occurs first, subject however to concellation at any time prior thereto by either party on fourteen (14) days' notice in writing. This present agreement shall be attached to and form part of the said agreement of 23rd december 1953.

CANADIAN INDUSTRIES (1954) LIMITED

Unreadable.
Works Manager.
Montreal Paint and Varnish Works.

LOCAL 13022, DISTRICT 50,
United mine Workers of America,

James Walker.
President

19/3731A

19/3731A

AGREEMENT entered into in quintuplicate this 13th Day of November, 1953.

BETWEEN: CANADIAN INDUSTRIES LIMITED, a corporation having an office at Cote St. Luc, Que., and herein acting with respect only to its Montreal Paint and Varnish Works, hereinafter called the "COMPANY",

AND: LOCAL 13022, DISTRICT 50, THE UNITED MINE WORKERS OF AMERICA, hereinafter called the "UNION".

WITNESSETH THAT the Company and the Union hereby agree that the collective labour agreement between them dated 15th November, 1952, which was due to expire on 14th November, 1953, shall continue in full force and effect until 31st January, 1954, or until a new collective labour agreement applicable to the same bargaining unit has been completed between the parties hereto, whichever date occurs first, subject however to cancellation at any time prior thereto by either party on fourteen (14) day's notice in writing. This present agreement shall be attached to and from part of the said agreement of 15th November, 1952.

CANADIAN INDUSTRIES LIMITED,

Unreadable
Works Manager,
Montreal Paint & Varnish Works

UNITED MINE WORKERS OF AMERICA,
Local 13022, District 50,

James Walke
President.

G. BOISVERT
Special Representative.

19/22