

1946-47

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A G R E E M E N T B E T W E E N

DARLING BROTHERS, LIMITED and INTERNATIONAL ASSOCIATION OF MACHINISTS.

1. PARTIES TO THIS AGREEMENT SHALL BE:

DARLING BROTHERS, LIMITED, hereinafter referred to as the Company
of the first part

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS, LODGE 631, hereinafter referred
to as the Union
of the second part.

2. RECOGNITION:

Pursuant to the above Union being certified as the bargaining agent for the Machine and Fitting Shop employees of the above Company, the Company agrees to recognize the Union as the sole and exclusive bargaining agent for such employees in accordance with the representative certificate issued by the Department of Labour of the Province of Quebec.

3. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees and to provide an amicable and equitable method of settling any differences or grievances that might arise and to ensure the smooth and efficient operation of the shop without interruption during the life of this Agreement.

4. DISCRIMINATION:

The Company agrees that there shall be no discrimination against any employee by reason of his belonging to the Union or for his action as an officer or committeeman.

It is agreed that except for meetings with the Management, there shall be no discussion regarding Union matters during working hours.

5. WORKING HOURS:

The standard working hours shall be 42-1/2 hours per week consisting of 8-1/2 hours per day Monday, Tuesday, Wednesday, Thursday and Friday. The starting and stopping time shall be arranged between the Company and the Shop Committee of the Union.

Late starting shall be penalized to the amount of 15 minutes for lateness, in excess of 3 minutes of each quarter hour, i.e., for lateness from 4 to 18 minutes. The penalty shall be 15 minutes; from 19 to 33 minutes, one-half hour. Late starting up to one-half hour shall not be taken into account in the calculation of overtime. Any employees starting more than one-half hour late shall be required to work the Standard Working Hours before his overtime becomes effective.

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Five (5) minutes will be allowed to employees before the end of each shift for washing up.

6. OVERTIME:

Time worked in excess of Standard Working Hours in any one shift shall be considered as overtime.

Overtime in the shop shall be paid for at the rate of time-and-one-half until 12-1/2 hours have been worked on any one shift and thereafter at the rate of double time until the employee has had a break of at least eight (8) consecutive hours.

Service and repair work outside the shop shall be paid for at the rate of double time after 9.00 P.M. regardless of the time that such work started.

Double time shall be paid for all time worked on the following Statutory Holidays: NEW YEARS DAY, GOOD FRIDAY, VICTORIA DAY, ST. JEAN BAPTISTE DAY, DOMINION DAY, LABOR DAY, THANKSGIVING DAY and CHRISTMAS DAY, and on all Sundays. The double time period shall begin with the regular starting time of the day shift and shall be in effect for the following 24 hours.

Any day declared by statute or decree to be observed as one of the above holidays because such holiday would fall on a Sunday, shall be paid for at the rate of double time.

In no case will the overtime be more than double time, including the payment for statutory holidays.

It is understood that overtime shall be optional. However, the continuous refusal to work overtime without valid reasons shall be cause for dismissal.

7. PAYMENT FOR STATUTORY HOLIDAYS:

Provided that the employee has worked for the Company for a period of three months or more, the following Statutory Holidays shall, if not worked, be paid for at the rate of straight time:

NEW YEARS DAY, GOOD FRIDAY, VICTORIA DAY, ST. JEAN BAPTISTE DAY, DOMINION DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY.

To qualify for this holiday pay the employee must work on the last working day before the said holiday, and on the first working day after the said holiday, unless prior permission has been granted or valid reasons are given to the Company for his absence. An employee who has been away from work due to sickness for more than two weeks immediately prior to a Statutory holiday, will not be paid for such holiday.

8. VACATIONS WITH PAY:

The Company agrees to grant vacations with pay as follows:

Employees with less than one year of service will be granted vacations in accordance with Ordinance #3.

Employees with one year's service or more shall be granted one week's vacation with pay.

Employees with three (3) years service or more shall be granted two weeks vacation with pay.

Employees with twenty (20) years service or more shall be granted three weeks vacation with pay.

All vacation pay shall be calculated in accordance with Ordinance #3.

9. RATING:

The Rating of the employees in accordance with the classifications in this agreement shall be done by the Company. In case of disagreement over any classification and rating the employee shall be given the opportunity to show whether or not he can qualify for the classification and rating which he believes he deserves, provided a vacancy in such occupational classification occurs.

With the employee's consent, the Company may place him on trial for a higher classification with the understanding that he will be reclassified as soon as he proves competent.

If for any reason an employee should become unable to do his designated work efficiently, it is understood that he may be re-rated in accordance with his ability rather than be discharged.

10. CLASSIFICATION AND WAGE RATES:

All wage rates shall be increased by two cents (2¢) per hour effective November 1, 1954, and shall be further increased by three cents (3¢) per hour effective November 1, 1955.

Classification and wage rates for the period November 1, 1954, to October 31, 1955, shall be as shown in Schedule A-4 of this Agreement, and for the period November 1, 1955, to October 31, 1956, shall be as shown in Schedule A-5 of this Agreement.

11. NOTICES:

The Union shall have the right to post its notices on a bulletin board in a central location in the plant, said location to be mutually agreed upon by the Company and the Union.

Such notices shall be restricted to: Notices of Union Meetings, Notices of Union Appointments and Results of Elections.

All notices to be submitted to the Company before posting.

12. SAFETY AND HEALTH:

The Company will continue to make reasonable provisions for the safety and health of its employees during working hours. Such devices as the Company requires to be worn and other equipment which, in the opinion of the Company, is necessary for the safety and protection of the employees shall be provided by the Company.

13. LEAVE OF ABSENCE:

Any delegations of the Union not to exceed three in number shall be given leave of absence without pay for the transaction of Union business.

14. DISCHARGE:

In case an employee is discharged for misconduct, the Shop Committee shall be notified before the employee leaves the shop, and if in the opinion of the Shop Committee an injustice has been done, the case shall be taken up as a grievance.

15. SENIORITY:

Seniority of each employee covered by this agreement shall be established after a probationary period of three (3) months and if the employee is retained in the service of the Company after that date, he shall be given seniority as from the date of hiring.

In all cases of lay-off, the employees shall be listed in the order of length of service, the last man hired at the bottom of the list, proceeding upwards from the bottom of the list the following factors shall then be considered:

(1) Ability, Dependability.

(2) Length of Service.

In case of equally qualified employees, the total length of service will be the determining factor.

When employees covered by this agreement are to be laid off, the Shop Committee shall be notified forty-eight (48) hours before said lay-off becomes effective.

Employees laid off in one department shall, if qualified, be given the opportunity to take any vacancy that may exist in another department, it being understood that the employee taking such vacancy shall also take the wage rate applying to same.

In recalling employees to work after a lay-off, they shall be recalled in the reverse order to which they were laid off, and must return to work within five (5) days if unemployed and within ten days if employed.

Any employee failing to comply with the above shall be considered to have voluntarily left the Company's service.

The Company shall rely on the last address of the employee as shown on the Company's records.

Employees previously laid off and rehired to the same job shall retain their classification and their seniority shall be computed.

16. SETTLEMENT OF DISPUTES:

Any dispute arising out of this agreement or otherwise, shall be dealt with by the Company and the Shop Committee at any time convenient to the parties concerned, and shall be during working hours. If either party deems it necessary, a senior officer of the Union may be called in on such matters.

Any employee who considers he has a grievance under this agreement shall take the matter up with his immediate superior; in the event a satisfactory adjustment is not made, he shall then take the case to the Shop Committee.

The Shop Committee shall first make an investigation and if, in its opinion, the case is worthy of further consideration, they shall then take it to the Shop Superintendent or a representative designated by him. If no agreement has been reached between the Shop Superintendent and the Shop Committee, the grievance will then be submitted in writing and the matter will be discussed between the Company representative and the Shop Committee. All decisions shall be retroactive to the date the grievance was submitted.

All decisions arrived at by the Company and the Union shall be final and binding on both the Company and its employees covered by this Agreement.

If a settlement cannot be reached by the above procedure, the dispute shall be referred to Conciliation and Arbitration in accordance with the Labour Relations Act of the Province of Quebec.

During the life of this agreement, the Company agrees not to engage in a lockout against its employees and the Union agrees not to sanction a strike, slow-down or work stoppage against the Company.

17. UNION SHOP AND CHECK-OFF:

Any employee who is now a member of the Union party to this agreement, or who after this date becomes a member or is reinstated as a member of the Union, shall as a condition of continued employment maintain such membership in good standing.

A new employee who is not a member of the Union party to this agreement shall join the Union within ninety (90) days, plus seven (7) days grace, of the date of employment unless temporarily employed for a stated period. However, as soon as he becomes a regular employee, he will become and remain a member in good standing of the Union.

The Company agrees to deduct monthly from earned wages and to remit to the Union the monthly dues of those employees to whom this agreement applies and who individually authorize such a deduction in writing.

Renewal and termination of the check-off for any employee is subject to the terms of this agreement as described in paragraph #18 immediately following:

18. RENEWAL AND TERMINATION:

This agreement shall be effective as of November 1, 1954, and shall remain in effect for a period of two years unless changed by mutual consent of the parties signatory hereto.

It shall remain binding for a further period of one year unless either party shall have given the other written notice of termination of the agreement not more than sixty (60) days and not less than thirty (30) days prior to the termination date of any yearly period.

During full negotiations all clauses of this agreement shall remain in force.

Dated at Montreal, P.Q., this 3rd day of March, 1955.

FOR THE COMPANY:

Edward Darling

President

A. B. Darling

Vice-President & General Manager

FOR THE UNION:

Arthur Piche

Rene Labelle

Arthur Cholette

M. Woodhall

Roger Titus

Jean J. Joly Business Rep.

SCHEDULE "A-4"

NOVEMBER 1, 1954

CLASSIFICATION MINIMUM RATES OF PAY

GROUP I. JOURNEYMEN

A Journeyman is one who has served an apprenticeship or has satisfied the Company as to his experience and ability, and is competent to perform the operations of his trade without direction from others.

(a) Toolmaker - Machinist	\$1.72½
(b) Fitters	
Machinists	\$1.61
Welders	
Blacksmiths	

<u>GROUP 2. PRODUCTION WORKERS</u>	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>
Turret Lathe Work, Grade "A"	\$1.61	\$1.53½	\$1.48½
" " " " "B"	1.54½	1.43½	1.43
" " " " "C"	1.48½	1.43	1.26

<u>GROUP 3.</u>	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>
Radial Drill Operators			
Engine Lathe Operators	\$1.53½	\$1.43	\$1.36½
Milling Machine Operators			
Shaper Operators, Etc.			

<u>GROUP 4.</u>	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>
(a) Assemblers	\$1.53½	\$1.43	\$1.34½
(b) Skilled Helpers	1.29½	1.24	1.21
(c) Helper-Labourers	1.17½	1.15½	

NCTE: Helper-Labourers Group 4 (c) II, shall be promoted to Class I within three months time, or shall be discharged.

<u>GROUP 5.</u>	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>
Shop Clerks	\$1.39	\$1.30½	\$1.21

GROUP 6. - APPRENTICES:

	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
1st Six Months	.87	.98	1.10	1.27	1.38
2nd Six Months	.93	1.04	1.15	1.32½	1.44

Apprentices shall be between the ages of 16 and 23 years, and shall serve a period of Five (5) years. All apprentices shall be given every opportunity available in the Shop for their education and application, in order that they may become competent tradesmen. On completion of his apprenticeship, the apprentice shall be given a certificate, certifying that he is a competent tradesman.

SCHEDULE "A-5"

NOVEMBER 1, 1955

CLASSIFICATION

MINIMUM RATES OF PAY

GROUP I. JOURNEYMEN.

A Journeyman is one who has served an apprenticeship or has satisfied the Company as to his experience and ability, and is competent to perform the operations of his trade without directions from others.

(a) Toolmaker-Machinist	\$1.75½
(b) Fitters	
Machinists	1.64
Welders	
Blacksmiths	

GROUP 2. PRODUCTION WORKERS.

	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>
Turret Lathe Work, Grade "A"	\$1.64	\$1.56½	\$1.51½
" " " " "B"	1.57½	1.51½	1.46
" " " " "C"	1.51½	1.46	1.29

GROUP 3.

	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>
Radial Drill Operators			
Engine Lathe Operators	\$1.56½	\$1.46	\$1.39½
Milling Machine Operators			
Shaper Operators, Etc.			

GROUP 4.

	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>
(a) Assemblers	\$1.56½	\$1.46	\$1.37½
(b) Skilled Helpers	1.32½	1.27	1.24
(c) Helper-Labourers	1.20½	1.18½	

NOTE: Helper-Labourers Group 4 (c) Class II, shall be promoted to Class I within three months time, or shall be discharged.

GROUP 5. Shop Clerks

<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>
\$1.42	\$1.33½	\$1.24

GROUP 6. - APPRENTICES:

	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
1st Six Months	.90	1.01	1.13	1.30	1.41
2nd Six Months	.96	1.07	1.18	1.35½	1.47

Apprentices shall be between the ages of 16 and 23 years, and shall serve a period of Five (5) years. All apprentices shall be given every opportunity available in the Shop for their education and application, in order that they may become competent tradesmen. On completion of his apprenticeship, the apprentice shall be given a certificate, certifying that he is a competent tradesman.

GA 231

Montreal, december 3 1954.

Memorandum of agreement, amending agreement dated January 5, 1954,
between DARLING BROTHERS. LIMITED, Montreal, Quebec, and INTERNATIONAL
MOULDERS' AND FOUNDRY WORKERS UNION OF NORTH AMERICA.

It is hereby agreed that the existing agreement will be renewed for a
further period of one year, that is, until November 2, 1955, with the
addition of the following re-opening clause.

RE OPENING CLAUSE:

At any time during the life of the agreement, and on 30 days notice,
the Union shall have the right to re-open the agreement to negotiate
wage rates only.

FOR THE COMPANY:

President

A.B. Darling
Vice-president & General Manager.

L. LaBarre, supt.

FOR THE UNION:

Ry. Menary, v.p.

B. Blanchelette

J.E. Monton

G. Gagné

19/1198.9

November 4, 1953.

AMENDMENT TO AGREEMENT dated October 27, 1950, between
DARLING BROTHERS, LIMITED, and INTERNATIONAL ASSOCIATION
OF MACHINISTS, Lodge 631.

The Agreement is hereby altered.

ARTICLE 8 - VACATIONS WITH PAY. ADD-

Employees with 20 years service or more shall be granted three
weeks vacation with pay.

ARTICLE 10 - WAGE RATES:

Wage rates shall be increased for the next six months commen-
cing November 2, 1953, to the point where 42-1/2 hours work w
will earn the same pay as did 45 hours in the past. These new
rates are to be as shown in Schedule A-3 attached, which shall
become part of this Agreement.

RE-OPENING CLAUSE:

At the end of the six months period from November 2, 1953, to
April 30, 1954, this Agreement may be re-opened by either party
to negotiate the number of hours worked per week and the wage
rates, in accordance with Article 16.

FOR THE COMPANY:

Edward Darling
President.
A.B. DARLING
Vice-President.

FOR THE UNION:

Arthur Cholette
Roger Tetitus
M. Woodhall
René Labelle
Arthur Piché
Jean J. Joly
Bus. Rep.

19/2488C

231

AMENDMENT TO COLLECTIVE LABOUR AGREEMENT

between

DARLING BROTHERS, LIMITED

(hereinafter called the Company)

PARTY OF THE FIRST PART:

and

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA,

(hereinafter called the Union)

PARTY OF THE SECOND PART:

ALL CLAUSES of this contract to remain the same with the exception of the following:

8. WORKING CONDITIONS:

Change (c) Minimum rates shall be as follows:

Assistant Chief Engineman, Machine Shop	\$1.47 per hour.
Shift Enginemen	1.30 " "

9. ANNUAL HOLIDAYS:

Add - After twenty (20) years continuous service with the Company any employee of this group shall receive three (3) weeks yearly holiday with pay being computed as of 6% of his yearly earnings.

IN WITNESS WHEREOF the parties have signed this Agreement at the City of Montreal under effective date of January Fourth, in the year One Thousand Nine Hundred and Fifty-four.

DARLING BROTHERS, LIMITED.

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA

EDWARD DARLING
President.

P. DESSUREAULT

A.B. DARLING
Vice-President.

J. RIEL

.....

19/2914 B

231

AMENDMENT TO COLLECTIVE LABOUR AGREEMENT

between

DARLING BROTHERS LIMITED.

(Hereinafter called the Company)

PARTY OF THE FIRST PART.

and

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA

(Hereinafter called the Union.)

PARTY OF THE SECOND PART.

ALL CLAUSES OF THIS contract to remain the same with the exception of the following:-

8. WORKING CONDITIONS.

(Change.)

(c) Minimum rates shall be as follows:

Assistant Chief Engineman, Machine Shop	\$1.42 per hour
Shift Enginemen	1.25 " "

9. ANNUAL HOLIDAYS.

(Change.) After three (3) years continuous service with the Company any employee of this group shall receive a two (2) weeks' yearly holiday with pay being computed as of four percent (4%) of his yearly earnings.-

IN WITNESS WHEREOF the parties have signed this Agreement at the City of Montreal under effective date of January Fifth. in the year One Thousand Nine Hundred and Fifty-three.-

DARLING BROTHERS LIMITED.

E. Darling.

President.

A.-B. Darling.

Vice President & General Manager.

NATIONAL UNION OF OPERATING ENGINEERS.
OF CANADA.-

P. Dessureault.

J. Riel.-

19/2914A

Montreal, November 18, 1952.

Memorandum of Agreement amending Agreement dated October 31, 1946, between Darling Brothers, Limited, Montreal, and International Moulders' & Foundry Workers' Union of North America, Local 21, and subsequently amended December 19, 1947, November 12, 1948, January 20, 1950, October 31, 1950 and November 13, 1951.

1. Wages of hourly rated employees will be increased effective November 2nd 1952, according to the following schedule.

Foreman Coremaker.....	12¢	per	hour
Journeyman Moulders & Coremakers	11¢	"	"
Boxmaker.....	10¢	"	"
Crane Operator.....	9¢	"	"
Cupola Operator.....	9¢	"	"
Chippers.....	9¢	"	"
Labourers.....	9¢	"	"

2. Apprentice wage rates effective November 3rd, 1952, will be as follows:

	1st year	2nd year	3rd year	4th years
1st 6 months	77¢	88¢	1.09	1.30
2nd- 6 months	82¢	98¢	1.20	1.41

3. Employees with three years continuous service or more with the Company shall be granted two weeks vacation with pay.
4. As soon as practical, daily hospital benefits shall be increased by \$2.00 per day and at the same time special hospital extras shall be increased by \$20.00. The Company will continue to pay approximately one-half the cost of this insurance.
5. The Company will provide a voluntary contributory pension plan within three months or re-open negotiations for a further adjustment in wage rates.
6. Should the Coronation Day for Queen Elizabeth II be declared a statutory holiday and the general trend in our industry be to pay for this holiday, then the Company will follow suit.

SIGNED ON BEHALF OF THE COMPANY.

SIGNED ON BEHALF OF LOCAL 21,
I.W. & F.W.U. MONTREAL

Edward Darling, president

J. E. Morton

A. B. Darling,
Vice-président

G. Gagné
B. Blanchette
Arthur Laperrière
J. Green Inter Rept.

19/1198 P

Amendment to Collective Labour Agreement

Between

DARLING BROTHERS, LIMITED,

(hereinafter called the Company)

PARTY OF THE FIRST PART

And

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA

(hereinafter called the Union)

PARTY OF THE SECOND PART.

The parties hereto having signed a Collective Labour Agreement under date of January 5th, 1949, and subsequently amended under date of January 2nd, 1950, hereby consent to the following amendments.

ARTICLE 8.- "Working Conditions" shall read as follows:

A. The regular working hours shall be eight hours per day and 48 hours per week for all employees except the Assistant Chief Engineer (Machine Shop) whose regular working hours shall be 54 hours per week before overtime.

B. Time-and-one-half shall be paid for all overtime, which overtime shall be governed by paragraph A.

C.- Minimum rates shall be as follows:

Assistant Chief Engineman, Foundry.....	\$1.17 per hour
Assistant Chief Engineman, Machine Shop.....	1.17 " "
Shift Enginemen.....	1.07 " "

D. Double time shall be paid for all work done on the following holidays.

New Year, Good Friday, Victoria Day (or St. Jean-Baptiste Day)
Dominion Day, Labour Day, Thanksgiving Day and Christmas Day.

Whenever any of these holidays fall on an employee's day off, he shall receive pay for that holiday at the regular rate.

To be eligible to receive holiday pay, an employee must have worked on the scheduled day of work prior to the holiday and on the scheduled day of work after the holiday, unless such absence is permitted for one of the following reasons:

1. To attend a funeral of a member of this immediate family.
2. Due to a birth in the employee's immediate family.
3. Due to special circumstances other than sickness, which must receive prior approval of the Company.

It is agreed by both parties that all other clauses of the agreement shall remain in effect.

In witness whereof the parties have signed this amendment at the City of Montreal under effective date of January 2nd, 1951.

DARLING BROTHERS LIMITED

A. B. DARLING

NATIONAL UNION OF OPERATING ENGINEERS

J. RIEL

P. DESSUREAULT

19/1984 B.

October 31st, 1950.

Memorandum of Agreement amending Agreement dated October 31st, 1946, between Darling Brothers, Limited, Montreal, and International Moulders' and Foundry Workers' Union of North America, Local 21, and subsequently amended December 10th 1947, November 12th, 1948 and January 20th, 1950.

1. Wage rates of all Journeymen, Moulders and Coremakers will be increased by 7-1/2¢ an hour as from this date.
2. Wage rates of all other hourly rated employees except apprentices, will be increased by 7¢ an hour as from this date.
3. Wage rates for apprentice moulders and apprentice coremakers shall be as follows:

First six months	.55 per hour
Second " "	.60 " "
Third " "	.65 " "
Four " "	.75 " "
Fifth " "	.85 " "
Sixth " "	.95 " "
Seventh " "	1.05 " "
Eighth " "	1.15 " "

4. Payment for statutory holidays as previously agreed upon, will be paid even if these holidays fall on a Saturday or a Sunday, unless the ~~date~~ date of any holiday is changed by government decree, or unless otherwise mutually agreed upon.

SIGNED ON BEHALF OF DARLING BROTHERS, LIMITED
MONTREAL, QUEBEC.

OCTOBER, 31st, 1950.

A.B. Darling, President
J.C. Darling, general manager

SIGNED ON BEHALF OF LOCAL 21, I.M. &
F.W.U. MONTREAL, QUEBEC.

B. Blanchette
G. Gagné
N.G. Playward
~~XXXXXXXXXX~~
Unreadable signature

14/1198D

COPY

Amendments to Collective Labour Agreement

Between

DARLING BROTHERS LIMITED

(hereinafter called the Company)

PARTY OF THE FIRST PART

And

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA

(hereinafter called the UNION)

PARTY OF THE SECOND PART

The parties hereto having signed an amended Collective Labour Agreement under date of January 5th, 1949, hereby consent to amend the following clause 8 "Working Conditions" paragraph C. Rate of Wages, as follows:-

Assistant Chief Engineman "Foundry"	\$1.10 per hour
Assistant Chief Engineman "Machine Shop"	1.04 " "
Shift Enginemen	.94 " "

It is agreed by both parties that all other clauses of the Agreement shall remain in effect.

IN WITNESS WHEREOF THE PARTIES have signed this amendment at the City of Montreal, under effective date of January 2nd, 1950.

DARLING BROTHERS LIMITED

A. B. Darling

NATIONAL UNION OF OPERATING ENGINEERS.

L. C. Dannacker

Jules Riel Shop Steward

19/1984^a

AGREEMENT ENTERED INTO this 5th day of January, 1948.

It is hereby agreed by DARLING BROTHERS LIMITED

(hereinafter called the Company) PARTY OF THE FIRST PART.

- AND -

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA

(hereinafter called the Union) PARTY OF THE SECOND PART

THAT the following amendment be made to their Collective Labour Agreement signed at the City of Montreal on the first of November, in the year One thousand nine hundred and forty-six (1946).

CLAUSE 8, (paragraph C) To be amended as follows :

Minimum rates :

Assistant Chief Engineman " Foundry "\$0.98	per hour
Assistant Chief Engineman "Machine Shop"\$0.92	" "
Shift Enginemen.....	\$0.82	" "

The aforementioned amendments to be effective as from January 5th, 1948.

IN WITNESS WHEREOF the parties have signed this Agreement at the City of Montreal.

this fifth day of January, in the year One thousand nine hundred and forty-eight.

DARLING BROTHERS LIMITED

A.B.Darling ,Director

WITNESS

R.Ash e

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA.

T.Prézeau

WITNESS :

19/1202a

231

Montreal, November 12th, 1948.

Memorandum of Agreement amending Agreement dated October 31st, 1946, between
DARLING BROTHERS' LIMITED, Montreal, Quebec. and INTERNATIONAL MOULDERS'
FOUNDRY WORKERS' UNION OF NORTH AMERICA.

1. Wage rates of all hourly rate employees will be increased by 6¢ an hour, with the exception of the sand mixers who will be increased 5¢ an hour, and the labourers who will be increased 4¢ an hour. These increases to be retroactive to October 14th, 1948.

2. The following Statutory Holidays shall if not worked, be paid for at the rate of straight time.

NEW YEARS DAY GOOD FRIDAY LABOUR DAY AND CHRISTMAS DAY

Provided that the employee has worked for the Company for a period of 3 months or more and must work the scheduled working hours on the last working day before the said holiday, and on the first working day after the said holiday, unless prior permission is granted or valid reasons are given to the Company.

3. The Company agreed to grant vacations with pay as follows :

Employees with less than one year of service will be granted vacations in accordance with Ordinance #3.

Employees with one year's service or more shall be granted one week's vacation with pay.

Employees with five years service or more shall be granted two weeks vacation with pay.

All vacations pay shall be calculated in accordance with Ordinance #3.

4. All overtime beyond eight hours in any one day will be paid for on the basis of time and-a-half of the regular hourly rate.

5. Any employee desiring to cancel his check-off must give three clear months notice in writing to both the Company and the Union.

SIGNED ON BEHALF OF DARLING BROTHERS LIMITED.
MONTREAL. QUE.

Edward Darling
President and General Manager.

A.B. Darling
Director

SIGNED ON BEHALF OF LOCAL 21, I.M. &
F.W.U. MONTREAL. QUEBEC.

L.Gow

L.McKeown

L.Blean

C.Vachy

Robert Menary.V.P.

19/1198^h

231

January 20th 1950.

Memorandum of Agreement amending Agreement dated October 31st, 1946 between Darling Brothers, Limited, Montreal, and International Moulder's and Foundry Workers' Union of North America, Local 21, and subsequently amended December 10th 1947 and November 12th 1948.

1. Wage rates of all hourly rated employees will be increased by 3¢ an hour effective December 20th 1949
2. The following statutory holidays shall, if not worked be paid for at the rate of straight time:-

NEW YEAR'S DAY, GOOD FRIDAY, VICTORIA DAY, DOMINION DAY, LABOUR DAY
THANKSGIVING DAY AND CHRISTMAS DAY.

SIGNED ON BEHALF OF DARLING BROTHERS LIMITED.
MONTREAL QUEBEC.

January 20th 1950.

SIGNED ON BEHALF OF LOCAL "21" I.M. &
F.W.U. Montreal Québec.

A.B. Darling.
General Manager.

L.P. Low.

B. Blanchette.

S.G. Parent.

Unreadable signature.

Vice-President.

19/1198c

Montreal, November 12th, 1948.

Memorandum of Agreement amending Agreement dated October 31st, 1946, between
DARLING BROTHERS' LIMITED, Montreal, Quebec. and INTERNATIONAL MOULDERS'
FOUNDRY WORKERS' UNION OF NORTH AMERICA.

1. Wage rates of all hourly rate employees will be increased by 6¢ an hour, with the exception of the sand mixers who will be increased 5¢ an hour, and the labourers who will be increased 4¢ an hour. These increases to be retroactive to October 14th, 1948.

2. The following Statutory Holidays shall if not worked, be paid for at the rate of straight time.

NEW YEARS DAY GOOD FRIDAY LABOUR DAY AND CHRISTMAS DAY

Provided that the employee has worked for the Company for a period of 3 months or more and must work the scheduled working hours on the last working day before the said holiday, and on the first working day after the said holiday, unless prior permission is granted or valid reasons are given to the Company.

3. The Company agreed to grant vacations with pay as follows :

Employees with less than one year of service will be granted vacations in accordance with Ordinance #3.

Employees with one year's service or more shall be granted one week's vacation with pay.

Employees with five years service or more shall be granted two weeks vacation with pay.

All vacations pay shall be calculated in accordance with Ordinance #3.

4. All overtime beyond eight hours in any one day will be paid for on the basis of time and-a-half of the regular hourly rate.

5. Any employee desiring to cancel his check-off must give three clear months notice in writing to both the Company and the Union.

SIGNED ON BEHALF OF DARLING BROTHERS LIMITED.
MONTREAL. QUE.

Edward Darling
President and General Manager.

A.B. Darling
Director

SIGNED ON BEHALF OF LOCAL 21, I.M. &
F.W.U. MONTREAL. QUEBEC.

L.Gow

L. McKeown

L. Bléau

C. Vachy

Robert Menary. V.P.

19/1198^b

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Montreal, December 10th, 1947.

APPENDIX TO AGREEMENT

Between.....DARLING BROTHERS LIMITED.....

AND

International Moulders' & Foundry Workers' Union of North America.

It is hereby agreed between the parties to the dispute and as requested by the Union, that .05½¢ per hour increase will be given to the Moulders , Coremakers, Furnace Men and Crane men. These will receive an additional .02¢ per hour to replace the second week vacation. This money is to be retroactive to October 14th, 1947, with the understanding that the New Year's Day or Christmas Day will be also paid, as statutory holidays.

It is also agreed that voluntary "check off " system and revocable with a three months' notice will be established.

It is also understood that the hourly rates shall be \$1.12½ for Moulders and Coremakers, and Improvers will get an increase based on the same percentage.

SIGNED ON BEHALF OF THE SAID COMPANY

Edward Darling
President

A.B.Darling
Comptroller.

SIGNED ON BEHALF OF THE
International Moulders' & Foundry Workers' Union of North America.

L.Gow

Gaston Parent, B.A.
Local 21.

19/1198a