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LABOUR AGREEMENT

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CANADAIR LIMITED

and

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA

1954-1956

19/4228

LABOUR AGREEMENT

BETWEEN

Canadair Limited, a body politic and corporate, duly incorporated according to the Laws of the Dominion of Canada, and having its head office and principal place of business in the City of St. Laurent, in the Province of Quebec, hereinafter referred to as "the Company".

PARTY OF THE FIRST PART

and

the hourly-rated Power and Compressor Room employees of Canadair Limited, as represented by the National Union of Operating Engineers of Canada, hereinafter called "the Union".

PARTY OF THE SECOND PART.

1 - PURPOSE

It is the intention of this Agreement to maintain a harmonious relationship between the Company and its steam plant employees, to provide an amicable method of settling any differences which may arise between them and to set forth the conditions of employment to be observed between the Company and the Union.

2 - RECOGNITION

The Company recognizes that the Union has been duly certified by the Labour Relations Board of the Province of Quebec as sole bargaining agent for the hourly-rated Power and Compressor Room employees and that the Union has consequently all the rights inherent to such certification.

3 - GRIEVANCE COMMITTEE

The Union will elect or appoint "One Shop Steward" for each plant and supply the Company with the names of same, whom said Company shall then recognize. The Shop Steward shall be the person to present to the Company any grievance that may arise out of this Agreement.

4 - SETTLEMENT OF DISPUTES

Disputes or grievances shall be dealt with by the Management representatives and the Stewards in accordance with the following procedure:

A) Any question which an employee wishes to take up with the Company shall first be taken up directly by the employee, or at his option, through the Steward, with the Chief Engineman and the Chief Engineman shall render his decision within two (2) clear working days. Failing a satisfactory settlement, the matter shall be deemed to be a grievance. Any employee having a grievance shall present the grievance in writing to his Steward. An employee may present his grievance to the Steward during working hours, but, where a lengthy discussion is necessary, this shall be conducted outside working hours.

B) Any grievance arrived at in accordance with the foregoing procedure shall be dealt with by a representative authorized by the Management of the Company and the Stewards.

C) Failing settlement, the grievance shall be referred to the Industrial Relations Manager by the Stewards for negotiation and settlement.

D) Failing negotiation of a satisfactory settlement of a grievance by the foregoing steps, it will be deemed a dispute.

E) Any dispute arrived at in accordance with the foregoing procedure shall be referred to an executive officer of the Company by the Stewards and the Business Agent of the Union for discussion and decision. The decision of the executive officer of the Company shall be final.

F) All decisions in settlement of Grievances and Disputes arrived at between the Management of the Company and the Stewards shall be final and binding upon both parties to this Agreement.

4 - SETTLEMENT OF DISPUTES (continued)

G) In the case of a grievance involving adjustment in wage rates, the effective date of the wage adjustment shall be the beginning of the nearest payroll period to the date that the grievance was presented to the Management by the Stewards, except in cases where the settlement of the grievance itself calls for an adjustment in wages as of some previous date. Where the grievance is not settled within two (2) weeks of presentation, the settlement of the grievance shall include an effective date for the adjustment which will not be more than thirty days prior to the date of the presentation of the grievance.

5 - ARBITRATION

With respect only to any differences concerning the interpretation or violation of this Agreement, if the Company and the Stewards fail to reach an understanding, the matter may on the application of either party be referred to an Arbitration Committee composed of equal representatives of the Company and the Union, but not exceeding two (2) of each, and a Chairman chosen by mutual agreement of the two parties.

Should the representatives of the two parties fail within five (5) days to agree upon a Chairman, a Judge of the Superior Court, District of Montreal, shall on the joint application of both parties be requested to appoint a Chairman.

After the Arbitration Committee has been formed by the foregoing procedure, it shall meet and hear the evidence from both sides, and render a decision within seven days of the end of the hearing. The decision of the Arbitration Committee will be final and binding on both parties.

6 - NO STRIKES; NO LOCKOUTS

During the term of this Agreement, the Company agrees that there shall be no lockout and the Union agrees that there shall be no slowdown, strike or other stoppage of work.

7 - MANAGEMENT

The Management of the plants, the direction of the employees, including the right to hire, suspend or discharge for proper causes, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Company in accordance with the terms of this Agreement.

8 - CLASSIFICATION OF PLANTS

For the purpose of this Agreement, Plants No. 1 and No. 2 shall be recognized as first class plants including Boilers, Bunkers, Compressors, Fire Pumps, Sewage Pumps, etc., and Plant No. 4 as a second class plant, in accordance with the "QUEBEC ENGINEMEN'S ACT". A first class engineer shall be in charge at Plant No. 1 and Plant No. 2, and a second class Engineer shall be in charge at Plant No. 4, and these men shall not come under the jurisdiction of this Agreement.

9 - CLASSIFICATION OF EMPLOYEES

Employees will be classified by the Company in accordance with the detailed classifications contained in Schedule "A".

10 - WAGES, WORKING HOURS AND CONDITIONS OF EMPLOYMENT

Rates of wages, effective December 1, 1954, hours of work and holiday regulations are attached hereto as Schedules, "A", "B" and "C", and shall remain in force until the expiration of this Agreement.

11 - STATUTORY HOLIDAYS

1 - The following days or any day declared by Statute or Decree to be observed as one of the holidays named below are recognized as Statutory Holidays:

New Year's, Good Friday, Victoria Day (24th May)
St. Jean Baptiste Day, Dominion Day, Labour Day,
Thanskgiving Day, Christmas Day.

11 - STATUTORY HOLIDAYS (continued)

2 - All hourly rated employees covered by this Agreement shall be paid their regular wages for a standard working day at straight time for the above statutory holidays where such holidays fall, or by Federal Decree are to be celebrated, on a normal working day.

3 - All employees working on a holiday mentioned in Clause 11-1, shall be paid double time for the hours worked and if the hours worked are less than the hours for the Standard Working Day, they shall be paid straight time for the hours unworked.

12 - SENIORITY

A) Seniority is the length of continuous service in the employ of the Company.

B) Seniority shall be established after a probationary period of six (6) months continuous service in the employ of the Company and shall count from date of employment.

C) Insofar as may be practicable, in reduction, restoration and advancement, selection of employees shall be made according to their seniority, competency and productive efficiency, i.e. if competency and productive efficiency are equal, length of continuous service with the Company shall be the deciding factor.

D) In the case of a lay-off in one plant, employees working in other plants will not be affected.

E) An employee may, at the discretion of the Company, cease to have his seniority rights, and his employee's status with the Company may be terminated for all purposes if:

1 - He leaves voluntarily,
2 - He is discharged,
3 - He overstays an authorized leave of absence for a period of three days without just cause.

13 - SAFETY AND HEALTH

The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment; 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.

14 - BENEFITS

Benefits presently enjoyed by the employees in general, excluding hours of work and wage rates, as well as future benefits to employees in general, shall continue to apply to all employees covered by this Agreement.

15 - DISCHARGE

The Company shall notify the Shop Steward of the reason for the discharge of any employee covered by this Agreement at the same time that the employee is notified of his discharge.

16 - NOTICE

Any notice required to be sent to the Company shall be effectively given when mailed to:

CANADAIR LIMITED,
P.O. Box No. 6087, MONTREAL, P.Q.

and any such notice required to be given to the Union shall be effectively given when mailed to:

NATIONAL UNION OF OPERATING
ENGINEERS OF CANADA,
Room 27,
5316 Park Avenue, MONTREAL, P.Q.

17 - RENEWAL AND TERMINATION

This Agreement shall become effective on the first day of December, nineteen hundred and fifty-four and shall remain in full force and effect until the last day of November, nineteen hundred and fifty-six.

18 - AUTHORIZATION FOR THE CHECK-OFF OF UNION DUES

The following form, when signed by an employee and received by the Company, will authorize the Company to deduct Union Dues from his wages:

"I, the undersigned, hereby authorize Canadair Limited to deduct regular monthly Union dues of $2.00 dollars, from the balance remaining after all compulsory deductions and deductions authorized by me have been made, from the wages payable to me on the third pay-day of each month, and to pay the sum so deducted to the Secretary-Treasurer of Headquarters Local, National Union of Operating Engineers of Canada.

"This authorization shall become effective when received by the Company and shall remain in effect until notice in writing revoking said authorization shall have been signed by me and received by the Company, provided, however, that it is understood and agreed that this authorization may be cancelled by me only during the last 30 days of the Agreement".

DATED AT MONTREAL, QUEBEC, THIS ...31st.....DAY OF MARCH, 1955.

FOR THE UNION:

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA.

(Signed) P. Dessureault

J. Pollock

D. Martin

A. Macerola

V. Lemay

FOR THE COMPANY:

CANADAIR LIMITED.

(Signed) R. A. Neal
Vice-President, Manufacturing.

W. H. Meacher
Industrial Relations Manager.

C A N A D A I R L I M I T E D

SCHEDULE "A"

WAGE RATES FOR POWER AND COMPRESSOR HOUSE CLASSIFICATIONS

EFFECTIVE: 1st DECEMBER, 1954

Classification	Rate per Hour
Stationary Enginemen - 2nd Class	$ 1.77
Stationary Enginemen - 3rd Class	1.61
4th Class and Unlicensed Firemen	1.46
Coal Passers, Cleaners and Labourers	1.26

1 - All employees working on shifts other than the regular day shift shall be paid ten cents (10¢) per hour higher than their regular day shift rate.

2 - Unlicensed firemen will be required to obtain their 4th Class Certificates after a period of eighteen months time or they will be released.

3 - Employees assigned temporarily to perform work in one of the above classifications wherein the rate of pay is higher than their normal rate, shall be paid the higher rate for the duration of such assignment.

C A N A D A I R L I M I T E D

SCHEDULE "B"

HOURS OF WORK

1 - The Normal work week shall consist of:

Six (6) eight hour shifts.

2 - Overtime shall be paid at the rate of time and one half for time worked in excess of forty-four hours per week.

3 - Employees required to work in excess of 12 hours per shift due to lateness or non-reporting of the employee on the relieving shift, shall be paid at the rate of time and one-half for the time worked in excess of 12 hours.

4 - Employees required to work in excess of 12 hours per shift due to a requirement of the company for a reason other than outlined in (3) above, shall be paid double time for the time worked in excess of 12 hours.

5 - A lunch period occuring in the middle of each shift shall be allowed each employee and shall be recognized as time worked, but the employee must remain on duty during such lunch period.

6 - The starting time of the first shift in the Standard Work Week shall be 8:00 A.M. Monday.

7 - Double time pay for statutory holidays shall start at 8:00 A.M. on the day named as the holiday and shall continue for a period of 24 hours.

8 - No overtime shall be paid for time worked in excess of 48 hours in the Standard Work Week when such time is worked as a result of shift rotation, or as a result of shift changes by mutual agreement between employees.

9 - Late starting shall be penalized to the amount of fifteen (15) minutes for lateness in excess of three (3) minutes of each quarter of the hour, i.e. for lateness from four (4) to eighteen (18) minutes the penalty will be fifteen (15) mimutes. From nineteen (19) to thirty-three (33) minutes, one half hour, etc.

C A N A D A I R L I M I T E D

SCHEDULE "C"

REGULATIONS RE ANNUAL VACATIONS WITH PAY FOR HOURLY RATED EMPLOYEES

1 - All hourly rated employees will receive a vacation with pay for such portion thereof as they may be entitled in accordance with their length of service.

Employees required to work during the shutdown period will be given their vacation at another time.

EMPLOYEES ENTITLED TO ANNUAL VACATION WITH PAY FOR THE YEARS 1955 and 1956

2 - 1) All hourly rated employees having completed one year's continuous service will receive a vacation of one week with pay on the basis of 2% of his earnings from May 1, 1954 to April 30, 1955 for the vacation to be taken in 1955, and from May 1, 1955 to April 30, 1956 for the vacation to be taken in 1956.

2) All hourly rated employees having completed more than one calendar month's continuous service, but less than one year, will receive a vacation with pay on the basis of 2% of his earnings from May 1, 1954 to April 30, 1955 for the vacation to be taken in 1955, and from May 1, 1955 to April 30, 1956 for the vacation to be taken in 1956.

QUALIFYING YEAR

3 - The qualifying year during which service will count for vacation with pay will commence on 1st May and end on the 30th April following.

ACCRUED VACATION PAY

4 - Should an employee leave the employ of the Company, he shall be paid accrued vacation pay on the basis of 2% of his earnings from the start of the qualifying year if he is entitled to a one week vacation or less; he shall be paid on the basis of 4% of his earnings if he has qualified for a two week vacation, and he shall be paid 6% of his earnings if he has qualified for a three week vacation. Any employee who resigns from the Company or is discharged shall be paid 2% of his earnings from the start of the qualifying year.

SCHEDULE "C" (continued)

EMPLOYEES IN COMPANY'S EMPLOY MORE THAN THREE YEARS AS AT MAY 1st 1955 and AS AT MAY 1st 1956

5 - All hourly rated employees who have been in the continuous employ of the Company for three years or more will be granted two weeks' vacation with pay on the basis of 4% of his earnings from May 1, 1954 to April 30, 1955 for the vacation to be taken in 1955. Such employees will be granted two weeks' vacation with pay on the basis of 4% of their earnings from May 1, 1955 to April 30, 1956 for the vacation to be taken in 1956.

EMPLOYEES IN COMPANY'S EMPLOY MORE THAN FIFTEEN YEARS AS AT MAY 1st 1955 and AS AT MAY 1st 1956

6 - All hourly rated employees who have been in the continuous employ of the Company for fifteen years or more will be granted three weeks' vacation with pay on the basis of 6% of their earnings from May 1, 1954 to April 30, 1955 for the vacation to be taken in 1955. Such employees will be granted three weeks' vacation with pay on the basis of 6% of their earnings from May 1, 1955 to April 30, 1956 for the vacation to be taken in 1956.

PAY FOR VACATION

7 - Vacation pay will be paid in advance.

CONTINUOUS SERVICE

8 - 1) Continuous service shall be considered to have been broken in the following circumstances:

a) Discharge,
b) Voluntarily leaving the Company's service,
c) Lay-off where an employee has failed to comply with the following condition, or has lost a period of time in excess of two (2) years through continuous lay-off:

1 - Return to work within seven days if unemployed, or within fourteen days if employed, upon being recalled by a letter sent to his last known address.

(The lay-off period shall not constitute service for the purpose of calculating the amount of vacation to be granted.)

SCHEDULE "C" (continued)

CONTINUOUS SERVICE - continued

8 - 2) Where an employee has been laid off and rehired during the vacation qualifying year, he shall receive vacation pay in accordance with Article 2 (2) above, based upon total actual employment during that year, less any accrued vacation pay received at time of lay-off.

9 - Vacation pay for employees who have been absent on Group Insurance, or Compensation weekly benefits, shall be computed on the basis of what their normal earnings would have been had they been at work during the period for which benefits were received.

LABOUR AGREEMENT

CANADAIR LIMITED

and

AIRCRAFT LODGE 712, I.A. of M.

1954 - 1956

19/4154

L A B O U R A G R E E M E N T

BETWEEN

Canadair Limited, a body politic and corporate, duly incorporated according to the Laws of the Dominion of Canada, and having its head office and principal place of business in the Town of St. Laurent, in the Province of Quebec, hereinafter referred to as "the Company",

PARTY OF THE FIRST PART

and

Local Lodge Number 712 of the International Association of Machinists, hereinafter referred to as "the Local Lodge",

PARTY OF THE SECOND PART.

WITNESSETH:

The parties to these presents, and the employees covered by this Agreement, agree mutually as follows:

1. PURPOSES OF AGREEMENT

The intentions and purposes of the parties to this Agreement are to promote and improve industrial and economic relations between the employees and the Company, to provide for orderly collective bargaining and to set forth herein the basic agreement covering the rates of pay, wages, hours of work and conditions of employment to be observed between the parties hereto.

It is recognized by this Agreement to be the duty of the Company and of its employees to cooperate fully, individually and collectively for the advancement of the said intentions and purposes.

Any provision of this Agreement which would or might come into conflict with the present or future provisions of Federal or Provincial laws, Orders-in-Council or Decrees of all Government bodies having jurisdiction in such matters, shall automatically be and become null and void.

2. RECOGNITION

The Company recognizes the Local Loige for the term and for the purpose of the present Agreement as the sole collective bargaining agency, in accordance with the provisions of the Labour Relations Act of Quebec, for the purpose of bargaining collectively for all Company employees within the scope of this Agreement. The employees so represented by the Local Loige constitute the bargaining unit and the provisions of this Agreement shall apply only to the employees in the said bargaining unit.

The term "employees", as used in this Agreement, shall include all employees of the Company engaged in production and maintenance in its St. Laurent plant who are paid by the hour, except foremen, assistant foremen, stationary enginemen, firemen, guards and watchmen, and cafeteria employees.

3. MANAGEMENT

The Union recognizes that matters of administration and management of the Company, and the direction of the working force are vested exclusively in the Company. Nothing in this Agreement shall be interpreted as limiting the Company in any way in the exercise of the functions of management. Without limiting the generality of the foregoing, the responsibility for the management, operation, extension and curtailment of business and operations, the authority to direct, transfer, promote, demote, reprimand and discharge employees for proper cause, shall be vested exclusively in the Company, as well as the right to organize and supervise the work to be performed by the employees, to direct them in the course of their work, to maintain discipline, order and efficiency, and to determine the products to be manufactured and their design, the methods, processes and means of manufacturing and operating, the kinds and locations of the machines and tools to be used, the determination of production standards, and the kind and quality of materials to be incorporated in the products or productions aforementioned, subject to the right of any employee to lodge a grievance in the manner and to the extent as herein provided.

4. STANDARD WORKING HOURS

A) The Standard Working Week shall be one of forty-two and one-half (42½) hours until 1st April 1956 and thereafter shall be one of forty-one and one-quarter (41¼) hours. The Standard Working Day will be established by the Company and any changes will be discussed by the Company with the Shop Committee prior to effective date.

B) A Schedule shall be arranged by the Company to allow employees to return tools to the tool crib and for washing time and getting ready to leave before the end of each shift.

4. STANDARD WORKING HOURS (continued)

C) For purposes of calculating pay for employees who arrive late for work, hours shall be divided into ten (10) units of six minutes each. Late starting up to three (3) minutes will not be penalized. Employees who are late more than three (3) minutes will lose time in accordance with the following table:

late from	4 to 9 minutes	will lose	6 minutes
	10 to 15 minutes		12 minutes
	16 to 21 minutes		18 minutes
	22 to 27 minutes		24 minutes
	28 to 33 minutes		30 minutes

and so on. Late starting up to one-half hour shall not be taken into account in the calculation of overtime. Any employee starting more than one-half hour late shall be required to work eight and one-half (8½) hours before his overtime rate becomes effective until 1st April 1956 and thereafter eight and one-quarter (8¼) hours before his overtime rate becomes effective.

D) An employee who properly reports for work on any shift during the standard working week shall not be sent home, for reasons beyond his control before the end of the half shift except in cases of emergency shut-down arising out of conditions beyond the Company's control.

E) When an employee is called in to work overtime, he shall be paid for not less than two (2) hours. Time and one-half will be paid for these hours if worked on a Saturday and double time will be paid if the employee works on a Sunday or a holiday.

5. OVERTIME

A) Time worked in excess of eight and one-half (8½) hours in any one shift shall be considered as overtime. After 1st April 1956, time worked in excess of eight and one-quarter (8¼) hours in any one shift shall be considered as overtime.

B) Overtime shall be paid for at the rate of time and one-half until twelve hours have been worked on any one shift, and at the rate of double time thereafter. After twelve hours or more have been worked on any one shift, an interval of at least eight hours must elapse before an employee may again report for work unless authorization is given by the Superintendent in charge of the department, or his delegate, to report before such eight hour interval has elapsed. The Superintendent in charge of the department, or his delegate, will make a record in writing on the regular overtime forms when any such approval is given and such record shall constitute authority to pay double time until an eight hour interval has elapsed as above mentioned. Any time worked on a Saturday shall be paid for at the rate of time and one-half and any time worked on a Sunday shall be paid for at the rate of double time.

C) - 1 The following days or any day declared by Statute or Decree to be observed as one of the holidays named below are recognized as Statutory Holidays:

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

If the holiday is to be observed on a Saturday or a Sunday, the plant holiday shall be on the preceding Friday or the following Monday, respectively.

- 2 All hourly rated employees covered by this Agreement shall be paid their regular wages for eight and one-half (8½) hours at straight time for the above statutory holidays. After 1st April 1956, such employees shall be paid their regular wages for eight and one-quarter (8¼) hours at straight time for the above statutory holidays.

NOTE: This applies only to employees who do not work.

- 3 All employees working on a holiday mentioned in Clause 5 C) -1 shall be paid double time for the hours worked. If such employees do not work a full standard working day, they shall be paid ay straight time for the difference between the number of hours worked and the number of hours in the standard working day.

5. OVERTIME (continued)

D) A period of twenty-four (24) hours from the regular starting time of the regular day shift on Sundays and holidays as defined in Clause 5 C) shall be considered as the period during which the double time rate shall apply.

E) No work will be performed on Sundays except in cases of emergency. The Shop Committee will be notified in such event. Work on Sundays and holidays will not be paid at an overtime rate if the employee takes another pay off in the same pay week, except through sickness or by permission not necessarily obtained in advance.

F) If it is found necessary, to maintain continuity of production, to place certain departments or processes on a regular seven day week basis, then workers assigned to such Sunday work shall be assigned to one (1) day off per week; they shall then not be paid double time for Sunday work, but if required to work on the assigned day off shall be paid double time for work on such day.

Three (3) days before any department or process is to be placed on a regular seven day week basis, the Shop Committee will be informed of the reasons for doing so and shall have the right to make such representations and suggestions on the matter as it may deem proper and the change shall not be made effective until mutually agreed upon.

G) It is understood and agreed by both parties that, in any case, Sunday work will be kept at a minimum. The Shop Committee is to be notified when Sunday work is required.

H) Overtime will be distributed as equally as possible by classification, by grade, within departments.

I) Employees shall have the right to refuse overtime for plausible reasons but shall be subject to disciplinary action should they repeatedly refuse overtime work.

6. CLASSIFICATION OF EMPLOYEES

A) The Company shall determine the classifications and grades of employees in accordance with the attached Schedules "A" and "B", or as it may add to same from time to time. Where there is a difference of opinion over the classification or grade or any employee, the classifying and grading shall be done in collaboration with the Shop Committee and the employee shall be given an opportunity to show whether or not he can qualify for the classification and grade which he believes he deserves, provided a vacancy in such classification and grade exists.

B) The opportunity to qualify for a higher classification or grade shall be relevant to the work normally done by workers of the desired classification or grade, and shall be supervised by a representative of the Shop Committee and a Company Representative. Any employee who has failed in a test shall retain his previous classification and grade. This paragraph shall not have the effect of over-ruding the definition of a Journeyman as defined in Schedule "A".

C) Every employee shall be notified whenever his classification or grade is changed.

D) The Company agrees to notify the Shop Committee of the date that changes in rate or classification brought about by the coming into force of this Agreement, shall be in the hands of the employees. No request for reclassification of such employees, as a result of the coming into force of this Agreement, shall be considered by the Company unless presented to the Management within thirty (30) days of the said date.

7. UNION AND COMPANY PERSONNEL

A) Names of Foremen, Shift Foremen, Assistant Foremen and Leading Hands will be made available to the Shop Committee.

B) The Shop Committee shall be made up of all Shop Committeemen of all departments in the plant. The plant shall be divided into sections and the Committeemen in each section shall elect a Shop Steward. The Shop Committee shall elect a Plant Chairman as required for each shift. The Plant Chairman shall have the privilege to appoint temporarily, a Committeeman or a Steward until an election can be held. The Committeemen and Stewards shall elect a sub-committee to be known as the Grievance Committee. All Committeemen, Stewards, Chairmen and members of the Grievance Committee shall be employees of the Company.

The ratio of the total number of employees of the Company who are Union Officers, Committeemen, Stewards, Plant Chairmen and Grievance Committeemen, to the total of employees covered by this Agreement, shall not exceed one (1) to forty-five (45).

C) The Shop Committee agrees to notify the Management of the Company in writing promptly, of the names of its Shop Committeemen, Committee Chairmen, Stewards and Grievance Committee members and to notify of any changes which take place from time to time.

8. SETTLEMENT OF GRIEVANCES

Disputes or grievances shall be dealt with by the Management Representatives and the Grievance Committee during working hours in accordance with the following procedure:

A) Any question which an employee wishes to take up with the Company shall first be taken up directly by the employee, or at his option through either the Committeeman or the Steward, with the Foreman concerned and the Foreman shall render his decision within two (2) working days. Failing satisfactory settlement the question shall be referred to the Grievance Committee of the plant involved.

B) The employee and Union Representatives may take reasonable time during working hours to discuss such questions, but where a lengthy discussion is necessary, it shall be conducted outside working hours.

C) The Grievance Committee may refer the question to the employee's Assistant Superintendent or Superintendent, but in any event, must make an earnest effort to settle the issue with the appropriate Departmental Representative before a formal grievance is submitted. The Company shall supply the Union with an up to date listing of Departmental Representatives and shall inform them promptly of any changes which may occur.

8. SETTLEMENT OF GRIEVANCES (continued)

STEP ONE:

D) Failing satisfactory settlement by the foregoing procedure the question shall be reduced to writing, and presented to the Industrial Relations Representative as a grievance. Step One grievances shall be dealt with by the Departmental Representative, the Industrial Relations Representative and the Grievance Committee.

STEP TWO:

E) Grievances which are not settled at Step One of the Grievance Procedure, shall be referred to the Industrial Relations Manager in writing by the Grievance Committee involved, on the last day of each month.

F) The Industrial Relations Manager and the Industrial Relations Representative shall then meet with the Lodge Business Agent and the Grievance Committee for the purpose of negotiating a settlement.

8. SETTLEMENT OF GRIEVANCES (continued)

STEP THREE:

G) Failing negotiation of a satisfactory settlement of a grievance by the foregoing steps, it shall be referred to an executive officer of the Company for final decision. Such decisions shall be rendered after discussion at a meeting of the Executive Officer, the Industrial Relations Manager, the Industrial Relations Representative, the Lodge Business Agent and the Grievance Committee.

H) Questions pertaining to matters general in nature shall be dealt with by the Industrial Relations Department, a satisfactory answer is not given within five (5) working days, the question shall be reduced to writing and presented to the Industrial Relations Representative as a grievance. Failing satisfactory settlement, it shall be subject to Steps Two and Three of the Grievance Procedure.

I) The Industrial Relations Department may call upon supervision to attend grievance meetings if required.

J) In the case of a grievance involving an adjustment in wage rates, the effective date of the wage adjustment shall be the beginning of the nearest payroll period to the date that the grievance was presented to the Management by the Grievance Committee, except in cases where the settlement of the grievance itself calls for an adjustment in wages as of some previous date. Where the grievance is not settled within two weeks of presentation, the settlement of the grievance shall include an effective date for the adjustment which will not be more than thirty (30) days prior to the date of the presentation of the grievance.

K) All decisions in settlement of grievances arrived at between the Management of the Company and the Grievance Committee, shall be final and binding upon both parties to this Agreement.

9. ARBITRATION

With respect only to any difference concerning the interpretation or violation of this Agreement, if the Company and the Committee fail to reach an understanding, the matter may on the application of either party be referred to an Arbitration Committee composed of equal representatives of the Company and the Union, but not exceeding two of each, and a Chairman chosen by mutual agreement of the two parties.

Should the representatives of the two parties fail within five (5) days to agree upon a Chairman, a Judge of the Superior Court, District of Montreal, shall on the joint application of both parties be requested to appoint a Chairman.

After the Arbitration Committee has been formed by the foregoing procedure, it shall meet and hear the evidence from both sides and render a decision within seven (7) days of the end of the hearing. The decision of the Arbitration Committee will be final and binding on both parties.

10. SENIORITY

A) Seniority is the length of continuous service in the employ of the Company.

B) Seniority shall be established after a probationary period of six (6) months continuous service in the employ of the Company and shall count from date of employment.

C) An employee shall cease to have seniority and to be on any seniority list and shall break his continuous service for any of the following reasons:

1 - Resignation.
2 - Discharge.
3 - Absence from work for one week without notifying the Company and giving satisfactory reason for absence. In this event the Company shall notify the employee of his discharge by mail, to his last address on record in the Industrial Relations Department.
4 - Failure of an employee on lay-off to report for work within ten (10) calendar days after a request to do so has been sent by registered mail to his last address on record in the Industrial Relations Department.
5 - Absence and not on Company payroll for a period in excess of two (2) years.

D) Seniority shall not accumulate while an employee is not on the Company payroll. Any such employee shall not be entitled to benefits normally paid regular employees.

11. LAY-OFF AND REHIRE CLAUSE

A) In the event of a reduction in the working force of the Company, all probationary employees shall be laid off by classification, by grade, on a Company-wide basis first.

B) If further lay-offs are necessary, employees of the department which is affected as determined by the Company, shall be laid off by classification, by grade, in order of seniority, the most junior employee being laid off first.

C) In the interests of production, and prior to reduction of the working force in a department, the Company shall make every effort to transfer employees who would otherwise be laid off, to work they are capable of performing.

D) If an employee with more than four (4) years' seniority is laid off from his department, he shall have the right to transfer to another department to discplace a more junior employee in the same classification and grade.

E) The right of a laid off employee to disciplace a more junior employee, as described in paragraph D), may not be exercised iff

i) A seniority differential of at least three (3) months in favour of the laid off employee does not exist between him and the more junior employee; and

ii) The job in question is scheduled to expire within a period of one month as estimated by the Company.

11. LAY-OFF AND REQUIRE CLAUSE (continued)

F) When an employee with more than four (4) years' seniority is laid off from his department and classification, the Company will give full consideration to transferring him to another classification and grade to displace a more junior employee if he is qualified to perform the duties involved, provided that he has at least six (6) months more seniority than the junior employee, and that the job in question is not likely to expire within a period of one (1) month as estimated by the Company.

G) The Company, in preparing seniority lists to effect lay-offs, shall supply the Union with copies of such lists in duplicate.

H) The Company shall supply the Union with a list of employees to be laid off, three (3) days in advance of the effective date, and shall give the employees three (3) days advance notice of their lay-off.

I) In the event of an emergency shut-down arising out of conditions beyond the Company's control, or a mass lay-off due to the cancellation of a contract, a temporary lay-off of three (3) weeks' duration may be made without regard to the foregoing provisions of this Clause No. 11.

J) Members of the Shop Committee shall have special favourable considration as to seniority in the event of a lay-off.

K) In the event of an increase in the working force, laid off employees with seniority rights shall be eligible for rehire in order of seniority, by classification by grade, except as herein provided.

L) An employee may be recalled on the same type of work he has previously done if he is not more than six months junior to another employee who is eligible for rehire for the vacancy in question.

11. LAY-OFF AND REHIRE CLAUSE (continued)

M) If a laid off employee fails to report for work by the third day after the date on which the Company shall have sent a notice by registered mail to such employee at his last address filed with the Industrial Relations Department, or at such other date as the Company may designate, the employee shall not be entitled to the job, but shall be entitled to hold his place on the seniority list and to be considered for the next vacancy for which he is eligible.

N) The Company shall supply the Union with the names of employees who have been requested to report for rehire before they are rehired.

O) Notwithstanding the foregoing provisions of this Clause 11, the Company shall have the right to retain, rehire, or hire employees or persons in consideration of previous work performance or special qualifications.

12. TRANSFERS

In the event of an employee wishing to transfer from one department to another, he may file with the Management, through the Employment Manager, in his own time, an application for such transfer. He may confer with his supervisor, foreman or department head concerning his desire. If the employee's record merits such a change and a vacancy exists in the department into which he wishes to transfer, full consideration shall be given said employee before a new employee is hired to fill the vacancy. The Industrial Relations Department shall maintain a file of employees desiring to transfer and shall consult such file when filling vacancies.

13. DISCHARGE

The Company shall notify the Grievance Committee of the reason for the discharge of any employee covered by this Agreement at the same time that the employee is notified of his/her discharge. Discharge of a Shop Committeeman may be effected by the Industrial Relations Manager only.

14. SAFETY

It is the objective of both parties to this Agreement to maintain high standards of safety in the plants of the Company in order to eliminate industrial accidents as far as possible.

15. LEAVE OF ABSENCE

A) Any employee who becomes a delegate of the Local Lodge (not exceeding six (6) in number) shall be given leave of absence without pay for the transaction of Union business.

B) Any employee elected as a full time Union official to perform Union duties outside the plant shall be considered as on leave of absence. Upon the expiration of his/her term of office, he/she shall be re-employed at a rate not lower than that which he/she was receiving last prior to his/her leave of absence, and seniority shall accumulate throughout his/her leave of absence.

16. VACATIONS WITH PAY

Vacations with pay will be granted by the Company to employees in accordance with rules and regulations set out in Schedule "C" attached hereto.

17. JURY DUTY

Employees required to serve on Jury Duty shall be paid the difference between their normal earnings and the amount they receive for such Jury Duty for time served on Jury Duty.

18. NO DISCRMINATION

A) It is expressly understood that employees are entirely at liberty to join the Local Lodge or not, as they see fit.

B) The Company agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization.

C) The Local Lodge agrees that it will not discriminate against, coerce, restrain or influence any employee because of his membership or non-membership, his activity or lack of activity in any labour organization.

19. DISCIPLINE

The Local Lodge recognizes the right of the Company to discipline its employees for infractions of Company rules and regulations.

Nothing in this Agreement shall prejudice the right of the Company to terminate the employment of any employee for cause. Without waiver of the foregoing however, the Company agrees to give consideration to any representations which the Grievance Committee may see fit to make in cases where it considers the Company may have acted with undue severity.

20. NO STRIKES - NO LOCKOUTS

In view of the orderly procedure, established by this Agreement for the settling of grievances, the Local Lodge agrees that, during the life of this Agreement, there shall be no strikes sit-down or stoppage of work, either complete or partial, and the Company agrees that there shall be no lockout.

21. RENEWAL AND TERMINATION

This Agreement shall become effective on the first day of October, nineteen hundred and fifty-four and shall remain in full force and effect until the last day of September, nineteen hundred and fifty-six.

It shall remain binding for a further period of one year, unless either party shall give a written notice to the other party within a delay which shall not be more than sixty (60) days nor less than thirty (30) days prior to the expiration of such period.

22. AUTHORIZATION FOR THE CHECK-OFF OF UNION DUES

The following form when signed by an employee will authorize the Company to deduct Union Dues from his wages:

> "I hereby authorize and instruct Canadair Limited to deduct from my wages due me on the third pay-day of each month the amount of the monthly Union Dues as per the By-Laws and constitution of Aircraft Lodge 712 of the International Association of Machinists and to transmit same to the Financial Secretary of Local Lodge 712 in payment of my dues as a member of that Lodge.
>
> This authorization shall be and remain irrevocable until thirty (30) days before the expiration date of the collective agreement presently in effect. During this thirty (30) days period the present authorization may be cancelled by me on written notice to the Company and the Union on forms provided".

DATED AT MONTREAL, THIS 21st DAY OF December 1954.

FOR THE UNION:
Lodge 712

Robert Lavoie

Lucien Martineau

C. Desrochers

G. Verreault

W. R. Kiroux

Gérard Desilets

Lauréat Guimont

Paul Laurendeau

Aldo Caluori
Business Representative.

Louis Laberge
Senior Business Representative.

FOR THE COMPANY
Canadair Limited

Unreadable
Vice President, Manufacturing.

Unreadable
Industrial Relations Manager.

Approved by Grand Lodge, International Association of Machinists.

Geo. P. Schollie
Canadian Vice President, I.A.M.

SCHEDULE "A"

1. Journeyman (Tooling Trades)

A Journeyman shall be one who has satisfied the Company that he has passed through a recognized apprenticeship training, or has satisfied the Company as to his experience and ability, and is competent to work directly from drawings and perfom all operations in his trade without direction from others and who has been assigned work in one of the following skilled trades:

Jig Maker	Plastic Die Maker
Patternmaker	Template Layout Man
Grinder - Form Tool	Tool & Die Maker
Plaster Pattern Maker	

2. Grade "A" Worker (Tooling Trades)

A Grade"A" worker is one engaged under supervision performing work of a less complex nature than that required of a Journeyman. He shall be able to work from detailed drawings and all tooling references, where necessary and is assigned work in one of the classifications listed in clause 1 or one of the following classifications.

Die Finisher

3. Grade "B" Worker (Tooling Trades)

A Grade "B" worker is one engaged under supervision on work which requires less training, experience or skill than work done by Grade "A" workers and is assigned work in one of the classifications listed in clauses 1 and 2, or one of the following classifications.

Die Cleaner

4. General Machinists

A Journeyman - General Machinist shall be one who has satisfied the Company that he has passed through a recognized apprenticeship training, or has satisfied the Company as to his experience and ability, and is competent to work directly from drawings and perform all operations in his trade without direction from others and who has been assigned Journeyman grade work as a General Machinist.

SCHEDULE "A" (continued)

5. Journeyman (Production)

A Journeyman shall be one who has satisfied the Company that he has passed through a recognized apprenticeship training, or has satisfied the Company as to his experience and ability, and is competent to work directly from drawings and perform all operations in his trade without direction from others and who has been assigned work in one of the following skilled trades:

Aircraft Mechanic
Armourer
Boring Mill Operator
Cable Splicer
Doper
Drop Hammer Operator
Electrician Aircraft
Electrician Bench
Electrical Technician
Engine Lathe Operator
Engine Mechanic
Engine Mechanic - Jet
Fitter Assembly
Fitter - Bench
Fitter - Electrical
Fitter - Hydraulic
Fitter - Installation
Fitter - Mechanical Assembly (Bench)
Fitter - Mechanical Assembly (Final Assembly)
Fitter - Sheet Metal
Fitter - Tube and Pipe
Fitter - Welded Assembly
Grinding Machine Operator
Grinder (Tool & Cutter) Operator
Heat Treat Operator Steel
Hydrotel Operator
Installer - Hydraulic
Instrument Mechanic
Instrument Mechanic - Preflight
Instrument Technician
Jig Borer Operator
Joiner
Keller Machine Operator
Milling Machine Operator
Moulder
Painter - Finish
Painter - Sign
Pantograph Operator
Planer Operator
Preflight Mechanic
Radar Technician
Radio Mechanic
Radio Technician
Rigger
Sheet Metal Worker
Silk Screen Operator
Spinning Lathe Operator
Technician - Precision Tool
Tester - Mechanical
Tube and Pipe Bender
Upholsterer
Welder - Gas
Welder - Arc
Welder - Structural
Wheeling Machine Operator

Schedule "A" (continued)

6. Production Worker Grade "A"

A grade "A" Production Worker is one engaged under supervision in respetitive machine, assembly, bench or finishing work, after instruction therein, and able to read detailed drawings where necessary and has been assigned work in one of the classifications listed in clause 5 or one of the following classifications:

Anodizer
Automatic Screw Machine Operator
Brake Operator
Burner
Coin Dimpler
Drivematic Operator
Drill Press Operator
Farnham Rolls Operator
Fitter - Copper Brazing
Heat Treat Operator (Dural)
Honing Machine Operator
Hydro Press Operator (Non Automatic)
Hypro Mill Operator
Joggle Press Operator
Oxygraph Operator
Painter - Spray
Phenolic Worker
Plastic Worker
Plater- Cadmium, Chrome & Copper
Plisher or Buffer
Punch Press Operator
Rivet Heading Machine Operator
Riveter
Router Operator
Sandblast Operator
Saw Operator
Scaler
Seamstress
Shaper Operator
Shear Operator
Stretch Press Operator (Extrusion)
Stretch Press Operator (Sheet)
Strippet Punch Operator
Spring Maker
Swaging Machine Operator
Tank Tester
Tester - Tube, Hose and Welded Assemblies
Turret LAthe Operator
Welder - Flash
Welder - Spot

7. Production Worker Grade "B"

A grade "B" Production Worker is one engaged under supervision in repetitive machine, bench, assembly or finishing work which requires less training, experience or skill than work done by Grade "A" Production Workers, and is assigned work in one of the classifications listed in clauses 5 and 6, or one of the following classifications:

Bucker
Deburrer
Degreaser
Flux Remover
Hydro-Press Operator (Automatic)
Hydro-Press Table Loader
Paint Stripper, Cleaner & Polisher
Material Etcher.

Schedule "A" (continued)

8. Beginner

A Beginner shall be an employee who has no previous workshop experience in the kind of work on which he is engaged. An employee hired as a Beginner shall be so garded for a period of six months from the end of his probationary period and at the end of that time shall be graded as a "B" worker.

The Company may, at its discretion, promote or discharge a Beginner at any time prior to the expiration of the said period of six (6) months. Timekeepers (Beginners) shall be subject to the same regulations as Beginners generally, except the time period shall be three (3) months from the end of their probationary period.

9. Labourers, Sweepers and Material Truckers

Those men commonly understood as such and performing no manufacturing or clerical operations, nor the operation of any other classifications listed in this Agreement. Men employed in pushing trucks of material supply will be included in this classification.

This classification shall include the following personnel, provided they are employed wholly on the jobs indicated:

Car Washer
Window Cleaner
Parts Identifier
Parcelling or Wrapping
Scrap Sorter

10. Storesmen

Storesmen Grade "A" are those engaged under supervision and with sufficient knowledge of their section of the stores to operate alone, or to instruct others in the work.

Storesmen Grade "B" are those who have less training, experience or skill than is necessary for the work done by grade "A" Storesmen.

Storesmen - Beginners shall be classified under and subject to the same regulations as beginners on production.

Schedule "A" (continued)

10. Storesmen - continued

Storesmen classifications shall include:

Storesmen - Finished Parts
Storesmen - Raw Material
Storesmen - Blueprint Control
Storesmen - Rivets
Storesmen - Tool Control

11. Tool Crib Attendants.

Tool Crib Attendants Grade "A" are those engaged under supervision and with sufficient knowledge of the work required to work alone, or instruct others in the work.

Tool Crib Attendants Grade "B" are those who have less training and experience than Grade "A" Attendants; and those who operate Tool Cribs alone, where the duties and responsibilities involved are less than those required of Grade "A" Attendants.

Beginners shall be classified under and subject to the regulations as beginners on production and shall be responsible to the Tool Crib Attendant.

12. Control Booth Clerks.

Control Booth Clerks shall be graded as "A" and "B" depending upon the experience and responsibility involved.

13. Timekeepers, Stock Chasers, Receivers and Shippers.

Employees with these classifications shall be graded as "A" "B" and "Beginner". The Beginner grade shall be subject to the same regulations as beginners on production, except in the case of Timekeeper - Beginner the period shall be three (3) months from the end of the probationary period. Shippers shall include checkers, packers, and shipping clerks.

14. Production Clerks and Floor Clerks.

Employees with these classifications shall be graded as "A" "B" and "Beginner". Beginners shall be subject to the same regulations as beginners on production.

15. Expeditors.

Expeditors shall be graded as "A" "B" and "Beginner". The Beginners shall be subject to the same regulations as Beginners on production.

Schedule "A" (continued)

16. Inspectors

Inspector Pre-Flight - Grade "A"

An Inspector, Pre-Flight, Grade "A", is one who is assigned to, engaged in, and capable of certifying an aircraft for initial or subsequent flights after manufacture or overhaul. He must hold a valid Department of Transport, Aircraft Maintenance Engineer Licence in the "M" category with a two or four engine endorsement.

Inspector Pre-Flight - Grade "B"

An Inspector, Pre-Flight, Grade "B", is one who is assigned to, engaged in, and capable of certifying military aircraft for initial and subsequent flight after manufacture or overhaul.

Inspector Pre-Flight - Grade "C"

An Inspector, Pre-Flight, Grade "C", is one who is working in Pre-Flight Departments, and is assigned to, engaged in and capable of checking aircraft systems and performing operational checks to drawings and Canadair Functional Procedures.

Inspector, Tooling - Grade "A"

A Tooling Inspector, Grade "A" shall be one engaged in and capable of inspecting all types of tools, jigs, templates, patterns and tooling masters working from primary information without direction.

Inspector, Tooling- Grade "B"

A Tooling Inspector, Grade "B" is one engaged in and capable of inspecting secordary tools, jigs, templates, patterns and tooling masters. He shall be capable of carrying out any inspection operation without direction.

Inspector, Tooling - Grade "C"

A Tooling Inspector, Grade "C" is one engaged in and capable of inspecting simple form blocks to templates or approved samples, punch dies and stippet gauges to approved templates, rough structures on jigs and on handling fixtures and minor maintenance to same. Simple flat patterns and photo templates from approved TDM's. To assist and work under direction of senior personnel.

Schedule "A" (continued)

16. Inspectors (continued)

Inspector, Production - Grade "A"

An Inspector Production, Grade "A" is one engaged in and capable of inspecting complete aircraft systems, details requiring elaborate set-ups and calculations, complex functional testing, complex processes, and procedures. He shall be capable of carrying out any operation without direction.

Inspector, Production - Grade "B"

An Inspector Production, Grade "B" is one engaged in and capable of inspecting all structure and secondary installations, details and other than those requiring elaborate set-ups and calculations, and routine functional and process checking to established procedures. Some direction normally required.

Inspector, Production - Grade"C"

Inspector Production, Grade "C" is one engaged in the inspection of details, processes and minor sub-assemblies.

Inspector, Production - Grade "D"

Inspector Production, Grade "D" shall be employees who have no previous workshop experience in the kind of work on which they are engaged. An employee hired as an Inspector Grade "D" shall be so classified for a period of six (6) months from the end of his probationary period and at the end of that time shall be classified as an Inspector Production, Grade "C". The Company may, at its discretion promote or discharge an Inspector Production Grade "D", at anytime prior to the expiration of the said probationary period of six (6) months.

Inspector, Gauges & Precision Insturments - Grade "A"

A Gauge and Precision Instrument Inspector, Grade "A" is one engaged in and capable of inspecting and/or calibrating all types of precision gauges and instruments, e.g.: thread gauges, cylindrical plug gauges, hardness testers, dial indicators, vernier height gauges, torque wrenches, tensiometers, micrometers, rimats, spline and serration gauges, etc., for wear, damage, calibration, etc., without direction.

Schedule "A" (tontinued)

16. Inspectors (continued)

Inspector, Gauges & precision Instruments - Grade "B"

A Gauge and Precision Instrument Inspector, Grade "B" is one engaged in and capable of inspecting and performing minor adjustments on most types of precision gauges and insturments, e.g.: thread gauges, cylindrical plug gauges, hardness testers, dial indicators, vernier height gauges, torque wrenches, tensiometers, micrometers, rimats, etc., for wear, damage, calibration, etc., with minimum direction.

Inspector, Gauges & Precision Instruments - Grade "C"

A Gauge and Precision Instrument Inspector, Grade "C" is one engaged in the inspection of most types of precision gauges, e.g.: thread gauges, cylindrical plug gauges, etc., for wear, damage and calibration, with direction.

17. Apprentices.

Apprentices (between the ages of 16 and 23 years) may be employed in the proportion of one Apprentice to ten (10) Journeymen, in the following trades:

Aircraft Mechanic	Machinists
Carpenters	Millwrights
Electricians	Patternmakers
Fitter	Sheet Metal Workers
Jigmaker	Steamfitters & Plubers
	Toolmakers.

18. Maintenance Workers.

Auto Mechanics	Maintenance Millwrights
Carpenters	Oilers
Electricans	Plainters
Maintenance Mechanics	Steamfitters & Plumbers

Maintenance Workers, other than Journeymen, shall be graded in the same manner as Production Workers and the same rates of pay shall apply.

SCHEDULE "B"

		Minimum Rates of Pay		
1.	Tooling			
	Journeymen	1.88		
	Grade "A"	1.54	1.59	1.64
	Grade "B"	1.39	1.44	1.49
2.	General Machinist			
	Journeymen	1.77		
	Machinists - Tool Shops & Machine Shops.			
	Journeymen	1.66		
	Grade "A"	1.42	1.47	1.52
	Grade "B"	1.27	1.32	1.37
	Beginner Machine Shop only	1.20		
4.	Pre-Flight Department			
	Pre-Flight Mechanics, Radio, Radar, or Insturment Technicans and Electricians.			
	Journeymen	1.66		
	Grade "A"	1.42	1.47	1.52
	Grade "B"	1.27	1.32	1.37
	Beginners	1.20		
5.	Production Workers			
	Journeymen	1.64		
	Grade "A"	1.42	1.47	1.52
	Grade "B"	1.27	1.32	1.37
	Beginners	1.20		

Schedule "B" (continued)

6.	Labourers, Sweepers and Material Truckers	1.25		
7.	Storemen and Tool Crib Attendants			
	Grade "A"	1.42	1.47	1.52
	Grade "B"	1.27	1.32	1.37
	Beginner	1.20		
8.	Control Booth Clerks			
	Grade "A"	1.57		
	Grade "B"	1.42	1.47	1.52
9.	Timekeepers, Stock Chasers, Receivers, Shippers.			
	Grade "A"	1.42	1.47	1.52
	Grade "B"	1.27	1.32	1.37
	Beginner	1.20		
10.	Production Clerks and Floor Clerks			
	Grade "A"	1.43		
	Grade "B"	1.27	1.32	1.37
	Beginner	1.20		
11.	Expeditors			
	Grade "A"	1.47	1.52	1.57
	Grade "B"	1.33	1.38	1.43
	Beginner	1.20		

Schedule "B" (continued)

12. Inspectors.

Inspectors - Pre-Flight			
Grade "A"	1.88		
Grade "B"	1.75		
Grade "C"	1.66		
Inspectors - Tooling			
Grade "A"	1.88		
Grade "B"	1.64		
Grade "C"	1.47	1.52	1.57
Inspector - Machine Shop			
Grade "A"	1.66		
Grade "B"	1.52	1.57	
Grade "C"	1.36	1.41	1.46
Grade "D"	1.27		
Inspector - Production			
Grade "A"	1.64		
Grade "B"	1.52	1.57	
Grade "C"	1.36	1.41	1.46
Grade "D"	1.27		
Inspector - Gauges and Precision Instruments			
Grade "A"	1.64		
Grade "B"	1.52	1.57	
Grade "C"	1.36	1.41	1.46
Grade "D"	1.27		

13. Apprentices.

1st 1475 Hours	1.08
2nd 1475 Hours	1.19
3rd 1475 Hours	1.30
4th 1475 Hours	1.41
5th 1475 Hours	1.52
6th 1475 Hours	1.64

Schedule "B" (continued)

14.	Craters	1.47		
15.	Overhead Crane Operators			
	Grade "A"	1.42	1.47	1.52
	Grade "B"	1.27	1.32	1.37
16.	Equipment Operators and Truck Drivers			
	Grade "A"	1.42	1.47	1.52
	Grade "B"	1.27	1.32	1.37
	Beginner	1.20		
17.	Auto Mechanics			
	Journeymen	1.64		
18.	Carpenters (Not on Construction)			
	Journeymen	1.64		
19.	Electricians (Not on Construction)			
	Journeymen	1.70		
20.	Maintenance Mechanics			
	Journeymen	1.64		
21.	Maintenance Millwrights			
	Journeymen	1.64		
22.	Oilers	1.30		
23.	Painters (Not on Construction)			
	Journeymen	1.64		
24.	Steamfitters & Plumbers (Not on Construction)			
	Journeymen	1.70		

Schedule "B" (continued)

25. All new employees other than Journeymen, Inspectors Grade "A" and Apprentices, will work for a probationary period of six months and during the six months period will receive $.07 cents per hour less than the rate for their classification and grade.

26. After the completion of the probationary period of six months, they shall be classified as regular employees of the Company (hereinafter called classified) and they shall receive the minimum rate for their classification.

27. Increases above the minimum rates shall be automatic on the following basis where there is a range for the job grade in Schedule "B":

    1. On completion of six months after being classified - Mid Rate.

    2. On completion of twelve months after being classified - Top Rate.

Rehired employees shall be credited with all time worked toward automatic increases, where applicable, if they were laid off during the two years immediately preceding date of rehire.

28. The Company may, at its discretion, pay any employee at a rate higher than the rate for his classification.

29. All employees working on shifts other than the regular day shift shall be entitled to a rate of ten cents ($.10) higher than their regular day shift rate. In the event that the plant goes on a three-shift operating schedule, it is agreed that all shifts shall be paid for the same number of hours per shift. Any employees reporting for the third shift more than thirty-three (33) minutes after the start of the shift shall forfeit the premium paid for that shift. Payment will be made of the ten cents ($.10) per hour higher than the employee's regular day shift rate for the actual hours worked.

30. Employees working in pressurizing crew, who are required to work in aircraft under air pressure, shall be paid a rate of five ($.05) cents per hour higher than their regular rates.

Schedule "B" (continued)

31. A Leading Hand, meaning any employee in charge of a group of four or more other employees and responsible for their work, or a set-up man regularly engaged in setting up machines to be operated by others, shall be granted an automatic increase of ten cents ($.10) over his previous rate or five cents ($.05) per hour higher than the highest paid employee under him, whichever is the higher.

32. Rates of pay shall be changed to maintain employees earnings for a normal work week when hours are reduced to forty-one and one-quarter (44P) hours per week, as at 2nd April 1956.

33. The application of the terms of this Agreement shall not have the effect of reducing any employee's rate in force at the time of its execution.

SCHEDULE "C"

Regulations Re Annual Vacations with Pay for Hourly Rated Employees.

1. All hourly-rated employees will receive a vacation with pay for such portion thereof as they may be entitled in accordance with their length of service. Employees required to work during the shut-down period will be given their vacation at another time.

2. Employees entitled to Annual Vacation with Pay for Years 1955 and 1956.

   1. All hourly-rated employees having completed one year's continuous service will receive a vacation of one week with pay on the basis of 2% of his earnings from 1st May 1954 to 30th April 1955 for the vacation to be taken in 1955. Such employees will receive a vacation of one week with pay on the basis of 2% of their earnings from 1st May 1955 to 30th April 1956 for the vacation to be taken in 1956.

   2. All hourly-rated employees having completed more than one calendar month's continuous service, but less than one year, will receive a vacation with pay on the basis of 2% of their earnings from 1st May 1954 to 30th April 1955 for the vacation to be taken in 1955. Such employees will receive a vacation with pay on the basis of 2% of their earnings from 1st May 1955 to 30th April 1956 for the vacation to be taken in 1956.

3. Qualifying Year.

   The qualifying year during which service will count for vacation with pay will commence on 1st May and end on 30th April following.

4. Accrued Vacation Pay.

   Should an employee leave the employ of the Company, he shall be paid accrued pay on the basis of 2% of his earnings from the start of the qualifying year if he is entitled to a one week vacation or less and he shall be paid on the basis of 4% of his 6% earnings if he has qualified for a two week vacation. Any employee who resigns from the Company or is discharged shall be paid 2% of his earnings from the start of the qualifying year.

Schedule "C" (continued)

5. Employees in Company's Employ more than three years as at 1st May 1955 and as at 1st May 1956.

All hourly-rated employees who have been in the continuous employ of the Company for three years or more will be granted two week's vacation with pay on the basis of 4% of his earnings from 1st May 1954 to 30th April 1955 for the vacation to be taken in 1955. Such employees will be granted two week's vacation with pay on the basis of 4% of their earnings from 1st May 1955 to 30th April 1956 for the vacation to be taken in 1956.

6. Employees in Company's employ more than fifteen years as at 1st May 1955 and as at 1st May 1956.

All hourly-rated employees who have been in the continuous employ of the Company for fifteen years or more will be granted three weeks vacation with pay on the basis of 6% of their earnings from 1st May 1954 to 30th April 1955 for the vacation to be taken in 1955. Such employees will be granted three weeks vacation with pay on the basis of 6% of their earnings from 1st May 1955 to 30th April 1956 for the vacation to be taken in 1956.

7. Pay for Vacation.

Vacation pay will be paid in advance.

8. Continuous Service.

1. Continuous service for the purpose of annual vacation with pay shall be the same as continuous service for purposes of seniority referred to in Article No. 10.

2. Where an employee has been laid off and rehired during the vacation qualifying year, he shall receive vacation pay in accordance with Article 2 (2) above, based upon total actual employment during that year, less any accrued vacation pay received at time of lay-off.

9. Vacation pay for employees who have been absent on Group Insurance or Compendation weekly benefits, shall be computed on the basis of what their normal earnings would have been had they been at work during the period for which benefits were received.

LABOUR AGREEMENT

CANADAIR LIMITED AND

AIRCRAFT LODGE 712, I.A. of M.

1953-1954

C A N A D A I R

LIMITED - MONTREAL

19/3666

LABOUR AGREEMENT

BETWEEN

Canadair Limited, a body politic and corporate, duly incorporated according to the Laws of the Dominion of Canada, and having its head office and principal place of business in the Parish of St. Laurent, in the Province of Quebec, hereinafter referred to as "the Company",

PARTY OF THE FIRST PART

and

Local Lodge Number 712 of the International Association of Machinists, hereinafter referred to as "the Local Lodge",

PARTY OF THE SECOND PART

WITNESSETH:

The parties to these presents, and the employees covered by this Agreement, agree mutually as follows:

1 - PURPOSES OF AGREEMENT

The intentions and purposes of the parties to this Agreement are to promote and improve industrial and economic relations between the employees and the Company, to provide for orderly collective bargaining and to set forth herein the basic agreement covering the rates of pay, wages, hours of work and conditions of employment to be observed between the parties hereto.

It is recognized by this Agreement to be the duty of the Company and of its employees to cooperate fully, individually and collectively for the advancement of the said intentions and purposes.

Any provision of this Agreement which would or might come into conflict with the present or future provisions of Federal or Provincial laws, Orders-in-Council or Decrees of all Government bodies having jurisdiction in such matters, shall automatically be and become null and void.

2 - RECOGNITION

The Company recognizes the Local Lodge for the term and for the purpose of the present Agreement as the sole collective bargaining agency, in accordance with the provisions of the Labour Relations Act of Quebec, for the purpose of bargaining collectively for all Company employees within the scope of this Agreement. The employees so represented by the Local Lodge constitute the bargaining unit and the provisions of this Agreement shall apply only to the employees in the said bargaining unit.

The term "employees", as used in this Agreement, shall include all employees of the Company engaged in production and maintenance in its St. Laurent plant who are paid by the hour, except foremen, assistant foremen, draughtsmen, clerical employees, stationary enginemen, firemen, guards and watchmen, and cafeteria employees.

3 - MANAGEMENT

The Union recognizes that matters of administration and management of the Company, and the direction of the working force are vested exclusively in the Company. Nothing in this Agreement shall be interpreted as limiting the Company in any way in the exercise of the functions of management. Without limiting the generality of the foregoing, the responsibility for the management, operation, extension and curtailment of business and operations, the authority to direct, transfer, promote, demote, reprimand and discharge employees for proper cause, shall be vested exclusively in the Company, as well as the right to organize and supervise the work to be performed by the employees, to direct them in the course of their work, to maintain discipline, order and efficiency, and to determine the products to be manufactured and their design, the methods, processes and means of manufacturing and operating, the kinds and locations of the machines and tools to be used, the determination of production standards, and the kind and quality of materials to be incorporated in the products or productions aforementioned, subject to the right of any employee to lodge a grievance in the manner and to the extent as herein provided.

4 - STANDARD WORKING HOURS

A) The Standard Working Week shall be one of forty-two and one-half (42½) hours. The Standard Working day will be established by the Company and any changes will be discussed by the Company with the Shop Committee prior to effective date.

B) A Schedule shall be arranged by the Company to allow employees to return tools to the tool crib and for washing time and getting ready to leave, before the end of each shift.

STANDARD WORKING HOURS (Continued)

C) Late starting shall be penalized to the amount of fifteen (15) minutes for lateness in excess of three (3) minutes of each quarter of the hour, i.e. for lateness from four (4) to eighteen (18) minutes the penalty will be fifteen (15) minutes. From nineteen (19) to thirty-three (33) minutes, one half hour, etc. Late Starting up to one half hour shall not be taken into account in the calculation of overtime. Any employee starting more than one half hour late shall be required to work nine hours before his overtime rate becomes effective.

D) An employee who properly reports for work on any shift during the standard working week shall not be sent home, for reasons beyond his control, before the end of the half shift except in cases of emergency shut-down arising out of conditions beyond the Company's control.

E) When an employee is called in to work overtime, he shall be paid for not less than two hours. Time and one half will be paid for these hours if worked on a Saturday and double time will be paid if the employee works on a Sunday or a holiday.

5 - OVERTIME

A) Time worked in excess of nine hours in any one shift shall be considered as overtime.

B) Overtime shall be paid for at the rate of time and one-half until twelve hours have been worked on any one shift, and at the rate of double time thereafter. After twelve hours or more have been worked on any one shift, an interval of at least eight hours must elapse before an employee may again report for work unless authorization is given by the Superintendent in charge of the Department, or his delegate, to report before such eight hour interval had elapsed. The Superintendent in charge of the Department, or his delegate, will make a record in writing on the regular overtime forms when any such approval is given and such record shall constitute authority to pay double time until an eight hour interval has elapsed as above mentioned. Any time worked on a Saturday shall be paid for at the rate of time and one-half and any time worked on a Sunday shall be paid for at the rate of double time.

5 - OVERTIME (Continued)

C) 1 - The following days or any day declared by Statute or Decree to be observed as one of the holidays named below are recognized as Statutory Holidays:

New Year's, Good Friday, Victoria Day (24th May), St. Jean Baptiste Day, Dominion Day, Labour Day, Thanksgiving Day, Christmas Day.

2 - All hourly rated employees covered by this Agreement shall be paid their regular wages for nine (9) hours at straight time for the above statutory holidays where such holidays fall, or by Federal Decree are to be celebrated, on a normal working day.

NOTE: - This applies only to employees who do not work.

3 - All employee working on a holiday mentioned in Clause 5-C1 shall be paid double time for the hours worked and if the hours worked are less than nine (9) hours they shall be paid straight time for the difference between the number of hours worked and nine (9) hours.

D) A period of twenty-four (24) hours from the regular starting time of the regular day shift on Sundays and holidays as defined in Clause 5-C shall be considered as the period during which the double time rate shall apply.

E) No work will be performed on Sundays except in cases of emergency. The Shop Committee will be notified in such event. Work on Sundays and holidays will not be paid at an overtime rate if the employee takes another day off in the same pay week, except through sickness or by permission not necessary obtained in advance.

F) If it is found necessary, to maintain continuity of production, to place certain departments or processes on a regular 7-day week basis, then workers assigned to such Sunday work shall be assigned one (1) day off per week; they shall then not be paid double time for Sunday work, but if required to work on the assigned day off shall be paid double time for work on such day.

Three (3) days before any department or process is to be placed on a regular 7-day week basis, the Shop Committee will be informed of the reasons for doing so and shall have the right to make such representations and suggestions on the matter as it may deem proper and the change shall not be made effective until mutually agreed upon.

5 - OVERTIME (Continued)

G) It is understood and agreed by both parties that, in any case, Sunday work will be kept at a minimu. The Shop Committee is to be notified when Sunday work is required.

H) Overtime shall be distributed as equally as possible within departments.

I) Employees shall have the right to refuse overtime for plausible reasons but shall be subject to disciplinary action should they repeatedly refuse overtime work.

6 - CLASSIFICATIONS OF EMPLOYEES

A) Every employee shall be classified according to the classifications established by this Agreement, which are recognized by the Union, as outlined in attached Schedules "A" and "AA" to this Agreement.

Every employee shall be notified whenever his classification is changed.

The classification of employees in accordance with the detailed classifications, or as the same may be added to from time to time, shall be done by the Company.

7 - NAMES

Names of Foremen, Shift Foremen, Assistant Foremen and Leading Hands will be made available to the Shop Committee.

8 - SETTLEMENT OF DISPUTES

Disputes or grievances shall be dealt with by the Management representatives and the Grievance Committee during working hours in accordance with the following procedure:

A) Any question which an employee wishes to take up with the Company shall first be taken up directly by the employee, or at his option, through either the Committeemen or the Steward, with the Foreman concerned and the Foreman shall render his decision within two (2) clear working days.

8 - SETTLEMENT OF DISPUTES:

A) Continued:
Failing a satisfactory settlement, the matter shall be deemed to be a grievance. Any employee having a grievance shall present the grievance in writing to his/her Committeeman. The Committeeman may then refer the grievance directly to the Grievance Committee or to his steward, who in turn shall refer the grievance to the Grievance Committee. An employee may present his/her grievance to the Committeeman during working hours but, where a lengthy discussion is necessary, this shall be conducted outside working hours.

B) Any grievance arrived at in accordance with the foregoing procedure shall be dealt with by a representative authorized by the Management of the Company and the Grievance Committee.

C) Failing settlement, the grievance shall be referred to the Factory Manager and the Industrial Relations Manager by the Grievance Committee for negotiation and settlement.

D) Failing negotiation of a satisfactory settlement of a grievance by the foregoing steps, it will be deemed a dispute.

E) Any dispute arrived at in accordance with the foregoing procedure shall be referred, for final decision, to an Executive Officer of the Company by the Grievance Committee and the Business Agent of the Lodge.

F) All decisions in settlement of Grievances and Disputes arrived at between the Management of the Company and the Grievance Committee shall be final and binding upon both parties to this Agreement.

G) In the case of grievance involving adjustment in wage rates, the effective date of the wage adjustment shall be the beginning of the nearest payroll period to the date that the grievance was presented to the Management by the Grievance Committee, except in cases where the settlement of the grievance itself calls for an adjustment in wages as of some previous date. Where the grievance is not settled within two weeks of presentation, the settlement of the grievance shall include an effective date for the adjustment which will be not more than thirty days prior to the date of the presentation of the grievance.

9 - ARBITRATION

With respect only to any differences concerning the interpretation or violation of this agreement, if the Company and the Committee fail to reach an understanding, the matter may on the application of either party be referred to an Arbitration Committee composed of equal representatives of the Company and the Union, but not exceeding two of each, and a Chairman chosen by mutual agreement of the two parties.

Should the representatives of the two parties fail within five days to agree upon a Chairman, a Judge of the Superior Court, District of Montreal, shall on the joint application of both parties be requested to appoint a Chairman.

After the Arbitration Committee has been formed by the foregoing procedure, it shall meet and hear the evidence from both sides and render a decision within seven days of the end of the hearing. The decision of the Arbitration Committee will be final and binding on both parties.

10 - COMMITTEE OF THE UNION

The Shop Committee shall be made up of all Shop Committeemen of all departments in the Plant. The Plant shall be divided into sections and the Committeemen in each section shall elect a Shop Steward. The Shop Committee shall elect Plant Chairmen as required for each shift. The Plant Chairmen shall have the privilege to appoint temporarily a committeeman or a steward until an election can be held. The Committeemen and Stewards shall elect a sub-committee to be known as the Grievance Committee. All Committeemen, Stewards, Chairmen and members of the Grievance Committee shall be employees of the Company.

The ratio of the total number of employees of the Company who are Union Officers, Committeemen, Stewards, Plant Chairmen and Grievance Committeemen, to the total of employees covered by this Agreement, shall not exceed one (1) to forty-five (45).

11 - RATING

A) The rating of the employee in accordance with the classifications in this Agreement, shall be done by the Company, and where there is a difference of opinion, in collaboration with the Shop Committee. In the case of a disagreement over any rating, the employee concerned will be given an opportunity to show whether or not he can qualify for the classification which he believes he deserves provided a vacancy in such classification occurs.

11 - RATING

A) Continued:

The opportunity to qualify for a higher classification shall be relevant to the work normally done in the applicant's trade by workers of the desired rating, and shall be supervised by the representative of the Shop Committee and the Superintenient of his delegate. Any employee who has failed in a test shall retain his previous classification.

The above shall not have the effect of over-ruling the definition of a Journeyman, as defined in Schedule "A".

B) The Company agrees to notify the Shop Committee of the date that changes in rate or classification brought about by the coming into force of this Agreement, shall be in the hands of the employees. No request for re-classification of such employees, as a result of the coming into force of this Agreement, shall be entertained by the Company unless presented to the Management within thirty (30) days of said date.

12 - SENIORITY

Seniority is the length of continuous service in the employ of the Company.

A) Seniority shall be established after a probationary period of six months continuous service in the employ of the Company and shall count from the date of employment.

B) An employee shall cease to have seniority and to be on any seniority list and shall break his continuous service for the following reasons:

1 - Resignation,
2 - Discharge,
3 - An employee recalled to work who fails to report for work within 21 days after notice has been sent to his address on record in the Industrial Relations Department. Within fourteen days from the giving of the notice written notification will be given to the Union by the Company advising that the employee is to lose his seniority unless he reports to the Company within the said 21 days delay.
4 - Loss of a period of time in excess of 1 year through continuous layoff.

C) Seniority shall not accumulate during periods of lay-off.

13 - LAY-OFF

A) In all cases of lay-offs, employees shall be listed by department in order of seniority, the last hired at the bottom of the list. Proceeding upwards from the bottom of the list, the following factors shall then be considered:

1 - Ability, skill and experience,
2 - Seniority.

In case of equally qualified employees, seniority will be the determining factor. A copy of the list mentioned above shall be supplied to the Shop Committee three days in advance.

B) Members of the Shop Committee shall have special favourable consideration as to seniority in the event of lay-off due to lack of work. In any case, lay-off or discharge of a Committee member may be effected by the Industrial Relations Manager only.

C) When an employee with plant seniority standing is due to be laid off in his department, he shall be given the opportunity to transfer to any other department in which work may be available, provided he is qualified to perform this work.

D) The Company agrees to discuss with the Grievance Committe any case of heriship or alleged injustice arising out of any lay-off made in accordance with the above procedure.

14 - TRANSFERS

In the event of an employee wishing to transfer from one Department to another, he may file with the Management, through the Employment Manager, in his own time, an application for such transfer. He may confer with his supervisor, foreman or department head concerning his desire. If the employee's record merits such a change and there is open a position in the department into which he wishes to transfer, full consideration shall be given said employee before a new employee is hired to fill the vacancy. The Industrial Relations Department shall maintain a file of employees desiring to transfer and shall consult such file when filling vacancies.

15 - DISCHARGE

The Company shall notify the Grievance Committee of the reason for the discharge of any employee covered by this Agreement at the same time that the employee is notified of his/her discharge.

16 - SHOP COMMITTEE PERSONNEL

The Shop Committee agree to notify the Management of the Company promptly of the names of its Shop Committeemen, Committee Chairmen, Stewards and Grievance Committee members as they are elected or appointed by the employees of the Company, and to notify of any changes which take place from time to time.

17 - LEAVE OF ABSENCE

A) Any employee who becomes a delegate of the Local Lodge (not exceeding six (6) in number) shall be given leave of absence without pay for the transaction of Union business.

B) Any employee elected as a full time Union official to perform Union duties outside the plant shall be considered as on leave of absence. Upon the expiration of his/her term of office, he/she shall be re-employed at a rate not lower than that which he/she was receiving last prior to his her leave of absence, and seniority shall accumulate throughout his/her leave of absence.

18 - VACATIONS WITH PAY

Vacations with pay will be granted by the Company to employees in accordance with rules and regulations set out in Schedule "B" attached hereto.

19 - NO DISCRIMINATION

A) It is expressly understood that employees are entirely at liberty to join the Local Lodge or not, as they see fit.

B) The Company agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization.

C) The Local Lodge agrees that it will not discriminate against, coerce, restrain or influence any employee because of his membership or non-membership, his activity or lack of activity in any labour organization.

20 - DISCIPLINE

The Local Lodge recognizes the right of the Company to discipline its employees for infractions of Company rules and regulations.

20 - DISCIPLINE (Continued)

Nothing in this Agreement shall prejudice the right of the Company to terminate the employment of any employee for cause. Without waiver of the foregoing however, the Company agrees to give consideration to any representations which the Grievance Committee may see fit to make in cases where it considers the Company may have acted with undue severity.

21 - NO STRIKES - NO LOCKOUTS

In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances the Local Lodge agrees that, during the life of this Agreement there shall be no strikes, sit-down or stoppage of work, either complete or partial, and the Company agrees that there shall be no lock-out.

22 - RENEWAL AND TERMINATION

This Agreement shall become effective on the first day of October, nineteen hundred and fifty three and shall remain in full force and effect until the last day of September, nineteen hundred and fifty-four.

It shall remain binding for a further period of one year, unless either party shall give a written notice to the other party within a dealy which shall not be more than sixty (60) days nor less than thirty (30) days prior to the expiration of such period.

23 - AUTHORIZATION FOR THE CHECK-OFF OF UNION DUES

The following form when signed by an employee will authorize the Company to deduct Union Dues from his wages:

"I hereby authorize and instruct Canadair Limited to deduct from any wages due me on the third pay-day of each month the amount of the monthly Union Dues as per the By-Laws and Constitution of Aircraft Lodge 712 of the International Association of Machinists and to transmit same to the Financial Secretary of Local Lodge 712 in payment of my dues as a member of that Lodge.

"This authorization shall be and remain irrevocable until 30 days before the expiration date of the collective agreement presently in effect. During this 30 days period the present authorization may be cancelled by me on written notice to the Company and the Union on forms provided".

24 - PRIOR AGREEMENT TERMINATED

The Labour Agreement made between the Parties hereto and dated 22nd, October 1952 is terminated effective as of 1st, October, 1953.

DATED AT MONTREAL, THIS Thirteenth (30th) DAY OF OCTOBER, 1953.

For the Union:

Robert Unreadable

O. Lefebre

J. Gideois

George Bayer

Robert Lavoie

Henry Bonanm

C. Desrochers

Louis Laberge Aldo Caluori
Business Representative.

Gérard Désilets

For the Company:

Moneale
Vice-President

Unreadable
Secretary-Treasurer

Approbed by Grand Lodge, International Association of Machinists.

Geo. P. Schollie
Canadian Vice-President.

CANADAIR LIMITED

1, - TOOLMAKING — SCHEDULE "A"

Jigmaker	Journeyman Class "A" Class "B"
Patternmaker	Journeyman Class "A" Class "B"
Template Layout Man	Journeyman Class "A" Class "B"
Tool & Die Maker	Journeyman Class "A" Class "B"

2, - JOURNEYMAN

A Journeyman shall be one who has satisfied the Company that he has passed through a recognized apprenticeship training, or has satisfied the Company as to his experience and ability, and is competent to work directly from drawings and perform all operations in his trade without direction from others and who has been assigned work in one of the following skilled trades:

Aircraft Mechanic	Joiner	Radar Technician
Cable Splicer	Machinist - Tool Shop	Radio Technician
Drop Hammer Operator	& Machine Shop	Sign Writer
Doper	Mechanic - Preflight	Sheet Metal Worker
Electrician	Moulder	Template Layout Man
Finisher	Painter	Upholsterer
Fitter	Plastic Worker	Welder - Electric
Instrument Repairman	Patternmaker	Welder - Gas
Jig, Tool & Die Maker	Pipe & Tube Bender	

Sheet Metal Workers to include those doing Wheeling, Stretch-pressing, Spinning and Hand Bumping.

SCHEDULE "A"

3. - PRODUCTION WORKER CLASS "A"

A Class "A" Production Worker is one engaged under supervision in repetitive machine, assembly, bench or finishing work, after instruction therein, and able to read detailed drawings where necessary and has been assigned work in one of the following classifications:

Aircraft Mechanic
Cable Splicer
Drop Hammer Operator
Doper
Electrician
Electric Plater
Finisher
Fitter
Heat Treat Operator
Instrument Repairman
Joiner
Plastic Worker
Machine Operator
Moulder
Painter
Radio Technician
Radar Technician
Rivetter
Sandblaster
Sheet Metal Worker
Sign Writer
Sprayer
Seamstress
Upholsterer
Welder

4. - PRODUCTION WORKER CLASS "B"

A Class "B" Production Worker is one who is engaged in repetitive machine, assembly, bench or finishing work which requires less training, experience or skill than the work done by Class "A" Production Workers.

5. - BEGINNER

A Beginner shall be an employee who has no previous workshop experience in the kind of work on which he is engaged. An employee hired as a Beginner shall be so classified for a period of six months from the end of his probationary period and at the end of that time shall be classified as a Production Worker, Class "B".
The Company may, at its discretion, promote or discharge a Beginner at any time prior to the expiration of the said probationary period of six (6) months. Tankkeepers (Beginners) shall be subject to the same regulations as Beginners generally, except the time period shall be three (3) months from the end of their probationary period.

6. - LABOURERS, SWEEPERS AND MATERIAL TRUCKERS

Those men commonly understood as such and performing no manufacturing or clerical operations, nor the operation of any other trade listed in this Agreement. Men employed in pushing trucks of material supply will be included in this classification.

SCHEDULE "A"

6. - LABOURERS, SWEEPERS AND MATERIAL TRUCKERS (Continued)

This classification shall include the following personnel, provided they are employed wholly on the jobs indicated:

Messenger Boys
Rivet Sorters
Removing Burrs on Light Materials
Rivet Boys
Part Stamping
Banding Pipelines
Banding Cable & Wire Assemblies
Cerro Bend Tube Fillers
Parcelling or Wrapping.

7. - STRIPPERS, CLEANERS AND POLISHERS

Shall be those regularly engaged in preparing the airplane and its components by the following operations: Paint stripping, cleaning, sweeping and polishing.

8. - STORESMEN AND STOCK CHASERS

Storemen Class "A" are those engaged under supervision and with sufficient knowledge of their section of the Stores to operate alone or to instruct others in the work.

Storesmen Class "B" are those who have less training, experience or skill than is necessary for the work done by Class "A" Storesmen.

Sotresmen-Beginners shall be classified under and subject to the same regulations as Beginners on Production.

Stockchasers shall be classified under the categories of "A" and "B" and "Beginner" in a manner similar to Storesmen.

The classification of Storesmen also includes personnel employed in Tool Cribs as indicated in Clause 9.

9. - TOOL CRIB ATTENDANTS

Tool Crib Attendants Class "A" are those engaged under supervision and with sufficient knowledge of the work required to work alone or instruct others in the work.

Tool Crib Attendants, Class "B", are those who have less training and experience than Class "A" Attendants and who operate Tool Cribs alone or with one worker under their supervision.

Beginners shall be classified under and subject to the regulations as beginners on production and shall be responsible to the Tool Crib Attendant.

SCHEDULE "A"

9. - TOOL CRIB ATTENDANTS (Continued.)

There shall be a minimum of one Class "A" Attendant employed on each shift in Tool Cribs serving Machine and Tool Shops.

Tool Crib Attendants employed in Tool Cribs other than those serving Machine and Tool Shops shall be classified as Storesmen in accordance with Clause 8.

10. - CONTROL BOOTH CLERKS (IN THOSE PLANTS WHERE THIS POSITION EXISTS)

Control Booth Clerk shall be one who is in charge of a Control Booth. This classification shall be divided into categories "A" and "B", depending upon the experience and responsibility involved.

11. - TIMEKEEPERS, PRODUCTION CLERKS AND FLOOR CLERKS

Shall be graded under categories "A", "B" and "Beginner". The Beginner category shall be subject to the same regulations as Beginners on Production, except in the case of Timekeeper Beginner classification the period shall be three (3) months from the end of the probationary period.

12. - EXPEDITERS

Shall be graded under Categories "A", "B" and "Beginner". The Beginner category shall be subject to the same regulations as Beginners on Production.

13. - INSPECTORS

Inspector Pre-Flight - Class "A"

An Inspector, Pre-Flight, Class "A", is one who is assigned to, engaged in, and capable of certifying an aircraft for initial or subsequent flights after manufacture or overhaul. He must hold a valid Department of Transport Aircraft Maintenance Engineer Licence in the "M" category with a two or four engine endorsement.

Inspector Pre-Flight - Class "B"

An Inspector, Pre-Flight, Class "B", is one who is assigned to, engaged in, and capable of certifying military aircraft for initial and subsequent flight after manufacture or overhaul.

Inspector Pre-Flight - Class "C"

An Inspector, Pref-Flight, Class "C", is one who is working in Pre-Flight Departments, and is assigned to, engaged in and capable of checking aircraft systems and performing operational checks to drawings and Canadair Functional Procedures.

SCHEDULE "A"

13 - INSPECTORS (Continued)

Inspector, Tooling - Class "A"

A Tooling Inspector, Class "A" shall be one engaged in and capable of inspecting all types of tools, jigs, templates, patterns and gauges working from primary information without direction.

Inspector, Tooling - Class "B"

A Tooling Inspector, Class "B", is one engaged in and capable of inspecting secondary tools, jigs, templates, patterns and gauges. He shall be capable of carrying out any inspection operation without direction.

Inspector, Tooling - Class "C"

A Tooling Inspector, Class "C", is one engaged in and capable of inspecting simple form blocks to templates or approved samples, punch dies and strippet gauges to approved templates, rough structure or jigs and on handling fixtures and minor maintenance to same. Simple flat patterns and photo templates from approved T.D.I.'s. Routine checking and adjustment of Standard gauges and torque wrenches. To assist and work under direction of Senior Personnel.

Inspector, Production - Class "A"

An Inspector Production, Class "A", is one engaged in and capable of inspecting complete aircraft systems, details requiring elaborate set-ups and calculations, complex functional testing, complex processes and procedures. He shall be capable of carrying out any operation without direction.

Inspector, Production - Class "B"

An Inspector Production, Class "B", is one engaged in and capable of inspecting all structure and secondary installations, details other than those requiring elaborate set-ups and calculations, and routine functional and process checking to established procedures. Some direction normally required.

Inspector, Production - Class "C"

Inspector Production Class "C", is one engaged in the inspection of details, processes, minor sub-assemblies and simple standard guages.

SCHEDULE "A"

13 - INSPECTORS (Continued)

Inspector Production - Class "D"

Inspectors Production Class "D" shall be employees who have no previous workshop experience in the kind of work on which they are engaged. An employee hired as an Inspector Production Class "D" shall be so classified for a period of six (6) months from the end of his probationary period and at the end of that time shall be classified as an Inspector Production Class "C". The Company may, at its discretion, promote or discharge an Inspector Production Class "D", at anytime prior to the expiration of the said probationary period of six (6) months.

14 - APPRENTICES

Apprentices (between the ages of 16 and 19 years) may be employed in the proportion of one apprentice to five (5) Journeymen, in the following trades:

Electricians	Machinists	Jig Makers	Carpenters
Toolmakers	Millwrights	Fitters	Steamfitters
Aircraft Mechanis	Sheet Metal Workers	Pattern Makers	& Plumbers

Apprenticeship shall be for a period of Eleven Thousand and One Hundred hours (11,100).

15 - MAINTENANCE WORKERS

This Classification shall include:

Craters or those doing comparable work
Oilers
Maintenance Mechanics
Maintenance Millwrights
Steamfitters and Plumbers
Electricians
Carpenters
Painters
Auto Mechanics
Equipment Operators
Overhead Crane Operators
Truck Drivers.

All other workers in Maintenance, not otherwise classified, shall be graded and rated in the same manner as Production workers.

SCHEDULE "AA"

1 - TOOLING - Tool & Die Makers, Jig Makers, Template Makers and Pattern Makers.

Journeymen	$1.83		
Class "A"	1.49	1.54	1.59
Class "B"	1.34	1.39	1.44

2 - MACHINISTS - Tool Shops & Machine Shops

Journeymen	1.61		
Class "A"	1.37	1.42	1.47
Class "B"	1.22	1.27	1.32
Beginner - Machine Shop only	1.15		

3 - PRE-FLIGHT MECHANICS

Journeymen	1.61		
Class "A"	1.37	1.42	1.47
Class "B"	1.22	1.27	1.32
Beginners	1.15		

4 - PRODUCTION WORKERS

Journeymen	1.59		
Class "A"	1.37	1.42	1.47
Class "B"	1.22	1.27	1.32
Beginner	1.15		

5 - APPRENTICES

1st 1850 Hours	1.03
2nd 1850 Hours	1.14
3rd 1850 Hours	1.25
4th 1850 Hours	1.36
5th 1850 Hours	1.47
6th 1850 Hours	1.59

6 - INSPECTORS

Inspectors - Pre-Flight			
Class "A"	1.83		
Class "B"	1.70		
Class "C"	1.61		
Inspectors - Tooling	1.83		
Class "A"	1.59		
Class "B"	1.42	1.47	1.52
Class "C"			

SCHEDULE "AA"

6 - INSPECTORS (Continued).

Inspectors - Machine Shop			
Class "A"	1.61		
Class "B"	1.42	1.47	1.52
Class "C"	1.31	1.36	1.41
Class "D"	1.22		
Inspectors - Production			
Class "A"	1.59		
Class "B"	1.42	1.47	1.52
Class "C"	1.31	1.36	1.41
Class "D"	1.22		

7 - CONTROL BOOTH CLERKS			
Class "A"	1.42	1.47	1.52
Class "B"	1.37	1.42	1.47

8 - EXPEDITERS			
Class "A"	1.42	1.47	1.52
Class "B"	1.28	1.33	1.38
Beginner	1.15		

9 - LABOURERS, WEEPERS AND MATERIAL TRUCKERS	1.20		

10 - PRODUCTION CLERKS, FLOOR CLERKS AND SHIPPERS			
Class "A"	1.28	1.33	1.38
Class "B"	1.22	1.27	1.32
Beginner	1.15		

11 - SORTSMEN AND STOCK CHASERS			
Class "A"	1.37	1.42	1.47
Class "B"	1.22	1.27	1.32
Beginner	1.15		

12 - STRIPPERS, POLISHERS AND CLEANERS	1.27		

13 - TIMEKEEPERS			
Class "A"	1.37	1.42	1.47
Class "B"	1.22	1.27	1.32
Beginner	1.15		

14 - TOOL CRIB ATTENDANTS (SERVES MACHINE & TOOL SHOP)			
Class "A"	1.42	1.47	1.52
Class "B"	1.27	1.32	1.37
Beginner	1.15		

SCHEDULE "AA"

15 -	AUTO MECHANICS			
	Journeyman	1.59		
16 -	CARPENTERS - Not on Construction			
	Journeyman	1.59		
17 -	CRATERS	1.42		
18 -	ELECTRICIANS - Not on Construction			
	Journeymen	1.65		
19 -	MAINTENANCE MECHANICS			
	Journeymen	1.59		
20 -	MAINTENANCE MILLWRIGHTS			
	Journeymen	1.61		
21 -	OILERS	1.25		
22 -	PAINTERS - Not on Construction			
	Journeymen	1.59		
23 -	STEAMFITTERS & PLUMBERS - Not on Construction			
	Journeymen	1.65		
24 -	OVERHEAD CRANE OPERATORS			
25 -	EQUIPMENT OPERATORS			
26 -	TRUCK DRIVERS			
	Class "A"	1.37	1.42	1.47
	Class "B"	1.22	1.27	1.32
	Beginner	1.15		

All new employees hired in classifications other than Journeymen, Inspectors Pre-Flight, Inspectors Tooling "A", Inspectors Production "A", and Apprentices will work for a probationary period of six months and during the six months period will receive .07 cents per hour less than the rate for their classification.

After the completion of the probationary period of six months, they shall be classified as regular employees of the Company (hereinafter called classified) and they shall receive the minimum rate for their classification.

SCHEDULE "AA"

Increases above the minimum rates shall be automatic on the following basis where there is a range for the job classification, 1) on completion of six months after being classified - Mid Rate: 2) on completion of twelve months after being classified - Top Rate.

The Company may, at its discretion, pay any employee at a rate higher than the rate for his classification.

All employees working on shifts other than the regular day shift shall be entitled to a rate of ten cents (10¢) higher than their regular day shift rate. In the event that the Plant goes on a 3-shift operating schedule, it is agreed that all shifts shall be paid for the same number of hours per shift. Any employees reporting for the third shift more than 33 minutes after the start of the shift shall forfeit the premium paid for that shift, however, payment will be made of the ten cents (10¢) per hour higher than the employee's regular day shift rate for the actual hours worked.

Employees working in pressurizing crew, who are required to work in aircraft under air pressure, and those employed regularly doing cleaning work using Turco shall be paid a rate of .05¢ per hour higher than their regular rates.

A Leading Hand, meaning any employee in charge of a group of four or more other employees, and responsible for their work, or a set-up man regularly engaged in setting up machines to be operated by others, shall be granted an automatic increase of ten cents (10¢) over his previous rate or five cents (5¢) per hour higher than the highest paid employee under him, whichever is the higher.

The application of the terms of this Agreement shall not have the effect of reducing any employee's rate in force at the time of its execution.

COST-OF-LIVING ALLOWANCE

All employees shall be paid a cost-of-living allowance in accordance with the following table:

Dominion Bureau of Statistics Cost-of-Living Index for Montreal	Cost-of-Living Allowance per hour
195.6 - 196. 8	Nil
196.9 - 198.1	1¢
198.2 - 199.4	2¢
199.5 - 200.7	3¢
200.8 - 202.0	4¢
202.1 - 203.3	5¢
203.4 - 204.6	6¢
204.7 - 205.9	7¢
206.0 - 207.2	8¢
207.3 - 208.5	9¢
208.6 - 209.8	10¢
209.9 - 211.1	11¢
211.2 - 212.4	12¢
212.5 - 213.7	13¢

SCHEDULE "8A"

COST-OF-LIVING ALLOWANCE (CONTINUED)

Dominion Bureau of Statistics Cost-of-Living Index for Montreal	Cost-of-Living Allowance per hour
213.8 - 215.0	14¢
215.1 - 216.3	15¢
216.4 - 217.6	16¢
217.7 - 218.9	17¢
219.0 - 220.2	18¢

and so forth, with 1¢ adjustment for each 1.3 point change in the index.

Based on the above table, adjustments in the amount of the bonus shall be made the first Monday following the 1st of January, 1953, if warranted and at quarterly intervals thereafter for the duration of the Agreement, based on the Dominion Bureau of Statistics Cost-of-Living Index for Montreal published in December 1952, and at quarterly intervals thereafter.

The amount of the Cost-of-Living allowance which shall be effective for any of the three month periods as provided in the preceding paragraph, shall be in accordance with the above table.

Cost-of-Living adjustments shall be made upwards or downwards as indicated by the Cost-of-Living Index but in no event shall a decline in the index below 195.6 provide the basis of a reduction in the wage scale.

In the event the Dominion Bureau of Statistics does not issue the Cost-of-Living Index on or before the beginning of the first pay period in the quarterly period subject to adjustment, any adjustment required shall be made at the beginning of the first pay period following receipt of the Index.

No adjustment, retroactive or otherwise, shall be made due to any revision which may later be made in any published Dominion Bureau of Statistics Cost-of-Living Index for Montreal.

Continuance of the Cost-of-Living allowance shall be dependent upon the availability of the official monthly Dominion Bureau of Statistics Cost-of-Living Index calculated on the same basis and in the same form as that published in October, 1951, unless otherwise agreed by the parties.

CANADAIR LIMITED

SCHEDULE "B"

REGULATIONS RE ANNUAL VACATIONS WITH PAY FOR HOURLY RATED EMPLOYEES.

1 - All hourly-rated employees will receive a vacation with pay for such portion thereof as they may be entitled in accordance with their length of service.

Employees required to work during the shut-down period will be given their vacation at another time.

2 - EMPLOYEES ENTITLED TO ANNUAL VACATION WITH PAY FOR YEAR 1954.

1 - All hourly-rated employees having completed one year's continuous service will receive a vacation of one week with pay on the basis of 2% of his earnings from May 1st, 1953 to April 30th, 1954 for the vacation to be taken in 1954.

2 - All hourly-rated employees having completed more than one calendar month's continuous service, but less than one year, will receive a vacation with pay on the basis of 2% of his earnings from May 1st, 1953 to April 30th, 1954 for the vacation to be taken in 1954.

3 - QUALIFYING YEAR.

The qualifying year during which service will count for vacation with pay will commence on 1st May and end on 30th April following.

4 - ACCRUED VACATION PAY.

Should an employee leave the employ of the Company, he shall be paid accrued vacation pay on the basis of 2% of his earnings from the start of the qualifying year if he is entitled to a one week vacation or less and he shall be paid on the basis of 4% of his earnings if he has qualified for a two week vacation. Any employee who resigns from the Company or is discharged shall be paid 2% of his earnings from the start of the qualifying year.

5 - EMPLOYEES IN COMPANY'S EMPLOY MORE THAN FOUR YEARS AS AT MAY 1, 1954.

All hourly-rated employees who have been in the continuous employ of the Company for four years or more will be granted one additional week's vacation with pay on the basis of 2% of his earnings from May 1st, 1953 to April 30th, 1954 for the vacation to be taken in 1954.

SCHEDULE "B"

6 - PAY FOR VACATION

Vacation pay will be paid in advance.

7 - CONTINUOUS SERVICE

1 - Continuous service for the purpose of annual vacation with pay shall be the same as continuous service for purposes of seniority referred to in Article #12.

2 - Where an employee has been laid off and rehired during the vacation qualifying year, he shall receive vacation pay in accordance with Article 2 (2) above, based upon total actual employment during that year, less any accrued vacation pay received at time of lay-off.

LABOUR AGREEMENT

CANADAIR LIMITED

AND

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA

1952-1954

CANADAIR
Limited- Montréal

19/3249

LABOUR AGREEMENT

BETWEEN:

Canadair Limited, a body politic and corporate, duly incorporated according to the Laws of the Dominion of Canada, and having its head office and principal place of business in the Parish of St-Laurent , in the Province of Quebec, hereinafter referred to as "The Company".

PARTY OF THE FIRST PART

AND

the hourly- rated Power and Compressor Room employees of Canadair Limited as represented by the National Union of Operating Engineers of Canada, hereinafter called "The Union".

PARTY OF THE SECOND PART

I. PURPOSE

It is the intention of this Agreement to maintain a harmonious relationship between the Company and its steam plant employees, to provide an amicable method of settling any differences which may arise between them and to set forth the conditions of employment to be observed between the Company and the Union.

2. RECOGNITION

THE Company recognizes that the Union has been duly certified by the Labour Relations Board of the Province of Quebec as sole bargaining agent for the hourly-rated Power and Compressor Room employees and that the Union has consequently all the rights inherent to such certification.

3. GRIEVANCE COMMITTEE

The Union will elect or appoint "One Shop Steward" for each plant and supply the Company with the names of same, whom said Company shall then recognize. The Shop Steward shall be the person to present to the Company and grievance that may arise out of this Agreement.

4. SETTLEMENT OF DISPUTES

Disputes or grievances shall be dealt with by the Management representatives and the Stewards in accordance with the following procedure:

A) Any question which an employee wishes to takeup with the Company shall first be taken up directly by the employee, or at his option, through the Steward, with the Chief Engineman and the Chief Engineman shall render his decision within two (2) clear working days. Failing a satisfactory settlement, the matter shall be deemed to be a grievance. Any employee having a grievance shall present the grievance in writing to the Steward during working hours, but, where a lengthy discussion is necessary, this shall be conducted outside working hours.

B) Any grievance arrived at in accordance with the foregoing procedure shall be dealt with by a representative authorized by the Management of the Company and the Stewards.

C) Failing settlement the grievance shall be referred to the Personnel Manager by the Stewards for negotiation and settlement.

D) Failing negotiation of a satisfactory settlement of a grievance by the foregoing steps, it will be deemed a dispute.

E) Any dispute arrived at in accordance with the foregoing procedure shall be referred to an executive officer of the Company by the Stewards and the Business Agent of the Union for discussion and decision. The decision of the executive officer of the Company shall be final.

F) All decisions in settlement of Grievance and Disputes arrived at between the Management of the Company and the Stewards shall be final and binding upon both parties to this Agreement.

G) In the case of a grievance involving adjustement in wage rates, the effective date of the wage adjustment shall be the beginning of the nearest payroll period to the date that the grievance was presented to the Management by the Stewards, except in cases where the settlement of the

4. SETTLEMENT OF DISPUTES (Continued)

G) grievance itself calls for an adjustment in wages as of some previous date. Where the grievance is not settled within two weeks of presentation, the settlement of the grievance shall include an effective date for the adjustment which will not be more than thirty days prior to the date of the presentation of the grievance.

5. ARBITRATION

WITH RESPECT ONLY TO ANY DIFFERENCES concerning the interpretation or violation of this Agreement, if the Company and the Stewards fail to reach an understanding, the matter may on the application of either party be referred to an Arbitration Committee composed of equal representatives of the Company and the Union, but not exceeding two of each, and a Chairman chosen by mutual agreement of the two parties.

Should the representatives of the two parties fail within five days to agree upon a Chairman, a Judge of the Superior Court, District of Montreal, shall on the joint application of both parties be requested to appoint a Chairman.

After the Arbitration Committee has been formed by the foregoing procedure, it shall meet and hear the evidence from both sides, and render a decision within seven days of the end of the hearing. The decision of the Arbitration Committee will be final and binding on both parties.

6. NO STRIKES; NO LOCKOUTS

During the term of this Agreement, the Company agrees that there shall be no lockout and the Union agrees that there shall be no slowdown, strike or other stoppage of work.

7. MANAGEMENT

The Management of the plants, the direction of the employees, including the right to hire, suspend or discharge for proper causes; and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Company in accordance with the terms of this Agreement.

8. CLASSIFICATION OF PLANTS

A) For the purpose of this Agreement, Plants to I, and No. 2. shall be recognized as first, class plants including Boilers, Bunkers, Compressors, Fire Pumps, Sewage Pum s, etc. and Plant No. 4 as a second class plant, in accordance with the "QUEBEC ENGINEMEN'S ACT." . A first class engineer shall be in charge at Plant No. I and Plant No. 2 and a second class Engineer shall be in charge at Plant No. 4 and these men shall not come under the jurisdiction of this Agreement.

9. CLASSIFICATION OF EMPLOYEES

Employees will be classified by the Company in accordance with the detailed classifications contained in Schedule "A".

10. WAGES WORKING HOURS AND CONDITIONS OF EMPLOYMENT

Rates of wages, effective Novembe 1, 1952, hours of work and holiday regulations are attached hereto as Schedules "A" "B" and "E" and shall remain in force until the expiration of this Agreement.

11. STATUTORY HOLIDAYS

I. The following days or ny day declared by Statute or Dreree to be observed as one of the hol days named below are rseognized as Statutory Holidays.

New Year's, Good Friday, Victoria Day, (24th May) St-Jean Baptiste Day, Dominion Day, Labour Day, Thanksgiging Day, Christmas Day.

2. All hourly rated employees covered by this Agreement shall be paid their regular w ges for a standard working day at straight time for the above statutory holidays where such holiday fall, or by ederal Dsoree are to be celebrated, on a normal working day.

3. All employees working on a holiday mentioned in Clause II-1 shall be paid double time for the hours worked and if the hours worked are less than the hours for the Standard Working day, they shall be paid straight time for the hours unworked.

12. SENIORITY

A) Insofar as may be practicable, in reduction, restoration and advancement, selection or employees shall be made according to their seniority, competency and productive efficiency, i.e. if competency and productive efficiency are equal, length of continuous service with the Company shall be the deciding factor.

B) An employee may, at the discretion of the Company, cease to have his seniority rights, and his employee's status with the Company may be terminated for all purposes if:

1. He leaves voluntarily.
2. He is discharged.
3. He overstays an authorized leave of absence for a period of three days without just cause.

13. SAFETY AND HEALTH

The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment; such devices as the Company required 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.

14. BENEFITS

Benefits presently enjoyed by the employees in general, excluding hours of work, wage rates and other exceptions, as well as future benefits to employeesin general , shall continue to apply to all employees covered by this Agreement.

15. DISCHARGE

The Company shall notify the Shop Steward of the reason for the discharge of any employee covered by this Agreement at the same time that the employee is notified of his discharge.

16. NOTICE

Any notice required to be sent to the Company shall be effectively given when mailed to:

CANADAIR LIMITED
P.O. Box #6087, MONTREAL. P.Q.

and any such notice required to be given to the Union shall be effectively given when mailed to:

NATIONAL UNION OF OPERATING
ENGINEERS OF CANADA

ROOM, IO, MONUMENT NATIONAL,

II82, ST. LAWRENCE BOULEVARD, MONTREAL P.Q.

ROOM 10, MONUMENT NATIONAL
1182 ST-LAWRENCE BOULEVARD. MONTREAL. P.Q.

17. RENEWAL AND TERMINATION

This Agreement shall become effective on the first day of November nineteen hundred and fifty-two and shall remain in full force and effect until the last day of October, nineteen hundred and fifty-four .

18. AUTHORIZATION FOR THE CHECK-OFF OF UNION DUES

The following form, when signed by an employee and received by the Company will authorize the Company to deduct Union Dues from his wages.

"I, the undersigned, hereby authorize Canadair Limited to deduct regular monthly Union dues of $2.00 dollars, from the balance remaining after all compulsory deductions and deductions authorized by me have been made, from the wages payable to me on the third pay-day of each month, and to pay the sum so deducted to the Secretary-Treasurer of Headquarters Local , National Union of Operating Engineers of Canada.

This authorization shall become effective when received by the Company and shall remain in effect until notice in writing revoking said authorization shall have been signed by me and received by the Company, provided however that it is understood and agreed that this authorization may be cancelled by me only during the last 30 days of the Agreement".

DATED AT MONTREAL QUEBEC THIS.....DAY OF NOVEMBER 1952.

FOR THE UNION

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA.

P.Dessureault
J.Pollock
M.Lachance
Antonio Maserola

FOR THE COMPANY

CANADAIR LIMITED

G.Rotman
President

Unreadable
Secretary-treasurer

C A N A D A I R _ L I M I T E D

SCHEDULE "A"

WAGE RATES FOR POWER AND COMPRESSOR HOUSE CLASSIFICATION

Effective : 1st November 1952

Classification	Rate per hour
Stationary Enginemen- 2nd class	$1.68
Stationary Enginemen- 3rd class	1.53
4th Class and Unlicensed Firemen	1.38
Coal Passers	1.18

I. All employees working on shifts other than the regular day shift shall be paid ten cents (10¢) per hour higher than their regular day shift rate.

2. All employees working on a Sunday will receive payment for all time worked at the rate of time and one-half. Time and one-half will start at 8.00 A.M. and continue for a period of 24 hours.

3. Unlicensed fireman will be required to obtain their 4th Class Certificates after a period of eighteen months time or they will be released.

4. Employees assigned temporarily to perform work in one of the above classifications wherein the rate of pay is higher than their normal rate shall be paid the higher rate for the duration of such assignment.

C A N A D A I R L I M I T E D

SCHEDULE "B"

HOURS OF WORK

I. The normal work week shall consist of:

Six (6) eight hour shifts.

2. Overtime shall be paid at the rate of time and one half for time worked in excess of eight hours per day, until twelve (12) hours on any one shift have been worked.

3. Employees required to work in excess of 12 hours per shift due to lateness or non-reporting of the employee on the relieving shift, shall be paid at the rate of time and one-half for the time worked in excess of 12 hours.

4. Employees required to work in excess of 12 hours per shift due to a requirement of the company for a reason other than outlined in (3) above shall be paid double time for the time worked in excess of 12 hours.

5. A lunch period occuring in the middle of each shift shall be allowed each employee and shall be recognized as time worked but the employee must remain on duty during such lunch period.

6. The starting time of the first shift in the Standard Work Week shall be 8.00 A.M. Monday.

7. Double time pay for statutory holidays shall start at 8.00 A.M. on the day named as the holiday and shall continue for a period of 24 hours.

8. No overtime shall be paid for time worked in excess of 48 hours in the Standard Work Week when such time is worked as a result of shift rotation, or as a result of shift changes by mutual agreement between employees.

9. Late starting shall be penalized to the amount of fifteen (15) minutes for lateness in excess of three (3) minutes of each quarter of the hour i.e. for lateness from four (4) to eighteen (18) minutes the penalty will be fifteen (15) minutes. From nineteen (19) to thirty-three (33) minutes, one half hour. etc.

C A N A D A I R L I M I T E D

SCHEDULE "C"

REGULATIONS RE ANNUAL VACATIONS WITH PAY FOR HOURLY RATED EMPLOYEES

I.- All hourly rated employees will receive a vacation with pay for such portion thereof as they may be entitled in accordance with their length of service.

Employees required to work during the shutdown period will be given their vacation at another time.

EMPLOYEES ENTITLED TO ANNUAL VACATION WITH PAY

2. I) All hourly rated employees having completed one year's continuous service will receive a vacation of one week with pay on the basis of 2% of his earnings from May 1, 1952 to April 30, 1953, for the vacation to be taken in 1953, and from May 1, 1953, to April 30, 1954 for the vacation to be taken in 1954.

2) All hourly rated employees having completed more than one calendar month's continuous service, but less than one year, will receive a vacation with pay on the basis of 2% of his earnings from may 1, 1952 to April 30, 1953, for the vacation to be taken in 1953, and from May 1, 1953, to April 30, 1954 for the vacation to be taken in 1954.

QUALIFYING YEAR

3. The qualifying year during which service will count for vacation with pay will commence on 1st May and end on the 30th of April following.

4.

ACCRUED VACATION PAY

Should an employee leave the employ of the Company, he shall be paid accrued vacation pay on the basis of 2% of his earnings from the start of the qualifying year if he is entitled to a one week vacation or less and he shall be paid on the basis of 4% of his earnings if he has qualified for a two week vacation. Any employee who resigns from the Company or is discharged shall be paid 2% of his earnings from the start of the qualifying year.

EMPLOYEES IN COMPANY'S EMPLOY MORE THAN FOUR YEARS.

5. All hourly rated employees who have been in the continuous employ of the Company for four years or more will be granted one additional week's vacation with pay on the basis of 2% of his earnings from May 1, 1952 to April 30, 1953 for the vacation to be taken in 1953, and from May 1, 1953, to April 30 1954, for the vacation to be taken in 1954.

PAY FOR VACATION

6. Vacation pay will be paid in advance.

CONTINUOUS SERVICE

7. I. Continuous service shall be considered to have been broken in the following circumstances:

a) Discharge;
b) Voluntarily leaving, the Company's service.
c) Lay-off where an employee has failed to comply with the following condition, or has lost a period of time in excess of one year through continuous lay-off.

I. Return to work within seven days if unemployed, or within fourteen days if employed, upon being recalled by a letter sent to his last known address.

(The lay-off period shall not constitute service for the purpose of calculating the amount of vacation to be granted.

2. Where an employee has been laid off and rehired during the vacation qualifying year, he shall receive vacation pay in accordance with Article 2 (2) above, based upon total actual employment during that year, less any accrued vacation pay received at time of lay-off.

LABOUR AGREEMENT

Canadair Limited and

Aircraft Lodge 712, I.A. Of M.

1952-1954

CANADAIR
Limited, Montreal

19/3200

LABOUR AGREEMENT

BETWEEN

Canadair Limited, a body politic and corporate, duly incorporated according to the Laws of the Dominion of Canada, and having its head office and principal place of business in the Parish of St. Laurent, in the Province of Quebec, hereinafter referred to as "the Company".

PARTY OF THE FIRST PART

and

Local Lodge Number 712 of the International Association of Machinists, hereinafter referred to as "the Local Lodge",

PARTY OF THE SECOND PART.

WITNESSETH:

The parties to these presents, and the employees covered by this Agreement, agree mutually as follows:

1.- PURPOSES OF AGREEMENT

The intentions and purposes of the parties to this Agreement are to promote and improve industrial and economic relations between the employees and the Company, to provide for orderly collective bargaining and to set forth herein the basic agreement covering the rates of pay, wages, hours of work and conditions of employment to be observed between the parties hereto.

It is recognized by this Agreement to be the duty of the Company and of its employees to cooperate fully, individually and collectively for the advancement of the said intentions and purposes.

Any provision of this Agreement which would or might come into conflict with the present or future provisions of Federal or Provincial laws, Orders-in-Council or Decrees of all Government bodies having jurisdiction in such matters, shall automatically be and become null and void.

2.- RECOGNITION

The Company recognizes the Local Lodge for the term and for the purpose of the present Agreement as the sole collective bargaining agency, in accordance with the provisions of the Labour Relations Act of Quebec, for the purpose of bargaining collectively for all Company employees within the scope of this Agreement. The employees so represented by the Local Lodge constitute the bargaining unit and the provisions of this Agreement shall apply only to the employees in the said bargaining unit.

The term "employees", as used in this Agreement, shall include all employees of the Company engaged in production and maintenance in its St.Laurent plant who are paid by the hour, except foremen, assistant foremen, draughtsmen, clerical employees, stationary enginemen, firemen, guards and watchmen, and cafeteria employees.

3.- MANAGEMENT

The Union recognizes that matters of administration and management of the Company, and the direction of the working force are vested exclusively in the Company. Nothing in this Agreement shall be interpreted as limiting the Company in any way in the exercise of the functions of management. Without limiting the generality of the foregoing, the responsibility for the management, operation, extension and curtailment of business and operations, the authority to direct, transfer, promote, demote, reprimand and discharge employees for proper cause, shall be vested exclusively in the Company, as well as the right to organize and supervise the work to be performed by the employees, to direct them in the course of their work, to maintain discipline, order and efficiency, and to determine the products to be manufactured and their design, the methods, processes and means of manufacturing and operating, the kinds and locations of the machines and tools to be used, the determination of production standards, and the kind and quality of meterials to be incorporated in the products or productions aforementioned, subject to the right of any employee to lodge a grievance in the manner and to the extent as herein provided.

4.- STANDARD WORKING HOURS

A) The Standard Working Week shall be one of forty-five (45) hours. The Standard Working Day will be established by the Company and any changes will be discussed by the Company with the Shop Committee prior to effective date.

B) A Schedule shall be arranged by the Company to allow employees to return tools to the tool crib and for washing time and getying ready to leave, before the end of each shift.

STANDARD WORKING HOURS (Continued)

c) Late starting shall be penalized to the amount of fifteen (15) minutes for lateness in excess of three (3) minutes of each quarter of the hour, i.e. for lateness from four (4) to eighteen (18) minutes the penalty will be fifteen (15) minutes. From nineteen (19) to thirty-three (33) minutes, one half hour, etc; Late starting up to one half hour shall not be taken into account in the calculation of overtime. Any employee starting mote than one half hour late shall be required to work the standard number of hours before his overtime rate becomes effective.

D) An employee who properly reports for work on any shift during the standard working week shall not be sent home, for reasons beyond his control, before the end of the half shift except in cases of emergency shut-down arising out of conditions beyond the Company's control.

E) When an employee is called in to work overtime, he shall be paid for not less than two hours. Time and one half will be paid for these hours if worked on a Saturday and double time will be paid if the employee works on a Sunday or a holiday.

5.- OVERTIME

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

B) Overtime shall be paid for at the rate of time and one-half until twelve hours have been worked on any one shift, and at the rate of double time thereafter. After twelve hours or more have been worked on any one shift, an interval of at least eight hours must elapse before an employee may again report for work unless authorization is given by the Superintendent in charge of the Department, or his delegate, to report before such eight hour interval had elapsed. The Superintendent in charge of the Department, or his delagate, will make a record in writing on the regular overtime forms when any such approval is given and such record shall constitute authority to pay double time until an eight hour interval has elapsed as above mentioned. Any time worked on a Saturday shall be paid for at the rate of time and one-half and any time worked on a Sunday shall be paid for at the rate of double time.

5.- OVERTIME (Continued)

C) 1.- The following days or any day declared by Statute or Decree to be observed as one of the holidays named below are recognized as Statutory Holidays:

New Year's Day, Good Friday, Victoria Day (24th May), St. Jean Baptiste Day, Dominion Day, Labour Day, Thanksgiving Day, Christmas Day.

2.- All hourly rated employees covered by this Agreement shall be paid their regular wages for a standard working day at straight time for the above statutory holidays where such holidays fall, or by Federal Decree are to be celebrated, on a normal working day.

3.- All employees working on a holiday mentioned in Clause 5-C1 shall be paid double time for the hours worked and if the hours worked are less than the hours for the Standard Workind Day, they shall be paid straight time for the hours unworked.

D) A period of twenty-four (24) hours from the regular starting time of the regular day shift on Sundays and holidays as defined in Clause 5-C shall be considered as the period during which the double time rate shall apply.

E) No work will be performed on Sundays except in cases of emergency. The Shop Committee will be notified in such event. Work on Sundays and holidays will not be paid at an overtime rate if the employee takes another day off in the same pay week, except through sickness or by permission not necessarily obtained in advance.

F) If it is found necessary, to maintain continuity of production, to place, certain departments or processes on a regular 7-day week basis, then workers assigned to such Sunday work shall be assigned one (1) day off per week; they shall then not be paid double time for Sunday work, but if required to work on the assigned day off shall be paid double time for work on such day.

Three (3) days before any department or process is to be placed on a regular 7-day week basis, the Shop Committee will be informed on the reasons for doing so and shall have the right to make such representations and suggestions on the matter as it may deem proper and the change shall not be made effective until mutually agreed upon.

5.- OVERTIME (Continued)

G) It is understood and agreed by both parties that, in any case, Sunday work will be kept at a minimu. The shop Committee is to be notified when Sunday work is required.

H) Overtime shall be distributed as equally as possible within departments.

I) Employees shall have the right to refuse overtime for plausible reasons but shall be subject to disciplinary action should they repeatedly refuse overtime work.

6.- CLASSIFICATION OF EMPLOYEES

A) Every employee shall be reclassified according to the classification established by this Agreement, which are recognized by the Union, as outlined in attached Schedules "A" and "AA" to this Agreement.

Every employee shall be notified whenever his classification is changed.

The classification of employees in accordance with the detailed classifications, or as the same may be added to from time to time, shall be done by the Company.

7.- NAMES

Names of Foremen, Shift Foremen, Assistant Foremen and Leading Hands will be made available to the Shop Committee.

8.- SETTLEMENT OF DISPUTES

Disputes of grievances shall be dealt with the Management representatives and the Grievance Committee during working hours in accordance with the following procedure:

A) Any question which an employee wishes to take up with the Company shall first be taken up directly by the employee, or at his option, through either the Committeeman or the Steward, with the Foreman concerned and the Foreman shall render his decision within two (2) clear working days.

8. SETTLEMENT OF DISPUTES:

A) Continued:

Failing a satisfactory settlement, the matter shall be deemed to be a grievance. Any employee having a grievance shall prevent the grievance in writing to his/her Committeeman. The Committeeman may then refer the grievance directly to the Grievance Committee or to his steward, who in turn shall refer the grievance to the Grievance Committee. An employee may present his/her grievance to the Committeeman during working hours but, where a lengthy discussion is necessary, this shall be conducted outside working hours.

B) Any grievance arrived at in accordance with the foregoing procedure shall be dealt with by a representative authorized by the Management of the Company and the Grievance Committee.

C) Failing settlement, the grievance shall be referred to the Factory Manager and the Personnel Manager by the Grievance Committee for negotiation and settlement.

D) Failing negotiation of a satisfactory settlement of a grievance by the foregoing steps, it will be deemed a dispute.

E) Any dispute arrived at in accordance with the foregoing procedure shall be referred, for final decision, to an Executive Officer of the Company by the Grievance Committee and the Business Agent of the Lodge.

F) All decisions in settlement of Grievances and Disputes arrived at between the Management of the Company and the Grievance Committee shall be final and binding upon both parties to this Agreement.

G) In the case of grievance involving adjustment in wage rates, the effective date of the wage adjustment shall be the beginning of the nearest payroll period to the date that the grievance was presented to the Management by the Grievance Committee, except in cases where the settlement of the grievance itself calls for an adjustment in wages as of some previous date. Where the grievance is not settled within two weeks of presentation, the settlement of the grievance shall include an effective date for the adjustment which will be not more than thirty days prior to the date of the presentation of the grievance.

9.- ARBITRATION

With respect only to any differences concerning the interpretation or violation of this agreement, if the Company and the Committee fail to reach an understanding, the matter may on the application of either party be referred to an Arbitration Committee composed of equal representatives of the Company and the Union, but not exceeding two of each, and a Chairman chosen by mutual agreement of the two parties.

Should the representatives of the two parties fail within five days to agree upon a Chairman, a Judge of the Superior Court, District of Montreal, shall on the joint application of both parties be requested to appoint a Chairman.

After the Arbitration Committee has been formed by the foregoing procedure, it shall meet and hear the evidence from both sides and render a decision within seven days of the end of the hearing. The decision of the Arbitration Committee will be final and binding on both parties.

10.- COMMITTEE OF THE UNION

The Shop Committee shall be made up of all Shop Committeemen of all departments in the Plant. The Plant shall be divided into sections and the Committeemen in each section shall elect a Shop Steward. The Shop Committee shall elect Plant Chairmen as required for each shift. The Plant Chairmen shall have the privelege to appoint temporarily a committeeman or a steward until an election can be held. The Committeemen and Stewards shall elect a sub-committee to be known as the Grievance Committee. All Committeemen, Steward, Chairmen and members of the Grievance Committee shall be employeed of the Company.

The ratio of the total number of employees of the Company who are Union Officers, Committeemen, Stewards, Plant Chairmen and Grievance Committeemen, to the total of employees covered by this Agreement, shall not exceed one (1) to forty-five (45).

11.- RATING

A) The rating of the employee in accordance with the classifications in this Agreement, shall be done by the Company, and where there is a difference of opinion, in collaboration with the Shop Committee. In the case of a disagreement over any rating the employee concerned will be given an opportunity to show whether or not he can qualify for the classification which he believes he deserves provided a vacancy in such classification occurs.

11.- RATING

A) Continued:

The opportunity to qualify for a higher classification shall be relevant to the work normally done in the applicant's trade by workers of the desired rating, and shall be supervised by the representative of the Shop Committee and the Superintendent or his delegate. Any employee who has failed in a test shall retain his previous classification.

The above shall not have the effect of over-ruling the definition of a Journeyman, as defined in Schedule "A".

B) The Company agrees to notify the Shop Committee of the date that changes in rate or classification brought about by the coming into force of this Agreement, shall be in the hands of the employees. No request for re-classification of such employees, as a result of the coming into force of this Agreement, shall be entertained by the Company unless presented to the Management within thirty (30) days of said date.

12.- SENIORITY

Seniority is the length of continuous servive in the employ of the Company.

A) Seniority shall be established after a probationary period of six months continuous service in the employ of the Company and shall count from the date of employment.

B) An employee shall cease to have seniority and to be on any seniority list and shall break his continuous service for the following reasons:

1.- Resignation,
2.- Discharge ,
3.- An employee recalled to work who fails to report for work within 21 days after notice has been sent to his address on record in the Personnel Department. Within fourteen days from the giving of the notice written notification will be given to the Union by the Company advising that the employee is to lose his seniority unless he reports to the Company within the said 21 days delay.
4.- Loss of a period of time in excess of 1 year through continuous layeff.

C) Seniority shall not accumulate during periods of lay-off;

13.- LAY-OFF

A) In all cases of lay-offs, employess shall be listed by department in order of seniority, the last hired at the bottom of the list, Proceeding upwards from the bottom of the list, the following factors shall then be considered:

1.- Ability, skill and experience,
2.- Seniority.

In case of equally qualified employees, seniority will be the determining factor. A copy of the list mentioned above shall be supplied to the Shop Committee three days in advance.

B) Members of the Shop Committee shall have special favourable consideration as to seniority in the event of lay-off due to lack of work. In any case, lay-off or discharge of a Committee member may be effected by the Personnel Manager only.

C) When an employee with plant seniority standing is due to be laid off in his department, he shall be given the opportunity to transfer to any other department in which work may be available, provided he is qualified to perform this work.

D) The Company agrees to discuss with the Grievance Committee any case of hardship or alleged injustice arising out of any lay-off made in accordance with the above procedure.

14.- TRANSFERS

In the event of an employee wishing to transfer from one Department to another, he may file with the Management, thruugh its Personnel Supervisor, in his own time, an application for such transfer. He may confer with his supervisor, foreman or department head concerning his desire. If the employee's record merits such a change and there is open a position in the department into which he wishes to transfer, full consideration shall be given said employee before a new employee is hired to fill the vacancy. The Personnel Department shall maintain a file of employees desiring to transfer and shall consult such file when filling vacancies.

15.- DISCHARGE

The Company shall notify the Grievance Committee of the reason for the discharge of any employee covered by this Agreement at the same time that the employee is notified of his/her discharge.

16.- SHOP COMMITTEE PERSONNEL

The Shop Committee agree to notify the Management of the Company promptly of the names of its Shop Committeemen, Committee Chairmen, Stewards and Grievance Committee members as they are elected or appointed by the employees of the Company, and to notify of any changes which take place from time to time.

17.- LEAVE OF ABSENCE

A) Any employee who becomes a delegate of the Local Lodge (not exceeding six (6) in number) shall be given leave of absence without pay for the transaction of Union business.

B) Any employee elected as a full time Union official to perform Union duties outside the plant shall be considered as on leave of absence. Upon the expiration of his/her term of office, he/she shall be re-employed at a rate not lower than that which he/she was receiving last prior to his/her leave of absence, and seniority shall accumulate throughout his/her leave of absence.

18.- VACATIONS WITH PAY

Vacations with pay will be granted by the Company to employees in accordance with rules and regulations set out in Schedule "B" attached hereto.

19.- NO DISCRIMINATION

A) It is expressly understood that employees are entirely at liberty to join the Local Lodge or not, as they see fit.

B) The Company agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization.

C) The Local Lodge agrees that it will not discriminate against, coerce, restrain or influence any employee because of his membership or non-membership, his activity or lack of activity in any labour organization.

20.- DISCIPLINE

The Local Lodge recognizes the right of the Company to discipline its employees for infractions of Company rules and regulations.

20.- DISCIPLINE (Continued)

Nothing in this Agreement shall prejudice the right of the Company to terminate the employment of any employee for cause, Without waiver of the foregoing however, the Company agrees to give consideration to any representations which the Grievance Committee may see fit to make in cases where it considers the Company may have acted with undue severity.

21.- NO STRIKES - NO LOCKOUTS

In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Local Lodge agrees that, during the life of this Agreement, there shall be no strikes, sit-down or stoppage of work, either complete, or partial, and the Company agrees that there shall be no lock-out provided, however, that in negotiations, if any, for adjustment of wages only as at October 1st, 1953, provisions of the Labour Relations Act shall govern.

22.- WAGE REOPENING

The parties hereto agree that either party may request a reopening of this agreement for the purpose of negotiating an adjustment in wages only as at October 1st, 1953, in accordance with the Trades and Disputes Act and the Labour Relations Act.

It is to be understood and agreed that written notice by either party must be given to the other party within a delay which shall not be more than sixty (60) days nor less than thirty (30) days prior to October 1st, 1953.

23.- RENEWAL AND TERMINATION

This Agreement shall become effective on the first day of October, nineteen hundred and fifty-two and shall remain in full force and effect until the last day of September, nineteen hundred and fifty-four.

It shall remain binding for a further period of one year, unless either party shall give a written notice to the other party within a delay which shall not be more than sixty (60) days nor less than thirty (30) days prior to the expiration of such period.

24.- AUTHORIZATION FOR THE CHECK-OFF OF UNION DUES

The following form when signed by an employee will authorise the Company to deduct Union Dues from his wages:

> "I hereby authorize and instruct Canadair Limited to deduct from any wages due me on the third pay-day of each month the amount of the monthly Union dues as per the By-Laws and Constitution of Aircraft Lodge 712 of the International Association of Machinists and to transmit same to the Financial Secretary of Local Lodge 712 in payment of my dues as a member of that Lodge.
>
> "This authorization shall be and remain irrevocable until 30 days before the expiration date of the collective agreement presently in effect. During this 30 days period the present authorization may be cancelled by me on written notice to the Company and the Union on forms provided".

DATES AT MONTREAL, THIS.....22nd.....DAY OF OCTOBER, 1952.

For the Union:

A. Caluoni W. R.

C. Desrochers.- G. Désilets

H. Bonanni J. Gédéon

J.A. Ménard

R. Lachapelle Robert Lavoie

Louis Laberge
Business Representative

For the Company:

J.G. Hotman
President

Unreadable signature
Secretary- Treasurer

Approved by Grand Lodge, International Association of Machinists.

Geo. P. Schollie
Canadian Vice-President

CANADAIR LIMITED

SCHEDULE "A"

1.- TOOLMAKING

Jigmaker	Journeymen Class "A" Class "B"
Patternmaker	Journeyman Class "A" Class "B"
Template Layout Man	Journeymen Class "A" Class "B"
Tool & Die Maker	Journeyman Class "A" Class "B"

2.- JOURNEYMAN

A Journeyman shall be one who has satisfied the Company that he has passed through a recognized apprenticeship trainihg, or has satisfied the Company as to his experience and ability, and is competent to work directly from drawings and perform all operations in his trade without direction from others and who has been assigbed work in one of the following skilled trades:

Aircraft Mechanic	Joiner	Radio Technician
Cable Splicer	Machinist-Tool Shop	Sign Writer
Drop Hammer Operator	& Machine Shop	Sheet Metal Worker
Doper	Moulder	Template Layout Man
Electrician	Painter	Upholsterer
Finisher	Plastic Worker	Welder-Electric
Fitter	Patternmaker	Welder- Gas
Instrument Repairman	Pipe & Tube Bender	
Jig, Tool & Die Maker	Radar Technician	

Sheet Metal Workers to include those doing Wheeling, Stretch-pressing, Spinning and Hand Bumping.

SCHEDULE "A"

3.- PRODUCTION WORKER CALSS "A"

A Class "A" Production Worker is one engaged under supervision in repetitive machine, assembly, bench or finishing work, after instruction therein, and able to read detailed drawings where necessary and has been assigned work in one of the following classifications:

Aircraft Mechanic
Cable Splicer
Drop Hammer Operator
Doper
Electrician
Electric Plater
Finisher
Fitter
Heat Treat Operator
Instrument Repairman
Joiner
Plastic Worker
Machine Operator
Moulder
Painter
Radio Technician
Radar Technician
Rivetter
Sandblaster
Sheet Metal Worker
Sign Writer
Sprayer
Seamstress
Upholsterer
Welder

4.- PRODUCTION WORKER CLASS "B"

A Class "B" Production Worker is one who is engaged in repetitive machine, assembly, bench or finishing work which requires less training, experience or skill than the work done by Class "A" Production workers.

5.- BEGINNER

A Beginner shall be an employee who has no previous workshop experience in the kind of work on which he is engaged. An employee hired as a Beginner shall be so classified for a peried of six months from the end of his probationary period and at the end of that time shall be classified as a Production Worker, Class "B".
The Company may, at its discretion, promote or discharge a Beginner at any time prior to the expiration of the said probationary period of six (6) months. Timekeepers (Beginners) shall be subject to the same regulations as Beginners generally, except the time period shall be three (3) months from the end of their probationary period.

6.- LABOURERS, SWEEPERS AND MATERIAL TRUCKERS

Those men comonly understood as such an performing no manufacturing or clerical operations, nor the operation of any other trade listed in this Agreement. Men employed in pushing trucks of material supply will be included in this classification.

SCHEDULE "A"

6.- LABOURERS, SWEEPERS AND MATERIAL TRUCKERS (Continued)

This classification shall include the following personnel, provided they are employed wholly on the jobs indicated:

Messenger Boys
Rivet Strikers
Removing Burrs on Light Materials
Rivet Boys
Part Stamping
Banding Pipelines
Banding Cable & Wire Assemblies
Cerro Bend Tube Fillers
Parcelling or Wrapping.

7.- STRIPPERS, CLEANERS AND POLISHERS

Shall be those regularly engaged in preparing the airplane and its components by the following operations: Paint stripping, cleaning, sweeping and polishing.

8.- STORESMEN AND STOCK CHASERS

Storemen Class "A" are those engaged under supervision and with sufficient knowledge of their section of the Stores to operate alone or to instruct others in the work.

Storemen Class "B" are those who have less training, experience or skill than is necessary for the work done by Class "A" Storemen.

Storemen-Beginners shall be classified under and subject to the same regulations as Beginners on Production.

Stockchasers shall be classified under the categories of "A" and "B" and "Beginner" in a manner similar to Storemen.

The classification of Storesmen also includes personnel employed in Tool Cribs as indicated in Clause 9.

9.- TOOL CRIB ATTENDANTS

Tool Crib Attendants Class "A" are those engaged under supervision and with sufficient knowledge of the work required to work alone or instruct others in the work.

Tool Crib Attendants, Class "B", are those who have less training and experience than Class "A" Attendants and who operate Tool Cribs alone or with one worker under their supervision.

Beginners shall be classified under and subject to the regulations as beginners on production and shall be responsible to the Tool Crib Attendant.

SCHEDULE "A"

9.- TOOL CRIB ATTENDANTS (Continued)

There shall be a minimum of one Class "A" attendant employed on each shift in Tool Cribs serving Machine and Tool Shops.

Tool Crib Attendants employed in Tool Cribs other than those serving Machine and Tool Shops shall be classified as Storesmen in accordance with Class 8.

10.- CONTROL BOOTH CLERKS (IN THOSE PLANTS WHERE THIS POSITION EXISTS)

Control Booth Clerk shall be one who is in charge of a Control Booth. This classification shall be divided into categories "A" and "B", depending upon the experience and responsibility involved.

11.- TIMEKEPERS, PRODUCTION CLERKS AND FLOOR CLERKS

Shall be graded under categories "A", "B" and "Beginner". The Beginner category shall be subject to the same regulations as Beginners on production, except in the case of Timekeeper Beginner classification the period shall be three (3) months from the end of the probationary period.

12.- EXPEDITERS

Shall be graded under Categories "A", "B" and "Beginner". The Beginner category shall be subject to the same regulations as Beginners on Production.

13.- INSPECTORS

Inspector Pre-Flight- Class "A"

An Inspector Pre-Flight, Class "A", is one engaged in an capable of releasing aircraft for initial or subsequent flight after manufacture or overhaul. Valid Air Engineer's License with four engine endorsement required.

Inspector Pre-Flight- Class "B"

An Inspector Pre-Flight, Class "B", is one engaged in and capable of releasing aircraft for initial or subsequent flight after manufacture or overhaul. Valid Air Engineer's License with two engine endorsement required.

Inspector Pre-Flight, Class "C"

An Inspector Pre-Flight, Class "C", is one without an Air Engineer's License who is engaged in and capable of releasing aircraft for initial or subsequent flight after manufacture or overhaul.

SCHEDULE "A"

13- INSPECTORS (Continued)

Inspector, Tooling- Class "A"

A Tooling Inspector, Class "A" shall be one engaged in and capable of inspecting all types of tools, jigs, templates, patterns and gauges working from primary information without direction.

Inspector, Tooling- Class "B"

A Tooling Inspector, Class "B", is one engaged in and capable of inspecting secondary tools, jigs, templates, patterns and gauges. He shall be capable of carrying out any inspection operation without direction.

Inspector, Tooling- Class "C"

A Tooling Inspector, Class "C", is one engaged in and capable inspecting simple form blocks to tenplates or approved samples, punch dies and strippet gauges to approved templates, rough structure on jigs and on handling fixtures and minor maintenance to same. Simple flat patterns and photo templates from approved T.D.M.'s. Routine checking and adjustment of Standard gauges and torque wrenches. To assist and work under direction of Senior Personnel.

Inspector, Production- Class "A"

An Inspector Production, Class "A", is one engaged in and capable of inspecting completed aircraft systems, details requiring elaborate set-ups and calculations, complex functional testing, complex processes and procedures. He shall be capable of carrying out any operation without direction.

Inspector, Production- Class "B"

An Inspector Production, Class "B", is one engaged in and capable of inspecting all structure and secondary installations, details other than those requiring elaborate set- ups and calculations, and routine functional and process checking to established procedures.

Inspector, Production - Class "C"

Inspector Production, Class "C", is one engaged in the inspection of details, processes, minor sub-assemblies and simple standard gauges.

13- INSPECTORS (Continued)

Inspector Production- Class "D"

Inspector Production Class "D" shall be employees who have no previous workshop experience in the kind of work on which they are engaged. An employee hired as an Inspector Production Class "D" shall be so classified for a period of six (6) months from the end of his probationary period and at the end of that time shall be classified as an Inspector Production Class "C". The Company may, at its discretion , promote or discharge an Inspector Production Class "D", at anytime prior to the expiration of the said probationary period of six (6) months.

14.- APPRENTICES

Apprentices (between the ages of 16 and 19 years) may be employed in the proportion of one apprentice to five (5) Journeymen, in the following trades:

Electricians	Machinists	Jig Makers	Carpenters
Toolmakers	Millwrights	Fitters	Steamfitters
Aircraft Mechanics	Sheet Metal workers	Pattern Makers	& Plumbers

Apprenticeship shall be for a period of Eleven Thousand and One Hundred hours (11.100).

15.- MAINTENANCE WORKERS

This Classification shall include:

Craters or those doing comparable work
Oilers
Maintenance Mechanics
Steamfitters and Plumbers
Electricians
Carpenters
Painters
Auto Mechanics
Equipment Operators
Overhead Crane Operators
Truck Drivers.

All other workers in Maintenance, not otherwise classified, shall be graded and rated in the same manner as Production workers.

SCHEDULE "AA"

1.- TOOLING- Tool & Die Makers, Jig Makers, Template Makers and Pattern Makers.

Journeymen	$1.75		
Class "A"	1.41	1.46	1.51
Class "B"	1.26	1.31	1.36

2.- MACHINISTS- Tool Shops & Machine Shops

Journeymen	$1.53		
Class "A"	1.29	1.34	1.39
Class "B"	1.14	1.19	1.24
Beginner- Machine Shpp only	1.07		

3.- PRODUCTION WORKERS

Journeymen	$1.51		
Class "A"	1.29	1.34	1.39
Class "B"	1.14	1.19	1.24
Beginner	1.07		

4.- APPRENTICES

1st 1850 Hours	$ .95
2nd 1850 Hours	1.06
3rd 1850 Hours	1.17
4th 1850 Hours	1.28
5th 1850 Hours	1.39
6th 1850 Hours	1.51

5.- INSPECTORS

Inspectors - Pre-Flight			
Class "A"	$1.75		
Class "B"	1.62		
Class "B"	1.57		
Inspectors- Tooling			
Class "A"	$1.75		
Class "B"	1.51		
Class "C"	1.34	1.39	1.44
Inspectors- Machine Shop			
Class "A"	$1.53		
Class "B"	1.34	1.39	1.44
Class "C"	1.23	1.28	1.33
Class "D"	1.14		
Inspectors- Production			
Class "A"	$1.51		
Class "B"	1.34	1.39	1.44
Class "C"	1.23	1.28	1.33
Class "D"	1.14		

SCHEDULE "AA"

6.- CONTROL BOOTH CLERKS			
Class "A"	$1.34	1.39	1.44
Class "B"	1.29	1.34	1.39
7.- EXPEDITERS			
Class "A"	$1.29	1.34	1.39
Class "B"	1.20	1.25	1.30
Beginner	1.07		
8.- LABOURERS, SWEEPERS AND MATERIAL TRUCKERS	$1.12		
9.- PRODUCTION CLERKS, FLOOR CLERKS AND SHIPPERS			
Class "A"	$1.20	1.25	1.30
Class "B"	1.14	1.19	1.24
Beginner	1.07		
10.- STORESMEN AND STOCK CHASERS			
Class "A"	$1.29	1.34	1.39
Class "B"	1.14	1.19	1.24
Beginner	1.07		
11.- STRIPPERS, POLISHERS AND CLEANERS	$1.19		
12.- TIMEKEEPERS			
Class "A"	$1.29	1.34	1.39
Class "B"	1.14	1.19	1.24
Beginner	1.07		
13.- TOOL CRIB ATTENDANTS (SERVES MACHINE & TOOL SHOP)			
Class "A"	$1.34	1.39	1.44
Class "B"	1.19	1.24	1.29
Beginner	1.07		
14.- AUTO MECHANICS			
Journeyman	$1.51		
15.- CARPENTERS- Not on Construction			
Journeyman	$1.51		

16- CARTERS $1.34

17.- ELECTRICIANS- Not on Construction

Journeyman $1.57

18.- MAINTENANCE MECHANICS

Journeymen 1.51

19- OILERS 1.17

20.- PAINTERS- Not on Construction.

Jouneymen 1.51

21.- STEAMFITTERS & PLUMBERS- Not on Construction

Journeymen 1.57

22.- OVERHEAD CRANE OPERATORS

23.- EQUIPMENT OPERATORS

24.- TRUCK DRIVERS

Class "A"	$1.29	1.34	1.39
Class "B"	1.14	1.19	1.24
Beginner	1.07		

All new employees hired in classifications other than Journeymen, Inspectors Pre-Flight, Inspectors Tooling "A", Inspectors Production "A", and Apprentices will work for a probationary period of six months and during the six months period will receive .07 cents per hour less than the rate for their classification.

After the completion of the probationary period of six months, they shall be classified as regular employees of the Company (hereinafter called classified) and they shall receive the minimum rate for their classification.

Increase above the minimum rates shall be automatic on the following basis where there is a range for the job classification, 1) on completion of six months after being classified- Mid Rate; 2) on completion of twelve months after being classified- Top Rate.

The Company may, at its discretion, pay any employee at a rate higher than the rate for his classification.

All employees working on shifts other than the regular day shift shall be entitled to a rate of ten cents (10¢) higher than their regular day shift rate. In the event that the Plant goes on a 3-shift operating schedule, it is agreed that all shifts shall be paid for the same number of hours per shift. Any employees reporting for the third shift more than 33 minutes after the start of the shift shall forfeit the premium paid for that shift, however, payment will be made of the ten cents (10¢) per hour higher than the employee's regular day shift rate for the actual hours worked.

Employees working in pressurizing crew, who are required to work in aircraft under air pressure, and those employed regularly doing cleaning work using Turco shall be paid a rate of .05¢ per hour higher than their regular rates.

A Leading Hand, meaning any employee in charge of a group of four or more other employees, and responsible for their work, or a step-up man regularly engaged in setting up machines to be operated by others, shall be granted an automatic increase of five cents (5¢) over his previous rate or shall be paid at a rate of ten cents (10¢) per hour higher than his classification or five cents (5¢) per hour higher than the highest paid employee under him, whichever is the higher.

The application of the terms of this Agreement shall not have the effect of reducing any employee's rate in force at the time of its execution.

COST-OF-LIVING ALLOWANCE

All employees shall be paid a cost-of-living allowance in accordance with the following table:

Dominion Bureau of Statistics Cost-of-Living Index for Montreal.	Cost-of-Living Allowance per hour
195.6 - 196.8	Nil
196.9 -198.1	1¢
198.2 -199.4	2¢
199.5 -200.7	3¢
200.8 -202.0	4¢
202.1 -203.3	5¢
203.4 -204.6	6¢
204.7 -205.9	7¢
206.0 -207.2	8¢
207.3 -208.5	9¢
208.6 -209.8	10¢
209.9 -211.1	11¢
211.2 -212.4	12¢
212.5 -213.7	13¢
213.8 -215.0	14¢
215.1 -216.3	15¢
216.4 -217.6	16¢
217.7 -218.9	17¢
219.0 -220.2	18¢

COST-OF-LIVING ALLOWANCE (Continued)

and so forth, with 1¢ adjustment for each 1.3 point change in the index.

Based on the above table, adjustments in the amount of the bonus shall be made the first Monday following the 1st of January 1953, if warranted, and at quarterly intervals thereafter for the duration of the Agreement, based on the Dominion Bureau of Statistics Cost-of-Living Index for Montreal published in December, 1952, and at quarterly intervals thereafter.

The amount of the Cost-of-Living allowance which shall be effective for any of the three month periods as provided in the preceding paragraph, shall be in accordance with the above table.

Cost-of-Living adjustments shall be made upwards or downwards as indicated by the Cost-of-Living Index but in no event shall a decline in the index below 195.6 provide the basis of a reduction in the wage scale.

In the event the Dominion Bureau of Statistics does not issue the Cost-of-Living Index on or before the beginning of the first pay period in the quarterly period subject to adjustment, any adjustment required shall be made at the beginning of the first pay period following receipt of the Index.

No adjustment, retroactive or otherwise, shall be made due to any revision which may later be made in any published Dominion Bureau of Statistics Cost-of-Living Index for Montreal.

Continuance of the Cost-of-Living allowance shall be dependent upon the availability of the official monthly Dominion Bureau of Statistics Cost-of-Living Index calculated on the same basis and in the same form as that published in October, 1951, unless otherwise agreed by the parties.

CANADAIR LIMITED

SCHEDULE "B"

REGULATIONS RE ANNUAL VACATIONS WITH PAY FOR HOURLY RATED EMPLOYEES.

1.- All hourly-rated employees will receive a vacation with pay for such portion thereof as they may be entitled in accordance with their length of service.

Employees required to work during the shut-down period will be given their vacation at another time.

2.- EMPLOYEES ENTITLED TO ANNUAL VACATION WITH PAY FOR YEARS 1953 AND 1954.

1.- All hourly-rated employees having completed one year's continuous service will receive a vacation of one week with pay on the basis of 2% of his earnings from May 1st, 1952 to April 30th, 1953 for the vacation to be taken in 1953, and from May 1st, 1953 to April 30th, 1954 for the vacation to be taken in 1954.

2.- All hourly-rated employees having completed more than one calendar month's continuous service, but less than one year, will receive a vacation with pay on the basis of 2% of his earnings from May 1st, 1952 to April 30th, 1953 for the vacation to be taken in 1953, and from May 1st, 1953 to April 30th, 1954 for the vacation to be taken in 1954.

3.- QUALIFYING YEAR

The qualifying year during which service will count for vacation with pay will commence on 1st May and end on 30th April following.

4.- ACCRUED VACATION PAY.

Should an employee leave the employ of the Company, he shall be paid accrued vacation pay on the basis of 2% of his earnings from the start of the qualifying year if he is entitled to a one week vacation or less and he shall be paid on the basis of 4% of his earnings if he has qualified for a two week vacation. Any employee who resigns from the Company or is discharged shall be paid 2% of his earnings from the start of the qualifying year.

5.- EMPLOYEES IN COMPANY'S EMPLOY MORE THAN FOUR YEARS AS AT MAY 1, 1953 AND MAY 1, 1954.

All hourly-rated employees who have been in the continuous employ of the Company for four years or more will be granted one additional week's vacation with pay on the basis of 2% of his earnings from May 1st, 1952 to April 30th, 1953 for the vacation to be taken in 1953, and from May 1st, 1953 to April 30th, 1954 for the vacation to be taken in 1954.

6.- PAY FOR VACATION

Vacation pay will be paid in advance.

7.- CONTINUOUS SERVICE

1.- Continuous service for the purpose of annual vacation with pay shall be the same as continuous service for purposes of seniority referred to in Article #14.

2.- Where an employee has been laid off and rehired during the vacation qualifying year, he shall receive vacation pay in accordance with Article 2 (2) above, based upon total actual employment during that year, less any accrued vacation pay received at time of lay-off.

LABOUR AGREEMENT

CANADAIR LIMITED

and

NATIONAL UNION OF OPERATING
ENGINEERS OF CANADA

1951-52

I9/2884

LABOUR AGREEMENT

BETWEEN

Canadair Limited, a body politic and corporate, duly incorporated according to the Laws of the Dominion of Canada, and having its head office and principal place of business in the Parish of St. Laurent, in the Province of Quebec, hereinafter referred to as "the Company".

PARTY OF THE FIRST PART

and

the hourly-rated Power and Compressor Room employees of Canadair Limited as represented by the National Union of Operating Engineers of Canada, hereinafter called "the Union".

PARTY OF THE SECOND PART.

1.- PURPOSE

It is the intention of this Agreement to maintain a harmonious relationship between the Company and its steam plant employees, to provide an amicable method of settling any differences which may arise between them and to set forth the conditions of employment to be observed between the Company and the Union.

2.- RECOGNITION

The Company recognizes that the Union has been duly certified by the Labour Relations Board of the Province of Quebec as sole bargaining agent for the hourly-rated Power and Compressor Room employees and that the Union has consequently all the rights inherent to such certification.

3.- GRIEVANCE COMMITTEE

The Union will elect or appoint "One Shop Steward" for each plant and supply the Company with the names of same, whom said Company shall then recognize. The Shop Steward shall be the person to present to the Company any grievance that may arise out of this Agreement.

4- SETTLEMENT OF DISPUTES

Disputes or grievances shall be dealt with by the Management representatives and the Stewards in accordance wit the following procedure:

A) Any question which an employee wishes to take up with the Company shall first be taken up directly by the employee, or at his option, through the Steward, with the Chief Engineman and the Chief Engineman shall render his decision within two (2) clear working days. Failing a satisfactory settlement, the matter shall be deemed to be a grievance. Any employee having a grievance shall present the grievance in writing to his Steward. An employee may present his grievance to the Steward during working hours, but, where a lengthy discussion is necessary, this shall be conducted outside working hours.

B) Any grievance arrived at in accordance with the foregoing procedure shall be dealt with by a representative authorized by the Management of the Company and the Stewards.

C) Failing settlement, the grievance shall be referred to the Factory Manager and the Personnel Manager by the Stewards for negotiation and settlement.

D) Failing negotiation of a satisfactory settlement of a grievance by the foregoing steps, it will be deemed a dispute.

E) Any dispute arrived at in accordance with the foregoing procedure shall be referred to an executive officer of the Company by the Stewards and the Business Agent of the Union for discussion and decision. The decision of the executive officer of the Company shall be final.

F) All decisions in settlement of Grievances and Disputes arrived at between the Management of the Company and the Stewards shall be final and binding upon both parties to this Agreement.

G) In the case of a grievance involving adjustment in wage rates, the effective date of the wage adjustment shall be the beginning of the nearest payroll period to the date that the grievance was presented to the Management by the Stewards, except in cases where the settlement of the

4.- SETTLEMENT OF DISPUTES

C- (Continued)
grievance itself calls for an adjustment in wages as of some previous date. Where the grievance is not settled within two weeks of presentation, the settlement of the grievance shall include an effective date for the adjustment which will be not more than thirty days prior to the date of the presentation of the grievance.

5.- ARBITRATION

With respect only to any differences concerning the interpretation or violation of this Agreement, if the Company and the Stewards fail to reach an understanding, the matter may on the application of either party be referred to an Arbitration Committee composed of equal representatives of the Company and the Union, but not exceeding two of each, and a Chairman chosen by mutual agreement of the two parties.

Should the representatives of the two parties fail within five days to agree upon a Chairman, a Judge of the Superior Court, District of Montreal, shall on the joint application of both parties be requested to appoint a Chairman.

After the Arbitration Committee has been formed by the foregoing procedure, it shall meet and hear the evidence from both sides, and render a decision within seven days of the end of the hearing. The decision of the Arbitration Committee will be final and binding on both parties.

6.- NO STRIKES; NO LOCKOUTS

During the term of this Agreement, the Company agrees that there shall be no lockout and the Union agrees that there shall be no slowdown, strike or other stoppage of work.

7.- MANAGEMENT

The Management of the plants, the direction of the employees, including the right to hire, suspend or discharge for proper causes, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Company in accordance with the terms of this Agreement.

8- CLASSIFICATION OF PLANTS

A) For the purpose of this Agreement, the plants in question shall be recognized as first class plants including Boilers, Bunkers, Compressors, Fire Pumps, Sewage Pumps, etc; in accordance with the "QUEBEC ENGINEMEN'S ACT" and have a first class engineer in charge who shall not come under the jurisdiction of this Agreement.

B) Shift Enginemen shall be deemed to be the holders of second class certificates.

C) Boiler Operators shall be deemed to be holder of third class certificates.

D) Unlicensed firemen shall be deemed to be those with 4th Class certificates or those without a certificate.Unlicensed firemen shall obtain their 4th Class Certificate after a period of eighteen months or be released.

E) Coal passers shall be those engaged in handling and shovelling coal.

F) Employees assigned temporarily to perform work in one of the above classifications wherein the rate of pay is higher than their normal rate shall be paid the higher rate for the duration of such assignment.

9.- WAGES, WORKING HOURS AND CONDITIONS OF EMPLOYMENT

Rates of wages, effective October 1st, 1951, hours of work and holiday regulations are attached hereto as Schedules, "A", "B" and "C", and shall remain in force until the expiration of this Agreement.

10.- STATUTORY HOLIDAYS

1.- The following days or any day declared by Statute or Decree to be observed as one of the holidays named below are recognized as Statutory Holidays:

New Year's, Good Friday, Victoria Day (24th May), St, Jean Baptiste Day, Dominion Day, Labour Day, Thanksgiving Day, Christmas Day.

10- **STATUTORY HOLIDAYS**
(Continued)

2- All hourly rated employees covered by this Agreement shall be paid their regular wages for a standard working day at straight time for the above statutory holidays where such holidays fall, or by Federal Decree are to be celebrated, on a normal working day.

3- All employees working on a holiday mentioned in Clause 10-1 shall be paid double time for the hours worked and if the hours worked are less than the hours for the Standard Working Day, they shall be paid straight time for the hours unworked.

11.- **SENIORITY**

A) Insofar as may be practicable, in reduction, restoration and and advancement, selection of employees shall be made according to their seniority, competency and productive efficiency, i.e; if competency and productive efficiency are equal, length of continuous service with the Company shall be the deciding factor.

B) An employee may, at the discretion of the Company, cease to have his seniority rights, and his employee's status with the Company may be terminated for all purposes if:

1.- He leaves voluntarily,
2.- He is discharged.
3.- If an employee overstays an authorized leave of absence for a period of three days without just cause.

12.- **SAFETY AND HEALTH**

The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment; 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.- **BENEFITS**

All benefits presently enjoyed by the employees in general, excepting hours of work and wage rates, as well as all future benefits to employees in general, shall continue to apply to all employees covered by this Agreement.

14- DURATION OF AGREEMENT

This Agreement is in force for a period of one (1) year from date of its signature and shall remain in force from year to year, unless either party gives notice by writing to the other party within a delay which shall not be more than sixty (60) days nor less than thirty (30) days prior to the expiration of each period, of its intention to terminate the Agreement or seek amendments to same, and in the latter case the present Agreement shall remain in force until the next Agreement is duly signed.

15.- NOTICE

Any notice required to be sent to the Company shall be effectively given when mailed to:

CANADAIR LIMITED,
P.O. Box #6087,
MONTREAL, P.Q.

and any such notice required to be given to the Union shall be effectively given when mailed to:

THE NATIONAL UNION OF OPERATING
ENGINEERS OF CANADA,
ROOM 10, MONUMENT NATIONAL
1182 ST. LAWRENCE BLVD;
MONTREAL, P.Q.

IN WITNESS WHEREOF the parties have signed this Agreement at the city of Montreal under effective date of October 1st, in the year one thousand nine hundred and fifty-one (1951).

FOR THE UNION:
NATIONAL UNION OF OPERATING
ENGINEERS OF CANADA

P. Dessureault

O. Macerolv

J. Pollock

FOR THE COMPANY:
CANADAIR LIMITED

J.G. A. Otman
Executive Vice-President

Unreadable signature
Secretary-Treasurer

C A N A D A I R L I M I T E D

SCHEDULE "A"

WAGE RATES FOR POWER AND COMPRESSOR HOUSE CLASSIFICATIONS.

Effective: 1st October 1951

Classification	Rate per Hour
Stationary Enginemen- 2nd Class	$1.52
Stationary Enginemen- 3rd Class	1.37
Unlicensed Firemen	1.22
Coal Passers	1.10

N.B:- The above rates have been calculated to include the equivalent of an off-shift premium of 7¢ per hour.

CANADAIR LIMITED

SCHEDULE "B"

HOURS OF WORK

1.- The normal work week shall consist of:

Four (4) eight hour shifts and
Two (2) twelve hour shifts.

2.- Overtime shall be paid at the rate of time and one half for time worked in excess of eight hours per day, until twelve (12) hours on any one shift have been worked.

3.- Employees required to work in excess of 12 hours per shift due to lateness or non-reporting of the employee on the relieving shift, shall be paid at the rate of time and one-half for the time worked in excess of 12 hours.

4.- Employees required to work in excess of 12 hours per shift due to a requirement of the Company for a reason other than outlined in (3) above shall be paid double time for the time worked in excess of 12 hours.

5.- A lunch period occuring in the middle of each shift shall be allowed each employee and shall be recognized as time worked but the employee must remain on duty during such lunch period.

6.- The starting time of the first shift in the Standard Work Week shall be 8:00 A.M. Monday.

7.- Double time pay for statutory holidays shall start at 8:00 A.M. on the day named as the holiday and shall continue for a period of 24 hours.

8.- No overtime shall be paid for time worked in excess of 56 hours in the Standard Work Week when such time is worked as a result of shift rotation, or as a result of shift changes by mutual agreement between employees.

SCHEDULE "B"

9- Late starting shall be penalized to the amount of fifteen (15) minutes for lateness in excess of three (3) minutes of each quarter of the hour, i.e; for lateness from four (4) to eighteen (18) minutes the penalty will be fifteen (15) minutes. From nineteen (19) to thirty-three (33) minutes, one half hour, etc.

C A N A D A I R L I M I T E D

SCHEDULE "C"

REGULATIONS RE ANNUAL VACATIONS WITH PAY FOR HOURLY RATED EMPLOYEES

1.- All hourly rated employees will receive a vacation with pay for such portion thereof as they may be entitled in accordance with their length of service.

Employees required to work during the shutdown period will be given their vacation at another time.

2.- EMPLOYEES ENTITLED TO ANNUAL VACATION WITH PAY

1.- All hourly rated employees having completed one year's continuous service will receive a vacation of one week with pay on the basis of 2% of his earnings from May 1, 1951 to April 30, 1952.

2.- All hourly rated employees having completed more than one calendar month's continuous service, but less than one year, will receive a vacation with pay on the basis of 2% of his earnings from May 1, 1951 to April 30, 1952.

3.- QUALIFYING YEAR

The qualifying year during which service will count for vacation with pay will commence on 1st May and end on the 30th of April following.

4.- ACCRUED VACATION PAY

Should an employee leave the employ of the Company, he shall be paid accrued vacation pay on the basis of 2% of his earnings from the start of the qualifying year if he is entitled to a one week vacation or less and he shall be paid on the basis of 4% of his earnings if he has qualified for a two week vacation. Any employee who resigns from the Company or is discharged shall be paid 2% of his earnings from the start of the qualifying year.

5.- EMPLOYEES IN COMPANY'S EMPLOY MORE THAN FIVE YEARS

All hourly rated employees who have been in the continuous employ of the Company for five years or more will be granted one additional week's vacation with pay on the basis of 2% of his earnings from May 1st, 1951 to April 30, 1952.

6.- PAY FOR VACATION

Vacation pay will be paid in advance.

7.- CONTINUOUS SERVICE

1.- Continuous service shall be considered to have been broken in the following circumstances:

a) Discharge
b) Voluntarily leaving the Company's service.
c) Lay-off where an employee has failed to comply with the following condition, or has lost a period of time in excess of one year through continuous lay-off:

1.- Return to work within seven day if unemployed, or within fourteen days if employed, upon being recalled by a letter sent to his last known address.

(The lay-off period shall not constitute service for the purpose of calculating the amount of vacation to be granted.)

2.- Where an employee has been laid off and rehired during the vacation qualifying year, he shall receive vacation pay in accordance with Article 2 (2) above, based upon total actual employment during that year, less any accrued vacation pay received at time of lay-off.

LABOUR AGREEMENT

Canadair Limited and Local Lodge 712, I.A. of M.

1951-52

CANADAIR
Limited- Montreal

2847

LABOUR AGREEMENT

BETWEEN

Canadair Limited, a body politic and cor orate, duly incorporated according to the Laws of the Dominion of Canada, and having its head office and principal place of business in the Parish of St-Laurent, in the Province of Quebec, hereinafter referred to as "The Company".

PARTY OF THE FIRST PART

and

Local Lodge Number 712 of the International Association of Machinists, hereinafter referred to as "the Local Lodge ",

PARTY OF THE SECOND PART

WITNESSETH:

The parties to these presents, and the employees covered by this Agreement, agree mutually as follows:

I.- PURPOSES OF AGREEMENT

The intentions and purposes of the parties to this Agreement are to promote and improve industrial and economic relations between the employees and the Company, to provide for orderly collective bargaining and to set forth herein the basic agreement covering the rates of pay, wages , hours of work and conditions of employment to be observed between the parties hereto.

It is recognized by this Agreement to be the duty of the Company and of its employees to cooperate fully, individually and collectively for the advancement of the said intentions and purposes.

Any provision of this Agreement which would or might come into conflict with the present or future provisions of Federal or Provincial laws, orders-in-Council or Decrees of all Governement bodies having jurisdiction in such matters, shall automatically be and become null and void.

2.- RECOGNITION

The Company recognizes the Local Lodge for the term and for the purpose of the present Agreement as the sole collective bargaining agency, in accordance with the provisions of the Labour Relations Act of Quebec, for the purpose of bargaining collectively for all Company employees within the scope of this Agreement. The employees so represented by the Local Lodge constitute the bargaining unit and the provisions of this Agreement shall apply only to the employees in the said bargaining unit.

The term"employees", as used in this agreement, shall include all employees of the Company engaged in production and maintenance in its St.Laurent plant who are paid by the hour, except foremen, assistant foremen, draughtsmen, clerical employees. stationary enginemen, firemen guards and watchmen, and cafeteria employees.

3. MANAGEMENT

The Union recognizes that matters of administration and management of the Company, and the direction of the working force, are vested exclusively in the Company. Nothing in this Agreement shall be interpreted as limiting the Company in any way in the exericise of the functions of management. Without limiting the generality of the foregoing, the responsibility for the management, operation, extension and curtailment of business and operations, the authority to direct, transfer, promote, demote, reprimand and discharge employees for proper cause, shall be vested exclusively in the Company , as well as the right to organize and supervise the work to beperformed by the employees, to direct them in the courseof their work, to maintain discipline, order and efficiency, and to determine the products to be manufactured and their design, the methods , processes and means of manufacturing and operating, the kinds and locations of the machines, and tools to be used, the determination of production standards , and the kind and quality of materials to be incorporated in the products or productions aforementioned, subject to the right of any employee to lodge a grievance in the manner and to the extent as herein provided.

4.- STANDARD WORKING HOURS

A) The Standard Working week shall be one of forty-five (45) hours. The Standard working day will be established by the Company. Any changes in the foregoing will be discussed by the Company with the Shop Committee prior to effective date.

B) A schedule shall be arranged by the Company to allow employees to return tools to the tool crib and for washing time and getting ready to leave, before the end of each shift.

4.- STANDARD WORKING HOURS (Continued)

C) Late starting shall be penalized to the amount of fifteen (15) minutes for lateness in excess of three (3) minutes of each quarter of the hour, i.e. for lateness from four (4) to eighteen (18) minutes the penalty will be fifteen (15) minutes. From nineteen (19) to thirty (33) minutes one half hour, etc. Late starting up to one half hour shall not be taken into account in the calculation of overtime, Any employee starting more than one half hour late shall be required to work the standard number of hours before his overtime rate becomes effective.

D) An employee who properly reports for work on any shift during the standard working week shall not be sent home, for reasons beyond his control, before the endof the half shift except in cases of emergency shut-down arising out of conditions beyond the Company's control. In other cases, when an employee is called in to work overtime, he shall be paid for not less than two hours. Time and one half will be paid for these hours if worked on a Saturday and double time will be paid if the employee works on a Sunday or a holiday.

5.- OVERTIME

A) Time worked in excess of Standard working hours in any one shift shall be considered as overtime .

B) Overtime shall be paid for at the rate of time and one-half until twelve hours have been worked on any one shift, and at the rate of double time thereafter. After twelve hours or more have been worked on any one shift, an interval of at least eight hours must elapse before an employee may again report for work unless authorization is given by the Superintendent in charge of the department, or his delegate, to report before such eight hour interval had elapsed. The Superintendent in charge of the Department, or his delegate, will make a record in writing on the regular overtime forms when any such approval is given and such record shall consitute authority to pay double time until an eight hour interval has elapsed as above mentioned. Any time worked on a Saturday shall be paid for at the rate of time andone-half and any time worked on a Sunday shall be paid for at the rate of double time.

C) I. The following days or any day declared by Statute or decree to be observed as one of the holidays named below are recognised as Statutory Holidays:

New Year's Good Friday, Victoria Day (24th) May
St.Jean Baptiste Day, Dominion Day, Labour Day,
Thanksgiving Day, Christmas Day.

2. All hourly rated employees covered by this Agreement shall be paid their regular wages for a standard working day at straight time for the above statutory holidays where such holidays fall, or by Federal Decree as to be celebrated, on a normal working day.

3. All employees working on a holiday mentioned in Clause 5-CI shall be paid double time for the hours worked and if the hours worked are less than the hours for the standard working day, they shall be paid straight time for the hours unworked.

D) A period of twenty-four (24) hours from the regular starting time of the regular day shift on Sundays and holidays as defined in Clause 5-C shall be considered as the period during which the double time rate shall apply.

E) No work will be performed on Sundays except in cases of emergency . The Shop Committee will be notified in such event. Work on Sundays and holidays will not be paid at an overtime rate if the employee takes another day off in the same pay week, except through sickness or by permission not necessarily obtained in advance.

F) If it is found necessary, to maintain continuity of production, to place certain departments or processes on a regular 7-day week basis, then workers assigned to such Sunday work shall be assigned one (1) day off per week; they shall then not be paid double time for Sunday work but if required to work on the assigned day off shall be paid double time for work on such day.

Three(3) days before any department or process is to be placed on a regular 7-day week basis, the Shop Committee will be informed of the reasons for doing so and shall have the right to make such representations and suggestions on the matter as it may deem proper and the change shall not be made effective until mutua ly agreed upon.

G) It is understood and agreed by both parties that, in any case, Sunday work will be kept at a minimum. The Shop Committee is to be notified when Sunday work is required.

H) Overtime shall be distributed as equally as possible within departments.

I) Employees shall have the right to refuse overtime for plausible reasons but shall be subject to disciplinary action should they repeatedly refuse overtime work.

6.- CLASSIFICATION OF EMPLOYEES

A) Every employee shall be classified according to the classifications established by this agreement, which are recognized by the Union, as outlined in attached schedule A and "AA" to this Agreement, and every such employee will be entitled to receive the minimum rate of wage established for his classification.

Every employee shall be notified whenever his classification is changed.

The classification of employees in accordance with the detailed classifications, or as the same may be added to from time to time, shall be done by the Company.

7.- NAMES

Names of Foremen, Shift Foremen, Assistant Foremen and Leading Hands will be made available to the Shop Committee.

8.- DEDUCTIONS

Deductions from wages, except those required by law, shall be made only on written authority of the employee.

9.- SETTLEMENT OF DISPUTES

Disputes or grievances shall be dealt with by the Management representatives and the Grievance Committee in accordance with the following procedure:

A) Any question which an employee wishes to take up with the Company shall first be taken up directly by the employee, or at his option, through either the Committeemen or the Steward, with the Foreman concerned and the Foreman shall render his decis on within two (2) clear working days. Failing a satisfactory settlement the matter shall be deemed to be a grievance. Any employee having, a grievance shall present the grievance in writing to his/her Committee man. The Committeeman may then refer the grievance directly to the Grievance Committee or to his steward, who in turn shall refer the grievance to the Grievance Committee. An employee may present his/her grievance to the Committeeman during working hours but, where a lengthy discussion is necessary, this shall be conducted outside working hours.

B) Any grievance arrived at in accordance with the foregoing procedure shall be dealt with by a representative authorized by the Management of the Company and the Grievance Committee.

C) Failing settlement, the grievance shall be referred to the Factory Manager and the Personnel Manager by the Grievance Committee for negotiation and settlement.

D) Failing negotiation of a satisfactory settlement of a grievance by the forego ng steps, it will be deemed a dispute.

E) Any dispute arrived at in accordance with the foregoing procedure shall be referred, for final decision, to an Executive Officer of the Company by the Grievance Committee and the Business Agent of the Lodge.

9.- SETTLEMENT OF DISPUTES
(continued)

F) All decisions in settlement of Grievance and Disputes arrived at between the Management of the Company and the Grievance Committee shall be final and binding upon both parties to this Agreement.

G) In the case of grievance involving adjustment in wage rates, the effective date of the wage adjustment shall be the beginning of the nearest payroll period to the date that the grievance was presented to the Management by the Grievance Committee, except in cases where the settlement of the Grievance itself calls for an adjustment in wages as of some previous date. Where the grievance is not settled within two weeks of presentation, the settlement of the grievance shall include and effective date for the adjustment which will be not more than thirty days prior to the date of the presentation of the grievance.

10. ARBITRATION

With respect only to any differences concerning the interpretation or violation of this Agreement, if the Company and the Committee fail to reach an understanding the matter may on the application of either party be referred to an Arbitration Committee composed of equal representatives of the Company and the Union, but not exceeding two of each, and a Chairman chosen by mutual agreement of the two parties.

Should the representatives of the two parties fail within five days to agree upon a Chairman, a Judge of the Superior Court, district of Montreal, shall on the joint application of both parties be requested to appoint a Chairman.

After the Arbitration Committee has been formed by the foregoing procedure, it shall meet and hear the evidence from both sides and render a decision within seven days of the end of the hearing. The decision of the Arbitration Committee will be final and binding on both parties.

II. COMMITTEE OF THE UNION

The Shop shall be made up of all Shop Committeemen of all departments in the Plant. The Plant shall be divided into sections and the Committeemen in each section shall elect a Shop Steward. The Shop Committee shall elect Plant chairman as required for each shift The Plant Chairman shall have the privilege to appoint temporarily a committeeman or a steward until an election can be held. The Committee men and Stewards shall elect a sub-committee to be known as the Grievance Committee. All Committeemen, Stewards, Chairmen and members of the Grievance Committee shall be employees of the Company.

The ratio of the total number of employees of the Company who are Union officers, Committtmen, stewards, Plant Chairman and Grievance Committeemen, to the total of employees covered by this Agreement, shall not exceed one (1) to forty-five (45).

12. RATING

The rating of the employee in accordance with the classification of this Agreement, shall be done by the Company, and where there is a difference of opin on, in collaboration with the Shop Committee. In the case of a disagreement over any rating, the employee concerned will be given an opportunity to show whether or not he can qualify for the classification which he believes he deserves provided a vacancy in such classification occurs. The opportunity to qualify for a higher classification shall be relevant to the work normally done in the applicant's trade by workers of the desired rating, and shall be supervised by the representative of the Shop Committee and the Superintendent or his delegate. Any employee who has failed in a test shall retain his previous classification.

The above shall not have the effect of over-ruling the definition of a Journeyman, as defined in Schedule "A".

B) The Company agrees to notify the Shop Committee of the date that changes in rate or classification brought about by the coming into force of this Agreement, shall be in the hands of the employees. No request for re-classification of such employees, as a result of the coming into force of this Agreement, shall be entertained by the Company unless presented to the Management within thirty (30) days of said date.

B. SENIORITY

A) In all cases of lay-offs, employees shall be listed by department in order of length of service, the last hired at the bottom of the list. Proceeding upwards from the bottom of the list the following factors shall then be considered.

1. Ability, skill and experience.
2. Length of service.

In case of equally qualified employees, total length of service will be the determining factor. A copy of the list mentioned above shall be supplied to the Shop Committee three days in advance.

B) After a lay-off, should an employee fail to return to work within seven days if unemployed, or fourteen days if employed, upon being recalled to work by a letter sent to his last known address, he will cease to be considered an employee of the Company, and his name will be taken off the roll.

The Company agrees to notify the Union by letter prior to removing an employee's name from the roll and will allow said employee to return to work if he reprts within seven (7) days of the notification to the Union.

C) Members of the Shop Committee shall have special favourable consideration as to seniority in the event of lay-off due to lack to work. In any case, lay-off or discharge of a Committee member may be effected by the Factory-Manager only.

D) When an employee with plant seniority standing is due to be laid off in his department, he shall be given the opportunity to transfer to any other department in which work may be available, provided he is qualified to perform this work.

E) The Company agrees to discuss with the Grievance Committee any case of hardship or alleged injustice arising out of any lay-off made in accordance with the above procedure.

14. TRANSFERS

In the event of an employee wishing to transfer from one department to another, he may file with the Management, through its Personnel Supervisor, in his own time, an application for such transfer. He may confer with his supervisor, foreman or department head concerning his desire. If the employee's record merits such

14. TRANSFERS(Continued)

a change and there is open a position in the department into which he wishes to transfer, full consideration shall be given said employee before a new employee is hired to fill the vacancy. The Personnel Department shall maintain a file of employees desiring to transfer and shall consult such file when filling vacancies.

15. DISCHARGE

The Company shall notify the Grievance Committee of the reason for the discharge of any employee covered by this Agreement at the same time that the employee is notified of his/her discharge.

16. SHOP COMMITTEE PERSONNEL

The Shop Committee agree to notify the Management of the Company promptly of the names of its Shop Committeemen, Committee Chairmen, Stewards and Grievance Committee members as they are elected or appointed by the employees of the Company, and to notify of any changes which take place from time to time.

17. LEAVE OF ABSENCE

A) Any employee who becomes a delegate of the local Lodge (not exceeding three (3) in number) shall be given leave of absence without pay for the transaction of Union business.

B) Any employee elected as a full time Unionofficial to perform Union duties outside the plant shall be considered as on leave of absence. Upon the expiration of his/her term of office, he/she shall be re-employed at a rate not lower than that which he/she was receiving last prior to his/her leave of absence and seniority shall accumulate throughout his/her leave of absence.

18. VACATIONS WITH PAY

Vacations with pay will be granted by the Company to employees in accordance with rules and regulations set out in Schedule "B" attached hereto.

19. NO DISCRIMINATION

A) It is expressly understood that employees are entirely at liberty to join the Local Lodge or not, as they see fit.

19. NO DISCRIMINATION (continued)

B) The Company agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization or by reason or any activity or lack of activity in any labour organization.

C) The Local Lodge agrees that it will not discriminate against., coerce, restrain or influence any employee because of his membership or non-membership, his activity or lack of activity in any labour organization.

20. DISCIPLINE

The Local Lodge recognizes the right of the Company to discipline its employees for infractions of Company rules and regulations.

Nothing in this Agreement shall prejudicie the right of the Company to terminate the employment of any employee for cause. Without waiver of the foregoing however, the Company agrees to give consideration to any representations which the Grievance Committee may see fit to make in cases where it considers the Company may have acted with undue severity.

21. NO STRIKES- NO LOCKOUTS

In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Local lodge agrees that, during the life of this Agreement, there shall be no strikes, sit-down or stoppage of work, either complete or partial, and the Company agrees that there shall be no lock-out.

22. RENEWAL AND TERMINATION

This Agreement shall become effective on the first day of October, nineteen hundred and fifty-one and shall remain in full force and effect until the last day of September, nineteen hundred and fifty-two.

It shall rema n binding for a further period of one year, unless either party shall give a written notife to the other party within a delay which shall no be more than sixty (60) days nor less than thirty (30) days prior to the expiration of such period.

23. AUTHORIZATION FOR THE CHECK-OFF OF UNION DUES

The following form when signed by an employee will authorize the Company to deduct Union Dues from his wages:

"I hereby authorize and instruct Canadair Limited to deduct from any wages due me on the thir pay-day of each month the sum of_____dollars (_____) and to transmit same to the Financial Secretary of Aircraft Lodge 712, International Association of Machinists, in payment of my dues as a member of that Lodge.

"This authorization shall be and remain irrevocable until 30 days before the anniversary date of thecollective agreement presently in effect. During, this 30 days period the present authorization may be cancelled by me on written notice to the Company and the Union on forms provided."

Notwithstanding dates written in authorizations received by the Company to deduct Union dues, the authorizations will all and only be revocable during the period of 30 days before the anniversary date of the collective agreement currently in effect.

DATED AT MONTREAL, this 2nd day of November 1951

For the Union

Gérard Désilets
J.A.Ménard
Aldo. Colman
Robert. Lavoie
Laurent Guimont

For the Company

Unreadable
Executive Vice President

Unreadable
Secretary-Treasurer

Approved by Grand Lodge, International Association of Machinists.

Louis Laberge,
Business Representative

Geo. P.Schollie
Canadian Vice-President

CANADAIR LIMITED

I. TOOLMAKING	SCHEDULE A
Jigmaker	Journeyman Class "A" Class "B"
Patternmaker	Journeymen Class "A" Class "B"
Template Layout Man	Journeyman Class "A" Class "B"
Tool & Die Maker	Journeyman Class "A" Class "B"
Toolroom Machinist	Journeyman Class "A" Class "B"

2. JOURNEYMAN

A journeyman shall be one who has satisfied the Company that he has passed through a recognized apprenticeship training, or has satisfied the Company as to his experience and ability, and is competent to work directly from drawings and perform all operations in his trade without direction from others and who has been assigned work in one of the following skilled trades:

Aircraft Mechanic	Cable Splicer	Sheet Metal Worker
Drop Hammer Operator	Doper	Welder
Electrician	Finisher	Upholsterer
Fitter	Instrument Repairman	Jig & Tool & Die Maker
Joiner	Machinists	Patternmaker
Moulder	Painter	Toolroom Machinist
Radio Or Radar Technician	Sign Writer	Template Layout Man
	Pipe & Tube Bender	Plastic Worker

Sheet Metal Workers to include those doing Wheeling, Stretch-pressing, spinning and Hand Bumping.

SCHEDULE "A"

3.- PRODUCTION WORKER CLASS "A"

A CLASS "A" production worker is one engaged under supervision in repetitive machine, assembly, bench or finishing work, after instruction therein, and able to read detailed drawings where necessary and has been assigned work in one of the following classifactions:

Aircraft Mechanic
Cable Splicer
Drop Hammer Operator
Doper
Electrician
Electric Plater
Finisher
Fitter
Heat Treat Operator
Instrument Repairman
Joiner
Plastic Worker
Machine Operator
Moulder
Painter
Radio & Radar Technician
Rivetter
Sandblaster
Sheet Metal Worker
Sign Writer
Sprayer
Seamstress
Upholsterer
Welder

4.- PRODUCTION WORKER CLASS "B"

A class "B" Production Worker is one who is engaged in repetitive machine, assembly, bench of finishing work which requires less training, experience or skill than the work done by Class "A" Production Workers.

5.- BEGINNER

A Beginner shall be an employee who has no previous workshop experience in the kind of work on which he is engaged. An employee hired as a Beginner shall be so classified for a period of six (6) months from the date of his employment, and at the end of that time shall either be classified as a Production Worker. Class "B" or discharged. The Company may, at is discretion, promote, or discharge a Beginner at any time prior to the expiration of the said period of six (6) months. Timekeeper (Beginners) shall be subject to the same regulations as Beginners generally, except the time period shall be three (3) months from date of employment .

6.- LABOURERS, SWEEPERS AND MATERIAL TRUCKERS

Those men commonly understood as such and performing no manufacring or clerical operations, nor the operation of any other trade listed in this Agreement. Men employed in pushing trucks of material supply will be included in this classification.

SCHEDULE "A"

6.- LABOURERS, SWEEPERS AND MATERIAL TRUCKERS(Continued)

This classification shall include the following personnel, provided they are employed wholly on the jobs indicated.

Messenger Boys	Banding Pipelines
Rivet Sorters	Banding Cable & Wire Assemblies
Removing Burrs on light materials	
Rivet Boys	Cerro Bend Tube Fillers
Part Stamping	Parcelling or Wrapping

7.- STRIPPERS, CLEANERS AND POLISHERS

Shall be those regularly engaged in preparing the airplane and its components by the following operations; Paint stripping, cleaning, sweeping and polishing.

8.- STORESMEN AND STOCK CHASERS

Storesmen Class "A" are those engaged under supervision and with sufficient knowledge of their section of the Stores to operate alone or to instruct others in the work.

Storesmen Class "B" are those who have less training, experience or skill than is necessary for the work done by Class "A" storesmen.

Storesmen-Beginners shall be classified under and subject to the same regulations as Beginners on Production.

Stockchasers shall be classified under the categories of "A" and "B" and "Beginner" in a manner similar to storesmen.

The classification of storesmen also includes personnel employed in Tool Cribs as indicated in Clause 9.

9.- TOOL CRIB ATTENDANTS

Tool Crib Attendants Class "A" are those engaged unier supervision and with sufficient knowledge of the work required to work alone or instruct offers in the work.

Tool Crib Attendant Class "B" are those who have less training and experience than Class "A" attendants and who operate Tool Cribs alone or with one worker under their supervision.

Beginners shall be classified under and subject to the regulations as beginners on production and shall be responsible to the Tool crib Attendant.

SCHEDULE "A"

9.- TOOL CRIB ATTENDANTS(Continued)

There shall be a minimum of one Class "A" attendant employed on each shift in Tool Cribs serving machine and tool shops.

Tool Crib Attendants employed in Tool Cribs other than those serving Machine and Tool Shops shall be classified as Storesmen in ac ordance with Clause 8.

10. CONTROL BOOTH CLERKS(IN THOSE PLANTS WHERE THIS POSITIONS EXISTS)

Control Booth Clerk shall be one who is in charge of a Control Booth, This classification shall be divided into categories "A" and "B" depending upon the experience and responsibility involved.

11. TIMEKEEPERS PRODUCTION CLERKS AND FLOOR CLERKS

Shall be grated under categories "A" " B" and "Beginner" . The Beginner category shall be subject to the same regulationsas beginners on Production, except in the case of Timekeeper beginner classification the period shallbe three (3) months from the date of employment.

12. EXPEDITERS

Shall be graded under Categories "A" and "B" and "Beginner". The Beginner category shall be subject to the same regulations as Beginners on Production.

13. INSPECTORS

Inspector- Preflight.
A preflight inspector shall be one qualified to relieave aircraft for initial or subsequent flights after manufacture or overhaul. Air engineer's Licence is required when applicable with two engine, or four engine-endorsement.

Class "A" Class "B"

Inspector Tooling "A",
A Tooling Inspector Class "A" shall be one engaged in any capable of inspecting all types of tools, jugs, templates, patterns and gauges working from primary information without direction.

SCHEDULE A"A

13. INSPECTORS(Continued)

Inspector- Tooling "B",

A tooling inspector Class "B" is one engaged in and capable of inspecting secondary tools, jugs, templates, patterns and gauges. He shall be capable of carryihg out any inspection operation without direction.

Inspector- Class "A"

Inspectors Class "A" shall be those having previous experience in aircraft and competent to carry out and approve any inspection operations on any part of the aircraft concerned, except for the signing over of the aircraft after manufacture or complete overhauling and those making complete inspection of majos jigs and major templates.

Inspector- Class "B"

Inspectors Class "B" shall be those who, while in the employ of the Company have been authorized to sign out by chit, or approve by stamping the whole of any major component or major structural assembly which requires such approval, and shall include inspectors working on intricate precision parts requiring the use of precision instruments and those inspecting jigs and templates; also heat treatment inspector in charge and receiving inspector-in -charge .

Inspector Class "C"

Inspectors- Class "C" shall be those inspecting minior assemblies, minor jigs, minior templates and bending blocks; also shipping inspector in charge and testing machine operators.

Inspectors; Class "D"

Inspectors, Class "D" shall be employees who have no previous workshop experience in the kind of work on which they are engaged. Any employee hired as a Class "D" inspector shall be so classified for a period of six (6) months from the date of his employment and at the end of that time shall be either classified as a Class "C" inspector or released. The Company may, at its discretion, promote or release a Class "D", .The Company may, at is discretion, promote or release a Class "D" Inspector at any time prior to the expiration of the said six months.

14. APPRENTICES

Apprentices (between the ages of 16 and 19 years may be employed in the proportion of one apprentice to five (5) journeymen, in the following trades:

Electricians	Machinists	Jig Makers	Pattern Makers
Toolmakers	Millwrights	Fitters	Carpenters
Aircraft Mechanics	Sheet Metal Workers	Steamfitters & Plumbers.	

Apprentice shall be for a period of Eleven Thousand and one Hundred hours. (11,000).

SCHEDULE "A"

15. MAINTENANCE WORKERS

This classification shall include:

Craters or those doing comparable work
Oilers
Maintenance Mechanics
Steamfitters and Plumbers
Electricians
Carpenters
Painters
Auto Mechanics
Equipment Operators
Overhead Crane Operators
Truck Drivers

All others workers in Maintenance not otherwise classified, shall be graded and rated in the same manner as Production workers.

CANADAIR LIMITED

SCHEDULE "AA"

I. TOOLMAKING

Classification	Minimum rate		
Jigmaker			
Journeyman	1.50		
Class "A"	1.22	1.27	1.32
	1.07	1.12	1.17
Patternmaker			
Journeyman	1.50		
Class "A"	1.27	1.32	1.37
Class "B"	1.12	1.17	1.22
Template Layour Man			
Journeyman	1.50		
Class "A"	1.27	1.32	1.37
Class "B"	1.12	1.17	1.22
Tool & Die Maker			
Journeyman	1.55		
Class "A"	1.27	1.32	1.37
Class "B"	1.12	1.17	1.22
Toolroom Machinist			
Journeyman	1.39		
Class "A"	1.17	1.22	1.27
Class "B"	1.02	1.07	1.12

2.- PRODUCTION WORKERS

Journeyman	1.39		
Class "A"	1.17	1.22	1.27
Class "B"	1.02	1.07	1.12
Beginners	.95		

3.- APPRENTICES

1st 1850 hours	.83
2nd 1850 hours	.94
3rd 1850 hours	1.05
4th 1850 hours	1.16
5th 1850 hours	1.27
6th 1850 hours	1.39

SCHEDULE "AA"

Classifications	Minimum Rate		
4.- INSPECTORS			
Inspectors- Prelight			
Class "A"	1.60		
Class "B"	1.50		
Inspectors- Tooling			
Class "A"	1.55		
Class "B"	1.39		
Inspectors- Production			
Class "A"	1.39		
Class "B"	1.22	1.27	1.32
Class "C"	1.11	1.16	1.21
Class "D"	1.02		
5.- CONTROL BOOTH CLERKS			
Class "A"	1.22	1.27	1.32
Class "B"	1.17	1.22	1.27
6.- EXPEDITERS			
Class "A"	1.17	1.22	1.27
Class "B"	1.08	1.13	1.18
Beginner	.95		
7.- LABOURERS, SWEEPERS AND MATERIAL TRUCKERS	1.00		
8.- PRODUCTION CLERKS, FLOOR CLERKS AND SHIPPERS			
Class "A"	1.08	1.13	1.18
Class "B"	1.02	1 .07	1.12
Beginner	.95		
9.- STORESMEN AND STOCK CHASERS			
Class "A"	1.17	1.22	1.27
Class "B"	1.02	1.07	1.12
Beginner	.95		

SCHEDULE "AA"

	Classifications	Minimum rate		
10.-	STRIPPERS POLISHERS AND CLEANERS	1.07		
11.-	TIMEKEEKERS			
	Class "A"	1.17	1.22	1.27
	Class "B"	1.02	1.07	1.12
	Beginner	.95		
12.-	TOOL CRIB ATTENDANT (Serves Machine & Tool Shop)			
	Class "A"	1.22	1.27	1.32
	Class "B"	1.07	1.12	1.17
	Beginner	.95		
13.-	AUTO MECHANICS			
	Journeyman	1.39		
14.-	CARPENTERS (Not on Building Construction)			
	Journeyman	1.39		
15.-	CRATERS	1.22		
16.-	ELECTRICIANS (Not on Construction)			
	Journeyman	1.45		
17.-	MAINTENANCE MECHANICS			
	Journeyman	1.39		
18.-	OILERS	1.05		
19.-	PAINTERS (Not on Cohstruction)			
	Journeymen	1.39		
20.-	STEAMFITTERS & PLUMBERS Not on Construction)			
	Journeyman	1.45		

Increases shall be automatic on the following basis where there is a range for the job classification , I) Starting Rate; Minimum ll) on completion f six months; Mid Rate: III) On completion of twelve months- Top rate.

SCHEDULE "AA"

The Company may, at its discretion, pay any employee at a rate higher than the rate for his classification.

All employees working on shifts other than the regular day shift shall be entitled to a rate of seven cents (7¢) higher than their regular day shift rate. In the event that the Plant goes on a 3-shift operating schedule, it is agreed that all shifts shall be paid for the same number of hours per shift. Any employees reporting for the third shift more than 33 minutes after the start of the shift shall forfeit the premium paid for that shift, however, payment will be made of the .07¢ actual hours worked.

Employees working in pressurizing crew, who are required to work in aircraft under air pressure, and those employed regularly doing cleaning work using Turco shall be paid a rate of .05¢ per hour higher than their regular rates.

A Leading Hand, meaning any employee in charge of a group of four or more other employees, and responsible for their work, or a set-up man regularly engaged in setting up machines to be operated by others, shall be granted an automatic increase of five cents (5¢) over his previous rate or shall be paid at a rate of ten cents (10¢) per hour higher than his classification or five cents (05¢) per hour higher the highest paid employee under him, whichever is the higher

The application of the terms of this Agreement shall not havethe effect of reducing any employee's rate in force at the time of its execution.

CANADAIR LIMITED

SCHEDULE "B"

REGULATIONS RE ANNUAL VACATIONS WITH PAY FOR HOURLY RATED EMPLOYEES

I.- All Hourly rated employees will receive a vacation with pay for such portion thereof as they may be entiled in accordance with their length of service.
Employees requires to work during the shut-down period will be given their vacation at another time.

2.- EMPLOYEES ENTITLED TO ANNUAL VACATION WITH PAY

I.- All hourly rated employees having completed one year's continuous service will receive a vacation of one week with pay on the basis of 2% of his earnings from May I, 19 1 to April 30, 1952.

2.- All hourly rated employees having completed more than one calendar month's continuous service, but less than one year, will receive a vacation with pay on the basis of 2% of his earnings from May 1, 1951, to April 39, 1952.

3.- QUALIFYING YEAR

The qualifying year during which service will count for vacation with pay will commence on 1st May and end on the 30th of April following.

4.- ACCRUED VACATION PAY

Should an employee leave the employ of the Company, he shall be paid accruded vacation pay on the basis of 2% of his earnings from the start of the qualifying year if he is entitled to a one week vacation or less and he shall be paid on the basis of 4% of his earnings if he has qualified for a two weeks vacation. Any employee who resigns from the Company or is discharged shall be paid 2% of his earnings from the start of the qualifying year.

EMPLOYEES IN COMPANY'S EMPLOY MORE THAN FIVE YEARS

All hourly rated employees who have been in the continuous employ of the Company for five years or more will be granted one additional week's vacation with pay on the basis of 2% of his earnings from May 1st, 1951 to April 30, 1952.

SCHEDULE "B"

6.- PAY FOR VACATION

Vacation pay will be paid in advance.

7.- CONTINUOUS SERVICE

1. Continuous service shall be considered to have been broken in the following circumstances:

   a) Discharge
   b) Voluntarily leaving the Company's service
   c) Lay-off where an employee has failed to comply with the following condition, or has lost a period of time in excess of one year through continuous lay-off.

      I. Return to work within seven days if unemployed, or within fourteen days if employed, upon being recalled by a letter sent to his last known address. (Subject to notification to the Union as required by Clause 13B of this Agreement).

      (The lay-off period shall not constitute service for the purpose ofcalculating the amount of vacation to be granted).

2. Where an employee has been laid off and rehired during the vacation qualifying year, he shall receive vacation pay in accordance with Article 2 (2) above, based upon total actual employment during that year, less any accruded vacation pay received at time onf lay-off.

LABOUR AGREEMENT

National Union of Operating Engineers
and
Canadair Limited

1950-51

CANADAIR
Limited Montreal

19/2521

LABOUR AGREEMENT

BETWEEN

Canadair Limited, a body politic and corporate, duly incorporated according the Laws of the Dominion of Canada, and having its head office and principal place of business in the Parish of St. Laurent, in the Province of Quebec, hereinafter referred to as "the Company"

PARTY OF THE FIRST PART

and

the hourly-rated Power and Compressor Room employees of Canadair Limited as represented by the National Union of Operating Engineers of Canada, hereinafter called "the Union".

PARTY OF THE SECOND PART.

1.- PURPOSE

It is the intention of this Agreement to maintain a harmonious relationship between the Company and its steam plant employees, to ppovide an amicable method of settling any differences which may arise between them and to set forth the conditions of employment to be observed between the Company and the Union.

2.- RECOGNITION

The Company recognizes that the Union has been duly certified by the Labour Relations Board of the Province of Quebec as sole bargaining agent for all engineers employed in its steam plants as defined in Clause two (2), and that the Union has consequently all the rights inherent to such certification.

3.- GRIEVANCE COMMITTEE

The Union will elect or appoint "One Shop Steward" for each plant and supply the Company with the names of same, whom said Company shall then recognize. The Shop Steward shall be the person to handle any grievance that may arise out of this Agreement.

4.- SETTLEMENT OF DISPUTES

Disputes or grievances shall be dealt with by the Management representatives and the Stewards in accordance with the following procedure:

A) Any question which an employee wishes to take up with the Company shall first betaken up directly by the employee, or at his option, through the Steward, with the Chief Engineman and the Chief Engineman shall render his decision within two (2) clear working days. Failing a satisfactory settlement, the matter shall be deemed to be a grievance. Any employee having a grievance shall present the grievance in writing to his Steward. An employee may present his grievance to the Steward during working hours, but, where a lengthy discussion is necessary, this shall be conducted outside working hours.

B) Any grievance arrived at in accordance with the foregoing procedure shall be dealt with by a representative authorized by the Management of the Company and the Stewards.

C) Failing settlement, the grievance shall be referred to the Factory Manager and the Personnel Manager by the Stewards for negotiation and settlement.

D) Failing negotiation of a satisfactory settlement of a greivance by the foregoing steps, it will be deemed a dispute.

E) Any dispute arrived at in accordance with the foregoing procedure shall be referred to an executive officer of the Company by the Stewards and the Business Agent of the Union for discussion and decision. The decision of the executive officer shall be final.

F) All decisions in settlement of Grievances and Disputes arrived at between the Management of the Company and the Stewards shall be final and binding upon both parties to this Agreement.

G) In the case of a grievance involving adjustment in wage rates the effective date of the wage adjustment shall be the beginning of the nearest payroll period to the date that the grievance was presented to the Management by the Stewards, except in cases where the settlement of the grievance itself calls for an adjustment in wages as of some previous date. Where the grievance is not settled within two weeks of presentation, the settlement of the grievance shall include an effective date for the adjustment

which will be not more than thirty days prior to the date of the presentation of the grievance.

5.- ARBITRATION

Withe respect only to any differences concerning theinterpretation or violation of this Agreement, if the Company and the Stewards fail to reach an understanding, the matter may on the application of either party be referred to an Arbitration Committee composed of equal represantatives of the Company and the Union, but not exceeding two of each, and Chairman chosen by mutual agreement of the two parties.

Should the representatives of the two parties fail within five days to agree upon a Chairman, a Judge of the Superior Court, District of Montreal, shall on the joint application of both parties be requested to appoint a Chairman.

After the Arbitration Committee has been formed by the foregoing procedure, it shall meet and hear the evidence from both sides and render a decision within seven days of the end of the hearing. The decision of the Arbitration Committee will be final and binding on both parties.

6.- NO STRIKES; NO LOCKOUTS

During the term of this Agreement, the Company agrees that there shall be no lockout and the Union agrees that there shall be no slowdown, strike or other stoppage of work.

7.- MANAGEMENT

The Management of the plants, the direction of the employees, including the right to hire, suspend or discharge for proper causes, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Company in accordance with the terms of this Agreement.

8.- CLASSIFICATION OF PLANTS

A) For the purpose of this Agreement, the plants in question shall be recognized as first class plants including Boilers, Bunkers, Compressors, Fire Pumps, Sewage Pumps, etc; in accordance with the "QUEBEC ENGINEMEN'S ACT", and have a first class engineer in charge who shall not come under the jurisdiction of this Agreement.

B) Shift Enginemen shall be deemed to be the holders of second class certificates.

8- CLASSIFICATION OF PLANTS
(Continued)

C) Boiler Operators shall be deemed to be holders of third class certificates.

D) Unlicensed firemen shall be deemed to be those with 4th class certificates or those without a certificate.

E) Coal passers shall be those engaged in handling and shovelling coal.

F) Employees assigned temporarily to perform work in one of the above classifications wherein the rate of pay is higher than their normal rate shall be paid the higher rate for the duration of such assignment.

9.- WAGES, WORKING HOURS AND CONDITIONS OF EMPLOYMENT

Rates of wages, effective October 1st, 1950, hours of work, and holiday regulations are attached hereto as Schedules, "A", "B" and "C", and shall remain in force until the expiration of this Agreement.

10.- STATUTORY HOLIDAYS

1.- Hourly rated employees will be eligible for payment for the following statutory holidays where such holidays fall, or by Federal Decree are to be celebrated, on a normal working day, viz:
New Year's, Good Friday, Dominion Day, Labour Day, Thanksgiving Day and Christmas Day.

Employees not working on one of the holidays mentioned in this Clause 1, when such holiday occurs on a normal working day, shall be paid for the holiday based on a Standard Working Day at straight time.

2.- All employees working on a holiday mentioned in Clause (1) shall be paid double time for the hours worked and if the hours worked are less than the hours for the Standard Working Day, they shall be paid straight time for the hours unworked.

11.- **SENIORITY**

A) Insofar as may be practicable, in reduction, restoration and advancement, selection of employees shall be made according to their seniority, competency and production efficiency, i.e. if competency and pruduction efficiency are equal, length of continuous service with the employer shall be the deciding factor.

B) An employee may, at the discretion of the Company, cease to have his seniority rights, and his employee's status with the Company may be terminated for all purposes if:

1- He leaves voluntarily,

2.- He is discharged,

3.- If an employee overtstays an authorized leave of absence for a period of three days without just cause.

12.- SAFETY AND HEALTH

The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment; 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.- BENEFITS

All benefits presently enjoyed by the employees in general, as well as all future benefits to employees in general, shall continue to apply to all employees covered by this Agreement.

14.- DURATION OF AGREEMENT

This Agreement is in force for a period of one (1) year from date of its signature and shall remain in force from year to year, unless either party gives notice by writing to the other party within a delay which shall not be more than sixty (60) days nor less than thirty (30) days prior to the expiration of each period, of its intention to terminate the Agreement or seek amendments to same, and in the latter case the present Agreement shall remain in force until the next Agreement is duly signed.

15- NOTICE

Any notice required to be sent to the Company shall be effectively given when mailed to:

CANADAIR LIMITED,
P.O. Box #6087
MONTREAL, P.Q.

and any such notice required to be given to the Union shall be effectively given when mailed to:

THE NATIONAL UNION OF OPERATING
ENGINEERS OF CANADA,
ROOM 10, MONUMENT NATIONAL,
1182 ST. LAWRENCE BLVD;
MONTREAL, P.Q.

IN WITNESS WHEREOF the parties have signed this Agreement at the City of Montreal under effective date of October 1st, in the year one thousand nine hundred and fifty (1950).

FOR THE COMPANY:

CANADAIR LIMITED

Unreadable signature
Executive Vice-President

unreadable signature
Comptroller

FOR THE UNION:

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA

R. Desgureault

J. Pollack

Antonio Maurols

CANADAIR LIMITED

SCHEDULE "A"

WAGE RATES FOR POWER AND COMPRESSOR HOUSE CLASSIFICATION

Effective: 1st October 1950

Classification	Rate per Hour
Stationary Enginemen- 2nd Class	$ 1.30
Stationary Enginemen- 3rd Class	1.15
Unlicensed Firemen	.98
Coal Passers	.90

N.B- The above rates have been calculated to include the equivalent of an off-shift premium of 5¢ per hour.

CANADAIR LIMITED

SCHEDULE "B"

HOURS OF WORK

1.- The normal work week shall consist of:

Four (4) eight hour shifts, and
Two (2) twelve hour shifts.

2.- Overtime shall be paid at the rate of time and one half for time worked in excess of eight hours per day, until twelve (12) hours on any one shift have been worked.

3.- Employees required to work in excess of 12 hours per shift due to lateness or non-reporting of the employee on the relieving shift, shall be paid at the rate of time and one half for the time worked in excess of 12 hours.

4.- Employees required to work in excess of 12 hours per shift due to a requirement of the Company for a reason other than outlined in (3) above shall be paid double time for time worked in excess of 12 hours.

5.- A lunch period occuring in the middle of each shift shall be allowed each employee and shall be recognized as time worked, but the employee must remain on duty during such lunch period.

6.- The starting time of the first shift in the Standard Work Week shall be 8:00 A.M. Monday.

7.- Double time pay for statutory holidays shall start at 8:00 A.M. on the day named as the holiday and shall continue for a period of 24 hours.

8.- For all hours worked on the following statutory holidays employees shall be paid at the rate of double time:

New Year's Day, Good Friday, Victoria Day (24th May), St. Jean Baptiste Day, Dominion Day, Labour Day, Thanksgiving Day, Christmas Day or on the seventh day of the employee's work week.

9.- No overtime shall be paid for time worked in excess of 56 hours in the Standard Work Week when such time is worked as a result of shift rotation, or as a result of shift changes by mutual agreement between employees.

10.- Late starting shall be penalized to the amount of fifteen (15) minutes for lateness in excess of three (3) minutes of each quarter of the hour, i.e. for lateness from four (4) to eighteen (18) minutes the penalty will be fifteen (15) minutes. From nineteen (19) to thirty-three (33) minutes, one half hour, etc.

CANADAIR LIMITED

SCHEDULE "C"

REGULATIONS RE ANNUAL VACATIONS WITH PAY FOR HOURLY RATED EMPLOYEES

1.- All hourly rated employees will receive a vacation with pay for such portion thereof as they may be entitled in accordance with their length of service.

Employees required to work during the shutdown period will be given their vacation at another time.

2.- EMPLOYEES ENTITLED TO ANNUAL VACATION WITH PAY

1.- All hourly rated employees having completed one year's continuous service will receive a vacation of one week with pay on the basis of 2% of his earnings from May 1, 1950 to April 30, 1951.

2.- All hourly rated employees having completed more than one calendar month's continuous service, but less than one year, will receive a vacation with pay on the basis of 2% of his earnings from May 1, 1950 to April 30, 1951.

3.- QUALIFYING YEAR

The qualifying year during which service will count for vacation with pay will commence on 1st May and end on the 30th of April following.

4.- ACCRUED VACATION PAY

Should an employee leave the employ of the Company for any reason whatsoever, he shall be paid accrued vacation pay on the basis of 2% of his earnings from the start of the qualifying year if he is entitled to a one week vacation or less and he shall be paid on the basis of 4% of his eranings if he has qualified for a two week vacation. Any employee who resigns from the Company or is discharged shall be paid 2% of his earnings from the start of the qualifying year.

5.- EMPLOYEES IN COMPANY'S EMPLOY MORE THAN FIVE YEARS

All hourly rated employees who have been in the continuous employ of the Company for five years or more will be granted one additional week's vacation with pay on the basis of 2% of his earnings from May 1st, 1950 to April 30, 1951.

6.- PAY FOR VACATION

Vacation pay will be paid in advance.

7.- CONTINUOUS SERVICE

1.- Continuous service shall be considered to have been broken in the following circumstances:

a) Discharge.
b) Voluntarily leaving the Company's service,
c) Lay-off where an employee has failed to comply with the following condition, or has lost a period of time in excess of one year through continuous lay-off:

1.- Return to work within seven days if unemployed, or within fourteen days if employed, upon being recalled by a letter sent to his last known address.

(The lay-off period shall not constitute service for the purpose of calculating the amount of vacation to be granted.)

2.- Where an employee has been laid off and rehired during the vacation qualifying year, he shall receive vacation pay in accordance with Article 2 (2) above, based upon total actual employment during that year, less any accrued vacation pay received at time of lay-off.

LABOUR AGREEMENT

Canadair Limited and

Aircraft Lodge 712.

1950-51

Signed Copy.

Canadair

Limited - Montreal.

19/2504

LABOUR AGREEMENT.

BETWEEN

Canadair Limited, a body politic and corporate, duly incorporated according to the Laws of the Dominion of Canada, and having its head office and Principal place of business in the Parish of St. Laurent, in the Province of Quebec, hereinafter referred to as "the Company".-

PARTY OF THE FIRST PART.

and

Local Lodge Number 712 of the International Association of Machinists, hereinafter referred to as "the Local Lodge."

PARTY OF THE SECOND PART.

WITNESSETH.

The parties to these presents, and the employees covered by this Agreement, agree mutually as follows:-

1. PURPOSE OF AGREEMENT.

The intentions and purposes of the parties to this Agreement are to promote and improve industrial and economic relations between the employees and the Company, to provide for orderly collective bargaining and to set forth herein the basic agreement covering the rates of pay, wages hours of work and conditions of employment to be observed between the parties hereto.-

It is recognized by this Agreement to be duty of the Company and of its employees to cooperate fully, individually and collectively for the advancement of the said intentions and purposes.

Any provision of this Agreement which would or might come into conflict with the present or future provisions of federal or Provincial laws, Orders-in Council or Decrees of all Governement bodies having jurisdiction in such matters, shall automatically be and become null and void.-

2. RECOGNITION.

The Company recognizes the Local Lodge for the term and for the purpose of the present Agreement as the sole collective bargainig agency, in accordance with the provisions of the Labour Relations Act of Quebec, for the purpose of bargaining collectively for all Company employees within the scope of this Agreement. The employees so represented by the Local Lodge constitute the bargaining unit and the provisions of this Agreement shall apply only to the employees in the said bargaining unit.-

The term " employees " as used in this Agreement, shall include all employees of the Company engaged in production and maintenance in its St. Laurent plant who are paid by the hour, except foremen, assistant foremen, draughtsmen, clerical employees, stationary enginemen, firemen, guards and watchmen, and cafeteria employees.-

3. MANAGEMENT.

The Union recognizes that matters of administration and management of the Company, and the direction of the working force, are vested exclusively in the Company. Nothing in this Agreement shall be interpreted as limiting the Company in any way in the exercise of the functions of management. Without limiting the generality of the foregoing, the responsibility for the management operation, extension and curtailment of business and operations, the authority to direct, transfer, promote, demote, reprimand and discharge employees for proper cause, shall be vested exclusively in the Company, as well as the right to organize and supervise the work to be performed by the employees, to direct them in the course of their work, to maintain discipline, order and efficiency, and to determine the products to be manufactured and their design, the methods processes and means of manufacturing and operating, the kinds and locations of the machines and tools to be used, the determinationof production standards, and the kind and quality of materials to be incorporated in the products or productions aforementioned.-

4. STANDARD WORKING HOURS.

A) The Standard Working Week shall be one of forty five (45) hours . The Standard Working Day will be established by the Company. Any changes in the foregoing will be discussed by the Company with the Shop Committee prior to effective date.-

B) A Schedule shall be arranged by the Company to allow employees to return tools to the tool crib and for washing time and getting ready to leave, before the end of each shift.-

4. STANDARD WORKING HOURS (Continued)

C Late starting shall be penalized to the amount of fifteen (15) minutes for lateness in excess of three (3) minutes of each quarter for the hour i.e. for lateness from four (4) to eighteen (18) minutes the penalty will be fifteen (15) minutes. From nineteen (19) to thirty-three (33) minutes one half hour, etc. Late starting up to one half hour shall not be taken into account in the calculation of overtime Any employee starting more than one half hour late shall be required to work the standard number of hours before his overtime rate becomes effective.-

D An employee who properly reports for work on any shift shall not be sent home, for reasons beyond his control, before the end of the half shift except in cases of emergency shut-down arising our of conditions beyond the Company's control. In other cases, when an employee is called in to work, he shall be paid for not less than two hours. Time and one half will be paid for these hours if worked on a Saturday and double time will be paid if the employee works on a Sunday or a holiday.-

5. OVERTIME

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

B) Overtime shall be paid for at the rate of time and one-half until twelve hours have been worked on any one shift, and at the rate of double time thereafter. After twelve hours or more have been worked on any one shift, an interval of at least eight hours must elapse before an employee may again report for work unless authorization is given by the Superintendent in charge of the Department, or his delegate, to report before such eight hour interval had elapsed. The Superintendent in charge of the Department, or his delegate, will make a record in writing on the regular overtime forms when any such approval is given and such record shall constitute authority, to pay double time until and eight hour interval has elapsed as above mentioned. Any time worked on a Saturday shall be paid for at the rate of time and one-half and any time worked on a Sunday shall be paid for at the rate of double time.-

C) 1. The following days or any day declared by Statute or Decreeto be observed as one of the holidays named below are recognized as Statutory Holidays:-

New Year's Good Friday, Victoria Day(24th May) St. Jean Baptiste Day, Dominion Day, Labour Day, Thnaksgiving Day, Christmas Day.-

2. All hourly rated employees will be eligible for payment for the following statutory holidays where such holidays fall, or by Federal Decree are to be celebrated, on a normal working day, viz.-

New Year's Good Friday Domihion Day, Labour Day, Thanksgiving Day and Christmas Day.-

Employees not working on one of the holidays mentionned in this Clause 5 - C2 when such holiday occurs on a normal working day, shall be paid for the holiday based on a Standard Working Day at straight time.-

3. All employees working on a holiday mentioned in Clause 5 - C2 shall be paid double time for the hours worked and if the hours worked are less than the hours for the Standard Working Day, they shall be paid straight time for the hours unworked.-

5.- OVERTIME (Continued)

d) A period of twenty-four (24) hours from the regular starting time of the regular day shift on Sundays and holidays as defined in clause 5 - C shall be considered as the period during which the double time rate shall apply.

e) No work will be performed on Sundays except in cases of emergency. The Shop Committee will be notified in such event. Work on Sundays and holidays will not be paid at an overtime rate if the employee takes another day off in the same pay week, except through sickness or by permission not necessarily obtained in advance.-

f) If it is found necessary to maintain continuity of production, to place certain departments or processes on a regular 7 - day week basis, then workers assigned to such Sunday work shall be assigned one (1) day off per week; they shall then not be paid double time for Sunday work, but if required to work on the assigned day off shall be paid double time for work on such day.-

Three (3) days before any department or process is to be placed on a regular 7 - day week basis, the Shop Committee will be informed of the reasons for doing so and shall have the right to make such representations and suggestions on the matter as it may deem proper and the change shall not be made effective until mutually agreed upon.-

g) It is understood and agreed by both parties that, in any case, Sunday work will be kept at a minimum. The Shop Committee is to be notified when Sunday work is required.-

h) Overtime shall be distributed as equally as possible within departments.

i) Employees shall have the right to refuse overtime for plausible reasons but shall besubject to disciplinary action should they repeatedly refuse overtime work.-

6. CLASSIFICATION OF EMPLOYEES.

(a) Every employee shall be classified according to the classifications established by this agreement, which are recognized by the Union, as outlined in attached Schedules "A" and "AA" to this Agreement, and every such employee will be entitled to receive the minimum rate of wage established for his classification.-

Every employee shall be notified whenever his classification is changed.-

The classification of employees in accordance with the detailed classifications, or as the same may be added to from time to time, shall be done by the Company.-

7. NAMES.

Names of foreman, Shift Foreman, Assistant Foremen and Leading Hands willbe made available to the Shop Committee.

8.- DEDUCTIONS.
Deductions from wages except those required by law, shall be made only on written authority of the employee.-

9. SETTLEMENT OF DISPUTES.

Disputes or grievances shall be dealt with by the Management representatives and the Grievance Committee in accordance with the following procedure.-

a) Any question which an employee wishes to take up with the Company shall first be taken up directly by the employee, or at his option, through either the Committeemen or the Stewards, with the Foreman concerned, and the Foreman shall render his decision within two (2) clear working days.- Failing a satisfactory settlement, the matter shall be deemed to be a grievance. Any employee having a grievance shall present the grievance in writing to his / her Committeeman. The Committeeman may then refer the grievance directly to the Grievance Committee or to his steward, who in turn shall refer the grievance to the Grievance Committee. An employee may present his / her grievance to the Committeeman during working hours, but where a lengthy discussion is necessary, this shall be conducted outside working hours.-

b) Any grievance arrived at in accordance with the foregoing procedure shall be dealt with by a representative authorized by the Management of the Company and the Grievance Committee.

c) Failing settlement, the grievance shall be referred to the Factory Manager and the Personnel Manager by the Grievance Committee for negotiation and settlement.-

d) Failing negotiatinn of a satisfactory settlement of a grievance by the foregoing setps, it will be deemed a dispute.-

e) Any dispute arrived at in accordance with the foregoing procedure shall be referred to an executive officer of the Company by the Grievance Committee and the Business Agent of the Lodge for discussion and decision. The decision of the executiveofficer shall be final.-

9. SETTLEMENT OF DISPUTES.

(continued)

F) All decisions in settlement of Grievances and Disputes arrived at between the Management of the Company and the Grievance Committee shall be final and binding upon both parties to this Agreement.-

G) In the case of grievance involving adjustment in wage rates, the effective date of the wage adjustment shall be the beginning of the nearest payroll period to the date that the grievance was presented to the Management by the Grievance Committee, except in cases where the settlement of the grievance itself calls for an adjustment in wages as of some previous date. Where the grievance is not settled within two weeks of presentation, the settlement of the grievance shall include an effective date for the adjustment which will be not more than thirty days prior to the date of the presentation of the grievance.-

10. ARBITRATION.

With respect only to any differences concerning the interpretation or violation of this agreement, if the Company and the Committee fail to reach an understanding, the matter may on the application of either party be referred to an Arbitration Committee composed of equal representatives of the Company and the Union, but not exceeding two of each and a Chairman chosen by mutual agreement of the two parties.-

Should the representatives of the two parties fail within five days to agree upon a Chairman a judge of the Superior Court, District of Montreal, shall on the joint application of both parties be requested to appoint a Chairman.-

After the Arbitration Committee has been formed by the foregoing procedure it shall meet and hear the evidence from both sides and render a decision within seven days of the end of the hearing. The decision of the arbitration Committee will be final and binding on both parties.-

11. COMMITTEE OF THE UNION.

The Shop Committee shall be made up of all Shop Committeemen of all departments in the Plant. The plant shall be divided into sections and the Committeemen in each section shall elect a Shop Steward. The Shop Committee shall elect Plant Chairman as required for each shift. The Plant Chairmen shall have the privilege to appoint temporarily a committeeman or a steward until an election can be held. The Committeemen and Stewards shall elect a sub-committee to be known as the Grievance Committee. All Committeemen, Stewards, Chairmen and members of the Grievance Committee shall be employees of the Company.-

The ratio of the total number of employees of the Company who are Union Officers, Committeemen, Stewards, Plant Chairmen and Grievance Committeemen, to the total of employees covered by this Agreement, shall not exceed one (1) to forty-five (45).-

12. RATING

a) The rating of the employee in accordance with the classification of this Agreement, shall be done by the Company and where there is a difference of opinion in collaboration with the Shop Committee. In the case of a disagreement over any rating, the employee concerned will be given an opportunity to show whether or not he can qualify for the classification which he believes he deserves provided a vacancy in such classification occurs. The opportunityto qualify for a higher classification shall be relevant to the work normally done in the applicant's trade by workers of the desired rating, and shall be supervised by the representative of the Shop Committee and the Superintendent or his delegate. Any employee who has failed in a test shall retain his previous classification.-

The above shall not have effect of over-ruling the definition of a Journeyman, as defined in Schedule "A"

B) The Company agrees to notify the Shop Committee of the date that changes in rate or classification brought about by the coming into force of this Agreement shall be in the hands of the employees. No request for re-classification of such employees, as a result of the coming into force of this Agreement, shall be entertained by the Company unless presented to the Management within thirty (30) days of said date.-

13. SENIORITY.

a) In all cases of lay-offs, employees shall be listed by department in order of length of service, the last hired at the bottom of the list. Proceeding upwards from the bottom of the list, the following factors shall then be considered:

1 Ability, skill and experience,
2. Length of service.-

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

A copy of the list mentioned above shall be supplied to the Shop Committee three days in advance.

b) After a lay-off, should an employee fail to return to work within seven days if unemployed, or fourteen days if employed, upon being recalled to work by a letter sent to his last known address he will cease to be considered an employee of the Company and his name will be taken off the roll.

c) Members of the Shop Committee shall have special favourable consideration as to seniority in the event of lay-off due to lack of work. In any case, lay-off or discharge of a Committee member may be effected by the Factory Manager only.-

d) When an employee with plant seniority standing is due to be laid off in his department, he shall be given the opportunity to transfer to any other department in which work may be available provided he is qualified to perform this work.-

e) The Company agrees to discuss with the Grievance Committee any case of hardship or alleged injustice arising out of any lay-off made in accordance with the above procedure.-

14. TRANSFERS

In the event of an employee wishing to transfer from one Department to another , he may file with the Management, through its Personnel Supervisor, in his own time, an application for such transfer. He may also confer with his supervisor, foreman or department head, concerning his desire. If the employee's record merits such a change # to transfer, full consideration shall be given said employee before a new employee is hired to fill the vacancy. The Personnel Department shall maintain a file of employees desiring to transfer and shall consult such file when filling vacancies.-

and there is open a position in the department in to he wishes

15. DISCHARGE.

The Company shall notify the Grievance Committee of the reason for the discharge of any employee covered by this Agreement at the same time that the employee is notified of his / her discharge.

16. SHOP COMMITTEE PERSONNEL.

The Shop Committee agree to notify the Management of the Company promptly of the names of its Shop Committeemen, Committee Chairmen, Stewards and Grievance Committee members as they are elected or appointed by the employees of the Company, and to notify of any changes which take place from time to time.

17. LEAVE OF ABSENCE.

A Any employee who becomes a delegate of the Local Lodge (not exceeding three (3) in number) shall be given leave of absence without pay, for the transaction of Union Business.

B Any employee elected as a full time Union official to perform Union duties outside the plant shall be considered as on leave of absence. Upon the expiration of his / her term of office he/ she shall be re-employed at a rate not lower than that which he/ she was receiving last prior to his /her leave of absence, and seniority shall accumulate throughout his / her leave of absence.-

18. VACATIONS WITH PAY.

Vacations with pay will be granted by the Company to employees in accordance with rules and regulations set out in Schedule "B" attached hereto.-

19. NO DISCRIMINATION.

A It is expressly understood that employees are entirely at liberty to join the local Lodge or not, as they see fit.

B The Company agrees thatno employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non membership in any labour organization or by reason of any activity or lack of activity in any labour organization.-

19. NO DISCRIMINATION
(Continued)

C The Local Lodge agrees that it will not discriminate against, coerce, restrain or influence any employee because of his membership or non-membership, his activity or lack of activity in any labour organization.-

20 DISCIPLINE.

The Local Lodge recognizes the right of the Company to discipline its employees for infractions of Company rules and regulations.

Nothing in this Agreement shall prejudice the right of the Company to terminate the employment of any employee for cause. Without waiver of the foregoing however, the Company agrees to give consideration to any representations which the Grievance Committee may see fit to make in cases where it considers the Company may have acted with undue severity.-

21. NO STRIKES; NO LOCKOUTS.

In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievance, the Local Lodge agrees that, during the life of this Agreement, there shall be no strikes, sit-down or stoppage of work, either complete or partial, and the Company agrees that there shall be no lock-out.

22 RENEWAL AND TERMINATION.

This Agreement shall become effective on the first day of October nineteen hundred and fifty and shall remain in full force and effect until the last day of September nineteen hundred and fiftyone.

It shall remain binding for a further period of one year, unless either party shall give a written notice to the other party within a delay which shall not be more than sixty (60) days nor less than thirty (30) days prior to the expiration of such period.-

23 AUTHORIZATIONS FOR THE CHECK OFF OF UNION DUES.

The following form when signed by an employee will authorize the Company to deduct Union Dues from his wages:

"I hereby authorize and instruct Canadair Limited to deduct from any wages due me on the third pay-day of each month the sum of _____ dollars _____ and to transmit same to the Financial Secretary of Aircraft Lodge 712 International Association of Machinists, in payment of my dues as a member of that Lodge.

This authorization shall be and remain irrevocable until 30 days before the anniversary date of the collective agreement presently in effect. During this 30 days days period the present authorization may be cancelled by me on written notice to the Company and the Union on forms provided ".-

Notwithstanding dates written in authorizations received by the Company to deduct Union dues, the authorizations will all and only be revocable during the period of 30 days before the anniversary date of the collective agreement currently in effect.-

DATED AT MONTREAL, this 20th day of October 1950.

For the Union.

Gérard Désilets.
M. Giroux.
L. Adamson.
Robert Lavoie.

For the Company.

Unreadable signature.
President.

Unreadable signature.
Executive Vice-President.

Approved by Grand Lodge International Association of Machinists

Louis Laberge. Business. Representative.

Geo P. Schollie
Canadian Vice-President.-

CANADAIR LIMITED.

SCHEDULE "A"

1. TOOLMAKING.

Jigmaker	Journeyman Class "AA" Class "A" Class "B"
Patternmaker	Journeyman Class "AA" Class "A" Class "B"
Template Layout Man	Journeyman Class "AA" Class "A" Class "B"
Tool & Die Maker	Journeyman Class "AA" Class "A" Class "B"
Toolroom Machinist	Journeyman Class "AA" Class "A" Class "B"

2. JOURNEYMAN

A journeyman shall be one who has satisfied the Company that he has passed through a recognized apprenticeship training, or has satisfied the Company as to his experience and ability, and is competent to work directly from drawings and perform all operations in his trade without direction from others and who has been assigned work in one of the following skilled trades.-

Aircraft Mechanic.	Cable Splicer	Sheet Metal Worker
Drop Hammer Operator	Doper	Welder
Electrician	Finisher	Upholsterer
Fitter	Instrument repairman	Jig, Tool, & Die Maker
Joiner	Machinist	Patternmaker
Moulder	Painter	Toolroom Machinist
Radio Technician	Sign Writer	Template Layout Man.
Pipe & Tube Bender	Plastic Worker	Template Layout Man.

SCHEDULE "A"

3. PRODUCTION WORKER CLASS "AA"

A class "A" Production Worker is one engaged under supervision in repetitive machine, assembly bench or finishing work who is competent to work directly from drawings where necessary and perform the operations in which he has specialized without direction from others and who has been assigned workin one of the following trades:

Aircraft Mechanic
Cable Splicer
Drop HammerOperator
Doper
Electrician
Electric Plater
Finisher
Fitter
Heat Treat Operator
Instrument Repairman
Joiner
Plastic Worker
Machine Operator
Moulder
Painter
Radio Technician
Rivetter
Sandblaster
Sheet Metal Worker
Sign Writer
Sprayer
Upholsterer
Welder.

4. PRODUCTION WORKER CLASS "A"

A Class "A" Production Worker is one engaged under supervision in repetitive machine, assembly, bench or finishing work, after instruction therein, and able to read detailed drawings where necessary and has been assigned work in one the trades listed under Production Worker. Class "AA" or in the following classification:-

Seamstress.

5. PRODUCTION WORKER CLASS "B"

A Class "B" Production worker is one who is engaged in repetitive machine, assembly, bench or finishing work which requires less training experience or skill than the work done by Class "A" Production Workers.

6. BEGINNER.

A Beginner shall be an employee who has no previous workshop experience in the kind of work on which he is engaged. An employee hired as a Beginner shall be so classified for a period of six (6) months from the date of his employment, and at the end of that time shall either be classified as a Production Worker, Class "B" or discharged. The Company may, at its discretion, promote, or discharge a Beginner at any time prior to the expiration of the said period of six (6) months.- Timekeepers (beginners) shall be subject to the same regulations as Beginners generally, except the time period shall be three (3) months from date of employment.-

7. MISCELLANEOUS LIGHT LABOUR.

This classification shall include the following personnel, provided they are employed wholly on the jobs indicated:-

Messenger Boys
Rivet Sorters
Removing Burrs on Light Materials
Rivet Boys
Part Stamping.
Banding Pipelines
Banding Cable & Wire Assemblies
Cerro Bend Tube Fillers
Parcelling or Wrapping.-

8. INSPECTORS.

Inspector Preflight.

A Preflight Inspector shall be one qualified to release aircraft for initial or subsequent flights after manufacture or overhaul. Air Engineer's License is required when applicable with two-engine or four engine endorsement.-

Class "A"
Class "B"

Inspector Tooling "A"

A Tooling Inspector Class "A" shall be one engaged in and capable of inspecting all types of tools, jigs, templates, patterns and gauges working from primary information without direction.-

Inspector - Tooling "B"

A Tooling Inspector Class "B" is one engaged in and capable of inspecting secondary tools, jigs, templates, patterns and gauges. He shall be capable of carrying out any inspection operation without direction.

Inspector - Class "A"

Inspectors Class "A" shall be those having previous experience in aircraft and competent to carry out andapprove any inspection operations on any part of the aircraft concerned, except for the signing over of the aircraft after manufacture or complete overhauling and those making complete inspection of major jugs and major templates.-

8. INSPECTORS (Continued)

Inspector Class "B"

Inspector, Class "B" shall be those who, while in the employ of the Company, have been authorized to sign out by chit, or approve by stamping the whole of any major component or major structural assembly which requires such approval, and shall include inspectors working on intricate prefision parts requiring the use of precision instruments, and those inspecting jigs and templates, also heat treatment inspector in charge and receiving inspector-in-charge.-

Inspector - Class "C"

Inspectors - Class "C" shall be those inspecting minor assemblies, minor jigs, minor templates and bending blocks, also shipping inspector-in-charge, and testing machine operators.-

Inspector Class "D"

Inspectors, Class "D" shall be employes who have / no previous workshop experience in the kind of work on which they are engaged. Any employee hired as a Class "D" Inspector shall be so classified for a period of six (6) months from the date of his employment and at the end of that time shall be either classified as a Class "C" Inspector or released. The Company may, at its discretion, promote or release a Class "D" Inspector at any time prior to the expiration of the said six (6) months.-

9.- APPRENTICES.

Apprentices (between the ages of 16 and 19 years) may be employed in the proportion of one apprentice to five (5) journeymen, in the following trades:

Electricians	Fitters
Machinists	Aircraft Mechanics
Pattern Makers	Sheet Metal Workers
Toolmakers	Carpenters
Millwrights	Steamfitters & Plumbers.

Apprenticeship shall be for a period of Eleven Thousand and One Hundred Hours (11,100)

10. MAINTENANCE WORKERS.

This classification shall include.

Craters or those doing comparable work
Oilers
Maintenance Mechanics
Steamfitters and Plumbers
Electricians
Carpenters
Painters
Auto Mechanics.

All other workers in Maintenance, not otherwise classified, shall be graded and rated in the same manner as Production workers.

11. LABOURERS AND SWEEPERS.

CANADAIR LIMITED.

SCHEDULE "AA"

1. TOOLMAKING.

Classification	Minimum Rate per Hour.
	$
Jigmaker	
Journeyman	
Class "AA"	1.29
Class "A"	1.18
Class "B"	1.07
	.92
Patternmaker	
Journeyman	
Class "AA"	1.29
Class "A"	1.18
Class "B"	1.12
	.97
Template Layout Man	
Journeyman	
Class "AA"	1.29
Class "A"	1.18
Class "B"	1.12
	.97
Tool & Die Maker.	
Journeyman	
Class "AA"	1.29
Class "A"	1.18
Class "B"	1.12
	.97
Toolroom Machinist	
Journeyman	
Class "AA"	1.18
Class "A"	1.12
Class "B"	1.02
	.87

2. PRODUCTION WORKERS.

Journeyman	1.18
Class "AA"	1.12
Class "A"	1.02
Class "B"	.87
Beginners	.80

	Minimum Rate per hour.
3. APPRENTICES.	
1st 1850 Hours	$ .63
2nd 1850 Hours	.74
3rd 1850 Hours	.85
4th 1850 Hours	.96
5th 1850 Hours	1.07
6th 1850 Hours	1.18
4. INSPECTORS	
Inspectors - Preflight	
Class "A"	1.35
Class "B"	1.25
Inspectors Tooling.	
Class "A"	1.29
Class "B"	1.18
Inspectors	
Class "A"	1.18
Class "B"	1.07
Class "C"	.96
Class "D"	.87
5. CONTROL BOOTH CLERKS.	
Class "A"	1.07
Class "B"	1.02
6. EXPEDITERS.	
Class "A"	1.02
Class "B"	.93
Beginner	.80
7. LABOURERS? SWEEPERS AND MATERIAL TRUCKERS.	.80
8. MISCELLANEOUS LIGHT LABOUR.	.74
9. PRODUCTION CLERKS FLOOR CLERKS & SHIPPERS.	
Class "A"	.93
Class "B"	.87
Beginner	.80

SCHEDULE "AA"

10.	STOREMEN AND STOCK CHASERS.	
	Class "A"	$ 1.02
	Class "B"	.87
	Beginner	.80
11.	STRIPPERS, POLISHERS & CLEANERS.	.87
12.	TIMEKEEPERS.	
	Class "A"	1.02
	Class "B"	.87
	Beginner	.80
13.	TOOL CRIB ATTENDANT.	
	(Serves machine & Tool Shop)	
	Class "A"	1.07
	Class "B"	.92
	Beginner	.80
14.	AUTO MECHANICS.	
	Journeyman	1.18
15.	CARPENTERS.	
	(Not on Building Construction)	
	Journeyman	1.18
16.	CRATERS.	1.02
17.	ELECTRICIANS	
	Not on Construction.	
	Journeyman	1.24
18.	MAINTENANCEMECHANICS.	
	Journeyman	1.18
19.	OILERS.	.85
20.	PAINTERS.	
	(Not on Construction)	
	Journeyman	1.18
21.	STEAMFITTERS & PLUMBERS.	
	(Not on Construction)	
	Journeyman	1.24

The Company may, at its discretion , pay any employee at a rate higher than the rate for his classification.-

All employees working on shifts other than the regular day shift shall be entitled to a rate of five cents (5¢) higher than their regular day shift rate. In the event that the Plant goes on a 3- shift operating schedule, it is agreed that all shifts shall be paid for the same number of hours per shift. Any employees reporting for the third shift more than 33 minutes after the start of the shift shall forfeit the premium paid for that shift, however, payment will be made of the 05¢ per hour higher than the employee's regular day shift rate for the actual hours worked. Employees doing jobs classified by the Company as " dirty work " shall be entitled to a rate of five cents (5¢) per hour higher than the base rate for their classification.-

A leading Hand, meaning any employee incharge of a group of four or more other employees, and responsible for their work, or a set-up man regularly engaged in setting up machines to be operated by others shall be granted an automatic increase of five cents(5¢) over his previous rate #his classification or five cents (5¢) higher than the highest paid employee under him, whichever is the higher.-

The application of the terms of this Agreement, shall not have the effect of reducing any employee's rate in force at the time of its execution.-

or shall be paid at a rate of ten cents (IO¢) per hour higher

CANADAIR LIMITED.

SCHEDULE "B"

REGULATIONS RE ANNUAL VACATION WITH PAY FOR HOURLY RATED EMPLOYEES.

1. All hourly rated employees will receive a vacation with pay for such portion thereof as they may be entitled in accordance with their length of service.

Employees required to work during the shutdown period will be given their vacation at another time.-

2. EMPLOYEES ENTITLED TO ANNUAL VACATION WITH PAY.

1. All hourly rated employees having completed one Year's continuous service will receive a vacation of one week with pay on the basis of 2% of his earnings from May 1, 1950 to April 30, 1951.-

2. All hourly rated employees having completed more than one calendar month's continuous service, but less than one year will receive a vacation with pay on the basis of 2% of his earnings from May 1, 1950 to April 30, 1951.-

3. QUALIFYING YEAR.

The qualifying year during which service will count for vacation with pay will commence on 1st May and end on the 30th of April following.-

4. ACCRUED VACATION PAY.

Should an employee leave the employof the Company for any reason whatsoever, he shall be paid accrued vacation pay on the basis of 2% of his earnings from the start of the qualifying year if he is entitled to a one week vacation or less and he shall be paid on the basis of 4% of his earnings if he has qualified for a two week vacation. Any employee who resigns from the Company or is discharged shall be paid 2% of his earnings from the start of the qualifying year.-

5. EMPLOYEES IN COMPANY'S EMPLOY MORE THAN FIVE YEARS .

All hourly rated employees who have been in the continuous employ of the Company for five years or more will be granted one additional week's vacation with pay on the basis of 2% of his earnings from May 1st, 1950 to April 30, 1951.-

6. PAY FOR VACATION.

Vacation pay will be paid in advance.-

7. CONTINUOUS SERVICE.

1. Continuous service shall be considered to have been broken in the following circumstances:

a) Discharge,
b) Voluntarily leaving the Company's service,
c) Lay-off where an employee has failed to comply with the following condition, or has lost a period of time in excess of one year through continuous lay-off.

1. Return to work within seven days if unemployed, or within fourteen days if employed upon being recalled by a letter sent to his last known address.

("The lay-off period shall not constitute service for the purpose of calculating the amount of vacation to be granted. ")

2. Where an employee has been laid off and rehired during the vacation qualifying year, he shall receive vacation pay in accordance with Article 22) above, based upon total actual employment during that year, less any accrued vacation pay received at time of lay-off.

A G R E E M E N T

Between

CANADAIR 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

I. PURPOSE

It is the intention of this Agreement to maintain a harmonious relationship between the Company and its steam plant employees, to provide an amicable method of settling any differences which may arise between them and to set forth the conditions of employment to be observed between the Company and the Union.

2. TERM" EMPLOYEES"

The term"employees" as mentioned in this Agreement refers to the stationary engineers employed as shift engineers, boiler operators, unlicensed firemen and coal passers in the steam power plants of Canadair Limited. Cartierville. Que.

3. RECOGNITION

The Company recognizes that the Union has been duly certified by the Labour Relations Board of the Province of Quebec as sole bargaining agent for all engineers employed in its steam plants as defined in clause two (2) and that the Union has consequently all the rights inherent to such certification.

4. GRIEVANCE COMMITTEE

The Union will elect or appoint "One Shop Steward" for each plant and

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4. GRIEVANCE COMMITTEE(CONT'D)

supply the Company with the names of same, whom said Company shall then recognize. the Shop Steward shall be the person to handle any grievance that may arise out of this Agreement.

5. GRIEVANCE PROCEDURE

Should any dispute arise between the Company and the Union as to the meaning and application of the provisions of this Agreement or should any local trouble of any kind arise in the plants, there shall be no suspension of work on account of such dispute, but an earnest effort shall be made by both parties hereto to settle immediately and without delay such dispute or trouble, in respect of which the following grievance machinery is set up:

FIRST — The employee concerned may, either alone or accompanied by the Shop Steward, take the matter directly to the head of the department (Chief Engineer).

SECOND — If a settlement is not reached within a reasonable time, forty-eight (48) hours, the Steward may take the matter to the Plant Engineer.

THIRD — If a settlement is not reached with the Plant Engineer within a reasonable time, thirty-six (36) hours, the matter may be discussed by the Shop Steward accompanied by a representative of the National Union of Operating Engineers of Canada and the Management of the Company.

All settlement of grievances between the Company and the Committee shall be final and binding upon the Company, the Committee, the employee or employees concerned. In the event of failure to reach a settlement, the matter shall be referred to Arbitration pursuant to the Labour Laws governing the matter.

5. GRIEVANCE PROCEDURE(CONT'D)

Specific times and meetings shall be agreed upon by the Committee and the Management of the Company for the consideration of any disputes of other matters to be dealt with under the provisions of this section, provided however, that matters pertaining to the discharge of employees or other matters which cannot reasonably be delayed until time of such regular meeting, may be considered at an earlier date.

Matters to be dealt with under the provisions of this section shall normally be discussed during working hours provided, however, that lengthy negotiations for a settlement of any disputes may be discussed outside of working hours.

During the term of this Agreement the Company agrees that there shall be no lockout and the Union agrees that there shall be no slowdown, strike or other stoppage of work until all provisions of this Agreement have been exhausted.

Any employee who engages in a strike, slowdown or stoppage of work before fully complying with the provisions of this section or other recourses provided by law, shall be subject to disciplinary measure.

6. MANAGEMENT

The Management of the plants, the direction of the employees, including the right to hire, suspend or discharge for proper causes, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Company in accordance with the terms of this Agreement.

7. CLASSIFICATION OF PLANTS

a) For the purpose of this Agreement the plants in questions shall be recognized as first class plants including Boilers, Bunkers, Compressors, Fire Pumps, Sewage Pumps, etc. in accordance with the "QUEBEC ENGINEMEN'SACT".

7. CLASSIFICATION OF PLANTS(CONT'd)

and have a first class engineer in charge who shall not come under the jurisdiction of this Agreement.

b) Shift Engineers shall be deemed to be the holders of second class certificates.

c) Boiler operators shall be deemed to be holders of third class certificates.

d) Unlicensed firemen shall be deemed to be those with 4th class certificates or those without a certificate.

e) Coal passers shall be those engaged in handling and shovelling coal.

f) Employees assigned temporarily to perform work in one of the above classifications wherein the rate of pay in higher than their normal rate shall be paid the higher rate for the duration of such assignment.

8. HOURS OF WORK, WORKING CONDITIONS

a) For the purpose of this Agreement a standard work week shall be of fifty-six (56) hours, composed of four (4) eight (8) hour shifts and two (2) twelve (12) hour shifts.

b) Overtime shall be paid at the rate of time and one-half for time worked in excess of eight hours per day, until twelve (12) hours on any one shift have been worked.

c) Should an employee be required to work in excess of 12 hours per shift due to lateness or non-reporting of the employee on the relieving shift, then the time worked in excess of 12 hours shall be paid for at the rate of time and one-half.

d) Should an employee be required to work in excess of 12 hours per shift due to a requirement of the Company for a reason other than outlined in (c) above, then the time worked in excess of 12 hours per shift shall be paid for at the rate of double time.

8. HOURS OF WORK WORKING CONDITIONS(Cont'd)

e) A lunch period occuring in the middle of each shift shall be allowed each employee and shall be recognized as time worked, but the employee must remain on duty during such lunch period.

f) The starting time of the first shift in the Standard Work Week shall be 8.00 a.m.MONDAY.

g) Double time pay for legal holidays shall start at ~~12.00-midnight~~ 8.00 a.m. on the day prior to the day named as the holiday and shall continue for a period of 24 hours.

9. WAGE RATES

a) Minimum wage rates of pay shall be as follows:

2nd class shift engineers	1.17
3rd class Boiler Operators	1.05
Unlicensed Firemen	.85
Coal Passers	.80

b) Any time worked on the following days shall be paid for at the rate of double time: New Year's Good Friday, Victoria Day,(24thMay) St Jean Baptiste Day, Dominion Day, Labour Day, Thanksgiving Day, Christmas Day and all Sundays. All employees covered by this Agreement will be paid for three of the holidays quoted above, namely, Christmas , New Year's and Good Friday for time not worked, based upon an eight hour day at straight time rate.

c) A premium shall be paid for all work performed between the hours of 4.00 p.m. ~~7.00 p.m.~~ and 8.00 a.m. ~~7.00 a.m.~~ such premium to be distributed to all employees at a standard rate of .03 per hour.

d) No overtime shall be paid for time worked in excess of 56 hours in the Standard Work Week when such time is worked as a result of shift rotation, or as a result of shift changes by mutual agreement between employees.

10. ANNUAL VACATION

(A) ONE-WEEK VACATION

During the term of this Agreement the Company will grant vacations with pay to all employeees thereto entitled pursuant to the provisions of all Laws, Orders-in-Council, or Decrees of Governement bodies, having jurisdiction in such matters and, subject to compliance therewith, the time for such vacations shall be scheduled at the discretion of the Company.

(B) TWO WEEK VACATION

I) An employee shall be entitled to two weeks' vacation with pay after five years' continuous service with the Company, such pay to be four per cent (4%) of the wages he has earned during the twelve months commencing May I, 1949 and ending April 30, 1950. For the purpose of determining the annual vacation with pay to which an employee shall be entitled under the terms of this Agreement, the length of service of such employees shall be computed as ofAPRIL 30, 1950.

2) In order to qualify for the above-mentioned two weeks' vacation with pay, an employee must have been in the continuous employ of the Company for five (5) years, always provided that:

a) A Time allowance of 60 days' accumulation for the 5 years ending on April 30, 1949 will be granted for absence due to the following conditions;

1) Time allowance for layoff
2) Time allowance for sickness
3) Time allowance for absence for any reason approved by the Company.

b) Credit for serving in the armed services will be allowed in accordance with applicable Order-in-Council.

c) Trainees' services date from the end of a probationary period at which time they were engaged to work permanently

d) Resignation or discharge for cause invalidates all previous service.

10. ANNUAL VACATION (CONT'D)

3) After an employee has qualified for the two weeks' vacation with pay period, he shall continue to remain so qualified unless he is absent from the employ of the Company for a continuous period of six months or more, in which event all prior service acquired shall be forfeited.

4) In the event five (5) years' service as established as at April 30, 1949, vacation of two weeks will be pro-rated based upon time worked between May I, 1949 and April 30, 1950, in accordance with Ordnance No. 3 Revised (Annual Vacations with Pay) under the Minimum Wage Act, R.S.Q. 1941 chapter 164, subjectto the provisions of Section (3) of this clause, Vacation pay shall be four per cent (4%) of the employee's wages for the period between May 1st, 1949 and April 30, 1950.

II. SENIORITY

Insofar as may be practicable, in reduction, restoration and advancement, selection of employees shall be made according to their seniority, competency and productive efficiency, i.e. if competency and productive efficiency are equal, length of continuous service with the employer shall be the deciding factor.

b) An employee may, at the discretion of the Company, cease to have his seniority rights, and his employee's status with the Company may be terminated for all purposes if:

1. He leaves voluntarily
2. He is discharged,
3. If an employee overstays an authorized leave of absence for a period of three days without just cause.

12. SAFETY AND HEALTH

The Company will continue to make reasonable provisions for the safety

SAFETY AND HEALTH (CONT'D)

and health of its employees during the hours of their employment, such devices as the Company requires to be worn and other equipment which in the opinion of Company is necessary for the safety and protection of the employees shall be provided by the Company.

13. BENEFITS

All benefits presently enjoyed by the employees in general, as well as all future benefits to employees in general, shall continue to apply to all employees coveredby this Agreement.

14. DURATION OF AGREEMENT

This Agreement is in force a period of one (1) year from date of its signature and shall remain in force from year to year, unless either party gives notice by writing to the other party within a delay whichshall not be more than sixty (60) days nor less than thirty (30) days prior to the expiration of each period, of its intention to terminate the Agreement or seek amendments to same, and in the latter case the present Agreement shall remain in force until the next agreement is duly signed.

15. NOTICE

Any notice required to be sent to the Company shall be effectively given when mailed to:

CANADAIR LIMITED
P.O.Box 6087
MONTREAL. P.Q.

and any such notice required to be given to the Union shall be effectively given when mailed to:

THE NATIONAL UNION OF OPERATING
ENGINEERS OF CANADA.
ROOM 10. MONUMENT NATIONAL
1182 ST LAWRENCE BLVD.
MONTREAL.

IN WITNESS WHEREOF the parties have signed this Agreement at the City of Montreal under effective date of October 1st, in the year one thousand nine hundred and forty-nine (1949).

FOR THE COMPANY:
CANADAIR LIMITED
Unreadable signature

VICE PRESIDENT

Unreadable signature

COMPTROLLER

FOR THE UNION:
NATIONAL UNION OF OPERATING ENGINEERS OF CANADA.

J.Pollock
Unreadable signature
L.C.Dannacker

LABOUR AGREEMENT

C A N A D A I R

Limited-Montreal

19/2235

L A B O U R A G R E E M E N T

BETWEEN

C A N A D A I R

Limited- Montreal

A N D

AIRCRAFT LODGE 712

(International Association of Machinists.)

LABOUR AGREEMENT.

BETWEEN

Canadair Limited, a body politic and corporate, duly incorporated according to the laws of the Dominion of Canada and having its head office and principal place of business at the City and District of Montreal, in the Province of Quebec, hereinafter referred to as "the Company".

PARTY OF THE FIRST PART.

and

Local Lodge Number 712 of the International Association of Machinists, hereinafter referred to as "the Local Lodge."

PARTY OF THE SECOND PART

WITNESSETH.

The parties to these presents, and the employees covered by this Agreement, agree mutually as follows:

1. PURPOSES OF AGREEMENT.

The intentions and purposes of the parties to this Agreement are to promote and improve industrial and economic relations between the employees and the Company, to provide for orderly collective bargaining and to set forth herein the basic agreement covering the rates of pay, wages hours of work and conditions of employment to be observed between the parties hereto.

It is recognized by this Agreement to be the duty of the Company and of its employees to cooperate fully, individually and collectively for the advancement of the said intentions and purposes.

Any provision of this Agreement which would or might come into conflict with the present or future provisions of Federal or Provincial laws, Orders-in-Council or Decrees of all Governement bodies having jurisdiction in such,matters shall automatically be and become null and void.

2. RECOGNITION.

The Company recognizes the Local Lodge for the term and for the purpose of the present Agreement as the sole collective bargaining agency, in accordance with the provisions of the Labour Relations Act of Quebec, for the purpose of bargaining collectively for all Company employeeswithin the scope of this Agreement. The employees so represented by the Local Lodge constitute the bargaining unit and the provisions of this Agreement shall apply only to the employees in the said bargaining unit.

The term " employees", as used in this Agreement, shall include all employees of the Company engaged in production and maintenance in its St. Laurent plant who are paid by the hour, except foremen, assistant foremen, draughtsmen, clerical employees, stationary enginemen, fireman, guards and watchmen.

3. MANAGEMENT

The Union recognizes that matters of administration and management of the Company, and the direction of the working force, are vested exclusively in the Company. Nothing in this Agreement shall be interpreted as limiting the Company in any way in the exercise of the functions of management. Without limiting the generality of the foregoing the responsinility for the management, operation, extension and curtailment of business and operations, the authority to direct, transfer, promote, demote, reprimand and discharge employees for proper cause, shall be vested exclusively in the Company as well as the right to organize them in the course of their work, to maintain discipline, order and efficiency and to determine the products to be manufactured and operating, the kinds and locations of the machines and tools to be used, the determination of production standards, and the kind and quality of materials to be incorporated in the products or productions aforementioned.

4. STANDARD WORKING HOURS.

(A) The Standard Working Week shall be one of forty-five (45) hours. The Standard Working Day will be established by the Company. Any changes in the foregoing hours will be discussed by the Company with the Shop Committee prior to effective date.

(b) A schedule shall be arranged by the Company to allow employees to return tools to the tool crib and for washing time and getting ready to leave, before the end of each shift.

(c) Late starting shall be penalized to the amount of fifteen (15) minutes for lateness in excess of three (3) minutes of each quarter of the hour i.e. for lateness from four (4) to eighteen (18) minutes the penalty will be fifteen (15) minutes, from nineteen (19) to thirty-three (33) minutes, one half hour, etc. Late starting up to one half hour shall not be taken into account in the calculation of overtime. Any employee starting more than one half hour late shall be required to work the standard number of hour before his overtime rate becomes effective.

(D) An employee who properly reports for work on any shift shall not be sent home, for reasons, bayond his control, before the end of the half shift except in cases of emergency shut-down arising out of conditions beyond the Company's control. In other cases, when an employee is called in to work, he shall be paid for not less than two hours. Time and one half will be paid for hours workedon a Saturday. Double time will be paid if the employee works on a Sunday or a holiday.

5. OVERTIME.

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

(B) Overtime shall be paid for at the rate of time and one-half until twelve hours have been worked on any one shift, and at the rate of double time thereafter. After twelve hours or more have been worked on any one shift, an interval of atleast eight hours must elapse before an employee may again report for work unless authorization is given by the Superintendent in charge of the Department, or his delegate, to report before such eight hours interval had elapsed. The Superintendent in charge of the Department or his delegate, willmake a record in writing on the regular overtime forms when any such approval is given and such record shall constitute authority to pay double time until an eight hour interval has elapsed as above mentioned.

(c) Any time worked on the following days shallbe paid for at the rate of double time: New Year's, Good Friday, Victoria Day, (24th May) St. Jean Baptiste Day, Dominion Day, Labour Day Thanksgiving Day, Christmas Day and all Sundays.

Three of the holidays quoted above, namely Christmas, New Year's and Good Friday, shall be paid holidays for time not worked, based upon a nine-hour day at straight time rate.

(d) Any day declared by Statute or decree to be observed as one of the holidays mentioned in clauses 5 (C) because such holiday would fall on a Sunday, shall be paid for at the rate of double time, for any time worked.

(E) A period of twenty-four (24) hours from the regular starting time of the regular day shift on Sundays and holidays as defined in clause 5 (C) and (D) shall be considered as the period during which the double time rate shall apply.

(F) No work will be performed on Sundays except in cases of emergency. The Shop Committee will be notified in such event. Work on Sundays and holidays will not be paid at an overtime rate if the employee takes another day off in the same pay week, except throught sickness or by permission, not necessarily obtained in advance.

(G) If it is found necessary, to maintain continuity of production to place certain departments or processes on a regular 7 day week basis, then workers assigned to such Sunday work shall be assigned one (1) day off per week; they shall then not be paid double time for Sunday work, but if required to work on the assigned day off shall be paid double time for work on such day.

Three (3) days before any department or process is to be placed on a regular 7 day week basis, the Shop Committee will be informed of the reasons for doing so and shall have the right to make such

representations and suggestions on the matter as it may deem proper and the change shall not be made effective until mutually agreed upon.

(H) It is understood and agreed by both parties that, in any case, Sunday work will be kept at a minimum. The Shop Committee is to be notified when Sunday work is required.-

(I) Overtime shall be distributed as equally as possible within Departments.

6. CLASSIFICATION OF SHOP EMPLOYEES.

(A) Journeymen - A journeyman shall be one who is competent to work directly from drawings and carry out any operation in his trade without direction from others, in the following skilled trades.

Tool and Die Makers (Bench or Machine)
Jig Makers
Pattern Makers
Machinists
Electricians
Pipe and Tube Benders
Fitters: Bench Hydraulic and Assembly.
Joiners
Sheet Metal Workers.
Electric Welders
Aluminum Welders
Dopers, Finishers, Sprayers.
Gas Welders- on materials other than aluminum
Painters
Moulders
Gable Splicers
Drop Hammer Operators
Upholsterers
Instrument Repairmen
Sign Writers
Aircraft Mechanic
Radio Technician.

The Sheet Metal Worker classification shall include workers skilled and capable of forming sheet metal by employing any one of the following methods.

Wheeling, stretch, pressing, spinning and hand-bumping.

All those doing work comparable to that of Tool Makers using materials other than metals, shall be classified as Pattern Makers.

(B) Set Up Men - Shall be those regularly engaged in setting up machines to be operated by others and shall be rated as a Lead Hand.

(C) Production Workers Class "A" Class "A" Production Workers are those engaged under supervision, in pepetitive machine assembly bench or finishing work, after instruction therein and able to

read detailed drawings where necessary. These shall include:

Hand Gun Riveters with at least three (3) months' experience as Class "B" Production Workers on riveting.

Sandblasters
Dopers
Heat Treat Operators
Platers
Sprayers.

A production Worker required to be a "fitter-rivetter shall be classified as a Production Worker Class "A"

(D) Production Worker, Class "B" Class "B" Production Workers are those engaged in repetitive machine, assembly or bench or finishing work, which required less training experience or skill than the work done by Class "A" Production Workers.

(E) Beginners - A Beginner shall be an employee who has no previous workshop experience in the kind of work in which he is engaged. An employee hired as a beginner shall be so classified for a period of six (6) months from the date of his employment, and at the end of that time shall either be classified as a Production Worker, Class "B" or discharged. The Company may, at its discretion, promote or discharge a Beginner, at any time prior to the expiration of the said period of six (6) months.

(F) Labourers, Sweepers and Material Truckers, Those men commonly understood as such and performing no manufacturing or clerical operations, nor the operation of any other trade listed in this Agreement. Men employed in pushing trucks of material supply will be included in this classification.-

(G) Strippers, Cleaners and Polishers, Shall be those regularly engagedin preparing the airplane and its components by the following operations: Paint stripping cleaning sweeping and polishing.

(H) Storemen and Stock Chasers - Storemen Class "A" are those engaged under supervision and with sufficient ~~and with sufficient~~ knowledge of their section of the Stores to operate alone or to instruct others in the work.

Storemen Class "B" are those who have less training , experience or skill than is necessary for the work done by Class "A" storemen.

Storemen beginners shall be classified under and subject to, the same regulations as Beginners on Production.

Stockchasers shall be classified under the categories of "A" and "B" and "Beginner " in a manner similar to Storemen

The classification of Storesman also includes personnel employed in Tool Cribs as indicated in clause 6 (i)

(I) Tool Crib Attendents.

Tool Crib Attendants Class "A" are those engaged under supervision and with sufficient knowledge of the work required to work aloneor instruct others in the work.

Tool Crib Attendants, Class "B" are those who have less training and experience than Class "A" Attendants and who operate Tool Cribs alone or with one worker under their supervision.

Beginners shall be classified under and subject to the regulations as beginners on [redacted] production and shall be responsible to the toll crib attendant.

There shall be a minimum of one Class "A" Attendant employed on each shift in Tool Cribs serving Machine and Tool Shops.

Tool Crib Attendants employed in Tool Cribs other than those serving Machine and Tool Shops shall be classified as Storesmen in accordance with Clause 6 (H)

(J) Control Booth Clerks, (in those plants where this position exists) Timekeepers, Production Clerks and Floor Clerks.

Control Booth Clerk shall be one who is in charge of a control booth. This classification shall be divided into categories "A" and "B" depending upon the experience and responsibility involved.

Timekeepers Production Clerks and Floor Clerks shall be graded under categories "A" "B" and"Beginner " The Beginner category shall be subject to the same regulations as Beginners on Production, except in the case of Timekeeper Beginner classification the period shall be three (3) months from the date of employment.

Expediters shall be graded under Catogeries "A" "B" and "Beginner " The Beginner category shall be subject to the same regulations as Beginners on Production.

(K) Miscellaneous Light Labour: This classification shall include the following personnel, provided they are employed wholly on the jobs indicated.

Messenger Boys
Rivet Sorters
Removing Burrs on Light Materials
Rivet Boys
Part Stamping
Banding Pipelines with Indentification Tapes
Banding Cable and Wire Assemblies with Indentification Tapes
Parcelling or Wrapping for Paint Shop
Cerro- Bend Tube Fillers

(L) Inspectors - Class "A" Inspectors shall be those having previous experience in aircraft and competent to carry out and approve any inspection operations on any part of the aircraft concerned, except for the signing over of the aircraft after manufacture or complete overhauling and those making complete inspection of major and major templates. jigs

Class "B" Inspectors shall be those who, while in the employ of the Company have been authorized to sign out by shift, or approve by stamping the whole of any major component or major structural assembly which requires such approval, and shall include inspectors working on intricate precision parts requiring the use of precision instruments, and those inspecting jigs and templates, also heat treatment inspector in charge and receiving inspector-in charge.-

Class "C" Inspectors shall be those inspecting minor assemblies minor jigs, minor templates and bending blocks, also shipping inspector-in charge and testing machine operators.

Class "D" Inspectors shall be those competent to examine unassembled parts from the blue-prints without direction from a superior, and protective processing.

Beginner Inspector shallbe an employee who hasno previous workshop experience in the kind of work on which he is engaged. An employee hired as a Beginner Inspector shall be so classified for a period of six (6) months from the date of his employment and at the end of that time shall be either classified as a Class "D" inspector or discharged. The Company may at its discretion promote or discharge a Beginner Inspector at any time prior to the expiration of the said six (6) months.

NOTE: Any Inspector Class A, B, C or D may be required to supervise or instruct a Beginner Inspector without being classed as a Leading Hand.

(M) Trade Apprentices - Apprentices (between the ages of 16 and 19 years) may be employed in the proportion of one apprentice to five (5) Journeymen, in any department where Journeymen are employed. They shall be apprenticed to the following trades only:-

Electricians- Radio Instrument
Fitters
Machinists
Aircraft Mechanics
Pattern Makers
Sheet Metal Workers
Tool Makers

Apprenticeship shallbe for a period of Eleven Thousand and One Hundred hours (11,100)

(N) Maintenance Workers - This classification shall include.

Craters or those doing comparable work.
Oilers
Maintenance Mechanic
Steamfitters and Plumbers
Electricians.
Carpenters
Painters
Auto Mechanics.

(o) Maintenance Trade Apprentices - Apprentices (between the ages of 16 and 19 years) may be employed in the proportion of one apprentice to five (5) Journeymen, in any department where Journeymen are employed. They shall be apprenticed to the following trades only.

Electrician
Steamfitter and Plumber.

Apprenticeship shall be for a peri d of Eleven Thousand and One Hundred Hours (11,100)

7. WAGES.

Minimum Rates of Pay	Rate per Hour
(1) Journeymen	
Tool and Die Maker (Bench or Machine)	$ 1.22
Jig Maker	1.22
Pattern Maker	1.22
Machinists	1.11
Electricians	1.11
Pipe and Tube Benders	1.11
Fitters: Bench Hydraulic & Assembly	1.11
Joiners	1.11
Sheet Metal Workers	1.11
Electric Welders	1.11
Aluminum Welders	1.11
Dopers- Finishers Sprayers	1.11
Gas Welders - on material other than aluminum	1.11
Painters	1.11
Moulders	1.11
Cable Splicers	1.11
Drop Hammer Operators	1.11
Upholsterers	1.11
Instrument Repairmen	1.11
Sign Writers	1.11
Aircraft Mechanic	1.11
Radio Technician	1.11
(2) Production Workers Class "A"	.95
(3) Production Workers Class "B"	.80
(4) Beginners	.73
(5) Labourers, Sweepers and Material Truckers	.73

7. WAGES (CONTINUED)

	Rate per Hour
(6) Strippers, Cleaners and Polishers	.80
(7) Storemen and Stock Chasers:	
Class "A"	.95
Class "B"	.80
Beginner	.73
(8) Tool Crib Attendant (Serving Machine & Tool Shops)	
Class "A"	1.00
Class "B"	.85
Beginner	.73
(9) Control Booth Clerks:	
Class "A"	1.00
Class "B"	.95
Timekeepers, Production Clerks and Floor Clerks	
Class "A"	.86
Class "B"	.80
Beginner	.73
Expediters	
Class "A"	.95
Class "B"	.86
Beginner	.73
(10) Miscellaneous Light Labour	.67
(11) Inspectors:	
Class "A"	1.11
Class "B"	1.00
Class "C"	.89
Class "D"	.80
Beginner Inspectors	.73
(12) Apprentices:	
1st 1,850 hours	.56
2nd 1,850 hours	.67
3rd 1,850 hours	.78
4th 1,850 hours	.89
5th 1,850 hours	1.00
6th 1,850 hours	1.11
(13) Maintenance:	
Craters or those doing comparable work	.95
Maintenance Mechanics (Journeymen)	1.11
Steam Fitters and Plumbers (Journeymen)	1.17
Electricians (Journeymen)	1.17
Oilers	.78
Carpenters) Journeymen)	1.11
Painters (Journeymen)	1.11
Auto Mechanics (Journeymen)	1.11

Rate per Hour.

7. WAGES (CONTINUED)

(14) Maintenance Apprentices Steamfitters
Plumbers, Electricians

1st 1850 hours	.56
2nd 1850 hours	.67
3rd 1850 hours	.78
4th 1850 hours	.89
5th 1850 hours	1.00
6th 1850 hours	1.11

All other workers in Maintenance not otherwise classified shall be graded and rated in the same manner as Production workers.

(B) The Company may, at its discretion pay any employee at a rate higher than his classification calls for.

(C) All employees working on shifts other than the regular day shift, shall be entitled to a rate of five cents (5cents) higher than their regular day shift rate. In the event that the Plant goes on a 3 shift operating schedule, it is agreed that all shifts shall be paid for the same number of hours per shift. Any employee reporting for the third shift more than 33 minutes after the start of the shift shall forfeit the premium paid for that shift. Payment will be made of the ,05¢ per hour higher than the employee's regular day shift rate for the actual hours worked.

(D) A Leading Hand, meaning any employee in charge of a group of four or more other employees, and responsible for their work, shall be paid at a rate of five cents (5¢) per hour higher that his / her classification calls for or than the rate of the highestpaid employee under him/her whichever is the higher. An employee when appointed to a lead hand position shall automatically be granted a five cent (5¢) increase over his previous rate except when he has been paid the five cent (5¢) increase for the lead hand classification and such increase has been retained in his rate. Names of those promoted to lead hand shall be turned over to the Committee.

(E) The application of the terms of this Agreement shall not have the effect of reducing any employee's rate in force at the time of its execution.

8. NAMES.

Names of Foremen, Shift foremen, assistant Foremen and Leading Hands will be made available to the Shop Committee.

9. DEDUCTIONS.

Deductions from wages, except those required by law, shall be made only on written authority of the employee.-

10. DETERMINATION OF DISPUTES:

(a) The Shop Committee shall be made up of all Shop Committeemen of all departments in the Plant. The Plant shall be divided into sections and the Committeemen in each section shall elect a Shop Steward. The Shop Committee shall elect Plant Chairmen as required for each shift. The Plant Chairmen shall have the privilege to appoint temporarily a committeeman or a steward until an election can be held. The Committeemen and Stewards shall elect a sub-committee to be known as the Grievance Committee. All Committeemen, Steward, Chairmen and members of the Grievance Committee shall be employees of the Company.

The ratio of the total number of employees of the Company who are Union Officers, Committeemen, Stewards, Plant Chairmen and Grievance Committeemen, to the total of employees covered by this Agreement shall not exceed one (1) to forty-five (45)

(B) Any question which an employee wishes to take up with the Company shall first be taken up directly by the employee, or at his option, through either the Committeemen or the Steward, with the Foreman concerned, and the Foreman shall render his decision within two (2) clear working days. Failing a satisfactory settlement, the matter shall be deemed to be a grievance. Any employee having a grievance shall present the grievance in writing to his/her Committeeman. The Committeeman may then refer the grievance directly to the Grievance Committee or to his Steward, who in turn shall refer the grievance to the Grievance Committee. An employee may present his/her grievance to the Committeeman during working hours, but, where a lengthy discussion is necessary, this shall be conducted outside working hours.

(C) Any disputes arising out of this Agreement shall be dealt with by the Management of the Company andthe Grievance Committee. In any specific case of a grievance on which the Management and the Committee are unable to arrive at agreement, and if eitherparty then decides to resort to Arbitration, as provided in Article 21 hereof, the Grievance Committee shall then have the right to call in the Business Agent of the Lodge, for further discussion of the grievance with the Management before Arbitration is finally resorted to.

(D) Grievance will only be recognized as official when initialled and dated by the Personnel Manager or the Assistant Personnel Manager or their designated representative.

Grievances may be discussed with the Management by the Grievance Committee during working hours.

(E) All decisions in settlement of Grievances arived at between the Management of the Company and the Grievance Committee shall be final and binding upon both partiesto this Agreement.-

(F) In the case of grievance involving adjustments in wage rates the effective date of the wage adjustment shall be the beginning of the nearest payroll period to the date that the Grievance was presented to the Management by the Grievance Committee, except in cases where the settlement of the grievance itself calls for an adjustment in wages as of some previous date. Where the grievance is not settled within two weeks of presentation, the settlement of the grievance shall include an effective date for the adjustment which will be not more than thirty days prior to the date of the presentation of the grievance.

11. RATING.

(A) The rating of the employee in accordance with the classification of this Agreement, shall be done by the Company, and where there is a difference of opinion, in collaboration with the Shop Committee. In the case of a disagreement over any rating, the employee concerned will be given an opportunity to show whether or not he can qualify for the classification which he believes he deserves. The opportunity to qualify for a higher classification shall be relevant to the work normally done in the applicant's department by workers of the desired rating, and shall be supervised by the representative of the Shop Committee and the Superintendent or his delegate. Any employee who has failed in a test shall retain his previous classification.

The above shall not have the effect of over-ruling the definition of a Journeyman, as defined in Section 6(A)

(B) The Company agrees to notify the Shop Committee of the date that changes in rate or classification brought about by the coming into force of this Agreement, shall be in the hands of the employees. No request for re-classification of such employees, as a result of the coming into force of this Agreement, shall be entertained by the Company unless presented to the Management within thirty (30) days of said date.

12. SENIORITY.

(A) Seniority of each employee covered by this Agreement shall be established after a period of probation of three (3) months and shall count from date of employment.

(B) Members of the Shop Committee shall have special favorable consideration as to seniority in the event of lay-off due to lack of work. In any case, lay-off or discharge of a Committee member may be effected only by the Factory Manager.

(C) In cases of lay-off or lack of work, employees shall be selected for retention according to their seniority, competency and productive efficiency, i.e., if competency and productive efficiency are equal, length of continuous service with the employer shall be the deciding factor.

(D) In case of lay-off, the Grievance Committee shall have access to the Company's records showing the length of service of employees.

(E) When anemployde with plant seniority standing is due to be laid off in his department, he shall be given the opportunity to transfer to any other department in which work may be available provided he is qualified to perform this work.

(F) The Company agrees to discuss with the Grievance Committee any case of hardship or alleged injustice arising out of any lay-off made in accordance with 12 (C) hereof.

13. TRANSFERS.

In the event of an employee wishing to transfer from one Department to another, he may file with the Management, through its Personnel Supervisor, in his own time, an application for such transfer. He may also confer with his supervisor, foreman or department head, concerning his desire. If the employee's record merits such a change and there is open a position in the department into which he wishes to transfer, full consideration shall be given said employee before a new employee is hired to fill the vacancy. The Personnel Department shall maintain a file of employees desiring to transfer and shall consult such file when filling vacancies

14. DISCHARGE.

The Company shall notify the Grievance Committee of the reason for the discharge of any employee covered by this agreement at the same time that the employee is notified of his/her discharge.

Such discharge shallbe a discussable grievance as provided in Article "10" hereof and shall be dealt with by the Grievance Committee and the Management within two (2) clear working days of the discharge. In such cases, the employee may be present at the meeting.

15. SHOP COMMITTEE PERSONNEL.

The Shop Committeemen agree to notify the Management of the Company promptly of the names of its Shop Committeemen Committee Chairmen, Stewards and Grievance Committee members as they are elected or appointed by the employees of the Company, and to notify of any changes which take place from time to time.

16. LEAVE OF ABSENCE.

(A) Any employee who becomes a delegate of the Local Lodge (Not exceeding three (3) in number) shall be given leave of absence without pay, for the transaction of Union business.

(B) Any employee elected as a full-time Union official to perform Union duties outside the plant shall be considered as on leave of absence. Upon the expiration of his/her term of office, he/she shall be re-employed at a rate not lower than that which he/she was receiving last prior to his/her leave of absence, and seniority shall accumulate throughout his/her leave of absence.

17. VACATIONS WITH PAY.

(A) ONE-WEEK VACATION.

During the term of this Agreement the Company will grant vacations with pay to all employees thereto entitled pursuant to the provisions of all Laws, Orders-in-Council or Decrees of Governement Bodies, having jurisdiction in such matters and, subjectto compliance therewith, the time for such vacations shall be scheduled at the discretion of the Company.

(B) Two-Week vacation.

1) An employee shall be entitled to two week's vacation with pay after five years' continuous service with the Company such pay to be four per cent (4%) of the wages he has earned during the twelve months commencing May 1, 1949 and ending April 30, 1950. For the purpose of determining the annual vacation with pay to which an employee shall be entitled under the terms of this Agreeement, the length of service of such employee shall be computed as of April 30, 1950.

2) In order to qualify for the above-mentioned two week's vacation with pay an employee must have been in the continuous employ of the Company for five (5) years, always provided that:

a) A time allowance of 60 days' accumulation for the 5 years ending on April 30, 1950 will be granted for absence due to the following conditions.

i) Time allowance for layoff.
ii) Time allowance for sickness
iii) Time allowance for absence for any reason approved by the Company

b) Credit for serving in the armed services will be allowed in accordance with applicable Order-in-Council

c) Trainees' services date from the end of a probationary period, at which time they were engaged to work permanently.

d) Resignation or discharge for cause invalidates all previous, service.-

3) After an employee has qualified for the two weeks' vacation with pay period, he shall continue to remain so qualified unless he is absent from theemploy of the Company for a continuous period of six months or more, in which event all prior service acquired shall be forfeited.

4) In the event five (5) years' service was established as at April 30, 1949, vacation of two weeks will be pro-rated based upon time worked between May 1, 1949 and April 30, 1950, in accordance with Ordinance No. 3 (Annual Vacation with Pay.) under the Minimum Wage Act R.S.Q. 1941 Chapter 164 subject to the provisions of Section (3) of this clause. Vacation pay shall be four per cent (4%) of the employee's wages for the period between May 1, 1949 and April 30, 1950.-

18. NO DISCRIMINATION.

(A) It is expressly understood that employees are entirely at liberty to join the Local Lodge or not, as they see fit.

(B) The Company agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization.

(C) The Local Lodge agree that it will not discriminate against coerce, restrain, or influence any employee because of his membership or non-membership, his activity or lack of activity in any labour organization.

19. DISCIPLINE.

The Local Lodge recognizes the right of the Company to discipline its employees for infractions of Company Rules and Regulations.

Nothing in this Agreement shall prejudice the right of the Company to terminate the employment of any employee for cause Without waiver of the fore-going however, the Company agrees to give consideration to any representations which the Grievance Committee may see fit to make in cases where it considers the Company may have acted with undue severity.

20. NO STRIKES NO LOCKOUTS.

In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Local lodge agrees that, during the life of this Agreement, there shall be no strikes, sit-down, slow-down or stoppage of work, either complete or partial ,and the Company agrees that there shall be no lock-out.

21 ARBITRATION

Should the Company and the Grievance Committee fail to reach agreement upon any matter dealt with by them under Article 10 hereof, the matter shall be referred to Arbitration pursuant to the terms of the Quebec Trade Disputes Act. R.S.Q. 1941 Chapter 167.

22. RENEWAL AND TERMINATION.

This Agreement shall become effective on the first day of October, nineteen hundred and forty-nine and shall remain in full force and effect until the last day of September, nineteen hundred and fifty.

It shall remain binding for a further period of one year unless either party shall give a written noticeto the other party within a delay which shall not be more than sixty (60) days nor less than thirty (30) days prior to the expiration of each period.

23. INSTRUCTIONS FOR THE CHECK-OFF OF UNION DUES.

I hereby authorize and instruct Canadair Limited to deduct from any wages due me on the third pay-day in each month, the sum of _____ dollars _____ and to transmit same to the Financial Secretary of Aircraft Lodge 712 International Association of Machinists in payment of my dues as a member of that lodge.

This authorization shall be and remain irrevocable until 30 days before the anniversary date of the collective agreement presently in effect. During this 30 days period the present authorization may be cancelled by me on written notice to the Company and the Union.

DATED AT MONTREAL THIS 3rd day of November 1949.

For the Union.

M. Giroux.
Gérard Désilets.
Leslie Adamson.

Unreadable

For the Company.

Unreadable
Vice-President.
Canadair Limited.

Unreadable
Comptroller.
Canadair Limited.

Approved by Grand Lodge, International Association of Machinists.
Louis Laberge B.A.
A Villeneuve. Grand Lodge Representative.

Geo. P. Schollie.
Canadian Vice-President.

AGREEMENT

between

CANADAIR LIMITED

and

NATIONAL UNION OF OPERATING ENGINEERS OF

CANADA.-

19/1939

A G R E E M E N T

Between

CANADAIR LIMITED

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

and

NATIONAL UNION OE OPERATING ENGINEERS OF CANADA

(hereinafter called the Union) PARTY OF THE SECOND PART.

1. PURPOSE.

It is the intention of this Agreement to maintain a harmonious relationship between the Company and its steam plant employees, to provide an amicable method of settling any differences which may arise between them and to set forth the conditions of employment to be observed between the Company and the Union.

2. TERM " EMPLOYEES "

The term " employees"as mentioned in this Agreemant refers to the stationary engineers employed as shift engineers, boiler operators, unlicensed firemen and coal passers in the steam power plants of Canadair Limited, Cartierville, Que.

3. RECONGITION.

The Company recognizes that the Union has been duly certified by the Labour Relations Boards of the Province of Quebec as sole bargaining agent for all engineers employed in its steam plants as defined in clause two (2), and the the Union has consequently all the rights inherent to such certification.

4. GRIEVANCE COMMITTEE.

The Union will elect or appoint " one Shop Steward " for each plant and supply

4.- GRIEVANCE COMMITTEE (Cont'd)

the Company with the names of same, whom said Company shall then recognize. The Shop Stewart shall be the person to handle any grievance that may arise out of this Agreement.

5. GRIEVANCE PROCEDURE.

Should any dispute arise between the Company and the Union as to the meaning and application of the provisions of this Agreement or should any local trouble of any kind arise in the plants, there shall be no suspension of work on account of such dispute, but an earnest effort shall be made by both parties hereto to settle immediately and without delay such dispute or trouble, in respect of which the following grievance machinery is set up:

FIRST. The employee concerned may, either alone or accompanied by the Shop Steward, take the matter directly to the head of the department (Chief Engineer).

Second. If a settlement is not reached within a reasonable time, forty-eight (48) hours, the Stewart may take the matter to the Plant Engineer.

Third. If a settlement is not reached with the Plant Engineer within a reasonable time, thirty six (36) hours, the matter may be discussed by the Shop Steward accompanied by a representative of the National Union of Operating Engineers of Canada and the Management of the Company.

All settlement of grievances between the Company and the Committee shall be final and binding upon the Company, the Committee, the employee or employees concerned. In the event of failure to reach a settlement, the matter shall be referred to Arbitration,

5.- GRIEVANCE PROCEDURE (Continued)

pursuant to the Labour Laws governing the matter.

Specific times and meetings shall be agreed upon by the Committee and the Management of the Company for the consideration of any disputes or other matters to be dealt with under the provisions of this section, provided however, that matters pertaining to the discharge of employees or other matters which cannot reasonably be delayed until time of such regular meeting, may be considered at an earlier date.

Matters to be dealt with under the provisions of this section shallnormally be discussed during working hours provided, however, that lengthy negotiations for a settlement of any disputes may be discussed outside of working hours.

During the term of this Agreement the Company agrees that there shall be no lockout and the Union agrees that there shall be no slowdown, strike or other stoppage of work until all provisions of this Agreement have been exhausted.

Any employee who engages in a strike, slowdown or stoppage of work before fully complying with the provisions of this section or other recourses provided by law, shall be subject to disciplinary measure.

6. MANAGEMENT.

The Management of the plants, the direction of the employees, including the right to hire, suspend or discharge for proper causes, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, isvested exclusively in the Company in accordance with the terms of this Agreement.

7. CLASSIFICATION OF PLANTS.

a) For the purpose of this Agreement the plants in question shall be recognized as first class plants including Boilers, Bunkers, Compressors, Fire Pumps, Sewage Pumps, etc., in accordance with the "QUEBEC ENGINEMEN'S ACT." and have a first class engineer in charge who shall not come under the jurisdiction of this Agreement.

7. CLASSIFICATION OF PLANTS (CONTINUED.)

b) Shift Engineers shall be deemed to be the holders of second class certificates

c) Boiler operators shall be deemed to be holders of third class certificates.

d) Unlicensed firemen shall be deemed to be those with 4th class certificates or those without a certificate.

e) Coal passers shall be those engaged in handling ahd shovelling coal.

f) Employees assigned temporarily to perform work in one of the above classifications wherein the rate of pay in higher than their normal rate shall be paid the higher rate for the duration of such assignment.

8. HOURS OF WORK, WORKING CONDITIONS.-

a) For the purpose of this Agreement a standard work week shall be of fifty-six (56) hours, composed of four (4) eight (8) hour shifts and two (2) twelve (12) hour shifts.

b) Overtime shall be paid at the rate of time and one-half for time worked in excess of eight hours per day, until twelve (12) hours on any one shift have been worked.

c) Should an employee be required to work in excess of 12 hours per shift due to lateness or non-reporting of the employee on the relieving shift, then the time worked in excess of 12 hours shall be paid for at the rate of time and one half.

d) Should an employee be required to work in excess of 12 hours per shift due to a requirement of the Company for a reason other than outlined in (c) above, then the time worked in excess of 12 hours per shift shall be paid for at the rate of double time.

e) A lunch period occurring in the middle of each shift shall be allowed each employee and shall be recognized as time worked, but the employee must remain on duty during such lunch period.

f) The starting time of the first shift in the Standard Work Week shall be 12.00 midnight, Sunday.

8.- HOURS OF WORK- WORKING CONDITIONS (Cont'd)

g) Double time pay for legal holidays shall start at 12.00 midnight on the day prior to the day named as the holiday and shall continue for a period of 24 hours.

9. WAGE RATES.

a) Minimum wage rates of pay shall be as follows:

2nd class Shift Engineers	1.08 cents per hour
3rd class Boiler Operators	.98 cents per hour
Unlicensed Firemen	.78 cents per hour
Coal Passers.	.73 cents per hour.

b) Double the regular hourly rate shall be paid for all work done on the following holidays: New Year's Day, Good Friday, May 24th, St. Jean Baptiste (June 24th) Dominion Day, Labour Day, Thanksgiving Day, Christmas Day, or on the seventh day of the employee's work week.

c) A premium of .05 per hour shall be paid for all work performed between the hour of 7.00 p.m. and 7.00 a.m. such premium to be distributed to all employees at a standard rate of .02 per hour.

d) No overtime shall be paid for time worked in excess of 56 hours in the Standard Work Week when such time is worked as a result of shift rotation.

10. ANNUAL VACATION.

Employees will be entitled to one week of vacation with pay in accordance with Province of Quebec Ordinance No.3 as amended.

11. SENIORITY.

a) Insofar as may be practicable, in reduction restoration and advancement, selection of employees shall be made according to their seniority, competency and productive efficiency, i.e., if competency and productive efficiency are equal, length of continuous service with the employer shall be the deciding factor.

11. SENIORITY (Continued)

b) An employee may, at the discretion of the Company, cease to have his seniority rights and his employee's status with the Company may be terminated for all purposes if:

1.- He leaves voluntarily

2.- He is discharged

3.- If an employee overstays an authorized leave of absence for a period of three days without just cause.

12. SAFETY AND HEALTH.

The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment; such devices as the Company requires to be worn and other equipment which in the opinion of the Compa-by is necessary for the safety and protection of the employees shall be provided by the Company.

13. BENEFITS.

All benefits presently enjoyed by the employees in general, as well as all future benefits to employees in general, shall continue to apply to all employees covered by this Agreement.

14. DURATION OF AGREEMENT.

This Agreement is in force for a period of one (1) year from date of its signature and shall remain in force from year to year, unless either party gives notice by writing to the other party within a delay which shall hot be more than sixty (60) days nor less than thirty (30) days prior to the expiration of each period, of its intention to terminate the Agreement or seek amendments to same, and in the latter case the present Agreement shall remain in force until the next Agreement is duly signed.

15. NOTICE.

Any notice required to be sent to the Company shall beeffectively given when mailed to:

CANADAIR LIMITED

P.O. Box 6087.-

MONTREAL, P.Q.-

and any such notice required to be given to the Union shall be effectively given when mailed to:

THE NATIONAL UNION OF OPERATING
ENGINEERS OF CANADA.
Room 10. Manument National
1182 St Lawrence Blvd.
Montreal, P.Q.-

IN WITNESS WHEREOF the parties have signed this Agreement at the City of Montreal under effective date of .....October 2nd....., in the year one thousand nine hundred and forty eight (1948)

FOR THE COMPANY:

CANADAIR LIMITED.

Unreadable signature.

President.

FOR THE UNION

NATIONAL UNION OF OPERATING ENGINEERS.

OF CANADA.

T. Prézeau

P. Dessureault.

305

CANADAIR

LIMITED

19/1791

CANADAIR LIMITED

LABOUR AGREEMENT

BETWEEN

Canadair Limited, a body politic and corporate duly incorporated according to the Laws of the Dominion of Canada and having its head office and principal place of business at the City and District of Montreal, in the Province of Quebec, hereinafter referred to as " the Company".

PARTY OF THE FIRST PART

and

Local Lodge Number 712 of the International Association of Machinists hereinafter referred to as " the Local Lodge".

PARTY OF THE SECOND PART

WITNESSETH

The parties to these presents, and the employees covered by this Agreement, agree mutually as follows :

1.- PURPOSES OF AGREEMENT

The intentions and purposes of the parties to this Agreement are to promote and improve industrial and economic relations between the employees and the Company to provide for orderly collective bargaining and to set forth herein the basic agreement covering the rates of pay, wages, hours of work and conditions of employment to be observed between the parties hereto.

It is recognized by this Agreement to be the duty of the Company and of its employees to cooperate fully, individually and collectively for the advancement of the said intentions and purposes.

Any provision of this Agreement which would or might come into conflict with the present or future provisions of Federal or Provincial laws, Orders-in-Council or Decrees of all Government bodies having jurisdiction in such matters, shall automatically be and become null and void.

2. RECOGNITION

The Company recognizes the Local Lodge for the term and for the purpose of the present Agreement as the sole collective bargaining agency, in accordance with the provisions of the Labour Relations Act of Quebec, for the purpose of bargaining collectively for all Company employees within the scope of this Agreement. The employees so represented by the Local Lodge constitute the

bargaining unit and the provisions of this Agreement shall apply only to the employees in the said bargaining unit.

The term " employees "as used in this Agreement, shall include all employees of the Company engaged in production and maintenance in its St-Laurent plant who are paid by the hour, except foremen, assistant foremen, draughtsmen, clerical employees, stationary enginemen, firemen, guards and watchmen.

3. MANAGEMENT

The Union recognizes that matters of administration and management of the Company, and the direction of the working force, are vested exclusively in the Company. Nothing in this Agreement shall be interpreted as limiting the Company in any way in the exercise of the functions of management. Without limiting the generality of the foregoing, the responsibility for the management, operation, extension and curtailment of business and operations, the authority to direct, transfer, promote, demote, reprimand and discharge employees for proper cause, shall be vested exclusively in the Company, as well as the right to organize and supervise the work to be performed by the employees, to direct them in the course of their work, to maintain discipline, order and efficiency, and to determine the products to be manufacturerd and their design, the methods, processes and means of manufacturing and operating, the kinds and locations of the machines and tools to be used, the determination of production standards, and the kind and quality of materials to be incorporated in the products or productions aforementioned.

4. STANDARD WORKING HOURS

(A) The Standard Working Week shall be one of forty-five (45) hours. The Standard Working Day will be es ablished by the Company. Any changes in the foregoing hours will be discussed by the Company with the Shop Committee prior to effective date.

(B) A Schedule shall be arranged by the Company to allow employees to return tools to the tool crib and for washing time and getting ready to leave, before the end of each shift.

(C) Late starting shall be penalized to the amount of fifteen (15) minutes for lateness in excess of three (3) minutes of each quarter of the hour, i.e. for lateness from four (4) to eighteen (18) minutes the penalty will be fifteen (15) minutes ; from nineteen (19) to thirty-three (33) minutes, one half hour, etc. Late starting up to one half hour shall not be taken into account in the calculation of overtime. Any employee starting more than one half hour late shall be required to work the standard number of hours before his overtime rate becomes effective.

(D) In the event that the entire plant, a division, a department or a departmental function of the plant, is placed on a three shift operating schedule, the first and second shifts shall be of eight (8) hours each, and the third shift shall be of six and one-half ($6\frac{1}{2}$) hours, and there shall be a lunch period of one-half hour allowed on each shift.

(E) An employee who properly reports for work on any shift shall not be sent home, for reasons beyond his control, before the end of the half shift except in cases of emergency shut-down arising out of conditions beyond the Company's control.

5. OVERTIME

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

(B) Overtime shall be paid for at the rate of time and one-half until twelve hours have been worked on any one shift, and at the rate of double time thereafter. After twelve hours or more have been worked on any one shift, an interval of at least eight hours must elapse before an employee may again report for work unless authorization is given by the Superintendent in charge of the Department, or his delegate, to report before such eight hours interval had elapsed. The Superintendent in charge of the Department, or his delegate, will make a record in writing on the regular overtime forms when any such approval is given and such record shall constitute authority to pay double time until an eight hour interval has elapsed as above mentioned.

(C) Any time worked on the following days shall be paid for at the rate of double time : New Year's , Good Friday, Victoria Day, (24th May), St-Jean Baptiste Day, Dominion Day, Labour Day, Thanksgiving Day, Christmas Day and all Sundays.

(D) Any day declared by Statute or Decree to be observed as one of the holidays mentioned in clause 5 (C) because such holiday would fall on a Sunday, shall be paid for at the rate of double time.

(E) A period of twenty-four (24) hours from the regular starting time of the regular day shift on Sundays and holidays as defined in clause 5 (C) and (D) shall be considered as the period during which the double time rate shall apply.

(F) No work will be performed on Sundays except in cases of emergency. The Shop Committee will be notified in such event. Work on Sundays and holidays will not be paid at an overtime rate if the employee takes another day off in the same pay week, except through sickness or by permission, not necessarily obtained in advance.

(G) If it is found necessary, to maintain continuity of production, to place certain departments or processes on a regular 7- day week basis, then workers assigned to such Sunday work shall be assigned one (1) day off per week; they shall then not be paid double time for Sunday work, but if required to work on the assigned day off, shall be paid double time for work on such day.

Three (3) days before any department or process is to be placed on a regular 7- day week basis, the Shop Committee will be informed of the reasons for doing so and shall have the right to make such

representations and suggestions on the matter as it may deem proper, and the change shall not be made effective until mutually agreed upon.

(H) It is understood and agreed by both parties that, in any case, Sunday work will be kept at a minimum. The Shop Committee is to be notified when Sunday work is required.

(I) Overtime shall be distributed as equally as possible within Departments.

6. CLASSIFICATION OF SHOP EMPLOYEES

(A) Journeymen- A journeyman shall be one who is competent to work directly from drawings and carry out any operation in his trade without direction from others, in the following skilled trades:

Tool and Die Makers (Bench or Machine)
Jig Makers
Pattern Makers
Machinists
Electricians
Pipe and Tube Benders
Fitters : Bench, Hydraulic and Assembly
Joiners
Sheet Metal Workers
Electric Welders
Aluminum Welders
Dopers, Finishers, Sprayers,
Gas Welders-on materials other than aluminum
Painters
Moulders
Cable Splicers
Drop Hammer Operators
Upholsterers
Instrument Repairman
Sign Writers
Aircraft Mechanic

The Sheet Metal Worker classification shall include workers skilled and capable of forming sheet metal by employing any one of the following methods:

Wheeling, stretch,-pressing, spinning and hand-bumping.

All those doing work comparable to that of Tool Makers using materials other than metals, shall be classified as Pattern Makers.

(B) Set-Up-Men.- Shall be those regularly engaged in setting up machines to be operated by other and shall be rated as a Lead Hand.

(C) Production- Workers. Class "A". Class "A" Production Workers are those engaged under supervision, in repetitive machine, assembly, bench or finishing work, after instruction therein, and able to

read detailed drawings where necessary- These shall include :

Hand Gun Riveters with at least three (3) months' experience as Class "B" Production Workers on riveting.

Sandblasters
Dopers
Heat Treat Operators
Platers
Sprayers

A Production Worker required to be a " fitter-rivetter " shall be classified as a Production Worker Class "A".

(D) Production Workers, Class "B" - Class "B" production Workers are those engaged in repetitive machine, assembly or bench or finishing work, which requires less training, experience or skill than the work done by Class "A" Production Workers.

(E) Beginners- A beginner shall be an employee who has no previous workshop experience in the kind of work on which he is engaged. An employee hired as a beginner shall be so classified for a period of six (6) months from the date of his employment, and at the end of that time shall either be classified as a Production Worker , Class "B" or discharged. The Company may, at its discretion, promote or discharge a Beginner, at any time prior to the expiration of the said period of six (6) months.

(F) Labourers, Sweepers and Material Truckers- Those men commonly understood as such andperforming no manufacturing or clerical operations nor the operation of any other trade listed in this Agreement. Men employed in pushing trucks of material supply will be included in this classification.

(G) Strippers, Cleaners and Polishers- Shall be those regularly engaged in preparing the airplane and its components by the following operations : Paint stripping, cleaning, sweeping and polishing.

(H) Storesmen and Stock Chasers - Storemmen Class "A" are those engaged under supervision and with sufficient knowledge of their section of the Stores to operate alone or to instruct others in the work.

Storesmen Class "B" are those who have less training, experience or skill than is necessary for the work done by Class "A" storesmen.

Storesmen- Beginners shall be classified under and subjectto, the same regulations as Beginners on Production.

Stockchasers shall be classified under the categories of "A" and "B" and "Beginner " in a manner similar to Storesmen.

The classification of Storesmen also includes personnel employed in Tool Cribs as indicated in clause 6 (1).

61. TOOL CRIB ATTENDANTS

Tool Crib Attendants Class "A" are those engaged under supervision and with sufficient knowledge of the work required to work alone or instruct others in the work.

Tool Crib Attendants, Class "B" are those have less training and experience than Class "A" Attendants and who operate Tool Cribs alone or with one worker under ,their supervision.

Beginners shall be classified under and subject to , the regulations as beginners on production and shall be responsible to the tool crib attendant.

There shall be a minimum of one Class "A" Attendant employed in Tool Crib No. 1 on each shift.

Tool Crib Attendants employed in Tool Cribs other than Tool Crib No. 1 shall be classified as Storesmen in accordance with clause 6, (H).

(J) Control Booth Clerks (in those plants where this position exists) Timekeepers, Production Clerks and Floor Clerks.

Control Booth Clerk shall be one who is in charge of a control booth. This classification shall be divided into categories "A" and "B" depending upon the experience and responsibility involved.

Timekeepers, Production Clerks and Floor Clerks shall be graded under categories "A" "B" and "Beginner ". The Beginner category shall be subject to the same regulations as Beginners on Production.

Expediters shall be graded under Categories "A" "B" and "Beginner " The Beginner category shall be subject to the same regulations as Beginners on Production.

(K) Miscellaneous Light Labour- This classification shall include the following personnel, provided they are employed wholly on the jobs indicated :

Messenger Boys
Rivet Sorters
Removing Burrs on Light Materials
Rivet Boys
Part Stamping
Banding Pipelines with Identification Tapes
Banding Cable and Wire Assemblies with Identification Tapes
Parcelling or Wrapping for Paint Shop
Cerro-Bend Tube Fillers.

(L) Inspectors- Class "A" Inspectors shall be those having previous experience in aircraft and competent to carry out and approve any inspection operations on any part of the aircraft concerned, except for the signing over of the aircraft after manufacture or complete overhauling and those making complete inspection of major jigs and major templates.

Class "B" Inspectors shall be those who, while in the employ of the Company, have been authorizedto sign out by chit, or approve by stamping the whole of any major component or major structural assembly which requires such approval, and shall include inspectors working on intricate precesion parts requiring the use of precision instruments, and those inspecting jigs and templates ; also heat treatment inspector in -charge and receiving inspector -in-charge

Class "C" Inspectors shall be those inspecting minor assemblies, minor jugs, minor templates and bending blocks ; also shipping, inspector-in-charge and testing machine operators.

Class "D" Inspectors shall be those competent to examine unassembled parts from the blue-prints without direction from a superior, and protective processing.

Beginner Inspector shall be an employee who has no previous workshop experience in the kind of work on which he is engaged. An employee hired as a Beginner Inspector shall be so classified for a period of six (6) months from the date of his employment and at the end of that time shall be either classified as a Class "D" Inspector or discharged. The Company may at its discretion promote or discharge a Beginner Inspector at any time prior to the expiration of the said six (6) months.

NOTE : Any Inspector, Class A, B, C, or D, may be required to supervise or instruct a Beginner Inspector without being classed as a Leading Hand.

(M) Trade Apprentices : Apprentices (Between the ages of 16 and 19 years) may be employed in the proportion of one apprentice to five (5) journeymen, in any department where Journeymen are employed, They shall be apprenticed to the following trades only :

Electricians- Radio Instrument
Fitters
Machinists
Aircraft Mechanics
Pattern Makers
Sheet Metal Workers
Tool Makers

Apprenticeship shall be for a period of Eleven Thousand and One Hundred hours (11.100).

(N) Maintenance Workers- This classificatio shall include :

Craters or those doing comparable work
Oilers
Millwrights
Steamfitters and Plumbers
Electricians
Carpenters
Pneumatic Tool Repair Men
Painters
Motor Mechanics

(O) Maintenance Trade Apprentices- Apprentices (between the ages of 16 and 19 years) may be employed in the proportion of one apprentice to five (5) Journeymen, in any department where Journeymen are employed. They shall be apprenticed to the following trades only :

Electrician
Steamfitter and Plumber

Apprenticeship shall be for a period of Eleven Thousand and One Hundred Hours (11,100).

7. WAGES

Minimum Rates of Pay :		Rate per Hour
(1)	Journeymen :	
	Tool and Die Makers (Bench or Machine)	$1.15
	Jig Maker	1.15
	Pattern Maker	1.15
	Machinists	1.04
	Electricians	1.04
	Pipe and Tube Benders	1.04
	Fitters- Bench, Hydraulic & Assembly	1.04
	Joiners	1.04
	Sheet Metal Workers	1.04
	Electric Welders	1.04
	Aluminum Welders	1.04
	Dopers, Finishers, Sprayers	1.04
	Gas Welders- on materials other than aluminum	1.04
	Painters	1.04
	Moulders	1.04
	Cable Splicers	1.04
	Drop Hammer Operators	1.04
	Upholsterers	1.04
	Instrument Repairmen	1.04
	Sign Writers	1.04
	Aircraft Mechanic	1.04
(2)	Production Workers Class "A"	.88
(3)	Production Workers Class "B"	.73
(4)	Beginners	.66
(5)	Labourers, Sweepers and Material Truckers	.66

WAGES CONTINUED :

		Rate per Hour
(6)	Strippers, Cleaners and Polishers	.73
(7)	Storesmen and Stock Chasers :	
	Class "A"	.88
	Class "B"	.73
	Beginner	.66
(8)	Tool Crib Attendant (Tool Crib No.1)	
	Class "A"	.93
	Class "B"	.78
	Beginner	.66
(9)	Control Booth Clerks :	
	Class "A"	.93
	Class "B"	.88
	Timekeepers, Production Clerks and Floor Clerks:	
	Class "A"	.79
	Class "B"	.73
	Beginner	.66
	Expediters :	
	Class "A"	.88
	Class "B"	.79
	Beginner	.66
(10)	Miscellaneous Light Labour	.60
(11)	Inspectors :	
	Class "A"	1.04
	Class "B"	.93
	Class "C"	.82
	Class "D"	.73
	Beginner Inspectors	.66
(12)	Apprentices :	
	1st 1,850hours	.49
	2nd 1,850hours	.60
	3rd 1,850hours	.71
	4th,1,850hours	.82
	5th 1,850hours	.93
	6th 1,850hours	1.04
(13)	Maintenance	
	Craters or those doing comparable work	.88
	Millwrights (Journeymen)	1.04
	Steam Fitters and Plumbers(Journeymen)	1.10
	Electricians (Journeymen)	1.10

WAGES CONTINUED :

	Rate per Hour
Oilers	.71
Carpenters (Journeymen)	1.04
Pneumatic Tool Repair Men	.88
Painters (Journeymen)	1.04
Motor Mechanics (Journeymen)	1.04

(14)

Maintenance Apprentices (Steamfitters, Plumbers, Electricians?

(sgd) J.A.M. 1st	1,850 hours	.49
2nd	1,850 hours	.60
3rd	1,850 hours	.71
4th	1,850 hours	.82
5th	1,850 hours	.93
6th	1,850 hours	1.04

All other workers in Maintenance , not otherwise classifed, shall be graded and rated in the same manner as Production workers.

(B) The Company may, at its discretion, pay any employee at a rate higher than his classification calls for.

(C) All employees working on shifts other than the regular day shift, shall be entitled to a rate of five cents (5 cents) higher than their regular day shift rate. In the event that the plant goes on a 3-shift operating schedule, it is agreed that all shifts shall be paid for the same number of hours per shift.

(D) A Leading Hand, meaning any employee in charge of a group of four or more other employees, and responsible for their work shall be paid at a rate of five cents (5¢) per hour higher than his / her classification calls for, or than the rate of the highest-paid employee under him / her, whichever is higher. An employee when appointed to a lead hand position shall automatically be granted a five cents (5¢) increase over his previous rate, Names of those promoted to lead-hand shall be turned over to the Committee.

(E) The application of the terms of this Agreement shall not have the effect of reducing any employee's rate in force at the time of its execution.

8. NAMES

Names of Foremen, Shift Foremen, Assistant Foremen, and Leading Hands will be made available to the Shop Committee.

9. DEDUCTIONS

Deductions from wages, except those required by law, shall be made only on written authority of the employee.

10. DETERMINATION OF DISPUTES :

(A) The Shop Committee shall be made up of all Shop Committeemen of all departments in the Plant. The Plant shall be divided into sections and the Committeemen in each section shall elect a Shop Steward. The Shop Committee shall elect Plant Chairman as required for each shift. The Plant Chairman shall have the privilege to appoint temporarily a committeeman or a steward until an election can be held. ~~The Committeemen and Stewards until an election can be held.~~ The Committeemen and Stewards shall elect a sub-committee to be known as the Grievance Committee. All Committeemen, Stewards, Chairmen and members of the Grievance Committee shall be employeed of the Company.

The ratio of the total number of employees of the Company who are Union Officers, Committeemen, Stewards , Plant Chairmen and Grievance Committeemen, to the total of employees covered by this agreement shall not exceed one (1) to forty-five (45).

(B) Any question which an employee wishes to take up with the Company shall first be taken up directly by the employee, or at his option, through either the Committeeman or the Steward, with the Foreman concerned, and the Foreman shall render his decision within two (2) clear working days. Failing a satisfactory settlement the matter shall be deemed to be a grievance. Any employee having a grievance shall present the grievance in writing to his / her Committeeman. The Committeeman may then refer the grievance directly to the Grievance Committee or to his Steward, who in turn shall refer the grievance to the Grievance Committee. An employee may present his/ her grievance to the Committeeman, during working hours, but, where a lengthy discussion is necessary, this shall be conducted outside working hours.

(C) Any disputes arising out of this Agreement, shall be dealt with by the Management of the Company and the Grievance Committee. In any specific case of a grievance on which the Management and the Committee are unable to arrive at agreement, and if either party then decides to resort to Arbitration, as provided in Article 21 hereof the Grievance Committee shall then have the right to call in the Business Agent of the Lodge, for further discussion of the grievance with the Management before Arbitration is finally resorted to.

(D) Grievances will only be recognized as official when initialled and dated by the Personnel Manager or the Assistant Personnel Manager, or their designated representative.

Grievance may be discussed with the Management by the Grievance Committee during working hours.

(E) All decisions on settlement of Grievances arrived at between the Management of the Company and the Grievance Committee shall be final and binding upon both parties to this Agreement.

(F) In the case of grievance involving adjustments in wage rates, the effective date of the wage adjustment shall be the beginning of the nearest payroll period to the date that the grievance was presented to the Management by the Grievance Committee, except in cases where the settlement of the grievance itself calls for an adjustment in wages as of some previous date. Where the grievance is not settled within two weeks of presentation, the settlement of the grievance shall include an effective date for the adjustment which will be not more than thirty days prior to the date of the presentation of the grievance.

11. RATING :

(A) The rating of the employee in accordance with the classification of this agreement, shall be done by the Company, and where there is a difference of opinion, in collaboration with the Shop Committee. In the case of a disagreement over any rating, the employee concerned will be given an opportunity to show whether or not he can qualify for the classification which he believes he deserves. The opportunity to qualify for a higher classification shall be relevant to the work normally done in the applican's department by workers of the desired rating, and shall be supervised by the representatives of the Shop Committee and the foreman. Any employee who has failed in a test shall retain his previous classification.

The above shall not have the effect of overruling the definition of a Journeyman as defined in Section 4 (B).

(B) The Company agrees to notify the Shop Committee of the date that changes in rate or classification brought about by the coming into force of this Agreement, shall be in the hands of the employees. No request for re-classification of such employees, as a result of the coming into force of this agreement, shall be entertained by the Company unless presented to the Management within thirty (30) days of said date.

12. SENIORITY

(A) Seniority of each employee covered by this Agreement shall be established after a period of probation of three (3) months and shall count from date of employment.

(B) Members of the Shop Committee shall have special favorable consideration as to seniority in the event of lay-off due to lack of work. In any case, lay-off or discharge of a Committee member may be effected only by the Factory Manager.

(C) In cases of lay-off or lack of work, employees shall be selected for retention according to their seniority, competency and productive efficiency, i.e. if competency and productive efficiency are equal, length of continuous service with the employer shall be the deciding factor.

(D) In case of lay-off, the Grievance Committee shall have access to the Company 's records showing the length of service of employees.

(E) When an employee with plant seniority standing is due to be laid off in his department, he shall be given the opportunity to transfer to any other department in which work may be available, provided he is qualified to perform this work.

(F) The Company agrees to discuss with the Grievance Committee any case of hardship or alleged injustice arising out of any lay-off made in accordance with 12 (C) hereof.

13. TRANSFERS

In the event of an employee wishing to transfer from one Department to another, he may file with the Management, through its Personnel Supervisor, in his own time, an application for such transfer. He may also confer with his supervisor, foreman or department head, concerning his desire. If the employee's record merits such a change and there is open a position in the department into which he wishes to transfer, full consideration shall be given said employee before a new employee is hired to fill the vacancy. The Personnel Department shall maintain a file of employees desiring to transfer, and shall consult such file when filling vacancies.

14. DISCHARGE

The Company shall notify the grievance committee of the reason for the discharge of any employee covered by this agreement at the same time that the employee is notified of his / her discharge.

Such discharge shall be a discussable grievance as provided in Article "10" hereof and shall be dealt with by the grievance committee and the management within two (2) clear working days of the discharge. In such cases, the employee may be present at the meeting.

15. SHOP COMMITTEE PERSONNEL

The Shop Committeeman agrees to notify the Management of the Company promptly of the names of its Shop Committeemen, Committee Chairmen, Stewards and Grievance Committee members as they are elected or appointed by the employees of the Company, and to notify of any changes which take place from time to time.

16. LEAVE OF ABSENCE

(A) Any employee who becomes a delegate of the Local Lodge (not exceeding three (3) in number, shall be given leave of absence without pay, for the transaction of Union business.

(B) Any employee elected as a full-time union official to perform union duties outside the plant shall be considered as on leave of absence. Upon the expiration of his /her term of office, he/ she shall be re-employed at a rate not lower than that which he / she was receiving last prior to his/her leave of absence, and seniority shall accumulate throughout his/ her leave of absence.

ø For the purpose of determining the annual vacation with pay to which an employee shall be entitled under the terms of this Agreement, the length of continuous service of such employee shall be computed as of May 1st, 1948.

(sgd) J.A.M.
A.G.
L.C.
L.A.
G.V.
A.V.

17. VACATIONS WITH PAY

During the term of this Agreement the Company will grant vacations with pay to all employees thereto entitled pursuant to the provisions of all Laws, Orders-in-Council or Decrees of Government Bodies, having jurisdiction in such matters and subject to compliance therewith, the time for such vacations shall be scheduled at the discretion of the Company.

An employee shall be entitled to two weeks vacation with pay after five years continuous service with the company, such pay to be four per cent of the wages he has earned during the preceding twelve months.

18. NO DISCRIMINATION

(A) It is expressly understood that employees are entirely at liberty to join the Local Lodge or not, as they see fit.

(B) The Company agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization, or by reason of any activity or lack of activity in any labor organization.

(C) The Local Lodge agrees that it will not discriminate against, coerce, restrain or influence any employee because of his membership or nonmembership, his activity or his lack of activity in any labour organization.

19. DISCIPLINE

The Local Lodge recognizes the right of the Company to discipline its employees for infractions of Company Rules and Regulations.

Nothing in this Agreement shall prejudice the right of the Company to terminate the employment of any employee for cause. Without waiver of the fore-going however, the Company agrees to give consideration to any representations which the Grievance Committee may see fit to make in cases where it considers the Company may have acted with undue severity.

20. NO STRIKES, NO LOCKOUTS

In view of the orderly procedure established by this Agrement for the settling of disputes and the handling of grievances, the local Lodge agrees that, during the life of this Agreement, there shall be no strikes, sit-down, slow-down or stoppage of work, either complete or partial, and the Company agrees that there shall be no lock-out.

21. ARBITRATION

Should the Company and the Grievance Committee fail to reach agreement upon any matter dealt with by them under Article 10 hereof, the matter shall be referred to Arbitration pursuant to the terms of the Quebec Trade Disputes Act, R.S.1941, chapter 167.

22. RENEWAL AND TERMINATION

This Agreement shall become effective on the first day of June, Nineteen hundred and forty-eight and shall remain in full force and effect until the last day of May, Nineteen hundred and forty-nine it shall remain binding for a further period of one year , unless either party shall give a written notice to the other party within a delay which shall not be more than sixty (60) days nor less than thirty (30) days prior to the expiration of each period.

23. INSTRUCTIONS FOR THE CHECK-OFF OF UNION DUES :

I hereby authorize and instruct Canadair Limited to deduct from any wages due me on the third pay-day in each month, the sum of_____dollars (_____) and to transmit same to the Financial Secretary of Aircraft Lodge 712, International Association of Machinists, in payment of my dues as a member of that Lodge.

This authorization shall be and remain irrevocable until 30 days before the anniversary date of the collective agreement presently , in effect. During this 30 days period the present authorisation may be cancelled by me on written notice to the Company and the Union.

DATED AT MONTREAL, THIS 27th DAY OF MAY, 1948.

For the Company

(sgd) H.O .West
President, Canadair Limited

For the Union

(Sgd) J.A.Minard
" L.Laberge

" Leslie Adamson

" Gérard Villeneuve

Approved by Grand Lodge, International Association of Machinists.

(sgd) Louis Gagnon, Org.
A.Villeneuve, C.L.R.
Grand Lodge, Representative

Canadian Vice-President

Certified true copy
McGee, O'Donnell & Byers
Attorneys for CANADAIR Limited

116.47
Y-A-305

A G R E E M E N T

Between

CANADAIR 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.

1 - PURPOSE:

It is the intention of this Agreement to maintain a harmonious relationship between the Company and its steam plant employees, to provide an amicable method of settling any differences which may arise between them and to set forth the conditions of employment to be observed between the Company and the Union.

2 - TERM "EMPLOYEES":

The term "employees" as mentioned in this Agreement refers to the stationary enginemen employed as shift engineers, boiler operators and trimmers in the steam power plants of Canadair Limited, Cartierville, Que.

3 - RECOGNITION:

The Company recognizes that the Union has been duly certified by the Labour Relations Boards of the Province of Quebec as sole bargaining agent for all engineers employed in its steam plants as defined in clause two (2), and that the Union has consequently all the rights inherent to such certification.

4 - GRIEVANCE COMMITTEE:

The Union will elect or appoint "One Shop Steward" and supply the Company with the ame of same, whom said Company shall then recognize.

NO-1485

4. GRIEVANCE COMMITTEE: (Continued)

The Shop Steward shall be the person to handle any grievance that may arise out of this Agreement.

5. GRIEVANCE PROCEDURE:

Should any dispute arise between the Company and the Union as to the meaning and application of the provisions of this Agreement or should any local trouble of any kind arise in the plants, there shall be no suspension of work on account of such dispute, but an earnest effort shall be made by both parties hereto to settle immediately and without delay such dispute or trouble, in respect of which the following grievance machinery is set up:

FIRST: The employee concerned may, either alone or accompanied by the Shop Steward, take the matter directly to the head of the department (Chief Engineer)

SECOND: If a settlement is not reached within a reasonable time, forty-eight (48) hours, the Steward may take the matter to the Plant Engineer.

THIRD: If a settlement is not reached with the Plant Engineer within a reasonable time, thirty-six (36) hours, the matter may be discussed by the Shop Steward accompanied by a representative of the National Union of Operating Engineers of Canada and the Management of the Company.

All settlement of grievances between the Company and the Committee shall be final and binding upon the Company, the Committee, the employee or employees concerned. In the event of failure to reach a settlement , the matter shall be referred to Arbitration

5. GRIEVANCE PROCEDURE: (Continued)

pursuant to the Labour Laws governing the matter.

Specific times and meetings shall be agreed upon by the Committee and the Management of the Company for the consideration of any disputes or other matters to be dealt with under the provisions of this section, provided however, that matters pertaining to the discharge of employees or other matters which cannot reasonably be delayed until time of such regular meeting, may be considered at an earlier date.

Matters to be dealt with under the provisions of this section shall normally be discussed during working hours provided, however, that lengthy negotiations for a settlement of any disputes may be discussed outside of working hours.

During the term of this Agreement the Company agrees that there shall be no lockout and the Union agress that there shall be no slowdown, strike or other stoppage of work until all provisions of this Agreement have been exhausted.

Any employee who engages in a strike, slowdown or stoppage of work before fully complying with the provisions of this section or other recourses provided by law, shall be subject to disciplinary measures.

6. MANAGEMENT:

The Management of the plants, the diredtion of the employees, including the right to hire, suspend or discharge for proper causes, and the right to relieve employees from duty because of lack of work , or for other legitimate reasons, is vested exclusively in the Company in accordance with the terms of this Agreement.

7. CLASSIFICATION OF PLANTS:

a) For the purpose of this Agreement the plants in question shall be recognized as first class plants including Boilers, Bunkers, Compressors, Fire Pumps, Sewage Pumps, tc., in accordance with the "QUEBEC ENGINEMEN'S ACT", and have a first class engineer n charge who shall not come under the jurisdiction of this Agreement.

7 - CLASSIFICATION OF PLANTS - (Continued)

b) Shift Engineers shall be deemed to be the holders of second class certificates.

c) Boiler operators shall be deemed to be the holders of third class certificates.

d) Trimmers to be considered and classed as unlicensed firemen.

8 - HOURS OF WORK WORKING CONDITIONS:

a) For the purpose of this agreement a standard work week shall be of fifty-six (56) hours, composed of four (4) eight (8) hour shifts and two (2) twelve (12) hour shifts.

b) Overtime shall be paid at the rate of time and one-half for time worked in excess of eight hours per day, until twelve (12) hours on any one shift has been worked.

c) A lunch period occurring in the middle of each shift shall be allowed each employee, and shall be recognized as time worked , but the employee must remain on duty during such lunch period.

9 - WAGE RATES:

a) Minimum wage rates of pay shall be as follows:

2nd class Shift Engineers	$0.99 cents per hour
3rd class Boiler Operators	.92 cents per hour
Unlicensed Firemen	.72 cents per hour
Coal Passers	.66 cents per hour

b) Double the regular hourly rate shall be paid for all work done on the following holidays - New Year's Day, Good Friday, May 24th, St.Jean Baptiste (June 24th), Dominion Day, Labour Day, Thanksgiving Day, Christmas Day, or on the seventh day of the employee's work week.

c) A premium of .05 per hour shall be paid for all work performed between the hours of 7.00 p.m. and 7.00 A.M. ,such premium to be distributed as agreed between the parties hereto.

10. ANNUAL VACATION:

Employees will be entitled to one week of vacation with pay in accordance with Province of Quebec Ordinance No, 3 as amended.

11. SENIORITY:

a) Insofar as may be practicable, in reduction, restoration and advancement, selection of employees shall be made according to their seniority, competency and productive efficiency, i,e,, if competency and productive efficiency are equal, length of continuous service with the employer shall be the deciding factor,

b) An employee may, at the discretion of the Company, cease to have his seniority rights, and his employee's status with the Company may be terminated for all purposes if:-

1. He leaves voluntarily,
2. He is discharged,
3. If an employee overstays an authorized leave of absence for a period of three days without just cause.

12. SAFETY AND HEALTH:

The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment, 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. BENEFITS:

All benefits presently enjoyed by the employees in general , as well as all future benefits to employees in general, shall continue to apply to all employees covered by this Agreement.

14. DURATION OF AGREEMENT:

This Agreement is in force for a period of one (1) year from date of its signature and shall remain in force from year to year, unless either party gives notice by writing to the other party within a delay which shall not be more than sixty (60) days nor less

14. DURATION OF AGREEMENT: (Continued)

Than thirty (30) days prior to the expiration of each period, of its intention to terminate the Agreement or seek amendments to same, and in the latter case the present Agreement shall remain in force until the next Agreement is duly signed.

15. NOTICE:

Any notice required to be sent to the Company shall be effectively given when mailed to:-

CANADAIR LIMITED

P.O. BOX 6087

MONTREAL, P.Q.

and any such notice required to be given to the Union shall be effectively given when mailed to:-

THE NATIONAL UNION OF OPERATING
ENGINEERS OF CANADA,

ROOM 10, MONUMENT NATIONAL,

1182 ST.LAWRENCE BLVD.,

MONTREAL, P.Q.

IN WITNESS WHEREOF the parties have signed this Agreement at the City of Montreal under effective date of ..... October 2nd ..... in the year one thousand nine hundred and forty-seven. (1947).

FOR THE COMPANY:	FOR THE UNION:
CANADAIR LIMITED	NATIONAL UNION OF OPERATING ENGINEERS OF CANADA.
Ecriture illisible President	T. Prezeau