

GH-714 DOM. TEXTILE - MFG. CO. -
(Steam Power Plant)

1940-47

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714

COLLECTIVE LABOUR AGREEMENT

BY AND BETWEEN:

DOMINION TEXTILE COMPANY LIMITED, a body corporate having its Head Office in the City of Montreal, P.Q., with respect to its Magog Steam Power Plant at Magog, P.Q., hereinafter called:

"THE COMPANY"

PARTY OF THE FIRST PART

AND

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA, Local No. 88, at Magog, P.Q. hereinafter called:

"THE UNION"

PARTY OF THE SECOND PART

WITNESSETH: That the parties, in consideration of the mutual covenants and undertaking hereinafter contained, have agreed as follows:

ARTICLE 1 : GENERAL PURPOSE .

The general purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees by setting forth in writing a basic understanding between the parties hereto.

ARTICLE 2 : TERM "EMPLOYEE".

The terms "employee" or "Employees" as used in this Agreement mean Shift Enginemen, Steam Turbine Operators, Senior Boiler Bperators, Junior Boiler Operators, Boiler Room Helpers and Coal Trimmers employed in the Magog Steam Power Plant only.

ARTICLE 3 : RECOGNITION.

a) The Union, having been duly certified under the Quebec Labour Relations Act, is recognized by the Company as the sole collective bargaining agent for the employees defined in Article 2 above, in matters pertaining to rates of pay, hours of work and other conditions of employment as set forth herein.

b) No person shall be coerced, restrained or discriminated against on account of membership or non membership in any lawful labour organization.

ARTICLE 4 : MANAGEMENT RIGHTS

The Union recognizes that it is the exclusive right and function of the Company to operate its plant and business and direct the working forces thereof in every respect as it sees fit, except that as regards any matter specifically covered by a clause in this Agreement, such right and function must be exercised in a manner consistant with such clause.

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ARTICLE 5 : GRIEVANCE PROCEDURE

- a) The Union shall designate from amongst the employees two (2) to be known as Shop Stewards.
- b) There shall be a Shop Committee consisting of the two (2) Shop Stewards, and their names shall be forwarded in writing by the Union to the Company.
- c) The mill Superintendent and his assistants and the Shop Committee shall meet at least once a month and may meet more often by mutual agreement. A representative of the National Union of Operating Engineers of Canada may be present at such meetings.
- d) When an employee has a grievance and wishes to have it examined, he may take the following steps, at any of which he may have the assistance, in presenting his grievance, of a Shop Steward:-

Step 1- Take it up with the Superintendent's Appointed Representative, Failing satisfactory settlement, then:

Step 2- Submit it in writing to the mill Superintendent. The mill Superintendent's decision must be in writing. Failing satisfactory settlement, then:

Step 3 - Submit it in writing for consideration at the next meeting between the mill Superintendent and his assistants and the Shop Committee.

a) Failing a mutually satisfactory settlement by the mill Superintendent and the Shop Committee under Step 3 above of any grievance concerning the interpretation or violation of this contract, such grievance may be taken to arbitration by the Union or the Company under the procedure provided in Article 5 (f).

f) (i) When either party requests that a grievance be submitted to Arbitration as provided for in Article 5 (e), it shall make request in writing addressed to the other party and at the same time nominate its Arbitrators. The two Arbitrators nominated shall meet as soon as possible and attempt to agree on a third Arbitrator who shall be the Chairman of the Arbitration Board. If they cannot so agree they will notify the Minister of Labour for Quebec and the Chairman shall then be chosen by the Minister of Labour. The Chairman shall be chosen, however, with regard to his impartiality, his qualifications in interpreting Collective Labour Agreements and his familiarity with matters similar to the particular question up for Arbitration.

(ii) The Arbitration Board shall render its decision in writing. Its majority decision shall be final and binding upon the parties hereto and all the employees concerned. It shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement, and each of the parties hereto shall bear the expense of the Arbitrator appointed by it, and the parties shall share equally the expenses of the Chairman.

ARTICLE 6 : SUSPENSION AND DISCHARGE.

A claim by an employee that he has been suspended or discharged^x of the grievance is lodged by the Union with the mill Superintendent within two (2) full working days after the employee ceases to work for the Company. Step No. I

x1 unjustly shall be treated as a grievance if the statement.

of the Grievance Procedure shall be omitted in such case, and it may eventually be taken for settlement under Article 5 (f).

ARTICLE 7 : NO STRIKES OR LOCK-OUTS

a) Neither the Union nor any employee shall aid or take part in any strike, slow-down of production, stoppage of work or picketing.

b) The Company shall not engage in any lock-out nor slow-down or stoppage of work constituting a lock-out.

ARTICLE 8 : HOURS OF WORK AND OVERTIME.

a) The standard work day shall be eight hours. An employee shall receive for each authorized hour he works in excess of eight hours per day a premium of fifty (50) per cent of his regular hourly rate, provided he has not been absent from work without due cause on the other days on which he is scheduled to work during the week.

b) Each employee shall be entitled to one day of rest (non paid) per week. If an employee is called in to work on his scheduled day of rest he shall receive a premium of fifty (50) per cent of his regular hourly rate for each hour which he works on such scheduled day of rest, provided he has worked the other six days of the said week.

c) Any employee working on a shift which commences at 11p.m. and finishes at 7 a.m. shall be entitled to receive a night premium of fifteen (15) per cent of his regular hourly rate for each hour he works between 11p.m. and 7 a.m.

ARTICLE 9 : STATUTORY HOLIDAYS.

a) The following non paid holidays will be observed:

Epiphany,
Good Friday,
Ascension Day,
St. John the Baptist Day,
Dominion Day,
Labour Day,
All Saints' Day
Immaculate Conception Day.

Any employee who works on any of the above-mentioned holidays will receive a premium of one hundred (100) per cent of his regular hourly rate for each hour so worked.

b) Christmas Day and New Year's Day are to be observed as paid holidays, and each employee will receive eight hours' at his regular hourly rate as holiday pay for the observance of each of these days provided he works his complete shift on his scheduled working days previous to and following the holiday.

Any employee who works on Christmas Day or New Year's Day will receive his above holidays pay and will also be paid at his regular hourly rate for each hour he works on such Day.

c) It is recognized, of course, that employees may be required by the Company to work on any of the holidays mentioned above.

ARTICLE 10 : CALL PAY.

Any employee who is called in and reports for emergency work outside of and not continuous with his regular scheduled hours will be given a minimum of four (4) hours work or if four (4) hours work is not given he shall nevertheless receive four (4) hours pay at his regular hourly rate of pay.

ARTICLE 11 : WAGES.

The rates of pay set forth in Schedule "A" annexed to this contract shall be in force during the present Agreement.

ARTICLE 12 : TRANSFERS.

a) An employee required temporarily to fill another job paying a higher rate of pay shall receive the higher rate of pay after four(4) or more hours on the job, but if required temporarily to fill a job paying a lower rate of pay, his regular rate of pay shall not be changed.

b) When an employee is transferred permanently to another job he shall be paid at the rate of the new job.

c) When an employee is assigned any other job he shall, if possible, be told whether it is a temporary assignment or whether it is permanent.

ARTICLE 13 : SAFETY AND HEALTH.

The Company will continue to make provisions for the safety and health of its employees during the hours of their employment. Such devices as the Company requires to be used 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.

ARTICLE 14 : NOTICE:

Any notice required to be sent to the Union hereunder shall be effectively given when posted to :

National Union of Operating Engineers of Canada,
Local No. 8,
Magog, Quebec, P.Q. Box 731,

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

Dominion Textile Company Limited,
Magog, Quebec.

ARTICLE 15 : SENIORITY

In questions involving lay-offs, re-hirings, promotions and demotions, the Company will give consideration to skill, competence, ability and assiduity. Should it find these factors equal as between individual employees, seniority will be the guiding factor.

ARTICLE 16 : VACATIONS.

a) One week's vacation will be granted to each employee in the Company's employ as at June 30th, 1949. The Company may at its option grant a second week's vacation to any or all of said employees.

All vacation period will be taken by individual employees at such times as may be specified by the Company. However, as far as it finds practicable, the Company will attempt to give consideration to employees having most seniority.

b) The total amount of vacation pay due each employee, irrespective of whether one week or two weeks' vacation is granted to such employee, shall be based on his length of continuous service with the Company and shall be computed in accordance with the "Computation of Vacation Pay Table" set out below:

COMPUTATION OF VACATION PAY TABLE

<u>Length of Employee's continuous service with the Company computed as of June 30th, 1949.</u>		<u>Rate of Vacation Pay</u>
Less than one (1) year		2% of the employee's total earnings for work performed for the Company during the 12 months preceding the last pay period of June, 1949, less any indemnity such employee may have received during those 12 months under paragraph (d) of this Article.
One (1) year or over but less than two (2) years =	2.4%	ditto
Two (2) years or over but less than three (3) years =	2.8%	ditto
Three (3) years or over but less than four (4) years =	3.2%	ditto
Four (4) years or over but less than five (5) years =	3.6%	ditto
Five (5) years or over =	4%	ditto

c) Vacation pay due each employee in accordance with the "Computation of Vacation Pay Table" shall be paid as follows:

- (1) 2% at the commencement of the employee's first week's vacation,
- (11) Any vacation pay in excess of 2% due to an employee shall be paid,
 - (I) At the commencement of the employee's second week's vacation if and when such a vacation is granted by the Company; or
 - (2) On the Last pay day prior to December 25th, 1949, if a second week's vacation is not granted to the employee by the Company,

d) Any employee, who having completed one year or more continuous service with the Company but less than five years and who leaves his employ or is discharged for any reason other than gross breach of duty or discipline, shall receive an indemnity of two (2) per cent of his total earnings during the period between the date he leaves and the last period of the preceding June.

Any employee, who having completed five years or more continuous service with the Company and who leaves his employ or is discharged for any reason other than gross breach of duty or discipline, shall receive an indemnity of four(4) per cent of his total earnings during the period between the date he leaves and the Last pay period of the preceding June.

e) The number of years of continuous service used in reckoning the rate of vacation pay to which an employee is entitled shall be computed as of June 30th, 1949.

ARTICLE 17 : DURATION OF AGREEMENT.

This Agreement shall be in force for a period of one year commencing on the 13th day of February, 1949 and terminating on the 12th day of February, 1950. It shall be automatically renewed for a period of one year as and from the 13th day of February, 1950 unless one of the parties hereto gives a written notice of termination to the other party hereto not more than sixty days nor less than thirty days prior to the 12th day of February, 1950, and thereafter this Agreement shall be automatically renewed for a similar period of one year, and so on, upon failure by one of the parties to give a written notice to the other party within a delay which shall not be more than sixty days nor less than thirty days prior to the expiration of each period.

IN WITNESS WHEREOF the parties hereto have executed an original and seven copies hereof at Montreal, Quebec, as of the 5 th day of February, 1949.

DOMINION TEXTILE COMPANY LIMITED

Chief Engineer

THE NATIONAL UNION OF OPERATING EN-
GINEERS OF CANADA - LOCAL NO. 8

Edouard St- Martin
President

Victor A. Barnes
Secretary

T. Prézéau
President - NATIONAL UNION OF
OPERATING ENGINEERS OF CANADA

SCHEDULE "A"

WAGE RATES

<u>Occupation</u>	<u>Regular Rate Per Hour</u>
Shift Enginemen	\$1.15-1/2
Senior Boiler Operators	1.03-1/2
Junior " "	.95-1/2
Steam Turbine "	.95-1/2 to 1.00-1/2
Boiler Room Helpers	.86-1/2
Coal Trimmers	.81-1/2

T. Prézeay.

COLLECTIVE LABOUR AGREEMENT

BY AND BETWEEN:

DOMINION TEXTILE COMPANY LIMITED, a
body corporate having its Head Office
in the City of Montreal, P.Q., with
respect to its Magog Steam Power Plant
at Magog, P.Q., hereinafter called:

"THE COMPANY"

PARTY OF THE FIRST PART

AND:

NATIONAL UNION OF OPERATING ENGINEERS
OF CANADA, Local No. 8, at Magog, P.Q.,
hereinafter called:

"THE UNION"

PARTY OF THE SECOND PART

WITNESSETH: That the parties, in consideration of the mutual
covenants and undertakings hereinafter contained, have agreed
as follows:

ARTICLE 1:- GENERAL PURPOSE

The general purpose of this Agreement is to
maintain a harmonious relationship between the Company and its employees
by setting forth in writing a basic understanding between the parties hereto.

ARTICLE 2.- TERM "EMPLOYEE".

The terms "employee" or "employees" as used
in this Agreement means Shift Enginemen, Steam Turbine Operators,
Senior Boiler Operators, Junior Boiler Operators, Boiler Room
Helpers and Coal Trimmers, employed in the Magog Steam Power Plant
only.

ARTICLE 3.- RECOGNITION:

a) The Union, having been duly certified under
the Quebec Labour Relations Act, is recognized by the Company as the
sole collective bargaining agent for the employees defined in Article
2 above, in matters pertaining to rates of pay, hours of work and other
conditions of employment as set forth herein.

b) No person shall be coerced, restrained or
discriminated against on account of membership or non membership
in any lawful labour organization.

ARTICLE 4.- MANAGEMENT RIGHTS

The Union recognizes that it is the exclusive
rights and function of the Company to operate its plant and business
and direct the working forces thereof in every respect as it sees fit,
except that as regards any matter specifically covered by a Clause in this
Agreement, such right and function must be exercised in a manner consistent
with such clause.

19/23/5

ARTICLE 5.- GRIEVANCE PROCEDURE:

a) The Union shall designate from amongst the employees two (2) men to be known as Shop Stewards.

b) There shall be a Shop Committee consisting of the two (2) Shop Stewards, and their names shall be forwarded in writing by the Union to the Company.

c) The mill superintendent and his assistants and the Shop Committee shall meet at least once a month and may meet more often by mutual agreement. A representative of the National Union of Operating Engineers of Canada may be present at such meetings.

d) When an employee has a grievance and wishes to have it examined, he may take the following steps, at any of which he may have the assistance, in presenting his grievance, of a Shop Steward:

Step 1.- Take it up with the Superintendent's appointed representative. Failing satisfactory settlement, then:

Step 2.- Submit it in writing to the mill superintendent. The mill Superintendent's decision must be in writing. Failing satisfactory settlement, then:

Step 3.- Submit it in writing for consideration at the next meeting between the mill Superintendent and his assistants and the Shop Committee.

e) Failing a mutually satisfactory settlement by the mill Superintendent and the Shop Committee under Step 3 above of any grievance concerning the interpretation or violation of this contract, such grievance may be taken to arbitration by the Union or the Company under the procedure provided in Article 5 (f).

f) (i) When either party requests that a grievance be submitted to Arbitration as provided for in Article 5 (e), it shall make such request in writing addressed to the other party and at the same time nominate its Arbitrator. The two Arbitrators so nominated shall meet as soon as possible and attempt to agree on a third arbitrator who shall be the Chairman of the Arbitration Board. If they cannot so agree they will notify the Minister of Labour for Quebec and the Chairman shall then be chosen by the Minister of Labour. The Chairman shall be chosen, however, with regard to his impartiality, his qualifications in interpreting Collective Labour agreements and his familiarity with matters similar to the particular question up for Arbitration.

(ii) The Arbitration Board shall render its decision in writing. Its majority decision shall be final and binding upon the parties hereto and all the employees concerned. It shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement, and each of the parties hereto shall bear the expense of the Arbitrator appointed by it, and the parties shall share equally the expenses of the Chairman.

ARTICLE 6:- SUSPENSION AND DISCHARGE

A claim by an employee that he has been suspended or discharged unjustly shall be treated as a grievance if the statement of the grievance is lodged by the Union with the mill Superintendent within two (2) full working days after the employee ceases to work for the Company. Step No. 1

of the grievance Procedure shall be omitted in such case, and it may eventually be taken for settlement under Article 5 (f).

ARTICLE 7.- NO STRIKES OR LOCK-OUTS

a) Neither the Union nor any employee shall aid or take part in any strike, slow-down of production, stoppage of work or picketing.

b) The Company shall not engage in any lock-out nor slow-down or stoppage of work constituting a lock-out.

ARTICLE 8.- HOURS OF WORK AND OVERTIME

a) The standard work day shall be eight hours. An employee shall receive for each authorized hour he works in excess of eight hours per day time and one-half calculated on his regular hourly rate, provided he has not been absent from work without due cause on the other days on which he is scheduled to work during the week.

b) If an employee is called in to work on Sunday he shall receive time and one-half calculated on his regular hourly rate for each hour which he works on Sunday.

c) Any employee working on a shift which commences at 11. p.m. and finishes at 7 a.m. shall be entitled to receive a night premium of fifteen (15) per cent of his regular hourly rate for each hour he works between 11. p.m. and 7 a.m.

ARTICLE 9.- STATUTORY HOLIDAYS

a) The following non paid holidays will be observed:

January 2nd
Good Friday
St John the Baptist Day

Any employee who works on any of the above-mentioned holidays will receive a premium of one hundred (100) per cent of his regular hourly rate for each hour so worked.

b) Christmas Day, New Year's Day, Epiphany, Ascension Day, All Saints' Day and Immaculate Conception are to be observed as paid holidays, and each employee will receive eight hours' at his regular hourly rate as holiday pay for the observance of each of these days provided he works his complete shift on his scheduled working days previous to and following the holiday.

Any employee who works on Christmas Day, New Year's Day, Epiphany, Ascension Day, All Saints' Day and Immaculate Conception Day will receive his above holiday pay and will also be paid time and one-half calculated on his regular hourly rate for each hour he works on such day.

c) It is recognized, of course, that employees may be required by the Company to work on any of the holidays mentioned above.

ARTICLE 10: CALL PAY

Any employee who is called in and reports for emergency work outside of and not continuous with his regular scheduled hours will be given a minimum of four (4) hours work or if four (4) hours work is not given he shall nevertheless receive four (4) hours pay at his regular hourly rate of pay.

ARTICLE II- WAGES.

The rates of pay set forth in Schedule "A" annexed to this contract shall be in force during the present agreement.

ARTICLE 12:- TRANSFERS:

a) An employee required temporarily to fill another job paying a higher rate of pay shall receive the higher rate of pay after four (4) or more hours on the job, but if required temporarily to fill a job paying a lower rate of pay, his regular rate of pay shall not be changed.

b) When an employee is transferred permanently to another job he shall be paid at the rate of the new job.

c) When an employee is assigned any other job he shall, if possible, be told whether it is a temporary assignment or whether it is permanent.

ARTICLE 13:- SAFETY AND HEALTH

The Company will continue to make provisions for the safety and health of its employees during the hours of their employment. Such devices as the Company requires to be used 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.

ARTICLE 14:- NOTICE.

Any notice required to be sent to the Union hereunder shall be effectively given when posted to:

National Union of Operating Engineers of Canada,
Local No. 8.
Magog, Quebec, P.O. Box .731.

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

Dominion Textile Company Limited,
Magog, Québec.

ARTICLE 15:- SENIORITY

In questions involving lay-offs, re-hiring, promotions, and demotions, the Company will give consideration to skill, competence, ability and assiduity. Should it find these factors equal as between individual employees, seniority will be the guiding factor.

ARTICLE 16.- VACATIONS:

a) One week's vacation will be granted to each employee in the Company's employ as at June 30th, 1950. The Company may at its option grant a second week's vacation to any or all of said employees.

All vacation periods will be taken by individual employees at such times as may be specified by the Company. However, as far as it finds practicable, the Company will attempt to give first consideration to employees having most seniority.

b) The total amount of vacation pay due each employee, irrespective, of whether one week or two weeks' vacation is granted to such employee, shall be based on his length of continuous service with the Company and shall be computed in accordance with the "Computation of Vacation Pay Table" set out below:

COMPUTATION OF VACATION PAY TABLE

Length of Employees's continuous service with the Company computed as of June 30th, 1950.

Rate of Vacation Pay

Less than one (1) year		2% of the employee's total earnings for work performed for the Company during the 12 months preceding the last pay period of June, 1950, less any indemnity such employee may have received during those 12 months under paragraph (d) of this Article.
One (1) year or over but less than two (2) years.	2.4%	ditto
Two (2) years or over but less than three (3) years	2.8%	ditto
Three (3) years or over but less than four (4) years	3.2%	ditto
Four (4) years or over but less than five (5) years	3.6%	ditto
Five (5) years or over but less than fifteen (15) years	4%	ditto
Fifteen (15) years or over but less than twenty-five (25) years	5%	ditto
Twenty-five (25) years or over	6%	ditto

c) Vacation pay due each employee in accordance with the "Computation" of Vacation Pay Table" shall be paid as follows:

- (i) 2% at the commencement of the employee's first week's vacation.
- (ii) Any vacation pay in excess of 2% due to an employee shall be paid.
 - (1) At the commencement of the employee's second week's vacation if and when such a vacation is granted by the Company; or
 - (2) On the last pay day prior to December 25th, 1950, if a second week's vacation is not granted to the employee by the Company.

d) Any employee, who having completed one year or more continuous service with the Company but less than five years and who leaves his employ or is discharged for any reason other than gross breach of duty or discipline, shall receive an indemnity of two (2) per cent of his total earnings during the period between the date he leaves and the last pay period of the preceding June.

Any employee, who having completed five years or more continuous service with the Company but less than fifteen years and who leaves his employ or is discharged for any reason other than gross breach of duty or discipline, shall receive an indemnity of four (4) per cent of his total earnings during the period between the date he leaves and the last pay period of the preceding June.

Any employee, who having completed fifteen years or more continuous service with the Company but less than twenty-five years and who leaves his employ or is discharged for any reason other than gross breach of duty or discipline, shall receive an indemnity of five (5) per cent of his total earnings during the period between the date he leaves and the last pay period of the preceding June.

Any employee, who having completed twenty-five years or more continuous service with the Company and who leaves his employ or is discharged for any reason other than gross breach of duty or discipline, shall receive an indemnity of six (6) per cent of his total earnings during the period between the date he leaves and the last pay period of the preceding June.

a) The number of years of continuous service used in reckoning the rate of vacation pay to which an employee is entitled shall be computed as of June 30th, 1950.

ARTICLE 17:

For the duration of this Agreement the Company, upon receipt of a written authorization, voluntarily signed by an employee on Form "A" as hereto attached, shall, while such authorization is in effect, deduct from the pay due such employee on the last pay day of each calendar month the sum of \$1.00 which deduction represents the employee's monthly union dues. Such authorization may be revoked by the employee only by notice in writing, according to Form "B" as hereto attached, given by him to the Company not later than 30 days nor earlier than 60 days before the date of expiration of the term of the present collective Labour Agreement. Revocation shall take effect only at the date of expiration of this Agreement.

All dues collected by the Company will be remitted to the Treasurer of the Union.

Form "A"

Date

I the undersigned, authorize Dominion Textile Company Limited to deduct for my Union dues, the sum of \$1.00 from my pay on the last pay day of each calendar month of Operating Engineers of Canada, Local No. 8 Magog, P.Q. This authorization shall take effect on the seventh day following the day the Company receives it. I recognize that this authorization may be revoked by me only in accordance with the terms of the Collective Labour Agreement in force between said Company and said Union at such time as I may desire to make a revocation.

Witness

Employee

Form "B"

Date

I the undersigned, hereby revoke all authorizations given by me to Dominion Textile Company Limited at any time previous to this date to deduct from my pay my Union dues and to remit same to the Treasurer of the National Union of Operating Engineers of Canada, Local No. 8. Magog, P.Q. and I request that no further deductions be made from my pay for the said dues.

Witness

Employee

month and to remit this money to the Treasurer of the

ARTICLE 18: PLAN OF GROUP INSURANCE

The Company agrees to inaugurate a Plan of Group Insurance to cover employees, such Plan of Group Insurance being that Plan described in the letter dated February 10th, 1950 written in duplicate by the Company to the Union and acknowledged and agreed to by the Union.

ARTICLE 19. DURATION OF AGREEMENT

This Agreement shall be in force for a period of one year commencing on the 13th day of February 1950 and terminating on the 12th day of February 1951. It shall be automatically renewed for a period of one year as and from the 13th day of February, 1951, unless one of the parties hereto gives a written notice of termination to the other party hereto not more than sixty days nor less than thirty days prior to the 12th day of February 1951, and thereafter this Agreement shall be automatically renewed for a similar period of one year, and so on, upon failure by one of the parties to give a written notice to the other party within a delay which shall not more than sixty days nor less than thirty days prior to the expiration of each period.

IN WITNESS WHEREOF the parties hereto have executed an original and seven copies hereof at Montreal, Quebec, as of the 10th day of February, 1950.

DOMINION TEXTILE COMPANY LIMITED

Unreadable
Chief Engineer

THE NATIONAL UNION OF OPERATING ENGINEERS OF CANADA- LOCAL NO. 8

Edouard St Martin
Président

Arthur Girard
Secretary

C. Wallace
President-NATIONAL UNION OF
OPERATING ENGINEERS OF CANADA

SCHEDULE "A"

WAGE RATES

<u>Occupation</u>	<u>Regular Rate Per hour</u>
Shift Enginemen	\$1.15 -1/2
Senior Boiler Operators	1.03-1/2
Junior " "	.95-1/2
Steam Turbine "	.95-1/2 to 1.00-1/2
Boiler Room Helpers	.86-1/2
Coal Trimmers	.81-1/2

COLLECTIVE LABOUR AGREEMENT.

BY AND BETWEEN:

DOMINION TEXTILE COMPANY LTD, a
body corporate having its Head Office
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at Magog, P.Q. hereinafter called.-

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PARTY OF THE FIRST PART.

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a) The Union, having been duly certified under
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b) There shall be a Shop Committee consisting of the two (2) Shop Stewards, and their names shall be forwarded in writing by the Union to the Company.-

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Step 1. Take it up with the Superintendent's Appointed Representative. Failing satisfactory settlement, then:

Step 2. Submit it in writing to the mill Superintendent. The mill Superintendent's decision must be in writing. Failing satisfactory settlement, then:

Step 3. Submit it in writing for consideration at the next meeting between the mill Superintendent and his assistants and the Shop Committee.-

e) Failing a mutually satisfactory settlement by the mill Superintendent and the Shop Committee under Step 3 above of any grievance concerning the interpretation or violation of this contract such grievance may be taken to arbitration by the Union or the Company under the procedure provided in Article 5 (f)

f) (i) When either party requests that a grievance be submitted to Arbitration as provided for in Article 5 (e) It shall make such request in writing addressed to the other party and at the same time nominate its Arbitrator. The two Arbitrators so nominated shall meet as soon as possible and attempt to agree on a third Arbitrator who shall be the Chairman of the Arbitration Board. If they cannot so agree they will notify the Minister of Labour for Quebec and the Chairman shall then be chosen by the Minister of Labour. The Chairman shall be chosen however, with regard to his impartiality his qualifications in interpreting Collective Labour Agreements and his familiarity with matters similar to the particular question up for Arbitration.-

(ii) The Arbitration Board shall render its decision in writing. Its majority decision shall be final and binding upon the parties hereto and all the employees concerned. It shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement, and each of the parties hereto shall bear the expense of the Arbitrator appointed by it, and the parties shall share equally the expenses of the Chairman.-

ARTICLE 6. SUSPENSION AND DISCHARGE.

A claim by an employee that he has been suspended or discharged unjustly shall be treated as a grievance if the statement of the grievance is lodged by the Union with the mill Superintendent within two (2) full working days after the employee ceases to work for the Company. Step No. 1 of the Grievance Procedure shall be omitted in such case, and it may eventually be taken for settlement under Article 5 (f)

ARTICLE 7. NO STRIKES OR LOCK-OUTS.

a) Neither the Union or any employee shall aid or take part in any strike, slow-down of production, stoppage of work or picketing.-

b) The Company shall not engage in any lock-out nor slow-down or stoppage of work constituting a lock-out.

ARTICLE 8. HOURS OF WORK AND OVERTIME.

a) The standard work day shall be eight hours. An employee shall receive for each authorized hour he works in excess of eight hours per day time and one-half calculated on his regular hourly rate, provided he has not been absent from work without due cause on the other days on which he is scheduled to work during the week.-

b) An employee shall receive for each authorized hour he works in excess of forty-eight hours per week time and one-half calculated on his regular hourly rate provided, however, that hours for which an employee receives time and one-half under the provisions of paragraph (a) above of this article 8 shall not be counted in computing an employee's total hours worked per week for the purposes of this paragraph (b)

c) If an employee is called in to work on Sunday he shall receive time and one-half calculated on his regular hourly rate for each hour which he works on Sunday.-

d) Any employee working on a shift which commences at 11 p.m. and finishes at 7 a.m. shall be entitled to receive a night premium of fifteen (15) per cent of his regular hourly rate for each hour he works between 11 p.m. and 7 a.m.

ARTICLE 9. STATUTORY HOLIDAYS.

a) St. Jean Baptiste Day will be observed as a non paid holiday and any employee who works on St. Jean Baptiste Day will receive a premium of one hundred percent (100%) of his regular hourly rate for each hour so worked.-

b) Christmas Day, New Year's Day Epiphany Good Friday, Ascension Day, All Saints' Day and Immaculate Conception Day are to be observed as paid holidays, and each employee will receive eight hours' at his regular hourly rate as holiday pay for the observance of each of these days provided he works his complete shift on his scheduled working days previous to and following the holiday.

Any employee who works on Epiphany, Good Friday, Ascension Day, All Saints' Day and Immaculate Conception Day will receive his above holiday pay and will also be paid time and one-half calculated on his regular hourly rate for each hour he works on such day.-

Any employee who works on Christmas Day or New Year's Day will receive his above holiday pay and will also be paid double time calculated on his regular hourly rate for each hour he works on such day.-

c) It is recognized, of course, that employees may be required by the Company to work on any of the holidays mentioned above.-

ARTICLE 10 CALL PAY.

Any employee who is called in and reports for emergency work outside of an not continuous with his regular scheduled hours will be given a minimum of four (4) hours work or if four (4) hours work is not given he shall nevertheless receive four (4) hours pay at his regular hourly rate of pay.-

ARTICLE 11 WAGES.

The rates of pay set forth in Schedule "A" annexed to this contract shall be in force during the present Agreement.-

ARTICLE 12 TRANSFERS.

A) An employee required temporarily to fill another job paying a higher rate of pay shall receive the higher rate of pay after four (4) or more hours on the job, but if, required temporarily to fill a job paying a lower rate of pay, his regular rate of pay shall not be changed.-

b) When an employee is transferred permanently to another job he shall be paid at the rate of the new job.-

c) When an employee is assigned any other job he shall if possible be told whether it is a temporary assignment or whether it is permanent.-

ARTICLE 13 SAFETY AND HEALTH.

The Company will continue to make provisions for the safety and health of its employees during the hours of their employment. Such devices as the Company requires to be used 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.-

ARTICLE 14 NOTICE.

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

National Union of Operating Engineers of Canada,
Local No. 8
Magog Quebec P.O. Box 117.-

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

Dominion Textile Company Limited.
Magog Quebec.-

ARTICLE 15 SENIORITY.

In questions involving lay-offs re-hirings, promotions and demotions, the Company will give consideration to skill, competence, ability and assiduity. Should it find these factors equal as between individual employees, seniority will be the guiding factor.-

ARTICLE 16 VACATIONS.

a) One week's vacation will be granted to each employee in the Company's employ as at June 30th, 1952. The Company may at its option grant a second week's vacation to any or all of said employees.-

All vacation period will be taken by individual employees at such times as may be specified by the Company. However, as far as it finds practicable, the Company will attempt to give first consideration to employees having most seniority.-

b) The total amount of vacation pay due each employee, irrespective of whether one week's or two week's vacation is granted to such employee, shall be based on his length of continuous service with the Company and shall be computed in accordance with the "Computation of Vacation Pay Table " set out below:

COMPUTATION OF VACATION PAY TABLE.

Length of Employee's continuous service with the Company computed as of June 30th 1952.

Rate of Vacation pay.

Less than one (1) year -	2% of the employee's total earnings for work performed for the Company during the 12 months preceding the last pay period of June 1952 less any indemnity such employee may have received during those 12 months under paragraph (d) of this Article.
One (1) year or over but less than two (2) years -	2.4% ditto.
Two (2) years or over but less than three (3) years.	2.8% ditto
Three (3) years or over but less than four (4) years.	3.2% ditto
Four (4) years or over but less than five (5) years	3.6% ditto
Five (5) years or over but less than fifteen (15) years	4% ditto
Fifteen (15) years or over but less than twenty-five (25) years	5% ditto
Twenty-five (25) years or over	6% ditto

c) Vacation pay due each employee in accordance with the "Computation of Vacation Pay Table " shall be paid as follows:-

(1) 2% at the commencement of the employee's first week's vacation.

(ii) Any vacation pay in excess of 2% due to and employee shall be paid,

(1) At the commencement of the employee's second week's vacation if and when such a vacation is granted by the Company, or

(2) On the last pay day prior to December 25th 1952 if a second week's vacation is not granted to the employee by the Company.-

d) any employee, who having completed one year or more continuous service with the Company but less than five years and who leaves his employ or is discharged for any reason other than gross breach of duty or discipline, shall receive an indemnity of two (2) per cent of his total earnings during the period between the date he leaves and the last pay period of the preceding June.

Any employee, who having completed five years or more continuous service with the Company but less than fifteen years and who leaves his employ or is discharged for any reason other than gross breach of duty or discipline, shall receive an indemnity of four (4) per cent of his total earnings during the period between the date he leaves and the last pay period of the preceding June.

Any employee, who having completed fifteen years or more continuous service with the Company but less than twenty-five years and who leaves his employ or is discharged for any reason other than gross breach of duty or discipline, shall receive an indemnity of five (5) per cent of his total earnings during the period between the date he leaves and the last pay period of the preceding June.

Any employee now having completed twenty-five years or more continuous service with the Company and who leaves his employ or is discharged for any reason other than gross breach of duty or discipline, shall receive an indemnity of six (6) per cent of his total earnings during the period between the date he leaves and the last pay period of the preceding June.

e) The number of years of continuous service used in reckoning the rate of vacation pay to which an employee is entitled shall be computed as of June 30th 1952.-

ARTICLE 17.

For the duration of this Agreement the Company, upon receipt of a written authorization, voluntarily signed by an employee on Form "A" as hereto attached, shall, while such authorization is in effect, deduct from the pay due such employee on the last pay day of each calendar month the sum of \$1.00 which deduction represents the employee's monthly Union dues. Such authorization may be revoked by the employee only by notice in writing, according to Form "B" as hereto attached given by him to the Company not later than 30 days nor earlier than 60 days before the date of expiration of the term of the present collective Labour Agreement. Revocation shall take effect only at the date of expiration of this Agreement.

All dues collected by the Company will be remitted to the Treasurer of the Union.

FORM "A"

Date.

I the undersigned, authorized Dominion Textile Company Limited to deduct for my Union dues, the sum of \$1.00 from my pay on the last pay day of each calendar month and to remit this money to the Treasurer of the National Union of Operating Engineers of Canada Local No. 8 Magog P.Q. This authorization shall take effect on the seventh day following the day the Company receives it. I recognize that this authorization may be revoked by me only in accordance with the terms of the Collective Labour Agreement in force between said Company and said Union at such time as I may desire to make a revocation.

Witness.

Employees.

Form "B"

date.

I the undersigned, hereby revoke all authorizations given by me to Dominion Textile Company Limited at any time previous to this date to deduct from my pay my Union dues and to remit same to the Treasurer of the National Union of Operating Engineers of Canada Local No. 8 Magog P.Q. and I request that no further deductions be made from my pay for the said dues.

Witness.

Employees.

ARTICLE 18 PLAN OF GROUP INSURANCE.

The Company agrees to continue a Plan of Group Insurance to cover employees, such plan of Group Insurance being that Plan described in the letter dated May 21, 1952 written in duplicate by the Company to the Union and acknowledged and agreed to by the Union.-

ARTICLE 19 DURATION OF AGREEMENT.

This Agreement shall be in force for a period of one year commencing on the 13th day of February 1952 and terminating on the 12th day of February 1953 It shall be automatically renewed for a period of one year as and from the 13th day of February 1953 unless one of the parties hereto gives a written notice of termination to the other party hereto not more than sixty days nor less than thirty days prior to the 12th day of February 1953 and thereafter this Agreement shall be automatically renewed for a similar period of one year and so on, upon failure by one of the parties to give a written notice to the other party within a delay which shall not be more than sixty days nor less than thirty days prior to the expiration of each period.-

IN WITNESS WHEREOF the parties hereto have executed an original and seven copies hereof at Magog, Quebec, as of the 21st day of May 1952.-

DOMINION TEXTILE COMPANY LIMITED.

T.A. Dubuc.
Manager Magog Division.-

THE NATIONAL UNION OF OPERATING
ENGINEERS OF CANADA LOCAL No. 8-

Ed. St. Martin.
President.

Victor A Barnes.
Secretary Treasurer

P.Dessureault.
Business Agent National Union
of Operating Engineers of
CANADA.

Lucian Turcotte.-

SCHEDULE "A"

WAGE RATES.

<u>Occupation.</u>	<u>Regular Rate.</u> <u>Per Hour.</u>
Senior Boiler Operators	\$ 1.24
Junior Boiler Operators	1.16
Steam Turbine Operators	1.19
Boiler Room Helpers.	1.07

COLLECTIVE LABOUR AGREEMENT

BY AND BETWEEN:

DOMINION TEXTILE COMPANY LIMITED, a
body corporate having its Head Office
in the City of Montreal, P.Q; with res-
pect to its Magog Steam Power Plant at
Magog, P.Q; hereinafter called:

"THE COMPANY"

PARTY OF THE FIRST PART

AND

NATIONAL UNION OF OPERATING ENGINEERS OF
CANADA, Local No. 8, at Magog, P.Q; hereinafter called:

"THE UNION"

PARTY OF THE SECOND PART

WITNESSETH: That the parties, in consideration of the mutual covenants and undertakings contained, have agreed as follows:

ARTICLE 1: GENERAL PURPOSE.

The general purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees by setting in writing a basic understanding between the parties hereto.

ARTICLE 2: TERM "EMPLOYEE".

The terms "employee" or "employees" as used in this Agreement mean Steam Turbine Operators, Senior Boiler Operators, Junior Boiler Operators and Boiler Room Helpers employed in the Magog Steam Power Plant only.

ARTICLE 3: RECOGNITION.

a) The Union, having been duly certified under the Quebec Labour Relations Act, is recognized by the Company as the sole collective bargaining agent for the employees defined in Article 2 above, in matters pertaining to rates of pay, hours of work and other conditions of employment as set forth herein.

b) No person shall be coerced, restrained or discriminated against on account of membership or non membership in any lawful labour organization.

ARTICLE 4: MANAGEMENT RIGHTS

The Union recognizes that it is the exclusive right and function of the Company to operate its plant and business and direct the working forces thereof in every respect as it sees fit, except that as regards any matter specifically covered by a clause in this Agreement, such right and function must be exercised in a manner consistent with such clause.

ARTICLE 5: GRIEVANCE PROCEDURE.

a) The Union shall designate from amongst the employees two (2) men to be known as Shop Stewards.

b) There shall be a Shop Committee consisting of the two (2) Shop Stewards, and their names shall be forwarded in writing by the Union to the Company.

c) The Mill Superintendent and his assistants and the Shop Committee shall meet at least once a month and may meet more often by mutual agreement. A representative of the National Union of Operating Engineers of Canada may be present at such meetings.

d) When an employee has a grievance and wishes to have it examined, he may take the following steps, at any of which he may have the assistance, in presenting his grievance, of a Shop Steward:-

Step 1.- Take it up with the Superintendent's Appointed Representative. Failing satisfactory settlement, then:

Step 2.- Submit it in writing to the mill Superintendent. The mill Superintendent's decision must be in writing. Failing satisfactory settlement, then:

Step 3.- Submit it in writing for consideration at the next meeting between the mill Superintendent and his assistants and the Shop Committee.

e) Failing a mutually satisfactory settlement by the mill Superintendent and the Shop Committee under Step 3 above of any grievance concerning the interpretation or violation of this contract, such grievance may be taken to arbitration by the Union or the Company under the procedure provided in Article 5 (f).

f) (1) When either party requests that a grievance be submitted to Arbitration as provided for in Article 5 (e), it shall make such request in writing addressed to the other party and at the same time nominate its Arbitrator. The two Arbitrators so nominated shall meet as soon as possible and attempt to agree on a third Arbitrator who shall be the Chairman of the Arbitration Board. If they cannot so agree they will notify the Minister of Labour for Quebec and the Chairman shall then be chosen by the Minister of Labour. The Chairman shall be chosen, however, with regard to his impartiality, his qualifications in interpreting Collective Labour Agreement and his familiarity with matters similar to the particular question up for Arbitration.

(11) The Arbitration Board shall render its decision in writing. Its majority decision shall be final and binding upon the parties hereto and all the employees concerned. It shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement, and such of the parties hereto shall bear the expense of the Arbitrator appointed by it, and the parties shall share equally the expenses of the Chairman.

ARTICLE 6: SUSPENSION AND DISCHARGES.

A claim by an employee that he has been suspended or discharged unjustly shall be treated as a grievance if the statement of the grievance is lodged by the Union with the mill Superintendent within two (2) full working days after the employee ceases to work for the Company. Step No. 1

of the Grievance Procedure shall be omitted in such case, and it may eventually be taken for settlement under Article 5 (f).

ARTICLE 7: NO STRIKES OR LOCK-OUTS.

a) Neither the Union nor any employee shall aid or take part in any strike, slow-down of production, stoppage of work or picketing.

b) The Company shall not engage in any lock-out nor slow-down or stoppage of work constituting a lock-out.

ARTICLE 8: HOURS OF WORK AND OVERTIME.

a) The standard work day shall be eight hours. An employee shall receive for each authorized hour he works in excess of eight hours per day time and one-half calculated on his regular hourly rate, provided he has not been absent from work without due cause on the other days on which he is scheduled to work during the week.

b) If an employee is called in to work on Sunday he shall receive time and one-half calculated on his regular hourly rate for each hour which he works on Sunday.

c) Any employee working on a shift which commences at 11 p.m. and finishes at 7 a.m. shall be entitled to receive a night premium of fifteen (15) per cent of his regular hourly rate for each hour he works between 11 p.m. and 7 a.m.

ARTICLE 9: STATUTORY HOLIDAYS

a) St. Jean-Baptiste Day will be observed as a non paid holiday and any employee who works on St. Jean-Baptiste Day will receive a premium of one hundred percent (100%) of his regular hourly rate for each hour ~~sh~~ worked.

b) Christmas Day, New Year's Day, Epiphany, Good Friday, Ascension Day, All Saints' Day and Immaculate Conception Day are to be observed as paid holidays, and each employee will receive eight hours' at his regular hourly rate as holiday pay for the observance of each of these days provided he works his complete shift on his scheduled working days previous to and following the holiday.

Any employee who works on Epiphany, Ascension Day, All Saints' Day and Immaculate Conception Day will receive his above holiday pay and will also be paid time and one-half calculated on his regular hourly rate for each hour he works on such ~~day~~.

Any Employee who works on Christmas Day or New Year's Day will receive his above holiday pay and will ~~also~~ be paid double time calculated on his regular hourly rate for each hour he works on such day.

c) It is recognized, of course, that employees may be required by the Company to work on any of the holidays mentioned above.

ARTICLE 10: CALL PAY.

Any employee who is called in and reports for emergency work outside of and not continuous with his regular scheduled hours will be given a minimum of four (4) hours work or if four (4) hours work is not given he shall nevertheless receive four (4) hours pay at his regular hourly rate of pay.

ARTICLE 11: WAGES.

The rates of pay set forth in Schedule "A" annexed to this contract shall be in force during the present Agreement.

ARTICLE 12: TRANSFERS.

a) An employee required temporarily to fill another job paying a higher rate of pay shall receive the higher rate of pay after four (4) or more hours on the job, but if required temporarily to fill a job paying a lower rate of pay, his regular rate of pay shall not be changed.

b) When an employee is transferred permanently to another job he shall be paid at the rate of the new job.

c) When an employee is assigned any other job he shall, if possible, be told whether it is a temporary assignment or whether it is permanent.

ARTICLE 13: SAFETY AND HEALTH.

The Company will continue to make provisions for the safety and health of its employees during the hours of their employment. Such devices as the Company requires to be used 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.

ARTICLE 14: NOTICE

Any notice required to be sent to the Union hereunder shall be effectively given when posted to:

National Union of Operating Engineers of Canada,
Local No. 8,
Magog, Quebec, P.Q. Box 117.

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

Dominion Textile Company Limited,
Magog, Quebec.

ARTICLE 15: SENIORITY.

In questions involving lay-offs, re-hirings, promotions and demotions, the Company will give consideration to skill, competence, ability and assiduity. Should it find these factors equal as between individual employees, seniority will be the guiding factor.

ARTICLE 16: VACATIONS.

a) One week's vacation will be granted to each employee in the Company's employ as at June 30th, 1951. The Company may at its option grant a second week's vacation to any or all of said employees.

All vacation periods will be taken by individual employees at such times as may be specified by the Company. However, as far as it finds practicable, the Company will attempt to give first consideration to employees having most seniority

b) The total amount of vacation pay due each employee, irrespective of whether one week or two weeks' vacation is granted to such employee, shall be based on his length of continuous service

with the Company and shall be computed in accordance with the "Computation of Vacation Pay Table" set out below:

COMPUTATION OF VACATION PAY TABLE

<u>Length of Employee's continuous service with the Company computed as of June 30th, 1951.</u>	<u>Rate of Vacation Pay</u>	
Less than one (1) year-	2% of the employee's total earning for work performed for the Company during the 12 months preceding the last pay period of June, 1951, less any indemnity such employee may have received during those 12 months under paragraph (d) of this Article.	
One (1) year or over but less than two (2) years-	2.4%	ditto
Two (2) years or over but less than three (3) years-	2.8%	dittor
Three (3) years or over but less than four (4) years-	3.2%	ditto
Four (4) years or over but less than five (5) years-	3.6%	ditto
Five (5) years or over but less than fifteen (15) years-	4%	ditto
Fifteen (15) years or over but less than twenty-five (25) years-	5%	ditto
Twenty-five (25) years or over-	6%	ditto

c) Vacation pay due each employee in accordance with the "Computation of Vacation Pay Table" shall be paid as follows:

- (1) 2% at the commencement of the employee's first week's vacation,
- (ii) Any vacation pay in excess of 2% due to an employee shall be paid,
 - (1) At the commencement of the employee's second week's vacation if and when such a vacation is granted by the Company; or
 - (2) On the last pay day prior to December 25th, 1951, if a second week's vacation is not granted to the employee by the Company.

d) Any employee, who having completed one year or more continuous service with the Company but less than five years and who leaves his employ or is discharged for any reason other than gross breach of duty or discipline, shall receive an indemnity of two (2) per cent of his total earnings during the period between the date he leaves and the last pay period of the preceding June.

Any employee, who having completed five years or more continuous service with the Company but less than fifteen years and who leaves his employ or is discharged for any reason other than gross breach of duty or discipline, shall receive an indemnity of four (4) per cent of his total earnings during the period between the date he leaves and the last pay period of the preceding June.

Any Employee, who having completed fifteen years or more continuous service with the Company but less than twenty-five years and who leaves his employ or is discharged for any reason,

other ^{than} gross breach of duty or discipline, shall receive an indemnity of five (5) per cent of his total earnings during the period between the date he leaves and the last pay period of the preceding June.

Any employee, who having completed twenty-five years or more continuous service with the Company and who leaves his employ or is discharged for any reason other than gross breach of duty or discipline, shall receive an indemnity of six (6) per cent of his total earnings during the period between the date he leaves and the last pay period of the preceding June.

e) The number of years of continuous service used in reckoning the rate of vacation pay to which an employee is entitled shall be computed as of June 30th, 1951.

ARTICLE 17 :

For the duration of this Agreement the Company, upon receipt of a written authorization, voluntarily signed by an employee on Form "A" as hereto attached, shall, while such authorization is in effect, deduct from the pay due such employee on the last pay day of each calendar month the sum of \$1.00, which deduction represents the employee's monthly Union dues. Such authorization may be revoked by the employee only by notice in writing, according to Form "B" as hereto attached, given by him to the Company not later than 30 days nor earlier than 60 days before the date of expiration of the term of the present Collective Labour Agreement. Revocation shall take effect only at the date of expiration of this Agreement.

All dues collected by the Company will be remitted to the Treasurer of the Union.

Form "A"

Date

I the undersigned, authorize Dominion Textile Company Limited to deduct for my Union dues, the sum of \$1.00 from my pay on the last pay day of each calendar month and to remit this money to the Treasurer of the National Union of Operating Engineers of Canada, Local No. 8, Magog, P.Q; This authorization shall take effect on the seventh day following the day the Company receives it. I recognize that this authorization may be revoked by me only in accordance with the terms of the Collective Labour Agreement in force between said Company and said Union at such time as I may desire to make a revocation.

Witness

Employee

Form "B"

Date

I the undersigned, hereby revoke all authorizations given by me to Dominion Textile Company Limited at any time previous to this date to deduct from my pay my Union dues and to remit same to the Treasurer of the National Union ~~of Operating Engineers of Canada, Local No. 8, Magog, P.Q.~~ of Operating Engineers of Canada, Local No. 8, Magog, P.Q. and I request that no further deductions be made from my pay for the said dues.

Witness

Employee

ARTICLE 18: PLAN OF GROUP INSURANCE

The Company agrees to continue a Plan of Group Insurance to cover employees, such Plan of Group Insurance being that Plan described in the letter dated January 26th, 1951 written in duplicate by the Company to the Union and acknowledged and agreed to by the Union.

ARTICLE 19: DURATION OF AGREEMENT

This Agreement shall be in force for a period of one year commencing on the 13th day of February, 1951 and terminating on the 12th day of February, 1952. It shall be automatically renewed for a period of one year as and from the 13th day of February, 1952, unless one of the parties hereto gives a written notice of termination to the other party hereto not more than sixty days nor less than thirty days prior to the 12th day of February, 1952, and thereafter this Agreement shall be automatically renewed for a similar period of one year, and so on, upon failure by one of the parties to give a written notice to the other party within a delay which shall not be more than sixty days nor less than thirty days prior to the expiration of each period.

IN WITNESS WHEREOF the parties hereto have executed an original and seven copies hereof at Montreal, Quebec, as of the 26th day of January, 1951.

DOMINION TEXTILE COMPANY LIMITED

Unreadable signature
Chief Engineer

Unreadable signature
Manager, Industrial Relations Dept.

THE NATIONAL UNION OF OPERATING
ENGINEERS OF CANADA-LOCAL NO. 8

Ed. St-Martin
President

Victor A. Barnes
Vice-President

Omer Lefebvre
Secretary

P. Dessureault
Business Agent-NATIONAL UNION
OF OPERATING ENGINEERS OF CANADA.

SCHEDULE "A"

WAGES RATES

<u>Occupation</u>	<u>Regular Rate Per Hour</u>
Senior Boiler Operators	\$1.14
Junior Boiler Operators	1.06
Steam Turbine Operators	1.09
Boiler Room Helpers	.97

COLLECTIVE LABOUR AGREEMENT

BY AND BETWEEN:

714
DOMINION TEXTILE COMPANY LIMITED, a
body corporate having its Head Office
in the City of Montreal, P.Q., with
respect to its Magog Steam Power Plant
at Magog, P.Q., hereinafter called:

"THE COMPANY"

PARTY OF THE FIRST PART

AND

NATIONAL UNION OF OPERATING ENGINEERS
OF CANADA, Local No. 8, at Magog, P.Q.,
hereinafter called:

"THE UNION"

PARTY OF THE SECOND PART

WITNESSETH: That the parties in consideration of the mutual
covenants and undertakings hereinafter contained, have agreed
as follows:

ARTICLE 1 : GENERAL PURPOSE

The general purpose of this Agreement is to maintain
a harmonious relationship between the Company and its employees
by settling forth in writing a basic understanding between the
parties hereto.

ARTICLE 2 : TERM "EMPLOYEE"

The terms "employee" or "employees" as used in this
Agreement mean Steam Trubine Operators, Senior Boiler Operators,
Junior Boiler Operators and Boiler Room Helpers employed in the
Magog Steam Power Plant only.

ARTICLE 3 : RECOGNITION

a) The Union, having been duly certified under the
Quebec Labour Relations Act, is recognized by the Company as the
sole collective bargaining agent for the employees defined in
Article 2 above, in matters pertaining to rates of pay, hours of
work and other conditions of employment as set forth herein.

b) No person shall be coerced, restrained or
discriminated against on account of membership or non-membership
in any lawful labour organization.

ARTICLE 4 : MANAGEMENT RIGHTS

The Union recognizes that it is the exclusive right
and function of the Company to operate its plant and business and
direct the working forces thereof in every respect as it sees fit,
except that as regards any matter specifically covered by a clause
in this Agreement, such right and function must be exercised in
a manner consistent with such clause.

ARTICLE 5 : GRIEVANCE PROCEDURE

(a) The Union shall designate from amongst the
employees two (2) men to be known as Shop Stewards.

b) There shall be a Shop Committee consisting of the two (2) Shop Stewards, and their names shall be forwarded in writing by the Union to the Company.

c) The Mill Superintendent and his assistants and the Shop Committee shall meet at least once a month and may meet more often by mutual agreement. A representative of the National Union of Operating Engineers of Canada may be present at such meetings.

d) When an employee has a grievance and wishes to have it examine, he may take the following steps, at any of which he may have the assistance, in presenting his grievance, of a Shop Steward:-

Step 1 - Take it up with the Superintendent's Appointed Representative. Failing satisfactory settlement, then:

Step 2 - Submit it in writing to the mill Superintendent. The mill Superintendent's decision must be in writing. Failing satisfactory settlement, then:

Step 3 - Submit it in writing for consideration at the next meeting between the mill Superintendent and his assistants and the Shop Committee.

e) Failing a mutually satisfactory settlement by the mill Superintendent and the Shop Committee under Step 3 above of any grievance concerning the interpretation or violation of this contract, such grievance may be taken to arbitration by the Union or the Company under the procedure provided in Article 5 (f).

f) (i) When either party requests that a grievance be submitted to Arbitration as provided for in Article 5 (e), it shall make such request in writing addressed to the other party and at the same time nominate its Arbitrator. The two Arbitrators so nominated shall meet as soon as possible and attempt to agree on a third Arbitrator who shall be the Chairman of the Arbitration Board. If they cannot so agree they will notify the Minister of Labour for Quebec and the Chairman shall be chosen, however, with regard to his impartiality, his qualifications in interpreting Collective Labour Agreement and his familiarity with matters similar to the particular question up for Arbitration.

(ii) The Arbitration Board shall render its decision in writing. Its majority decision shall be final and binding upon the parties hereto and all the employees concerned. It shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement, and each of the parties hereto shall bear the expense of the Arbitrator appointed by it, and the parties shall share equally the expenses of the Chairman.

ARTICLE 6 : SUSPENSION AND DISCHARGE

A claim by an employee that he has been suspended or discharged unjustly shall be treated as a grievance if the statement of the grievance is lodged by the Union with the mill Superintendent within two (2) full working days after the employee ceases to work for the Company. Step No. 1 of the Grievance Procedure shall be omitted in such case, and it may eventually be taken for settlement under Article 5 (f).

ARTICLE 7 : NO STRIKES OR LOCK-OUTS

a) Neither the Union nor any employee shall aid or take part in any strike, slow-down of production, stoppage of work or picketing.

b) The Company shall not engage in any ~~lock-out~~ nor slow-down or stoppage of work constituting a lock-out.

ARTICLE 8 : HOURS OF WORK AND OVERTIME

a) The standard work day shall be eight hours. An employee shall receive for each authorized hour he works in excess of eight hours per day time and one-half calculated on his regular hourly rate, provided he has not been absent from work without due cause on the other days on which he is scheduled to work during the week.

b) An employee shall receive for each authorized hour he works in excess of forty-eight hours per week time and one-half calculated on his regular hourly rate provided, however, that hours for which an employee receives time and one-half under the provisions of paragraph (a) above of this article 8 shall not be counted in computing an employee's total hours worked per week for the purposes of this paragraph (b).

c) If an employee is called in to work on Sunday he shall receive time and one-half calculated on his regular hourly rate for each hour which he works on Sunday.

d) Any employee working on a shift which commences at 11 p.m. and finishes at 7 a.m. shall be entitled to receive a night premium of fifteen (15) per cent of his regular hourly rate for each hour he works between 11 p.m. and 7 a.m.

ARTICLE 9 : STATUTORY HOLIDAYS

a) St. Jean-Baptiste Day will be observed as a non paid holiday and any employee who works on St. Jean-Baptiste Day will receive a premium of one hundred percent (100%) of his regular hourly rate for each hour so worked.

b) Christmas Day, New Year's Day, Epiphany, Good Friday, Ascension Day, All Saints' Day and Immaculate Conception Day are to be observed as paid holidays, and each employee will receive eight hours' at his regular hourly rate as holiday pay for the observance of each of these days provided he works his complete shift on his scheduled working days previous to and following the holiday.

Any employee who works on Epiphany, Good Friday, Ascension Day, All Saints' Day and Immaculate Conception Day will receive his above holiday pay and will also be paid time and one-half calculated on his regular hourly rate for each hour he works on such day.

Any employee who works on Christmas Day or New Year's Day will receive his above holiday pay and will also be paid double time calculated on his regular hourly rate for each hour he works on such day.

c) It is recognized, of course, that employees may be required by the Company to work on any of the holidays mentioned above.

ARTICLE 10 : CALL PAY

Any employee who is called in and reports for emergency work outside of and not continuous with his regular scheduled hours will be given a minimum of four (4) hours work or if four (4) hours work is not given he shall nevertheless receive four (4) hours pay at his regular hourly rate of pay.

ARTICLE 11 : WAGES

The rates of pay set forth in Schedule "A" annexed to this contract shall be in force during the present Agreement.

ARTICLE 12 : TRANSFERS

a) An employee required temporarily to fill another job paying a higher rate of pay shall receive the higher rate of pay after four (4) or more hours on the job, but if required temporarily to fill a job paying a lower rate of pay, his regular rate of pay shall not be changed.

b) When an employee is transferred permanently to another job he shall be paid at the rate of the new job.

c) When an employee is assigned any other job he shall, if possible, be told whether it is a temporary assignment or whether it is permanent.

ARTICLE 13 : SAFETY AND HEALTH

The Company will continue to make provisions for the safety and health of its employees during the hours of their employment. Such devices as the Company requires to be used 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.

ARTICLE 14 : NOTICE

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

National Union of Operating Engineers of Canada,
Local No. 8,
Magog, Quebec, P.Q. Box 117,

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

The Manager,
Magog Division,
Dominion Textile Company Limited,
Magog, Quebec.

ARTICLE 15 : SENIORITY

In questions involving lay-offs, re-hirings, promotions and demotions, the Company will give consideration to skill, competence, ability and assiduity. Should it find these factors equal as between individual employees, seniority will be the guiding factor.

ARTICLE 16 : VACATIONS

a) One week's vacation will be granted to each employee in the Company's employ as at June 30, 1953. Likewise one week's vacation will be granted to each employee in the Company's employ as at June 30, 1954. The Company may at its option grant a second week's vacation in each or either year to any or all of its said employees.

All vacation periods will be taken by individual employees at such times as may be specified by the Company. However, as far as it finds practicable the Company will attempt to give first consideration to employees having most seniority.

b) The total amount of vacation pay due each employee, irrespective of whether one week or two weeks vacation is granted to such employee, shall be based on his length of continuous service with the Company and shall be computed as set out in the table below:

COMPUTATION OF VACATION PAY TABLE

<u>Length of employee's continuous service with the Company computed as of June 30th of the year concerned</u>	<u>Rate of Vacation Pay</u>	
Less than one (1) year	2% of the employee's total earnings for work performed for the Company during the 12 months preceding the last pay period of June of the year concerned, less any indemnity such employee may have received during those 12 months under paragraph (d) of this Article.	
One (1) year or over but less than two (2) years -	2.4%	ditto
Two (2) years or over but less than three (3) years -	2.8%	ditto
Three (3) years or over but less than four (4) years -	3.2%	ditto
Four (4) years or over but less than five (5) years -	3.6%	ditto
Five (5) years or over but less than fifteen (15) years -	4%	ditto
Fifteen (15) years or over but less than twenty-five (25) years -	5%	ditto
Twenty-five (25) years or over -	6%	ditto

g) Vacation pay due each employee in accordance with the "Computation of Vacation Pay Table " shall be paid as follows:

- (i) 2% at the commencement of the employee's first week's vacation,
- (ii) Any vacation pay in excess of 2% due to an employee shall be paid,
 - (1) At the commencement of the employee's second week's vacation if and when such a vacation is granted by the Company; or
 - (2) On the last pay day prior to December 25, 1953 or 1954 as the case may be, if a second week's vacation is not granted to the employee by the Company.

d) Any employee, who having completed one year or more continuous service with the Company but less than five years and who leaves his employ or is discharged for any reason other than gross breach of duty or discipline, shall receive an indemnity of two (2) per cent of his total earnings during the period between the date he leaves and the last pay period of the preceding June.

Any employee, who having completed five years or more continuous service with the Company but less than fifteen years and who leaves his employ or is discharged for any reason other than gross breach of duty or discipline, shall receive an indemnity of four (4) per cent of his total earnings during the period between the date he leaves and the last pay period of the preceding June.

Any employee, who having completed fifteen years or more continuous service with the Company but less than twenty-five years and who leaves his employ or is discharged for any reason other than gross breach of duty or discipline, shall receive an indemnity of five (5) per cent of his total earnings during the period between the date he leaves and the last pay period of the preceding June.

Any employee, who having completed twenty-five years or more continuous service with the Company and who leaves his employ or is discharged for any reason other than gross breach of duty or discipline, shall receive an indemnity of six (6) per cent of his total earnings during the period between the date he leaves and the last pay period of the preceding June.

e) The number of years of continuous service used in reckoning the rate of vacation pay to which an employee is entitled should be computed as of June 30th of the year concerned.

ARTICLE 17:

For the duration of this Agreement the Company, upon receipt of a written authorization, voluntarily signed by an employee on Form "A" as hereto attached, shall, while such authorization is in effect, deduct from the pay due such employee on the last pay day of each calendar month the sum of \$2.00, which deduction represents the employee's monthly Union dues. Such authorization may be revoked by the employee only by notice in writing, according to Form "B" as hereto attached, given by him to the Company not later than 30 days nor earlier than 60 days before the date of expiration of the term of the present Collective Labour Agreement. Revocation shall take effect only at the date of expiration of this Agreement.

All dues collected by the Company will be remitted to the Treasurer of the Union.

Form "A"

_____ Date

I, the undersigned, authorize Dominion Textile Company Limited to deduct from my Union dues, the sum of \$2.00 from my pay on the last pay day of each calendar month and to remit this money to the Treasurer of the National Union of Operating Engineers of Canada, Local No. 8, Magog, P.Q. This authorization shall take effect on the seventh day following the date the Company receives it. I recognize that this authorization may be revoked by me only in accordance with the terms of the Collective Labour Agreement in force between said Company and said Union at such time as I may desire to make a revocation.

_____ Witness

_____ Employee

Form "B"

_____ Date

I, the undersigned, hereby revoke all authorizations given by me to Dominion Textile Company Limited at any time previous to this date to deduct from my pay my Union dues and to remit same to the Treasurer of the National Union of Operating Engineers of Canada, Local No. 8, Magog, P.Q., and I request that no further deductions be made from my pay for the said dues.

_____ Witness

_____ Employee

ARTICLE 18 : PLAN OF GROUP INSURANCE

The Company agrees to continue a Plan of Group Insurance to cover employees, such plan of Group Insurance being that Plan described in the letter dated March 2, 1953 written in duplicate by the Company to the Union and acknowledged and agreed to by the Union.

ARTICLE 19 : DURATION AGREEMENT

This Agreement shall be in force for a period of two (2) years commencing on the 13th day of February 1955.

IN WITNESS WHEREOF the parties hereto have executed an original and seven copies hereof at Magog, Quebec, as of the 2nd day of March 1953.

DOMINION TEXTILE COMPANY LIMITED

Unreadable
Manager, Magog Division

THE NATIONAL UNION OF OPERATING
ENGINEERS OF CANADA-LOCAL NO. 8

Ed. S. Martin
President

Victor A. Bawnes
Secretary-Treasurer

B. Dessureault
Business Agent - NATIONAL UNION
OF OPERATING ENGINEERS OF
CANADA.

SCHEDULE "A"

WAGE RATES

<u>Occupation</u>	<u>Regular Rate Per Hour</u>
Senior Boiler Operators (Boiler Operators)	\$1.31
Steam Turbine Operators	1.26
Junior Boiler Operators (Boiler Room Men)	1.20
Boiler Room Helpers	1.02

Magog May 21 1952.

National Union Of Operating
Engineers of Canada.
Local No. 8
Magog P.Q.

Attention Mr. Edouard St. Martin.

Dear Sirs:

During the negotiation sessions at Montreal and Magog which resulted in the new Collective Labour Agreement to be in force for the year commencing February 13, 1952 your Union and this Company also discussed and agreed that the general Plant of Group Insurance covered by our letter dated February 10, 1950 until the date the Collective Labour Agreement signed as of May 21 1952 between your Union and this Company terminates. The Plan is as follows:

- (a) The Company will maintain a Plant of Group Insurance for the benefit of the employees enumerated in Schedule "A" of the Collective Labour Agreement signed as of May 21, 1952 between your Union and this Company. This Plan will continue to be administered by recognized insurance companies and/or association. The following schedule of insurance will be provided:

1 Life Insurance	\$500. 00
2 Weekly Sickness and Accident Benefit	15.00 per week 3.50 per day
3 Daily Hospital Benefit	special schedule up to \$200.00 maximum under the Quebec Hospital Service Association (Blue Cross.)
4 Surgical Benefits.	

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National Union of Operating.
Engineers of Canada.

- 5) Special Hospital Services - as per the Quebec Hospital Service Association (Blue Cross Standard Ward. Accommodation Plan.
- b) An employee shall not be entitled to the benefits of the above Plan unless he has six months' continuous service with the Company.

Benefits 3,4, and 5 above will apply in respect of dependents of all eligible employees. The term "dependent" includes only (1) the employee's wife, (2) the unmarried children over fourteen (14) days and under nineteen (19) years of age of a male employee or of a widowed female employee. However any such person who is an employee of the Company or who resides outside the Province of Quebec is not included in the term "dependent."

An employee who wishes to participate in the above Plan must voluntarily contribute thirty-one cents (31¢) per week by way of payroll deductions. All other costs will be borne by the Company and details of the Plan, as stated by the Insurance Companies and / or Association will be outlined in a booklet to be distributed to employees.

- (c) The Company will continue the Plan presently in force until the date the Collective Labour Agreement signed as of May 2nd 1952 between your Union and the Company terminates.

If you agree that the foregoing properly sets forth the agreement reached between us with respect to Group Insurance, would you kindly sign the enclosed duplicate and return it to us for our file.

Yours very truly.

DOMINION TEXTILE COMPANY LIMITED.

T.W. Dubé.
Manager Magog Division

WEG: LL

ACCEPTED

National Union of Operating Engineers of Canada,
Local No. 8

Ed. St. Martin
President

Victor A Brnes
Secretary Treasurer.-