

57-419 ADMINISTRATIVE CO. OF CANADA

Arvida.

1949-50-47

Microfilm

RENOUVELLEMENT
de la
CONVENTION COLLECTIVE DE TRAVAIL.

E N T R E

SIMONDS CANADA ABRASIVE COMPANY LIMITED, corps politique et incorporé en vertu des lois de la Puissance du Canada et ayant son bureau en la cité d'Arvida, comté de Chicoutimi, Province de Québec, ci-après appelée "La Compagnie."

ET

THE CHEMICAL WORKERS UNION, jusqu'ici connue sous le nom de l'UNION INTERNATIONALE DES EMPLOYES DE L'ABRASIVE, affiliée à la Fédération Américaine du Travail, charte No. 23737, ayant un bureau en la Cité d'Arvida, comté de Chicoutimi, Province de Québec, ci-après appelée "L'Union."

ATTENDU que la Compagnie et l'Union ont signé une Convention Collective de Travail le 13 janvier 1945, laquelle Convention Collective de Travail a été dûment renouvelée le 28 décembre 1945 et le 28 décembre 1946.

ATTENDU que la compagnie et l'Union désirent renouveler cette Convention Collective de Travail, avec certaines modifications additionnelles, et,

ATTENDU que M. Philip Cutler, directeur régional de la Fédération Américaine du Travail, M. Emile Dufresne, président de l'Union et M. Willie McRae, secrétaire de l'Union, sont dûment autorisés à signer le dit renouvellement de la Convention Collective;

A CES CAUSES la Compagnie et l'Union, et sa qualité d'agent négociateur accrédité, conviennent mutuellement ce qui suit:

ARTICLE 1

La Convention Collective de Travail signée par la Compagnie et l'Union le 13 janvier 1945 et renouvelée avec certaines modifications le 28 décembre 1945 et le 28 décembre 1946, est de nouveau, renouvelée, avec les modifications suivantes:

1. Les mots "à compter du 1er janvier 1947" dans la première phrase du paragraphe 1 de l'Article III sont remplacés par les mots "à compter du 1er janvier 1948."
2. Les mots "au moins trente jours" dans la seconde phrase du paragraphe 1 de l'Article III sont remplacés par les mots "Au moins soixante jours".
3. Les mots "à huit heures a.m., le jeudi matin" dans la seconde phrase du paragraphe 1 de l'article VI sont remplacés par les mots "à huit heures a.m., le lundi matin."

4.- Le paragraphe No. 2 de l'Article VI est remplacé par le suivant:

2. Les jours suivants et tous autres jours de congé officiellement célébrés et approuvés par la Compagnie seront jours de congé reconnus comme tels:

LE JOUR DE L'AN
L'ASCENSION
LA FETE DU TRAVAIL
LA TOUSSAINT
L'IMMACULEE CONCEPTION
NOEL

L'Ascension, la Fête du Travail et la Toussaint seront des jours de congé payés et les employés qui seront appelés à travailler ces jours la recevront temps double.

5.- Les mots " En calculant les heures de travail d'un employé par rapport au temps supplémentaires, " dans la première phrase du paragraphe 2 de l'Article VII sont remplacés par les mots: "En calculant les heures hebdomadaires de travail d'un employé par rapport au temps supplémentaire."

6. Le paragraphe 1 de l'Article XIII est remplacé par le suivant:

1. La Compagnie déduira des salaires le montant des contributions de membre de l'Union pourvu que dans chaque cas demande en soit faite par écrit à la Compagnie par l'employé intéressé. Il est entendu que toute autorisation de ce genre sera volontaire de la part de l'employé et ne pourra être annulé, sauf sur un avis écrit à la Compagnie émanant de l'employé concerné, donné dans les quinze jours qui précéderont immédiatement la date de terminaison de cette convention et, dans ce cas, l'avis d'annulation prendra effet à la date de terminaison de cette convention.

7. L'Article XVII de la Convention Collective est abrogé

8. L'appendice 1 intitulé "Cédule des Taux Horaires" est remplacé par l'Appendice 1 annexé aux présentes.

ARTICLE 11.

Les modifications mentionnées ci-dessus prendront effet le 1er janvier 1948.

EN FOI DE QUOI, les parties à cette convention par l'entremise de leurs représentants dûment autorisés, et les agents négociateurs accrédités, ont apposé leur signature ce vingt-neuvième jour de décembre 1947.

THE CHEMICAL WORKERS UNION,
AFFILIEE A LA FEDERATION
AMERICAINE DU TRAVAIL

Par: L.-H. Cutler

E. Dufresne.

W. H. Rae

SIMONDS CANADA ABRASIVE
COMPANY LIMITED.

Par: W.-J. Thomson

J.-J. McLean.

APPENDICE 1

CECULE DES TAUX HORAIRES.

GENERAL LABOUR	.82 - .87 par heure.
SERVICE LABOUR	.89 - .92 " "
MIX HEAD	1.04 - 1.08 " "
HELPER	.90 - .93 " "
FURNACE HEAD	1.05 - 1.08 " "
FEEDER No. 1	1.00 - 1.03 " "
" No. 2	.95 - .98 " "
WHEELER	.89 - .92 " "
BOTTOM REPAIRS	.99 - 1.02 " "
BOTTOM HELPER	.94 - .97 " "
SAMPLER	.92 " "
CRAB	.97 - 1.02 " "
FOBE HEAD	1.06 - 1.12 " "
HELPER	.97 - 1.02 " "
WELDER	1.03 - 1.07 " "
ELECTRICIAN HEAD	1.06 - 1.12 " "
" HELPER	.97 - 1.02 " "
MILLWRIGHT	1.02 " "
CRUSHER HEAD	1.07 " "
" HELPER	.90 - .93 " "
FEEDER	.92 - .95 " "
CARPENTER	1.03 - 1.07 " "
DRIVER	.89 - .92 " "
JANITOR	.89 - .92 " "
PIECE WORKERS	\$11.00 per pig.

RENOUVELLEMENT

de la

CONVENTION COLLECTIVE DE TRAVAIL.-

ENTRE

ABRASIVE COMPANY OF CANADA, ARVIDA, LIMITED, dont le nom sera à compter du 1er janvier 1947 SIMONDS ABRASIVE COMPANY LIMITED, corps politique et incorporé en vertu des lois de la Puissance du Canada et ayant son bureau en la cité d'Arvida, comté de Chicoutimi, Province de Québec, ci-après appelée "La Compagnie."

ET

THE CHEMICAL WORKERS UNION, jusqu'ici connue sous le nom de l'Union INTERNATIONALE DES EMPLOYES DE L'ABRASIVE, affiliée à la Fédération Américaine du Travail, charge No 23737, ayant un bureau en la cité d'Arvida, comté de Chicoutimi, Province de Québec, ci-après appelée "l'Union".

ATTENDU que la Compagnie et l'Union ont signé une Convention Collective de Travail le 13 janvier 1945, laquelle Convention Collective de Travail a été d'abord renouvelée le 28 décembre 1945;

ATTENDU que la Compagnie et l'Union désirent renouveler cette Convention Collective de Travail, avec certaines modifications additionnelles, et,

ATTENDU que M. Lucien Tremblay, organisateur de la Fédération Américaine du Travail, M. Emile Dufresne, président de l'Union et M. Willie McRae, secrétaire de l'Union, sont dûment autorisés à signer ledit renouvellement de la Convention Collective de Travail.

A CES CAUSES la compagnie et l'Union, en sa qualité d'agent négociateur accrédité, conviennent mutuellement ce qui suit:

ARTICLE 1.

La Convention Collective de Travail signée par la Compagnie et l'Union le 13 janvier 1945 et renouvelée avec certaines modifications le 28 décembre 1945, est de nouveau renouvelée, avec les modifications suivantes:

1. Les mots "à compter du 13 janvier 1946" dans la première phrase du paragraphe 1 de l'Article III sont remplacés par les mots "à compter du 1er janvier 1947."

2. L'appendice 1 intitulé "Cédule des Taux Horaires" est remplacé par l'Appendice 1 annexé aux présentes.

3. l'Article XII est remplacé par le suivant:

ARTICLE XII

CONGE ANNUEL.

1. La Compagnie accordera à ses employés régis par cette Convention Collective de Travail un congé annuel continu et payé, aux conditions et

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de la manière établie par l'Ordonnance No. 3 Revisés, de la Commission du Salaire Minimum approuvée par l'Arrêté en Conseil No 3575, du 3 septembre 1946.

2. La durée de ce congé annuel continu et payé sera:

a) De deux semaines, pour tout employé ayant cinq ans ou plus de service continu à l'emploi de la Compagnie.

b) D'une semaine, pour tout employé ayant de un à cinq ans de service continu à l'emploi de la Compagnie;

c) D'autant de demi-jours qu'un employé aura de mois de calendrier de service continu à l'emploi de la Compagnie, pour tout employé n'ayant pas complété une année de service à l'emploi de la Compagnie.

4. L'Appendice 11, intitulé "Conseil National du Travail en Temps de Guerre Conclusion et Directive" est biffé.

5. L'Article XVII se lisant comme suit est ajouté à la Convention Collective de Travail.

ARTICLE XVII.

CONVENTION SPECIALE.

En considération du fait qu'une augmentation générale de salaire de dix cents de l'heure a été accordée le 19 septembre 1946 par la Compagnie à ses employés, et aussi que les taux de salaires stipulés à l'Appendice 1 de cette Convention Collective de Travail constituent une nouvelle augmentation de salaire de cinq cents de l'heure. l'Union convient spécialement par les présentes de ne faire aucune demande à l'effet de modifier cette Convention Collective de Travail de quelque manière que ce soit, et particulièrement quant aux salaires, avant l'expiration du terme ^{fixé} pour la durée de cette Convention.

ARTICLE 11

Les modifications mentionnées ci-dessus prendront effet le 1er janvier 1947.

EN FOI DE QUOI, les parties à cette convention par l'entremise de leurs représentants dûment autorisés, et les agents négociateurs accrédités, ont apposé leur signature ce vingt-huitième jour de décembre 1946.

THE CHEMICAL WORKERS UNION,
AFFILIEE A LA FEDERATION
AMERICAINE DU TRAVAIL.

Par:

(SIGNE) L. Tremblay.

(SIGNE) E. DUFRESNE

(SIGNE) Willie McRae.

ABRASIVE COMPANY OF CANADA,
ARVIDA, LIMITED.

Par:

(SIGNE) W.J. Thomson.

A P P E N D I C E - 1 -

1. LABOUR.-		
	General Service	.70 -.75 de 1 ^h heure
	Service	.77--.80 "
2. MIX DEPT.-		
	Head	.88-.96 de 1 ^h heure
	Helper	.76-.81 "
3. FURNACE DEPT.-		
	Head	.91-.96 de 1 ^h heure
	No. 1 Feeder	.86-.91 "
	No. 2 Feeder	.81-.86 "
	Wheeler	.75-.80 "
	Bottom Repair Man	.83-.88 "
4. SAMPLER		.80 de 1 ^h heure.
5. CRANEMAN		.83-.90 de 1 ^h heure.
6. FORCE.		
	Head	.88 1.00 de 1 ^h heure.
	Helper	.80 .90 "
7. ELECTRICAL		
	Head	.88 1.00 de 1 ^h heure.
	Helper	.80 .90 "
8. MECHANIC		
	Head	.88 1.00 de 1 ^h heure.
	Helper	.80 .90 "
9. WELDER		.88 .95 "
10. CARPENTER		.88 .95 "
11. DRIVER		.75 .80 "
12. JANITOR		.75 .80 "

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Unreadable
 Procureur de Abrasive
 Company of Canada, Arvida,
 Limited.-

RENEWAL

of the

COLLECTIVE LABOUR AGREEMENT.-

B E T W E E N

ABRASIVE COMPANY OF CANADA, ARVIDA, LIMITED, a corporation organized and existing under the laws of the Dominion of Canada, and having its office in the City of Arvida, County of Chicoutimi, Province of Quebec, hereinafter called the "Company".

AND

THE INTERNATIONAL UNION OF ABRASIVE EMPLOYEES, affiliated to the American Federation of Labour, through Charter Number 23737, having an office in the City of Arvida, County of Chicoutimi, Province of Quebec, hereinafter called the "Union".

WHEREAS the Company and the Union have signed a Collective Labour Agreement on the 13th January 1945, and

WHEREAS the Company and the Union, desire to renew the said Collective Labour Agreement, with certain modifications;

NOW THEREFORE, the Company and the Union, as the present bargaining agent, for and in consideration of the covenants hereinafter set forth, mutually agree as follows:

ARTICLE 1

The Collective Labour Agreement signed by the Company and the Union on the 13th January 1945 is hereby renewed, with the following modification:

1. The Words "From the date of the signature thereof" in the first sentence of paragraph 1 of Article III are replaced by the words "from the 13th January 1946"

2. Appendix 1, titled "Classification of Labour Rates" is replaced by the Appendix 1 annexed hereto.

ARTICLE II.

The modifications hereinabove set forth shall come into effect on the 10th January 1946.

IN WITNESS WHEREOF the parties hereto, through their authorized representatives, and the certified bargaining representatives, have affixed their signatures hereunder on this twenty-eight day of December 1945.

THE INTERNATIONAL UNION OF
Abrasive employees, Affiliated
TO THE AMERICAN FEDERATION OF
LABOUR

Per:-

(SIGNED) LUCIEN TREMBLAY F.A.T.

(SIGNED) C.E. TREMBLAY

Certified true copy
ABRASIVE COMPANY OF CANADA
ARVIDA, LIMITED, PER

"UNREADABLE SIGNATURE."

Attorney

ABRASIVE COMPANY OF
CANADA, ARVIDA, LIMITED.

Per:-

(SIGNED) W.J. Thomson.

(SIGNED) ROLAND MARCOTTE.

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APPENDIX 1

CLASSIFICATION OF LABOUR RATES.

1.	GENERAL LABOUR	
	(a) Unskilled (Hiring)	.58¢
	(b) Semiskilled	.62-65¢
	(c) Service, Special	.65-68¢
	(d) Leader	.70-75¢
2.	MIX DEPARTMENT	
	(a) Head	.73-81¢
	(b) Helper	.61-66¢
3.	FURNACE DEPARTMENT	
	(a) Head	.76-81¢
	(b) Feeder	.66-71¢
	(c) Wheeler	.60-65¢
	(d) Botton repairman	.68-73¢
	(e) Special	.60-68¢
4.	DISCHARGING	.58-63¢
5.	CRANE	.68-75¢
6.	MAINTENANCE	.73-85¢
	Mach. Shop	.73-85¢
	Electricals	.73-85¢
	Millwrights	.73-85¢

COLLECTIVE LABOUR AGREEMENT

BETWEEN

ABRASIVE COMPANY OF CANADA, ARVIDA, LIMITED,
a corporation organized and existing under
the laws of the Dominion of Canada, and having
its office in the City of Arvida, County of
Chicoutimi, Province, of Quebec, hereinafter
called the "Company."

AND

THE INTERNATIONAL UNION OF ABRASIVE EMPLOYEES,
affiliated to the American Federation of Labour,
through Charter Number 23737, having an office
in the City of Arvida, Country of Chicoutimi,
Province of Quebec, hereinafter called the "Union"

WHEREAS the Company is doing **business** in the
County of Chicoutimi; and

WHEREAS the Union and Messrs Jean Louis Black-
burn, Roger Tremblay, A Fortin, Ferdinand Boger, Willie McGrae,
Lucien Gilbert, Joseph Michaud, Charles Bergeron et Ph. Cutler
have been certified as of the 22nd day of September, 1944 by the War-
time Labour Relations Board as bargaining representatives for all
employees mentioned in Article 11 hereinafter; and

WHEREAS employment by the Company is open to anyone,
even though not a member of the Union or any other organization;
and

WHEREAS the Union is authorized and able to make an
Agreement binding all of its members; and

WHEREAS the Union **desires** to make an Agreement with
the Company; and

Whereas the Company is willing to make an Agreement with
the Union and apply the terms of said Agreement to all its employees
covered by the Agreement.

NOW, THEREFORE, the Company and the Union, as the pre-
sent bargaining agent, for and in consideration of the covenants he-
reinafter set forth, mutually agree that:

ARTICLE 1.

PURPOSES OF AGREEMENT.

1. The general purpose of this Agreement is to provide for
full and harmonious relations between the Company and its employees,
for the development and realization of maximum production and efficien-
cy, for the establishment of stability in the post-war period and to
fix a basis for permanent future relations satisfactory to both the
Company and its employees, the whole with a **view** to developing a spi-
rit of cooperation and mutual confidence which will remove the possi-
bility and disputes between the Company and its employees which might
be unless and costly.

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2. It is recognized by this Agreement that it is the duty of the Company and its aforesaid employees as represented by the Union, to co-operate in every way for the mutual benefit of the said employees and the Company and particularly in carrying out the terms of this Agreement.

ARTICLE II

APPLICATION OF AGREEMENT.

This Agreement shall apply to all of the Company's employees at its Arvida plant, with the exception of office and laboratory employees, foremen, guards, watchmen and gatemen.

ARTICLE III.

TERM OF AGREEMENT.

1. This Agreement shall remain in force for a period of twelve months from the date of the signature thereof and from year to year thereafter subject to termination by either party on any expiration date on thirty days written notice given prior to such expiration date. Either party desiring any change in this Agreement at the expiration of same shall give to the other party thirty days notice in writing prior to such expiration that a change is desired stating the nature of such change to the other party, otherwise this Agreement shall remain in force for another year.

2. If due notice has been served by either party that they wish to alter this Agreement before renewal of same, and due to unavoidable circumstances discussions are not concluded until some time after the regular renewal date, there will be no suspension or stoppage of work during this discussion period.

ARTICLE IV

UNION ACTIVITIES.

1. Neither the Company nor the Union shall coerce of Force, directly or indirectly, any of the Company's employees to join or not to join any lawfull association or organization

2. There shall be no Union activities solicitation of membership, collection of dues or other collections except as hereinafter provided on company's premises, except such time as necessary in the handling of grievances and enforcement of this Agreement.

ARTICLE V.

MANAGEMENT AND OPERATION VESTED IN COMPANY.

The Union, on behalf of the employees, declares that it recognizes that matters of administration and management of the Company, including, without limiting the generality of the foregoing, methods of operation and choice of material are, as heretofore, vested solely and exclusively in the Company and that the Company has the right, through its officers, super-

intendants, foremen or duly appointed representatives to organize and supervise the work to be performed by the employees, to direct them in the course of their work, to maintain discipline and to engage, to promote, to demote and to dismiss employees for good reason, including the possible economic necessity of curtailing production. Nothing in this Agreement shall be interpreted as limiting the Company in any way in the exercise of the regular and customary functions of management.

Article VI.

WORKING TIME AND HOLIDAYS

1. The standard working week shall be forty-eight hours in six days and the standard working day shall be eight hours. The standard starting time in computing the week's work shall be at eight A.M. Thursday morning unless and until otherwise mutually agreed upon between the Company and the Union. However, as regards employees engaged in continuous shift work where normal shift changes require a greater or lesser number of hours, the standard working week shall be based and patterned on an average of forty-eight hours for such period as may be required to balance equitably the rotation of such shifts and the starting time of such shifts may vary due to the rotation thereof.

2. The following, and any other officially celebrated holidays as approved by the Company, shall be observed as recognized holidays:

New Year's Day
Ascension Day
St. John the Baptist
All Saint's Day
Labour Day
Christmas Day

3. A standard working week shall normally be forty-eight hours, as above mentioned, but shall be reduced by eight hours for every recognized holiday falling within any given week. The standard working week however, for those engaged on continuous shift work shall not be reduced for recognized holidays.

ARTICLE VII

OVERTIME AND APPROVED ABSENCE.

1. Time and one half shall be paid for time worked in excess of the standard daily and weekly working hours so long as daily overtime does not conflict with weekly overtime rates and so long as absenteeism is observed according to the following paragraph.

2. In determining the hours worked by an employee for overtime purposes, as set forth in the preceding paragraph, allowance shall be made for approved absence. An approved absence is defined as follows: Absence due to lay-off by the Company

to annual vacation, to suspension for disciplinary reasons, to non-employment by the Company due to engagement after the commencement of a regular pay week, or to separation before the end of a regular pay week, to bona fide personal illness or other unavoidable absence for reasons beyond the control of the employee and acceptable to the Company.

3. Any overtime shall be divided as equitably as practical from an operating standpoint, among employees performing a similar class of work.

ARTICLE VIII.-

MEETINGS OF COMPANY AND UNION

The Company agrees that a Committee of three authorized representatives of the Union, who must be employees of the Company working at its plant in Arvida, shall have a conference with the Manager of the Company, or his duly authorized representative at least **once** a month to consider matters of mutual interest not already settled by this Agreement. The conference will take place on the first Thursday of each month at ten A.M., at the office of the Company. The Committee of Union representatives shall have full freedom to bring forward any complaints or suggestions without fear that the interests of any member of the said Committee of Union representatives, or any employee of the Company may be prejudicially affected by such action.

ARTICLE IX

ADJUSTMENT OF COMPLAINTS.

1. Any employee (or former employee within three days of his discharge or lay-off) having what he considers just cause for complaint may present his case for investigation and consideration with or without the assistance of a fellow-worker in his department, or of a representative of the Union, by strictly following the procedure outlined below:

(a) The foreman should first be consulted, and then, if necessary, the superintendent:

(b) Failing satisfactory solution within twenty-four hours, the case may be presented in writing to the Manager or his representative;

(c) In cases involving violation or interpretation of this agreement which **may** not have been settled satisfactorily up to this point, the Union through one of its officers, and the Company through its manager, or his representative, shall as a next **step** endeavour to settle the case amicably;

(d) Should the Union and the Company fail to reach an amicable settlement within a week following joint consideration of a case involving violation or interpretation of this agreement, the Union and the Company will each appoint one representative and shall attempt to agree on a third member who will act as Chairman on this board of three. Should they fail to agree on the choice of the Chairman, he will be appointed by the Federal Minister of Labour. Decisions of this board will be final for each party.

2. The Company recognizes the right of any employee to request a hearing with any one of its officers, up to and including the manager. These officers reserve the right to refuse such hearing if the employee has not followed the above mentioned procedure.

ARTICLE X

PROMOTIONS AND LAY-OFFS

1. Among employees equally fit and qualified the employee having the longest continuous service record with the Company shall receive first consideration in decisions regarding promotion, lay-off and restoration of employment after such lay-off. The matter of relative qualifications and fitness is expressly reserved to the Company whose decision shall be final.

2. Nothing in this Agreement shall be interpreted as a guarantee of work to any employee in case of curtailment of operations involving a general or partial lay-off. In case of such lay-offs however the principles of ability and seniority set forth herein shall apply.

ARTICLE XI

WAGE RATES.

1. Appendix 1 of this Agreement, schedules the minimum and maximum hourly rates for the occupations and classes in effect on the date of the original signing of this Agreement. The Company agrees to pay and the Union agrees to accept such rates of pay during the term of this Agreement.

2. The Company shall have the privilege of employing workers incapacitated by reason of accident, infirmity or advanced age at a wage rate less than specified in the category concerned. Such inferior wage rate shall be determined by the Company.

ARTICLE XII.

VACATION OR ALLOWANCE.

1. In accordance with the Direction of the Regional War Labour Board, dated the 21st day of November 1944 but subject to the decision of the National War Labour Board on appeal therefrom, the Company shall grant six days vacation with pay after one year's service and one additional day for each subsequent year up to a maximum of twelve days. All vacations shall take place between the 1st May and 1st October on dates to be determined by the Company with due consideration of plant operating conditions and length of service.

2. The rate of vacation pay shall be the rate for the standard working week of forty-eight hours at straight time rates immediately prior to such vacation, provided that employees working on an incentive plan or regularly working at different rates shall receive the average standard working week's earnings based on the three months immediately preceding such vacation.

3. A vacation allowance, based on the above vacation rates, may be substituted in whole or in

part for the vacation or part thereof to which an employee may be entitled if, in the opinion of the Company, the granting of such vacation during war emergency interferes with production.

ARTICLE XIII

UNION DUES AND COLLECTIONS

1. The Company shall deduct Union dues from wages provided in each case that request in writing be made to the Company by the employee concerned. It is understood that any authorization for such payroll deduction shall be voluntary on the part of such employee and shall be subject to cancellation at any time upon written notice to the Company by such individual employee.

2. No collection shall be made in the plant, except as approved by the management.

ARTICLE XIV

DISCIPLINE

The Union agrees to co-operate with the Company as regards discipline, and will make every effort to combat the following misdemeanours and to support the Company's action in the treatment of same:-

- (a) Theft, or malicious damage resulting in the loss or injury to the Company's property or to workmen;
- (b) Carrying hidden firearms, quarrels or injuries to anyone, or drinking or drunkenness in any department of the Company during working hours;
- (c) Possession of intoxicating liquors on the Company's premises during working hours;
- (d) Insubordination, negligence or refusal to do assigned work, or the use of blasphemous or libellous language against work companions or the management of the Company;
- (e) Absence from work without notifying the foreman, except in the case of sickness or something beyond the control of the workman of which the Company may ask proof, which should be promptly given;
- (f) Wilful negligence in the care of the Company's property.
- (g) Contagious diseases that might endanger the health of fellow workmen;
- (h) Card playing, raffles gambling etc., in any department of the Company during working hours;
- (i) Violation of safety regulations,

all of which, depending on degree of seriousness of the offence may constitute just cause for dismissal. In the determination of the seriousness of these offences, the Company shall be sole judge.

ARTICLE XV

INTERRUPTION OF WORK

It is agreed that there shall be no strikes, slow-downs, walk-outs, lock-outs or other similar interruptions of work during the period of this Agreement. A violation of this clause shall not void this Agreement but the person or group of persons who have committed such violations shall automatically be suspended and dismissed in accordance with the Provisions of the then applicable laws and regulations.

ARTICLE XVI

LAWS AND REGULATIONS.

1. Nothing herein shall be construed as a waiver of any rights or obligations of the Company or of any employee or of the Union under any present or future applicable Federal or Provincial law or regulation.
2. Any provision of this Agreement which would or may come into conflict with the present or future provisions of Federal or Provincial laws shall automatically be or become null and void.

IN WITNESS WHEREOF the parties hereto, through their authorized representatives, and the certified bargaining representatives, have affixed their signatures hereunder on this thirteen day of January 1945.-

THE INTERNATIONAL UNION OF
ABRASIVE EMPLOYEES, AFFILIATED
TO THE AMERICAN FEDERATION OF
LABOUR

ABRASIVE COMPANY OF
CANADA, ARVIDA,
LIMITED.

Per:-

Per :-

(SIGNED) Jean Louis Blackburn

(SIGNED) R.H. White, Manager

(SIGNED) Willie McRae

(SIGNED) W.J. Thomson Asst. Mgr.

(SIGNED) Ph. Cutler, A.F. of L. Rep.

A P P E N D I X

-1-

CLASSIFICATION OF LABOUR RATES.

1. GENERAL LABOUR	
a Unskilled (hiring)	.55
b Semi skilled	.58-.60
c Service, special	.63
2. MIX DEPT	
a Head	.71-.76
b Helper	.63-.66
c Labour	.58-.61
3. FURNACE DEPT.	
a Head	.76-.81
b Feeders	.66-.71
c Service	.68-.73
d Not change (Helper)	.55-.63
4. DISCHARGING	
a Sorters	.63
b Helpers	.58-.61
5. CRANE	
Operator	.68-.73
6. MAINTENANCE	
Millwright- machinist	.73-.83
Blacksmith- welder	
Electrician	
7. LEADERS	
Second class	.68-.75
First class	.76-.83
8. FOREMEN	
Shift	.85-.88
Labour	.98
Mechanic	.85-.95
NOT CLASSIFIED	
Minors Under 18 yrs.	.52