

Q.F. 676

ELIOTT BROTHERS CO. LTD.

Q.F. 676

Microfilmē

676-
MEMORANDUM OF AGREEMENT

Memorandum of Agreement, made and entered into this 8th day of September, 1955 between The Flintkote Company of Canada Limited, Ville St. Pierre, Province of Quebec, Plant and Union Federale des Ouvriers de Produits de Construction, Local 318, Trades and Labor Congress of Canada.

It is agreed that the principal Agreement made and entered into between the parties on the 8th day of September, 1954 shall be amended as of September 12, 1955 to provide as follows:

1. Paragraph (A) of Article XI - Rates of Pay, providing as follows:

"The rates of pay for each job classification to be effective September 12, 1954 and October 10, 1954, and for the remainder of the term of this Agreement are attached hereto as Schedule "A".

shall be stricken from the principal Agreement and shall be substituted therefor by the following:

"The rates of pay for each job classification to be effective September 12, 1955 and for the remainder of the term of this Agreement are attached as Schedule "B".

Schedule "B" shall reflect a general wage increase of five cents (\$0.05) per hour, effective September 12, 1955.

It is understood and agreed that the aforementioned general wage increase fully satisfies the reopening provisions contained in Article XXIII, Paragraph 1 of the principal Agreement between the parties made and entered into the 8th day of September, 1954.

All other terms and conditions of said principal Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed the day and year first above written.

UNION FEDERALE DES OUVRIERS DE PRODUITS
DE CONSTRUCTION, LOCAL 381, TRADES AND
LABOR CONGRESS OF CANADA.

Henri Lebeuf Prés.

Rodrigue Brosseau Sec.

S.H. Andrews

Victor Trudeau
Representative of the Trades and Labor
Congress of Canada.

THE FLINTKOTE COMPANY OF CANADA
LIMITED

Unreadable
Vice President

J.N. Martin
Plant Manager

Microfilmé

SCHEDULE "B"

THE FLINTKOTE COMPANY OF CANADA LIMITED

VILLE ST. PIERRE, MONTREAL PLANT

<u>JOB TITLE</u>	<u>HOURLY RATE EFFECTIVE SEPTEMBER 12, 1955</u>
Colas Mill Operator	\$1.58
Mechanic and Utility Fireman	1.52
Firemen	1.52
Assistant Colas Mill Operator	1.45#
Mixer Operators	1.40
Lift Truck Operator	1.40
Colas Yard Leadman	1.39
Labor "A"	1.31
Janitor	1.19
Labor "B"	1.13
Drum Reconditioning	.08 premium ##
Cleaning Inside of Tank Cars	.10 premium ###

After the incumbent is sufficiently qualified to perform the job alone, provided, however, that the job rate must be granted within 4 weeks.

0.08 per hour premium for time worked reconditioning drums.

0.10 per hour premium for time worked inside of tank cars.

Every new employee shall be hired at a rate of four (\$0.04) cents per hour lower than the regular job rate and remain at that lower rate until Management, the regular job rate must be given within four (4) weeks.

Collective Agreement made and entered into this 8th day of September 1954.

BETWEEN; The Ville St-Pierre, Province of Quebec, Plant of the Flintkote Company of Canada Limited(hereinafter called the "Company")PARTY OF THE FIRST PART.

And: Union Federale des Ouvriers de Produits de Construction, Local 318, Trades and Labor Congress of Canada, represented for this purpose by a Committee formed of the Employees of the Ville St-Pierre, Province of Quebec, Plant of the Company, who have been duly elected by members of the Union (hereinafter called the "Union") PARTY OF THE SECOND PART.

PREAMBLE

It is the intent and purpose of the parties hereto that this agreement will promote and improve harmonious industrial and economic relationship between the members of the Union and the Company and to set forth herein the agreement between the Company and the Union, as to rates of pay, hours of work, and conditions of employment to be observed between the parties hereto.

ARTICLE I. INTERPRETATION

The term " Company" when used in this agreement, shall mean the Ville St-Pierre Province of Quebec, Plant of the Flintkote Company of Canada Limited, and the term "Union" shall mean Local 318, Union Fédérale des Ouvriers de Produits de Construction and the term " Employees" shall mean all the hourly paid employees of the Company at its Ville St-Pierre Plant.

ARTICLE II. RECOGNITION

The Union having been formally certified by the Quebec Labour Relations Board the 14th day of September, 1948, as bargaining representatives, is hereby recognized as the sole collective bargaining agency of the hourly paid employees of the Company at its Ville St-Pierre Plant, during the term of this agreement, or any renewal or extension thereof.

ARTICLE III- OPERATIONS OF PLANT

The plant shall be operated on every day and on the scheduled hours that the Company determines to operate it, providing it does not deny to the employees the stipulations contained in this agreement. The Union agrees to cooperate and help the Company in every way to maintain and develop proper operation of the plant.

ARTICLE IV- DISCRIMINATION

The Company will not interfere with the right of any employee to become a member of the Union. There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any employee because of membership in the Union. The Union agrees that no intimidation or coercion shall be practiced amongst the Company's employees in recruiting membership in the Union, or for other purposes and that there shall be no soliciting of membership, distribution of propaganda or the transaction of any business of the Union on Company's time except as is expressly authorized by this agreement.

19/4061

ARTICLE V- NO STRIKE CLAUSE

As this agreement provides for the amicable adjustment of any and all differences, disputes and grievance, the Union and those it represents agree that no strike, stoppage of slowdown, or work shall take place during the term of this contract, before all proceedings provided by existing regulations have been carried out in a manner to render such strike or stoppage of work legal, and then not until such strike has been authorized by a majority vote of all employees in a secret ballot supervised by the Department of Labour of the Province of Quebec. The Union undertakes to formally repudiate any strike nor so authorized.

ARTICLE VI- CHECK OFF

The Company, upon the written authorization of any employee, undertakes to collect the Union dues from the pay of the employee, once a month. This authority shall as a condition of employment be irrevocable for the life of the Agreement. It is also agreed that any employee may resign from the Union in the seven (7) days prior to the expiration of this agreement by a letter addressed to the Company and the Union. This written authorization shall be in the form of a card signed by the employee which shall read as follows:

"TRADES AND LABOR CONGRESS OF CANADA DUES DEDUCTION AUTHORIZATION".

I _____ an employee of the Ville St-Pierre Plant of the Flintkote Company of Canada Limited and a member of Local 318 of the Trades and Labor Congress of Canada hereby authorize the Company to deduct the sum of _____ from my first pay each calendar month during the term of the present collective labor agreement between the Company and the Union to remit the same to the Union Treasurer. The said amount being my monthly Union dues to Local 318. This authorization is as a condition of employment irrevocable for the life of the agreement. It is understood that if I wish I may resign from the Union in the (7) days prior to the expiration date of this agreement.

Dept _____

Clock _____

Employee

ARTICLE VII- WORK WEEK AND WORK DAY

(A) The work week shall start at 7.00 A.M. on Sunday and end of the following Sunday at 7.00 A.M. The work day shall start at 7.00 a.m. in the morning and end at 7.00 a.m. in the morning the next day.

(B) The normal work week for all employees covered by this agreement excepting "Firemen and "Watchmen" shall be forty-eight (48) hours.

Effective October 10, 1954, and for the duration of this agreement as outlined in Article XXIII hereof, the normal work week for all employees covered by this agreement except in "Firemen" and "Mechanic and Utility Fireman" shall be forty-four (44) hours.

(C) The normal work day for all employees except "Firemen" and Watchmen shall be ten (10) hours on Monday and nine and one-half (9½) hours Tuesday through Friday inclusive.

ARTICLE VII- WORK WEEK AND WORK DAY (Continued)

Effective October 10, 1954 and for the duration of this agreement as outlined in Article XXIII hereof, the normal work day for all employees except "Firemen" and "Mechanic and Utility Firemen" shall be nine (9) hours Monday through Thursday and eight (8) hours on Friday.

(D) The normal work week for "Firemen" shall consist of fifty-six (56) hours. The normal working day for "Firemen" shall be on a rotating basis Sunday through Saturday and shall consist of four (4) shifts of eight (8) hours and two (2) shifts of twelve (12) hours.

Effective October 10, 1954, and for the duration of this agreement as outlined in Article XXIII hereof, the normal work week for "Firemen" and "Mechanic and Utility Fireman" shall consist of forty-eight (48) hours. The normal working day for "Firemen" and "Mechanic and Utility Fireman" shall be on a rotating basis Sunday through Saturday and shall consist of six (6) shifts of eight (8) hours.

(E) Nothing in the foregoing is to be construed to indicate that the Company guarantees hours or days of work.

(F) Shift workers shall be paid five (\$0.05) cents per hour over the day shift rate for all hours worked on the second shift extending as follows:

- 7.00 p.m. Monday to 6.00 A.M. Tuesday and continuous beyond 6.00 a.m. Tuesday
- 7.00 P.M. Tuesday to 5.30 A.M. Wednesday)
- 7.00 P.M. Wednesday to 5.30 A.M. Thursday)
- 7.00 P.M. Thursday to 5.30 A.M. Friday
- 7.00 P.M. Friday to 5.30 A.M. Saturday and continuous hours beyond 5.30 A.M.
- 7.00 P.M. Saturday to 5.30 A.M. Sunday
- 7.00 P.M. Sunday to 5.30 A.M. Monday

No Shift day workers shall not receive the aforesaid shift premium for hours worked on their normal daily schedule, which extend into the second shift. Non-shift workers whose complete working schedules fall within these periods shall receive the shift premium.

ARTICLE VIII- OVERTIME

(A) Time and one-half shall be paid to all employees covered by this agreement excepting "Firemen and "Watchman" for all hours worked in excess of ten (10) on Monday and nine and one-half (9½) tuesday through Friday inclusive.

Effective October 10, 1954 and for the duration of this agreement as outlined in Article XXIII hereof, time and one-half shall be paid to all employees covered by this agreement excepting ("Firemen" and "Mechanic" and Utility Fireman" for all hours worked in excess of nine (9) Monday through Thursday and eight (8) on Friday.

(B) Time and one-half shall be paid to all employees covered by this agreement excepting "Fireman" and "Watchmen" for all hours worked in excess of forty-eight (48) in the working week, less all time for whic daily, week-end or other overtime, except holiday, has been earned.

ARTICLE VIII- OVERTIME (Continued)

effective October 10, 1954 and for the duration of this agreement as outlined in Article XXIII hereof, time and one-half shall be paid to all employees covered by this agreement excepting "Firemen " and "Mechanic and Utility Fireman" for all hours worked in excess of forty-four (44) in the working week, less all time for which daily, week-end or other overtime, except holiday, has been earned.

(C) Time and one-half shall be paid to " Firemen" for all hours worked in excess of their normal daily working schedule as outlined in Section (D) of Article VII hereof.

Effective October 10, 1954 and for the duration of this agreement as outlined, in Article XXIII hereof, time and one-half shall be paid to "Firemen" and "Mechanic and Utility Fireman" for all hours worked in excess of their normal daily working schedule as outlined in Section (D) of Article VII hereof.

(D) Time and one-half shall be paid to "Watchmen " and "Firemen" for all hours worked in excess of fifty-six (56) in the working week less all time for which daily, week-end or other overtime, except holiday, has been earned.

Effective October 10, 1954 and for the duration of this agreement as outlined in Article ~~XXIII~~ ^{XXIII} hereof, time and one-half shall be paid to "Firemen" and "Mechanic and Utility Fireman" for all hours worked in excess of forty-eight (48) in the working week less all time for which daily, week-end or **other** overtime, except holiday, has been earned.

(E) Time and one-half shall be paid to all employees covered by this agreement excepting "Firemen " and "Watchmen " for work performed from 12.00 noon Saturday through Monday morning at 7.00 A.M.

Effective october 10, 1954 and for the duration of this agreement as outlined in Article XXIII hereof, time and one-half shall be paid to all employees covered by this agreement, excepting "Firemen " and "Mechanic and Utility Fireman" for work performed from 12.00 noon Saturday through Monday morning **at** 7.00 A.M.

(F) Time and one-half shall be paid to "Firemen " and "Watchmen" for work performed on their regularly scheduled off days.

Effective october 10, 1954 and for the duration of this agreement as outlined in Article XXIII hereof, time and one-half shall be paid to "Firemen" and "Mechanic and Utility Fireman " for work performed **on** their regularly scheduled off days.

(G) All work performed on the following holidays shall be paid at time and one-half;

- New Year's Day
- Good Friday
- Dominion Day
- Labor Day
- Christmas Day
- St-John the Baptist Day
- Victoria Day
- Thanksgiving Day

Should New Year's Day, Dominion Day, Christmas Day, Victoria Day, St-John the Baptist, Day or Thanksgiving Day fall on a Sunday, then the Monday following shall be considered as the holiday.

ARTICLE IX-PAID HOLIDAYS

With the exception of the "Firemen" and "Mechanic and Utility Firemen" all employees of more than four (4) weeks' standing on New Year's Day, Dominion Day, Labor Day, Christmas Day, Good Friday, Victoria Day, Thanksgiving Day, and St-John the Baptist Day and who have earned pay for work performed within the four (4) weeks preceding the holiday, shall be paid for the holiday provided they have worked their last day scheduled before the holiday or their first day scheduled after the holiday. Such holiday pay shall be computed at their straight time classified rate of pay times nine (9) hours.

Any employee except the "Firemen" and "Mechanic and Utility Fireman" who is not required to work on a holiday recognized by this agreement shall receive nine (9) hours of working credit towards overtime allowance for hours in excess of forty-four (44) in the work week.

With the exception of the "Firemen" and "Mechanic and Utility Fireman" all employees who are eligible for holiday pay in accordance with the foregoing and who work on any of the above eight holidays shall be paid at the rate of time and one-half in addition to the nine (9) hours' holiday pay and such hours shall not be off against weekly hours in excess of forty-four (44).

In the instance of the "Firemen" and "Mechanic and Utility Fireman" they shall be paid holiday pay, computed at their straight time classified rate of pay times eight (8) hours, for the aforementioned holidays provided that they meet the above-mentioned qualifications applicable to employees in all other classifications. Should the "Firemen" or "Mechanic and Utility Fireman" not be required to work on a holiday recognized by this agreement, they shall receive eight (8) hours of working credit toward overtime allowance for hours in excess of forty-eight (48) in the work week. If the "Firemen" or "Mechanic and Utility Fireman" are eligible for holiday pay in accordance with the foregoing and they work on any of the above-mentioned eight holidays, they shall be paid at the rate of time and one-half in addition to the eight (8) hours' holiday pay and such hours shall not be off set against weekly hours in excess of forty-eight (48).

Employees on approved leave of absence as a result of industrial incurred during the contract term and while engaged in Company business, shall be eligible for holiday pay on New Year's Day, Dominion Day, Labor Day, Christmas Day, Good Friday, Victoria Day, St-John the Baptist Day, and Thanksgiving Day without regard to the abovementioned limitation.

ARTICLE X- REPORTING AND CALL IN TIME

(A) Any employee called to work or permitted to come to work without having been properly notified that there will be no work, shall receive the opportunity to perform at least three (3) hours of work at his regular rate of pay or lacking three (3) hours of work he shall receive three (3) hours pay except when the company is prevented from giving him such employment by virtue of power failure, fire, flood, explosion, Acts of God, or other reasons beyond the Company's control.

(B) When an employee is called back for emergency work after having left the plant upon completion of a work period and before his next scheduled starting time, he shall receive a minimum of three (3) hours' pay for such call in or time and one-half for the hours worked whichever is the greater. However, an employee called in within two (2) hours of his regular starting time will not be deemed eligible for all in pay but will receive time and one-half his regular rate of pay for the period between the time he started work and his scheduled starting time.

ARTICLE XI- RATES OF PAY

(A) The rates of pay for each job classification to be effective September 1st, 1954 and October, 10, 1954, and for the remainder of the term of this agreement are attached hereto as Schedule "A".

(B) Every new employee shall be hired at a rate of four (\$0.04) cents per hour lower than the regular job rate, and remain at that lower rate until the Company elects to pay him the regular job rate, provided however, the regular job rate must be given **withint** four (4) weeks.

ARTICLE XII- SENIORITY

(A) Seniority of each employee covered by this agreement shall be established after a period of probation of three (3) months and shall count from the date of employment.

(B) Seniority shall be accumulated by the time worked in the employ of the Company plus time lost due to lay-off during slack periods or approved leave of absence.

(C) When an employee is transferred from one job or department to another, his seniority status shall be determined by his total services in the Company after three (3) months, satisfactory service on the new job.

(D) On all occasions when a lay-off becomes necessary due to lack of work, or in rehiring employees after a lay-off period, equally qualified employees shall be retained or rehired in the order of their seniority.

(E) A roster of the seniority of the employees shall be kept in the paymaster's offices. The roster of the seniority shall be posted in the month of May of each year and shall be bound to correction on proof within thirty (30) days of the posting. The posting is to be considered as formal notification to the Union. During the period outlined above, in the event of any questions arising as to the accuracy of the seniority list, the Company agrees to produce the records from which the list was prepared.

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

(G) A complete loss of seniority rights shall be suffered by an employee regardless of length of service for the following reasons:

1. Voluntary termination of employment with the Company.
2. If he is discharged for good and sufficient cause.
3. Seniority of employees laid off will be retained for six (6) months after lay-off without change. After six (6) months, the following schedule will apply providing that employees laid off for more than one (1) year notify the Employer by registered letter every six (6) months, with a copy to the Union, of their desire to maintain their position on the seniority roster:

(a) Employees with six (6) months to one (1) year's service shall retain seniority for one (1) year.

(b) Employees with one (1) to five (5) years of service shall retain seniority for two (2) years.

ARTICLE XII- SENIORITY(Continued)

(c) Employees with five (5) or more years of service shall retain seniority for five (5) years.

4. If he fails to return to work within ten (10) days after notification of the expiration of a lay-off period or leave of absence. (Notification shall be deemed sufficient if a registered letter is sent to his last address.

(H) Seniority shall at no time give grounds for demands for change of duties or times of work. However, where a vacancy occurs, the Company will consider suggestions made by the Union, these, however, must be made, promptly, and everything being equal the senior applicant will be given the post.

ARTICLE XIII- GRIEVANCE PROCEDURE

Any matter involving the application and or interpretation of this agreement or any complaint of any employee, who is subject to this agreement shall be adjusted as is hereinbelow set forth.

A Committee to process such grievances shall be designated by the Union and the Company shall be advised of its members. Said Committee shall present complaints that may arise and an earnest effort shall be made to settle same immediately by the following procedure:

- (A) By conference between the employee involved and the Department Foreman. The aggrieved employee may request the presence of a member of the Union Committee at his conference with the Department Foreman if he so chooses.
- (B) By conference between the Union Committee and the Plant Superintendent.
- (C) By conference between the Union Committee and the Plant Manager at which meeting designated representatives of the Trades and Labor Congress of Canada and general representatives of the Company may be present.

ARTICLE XIV- ARBITRATION

In the event the grievance shall not have been satisfactorily settled within a period of ten (10) days from the initiation of conferences under Step (B) above, it shall be submitted to Arbitration in conformity with the disposition of the Quebec Trade Disputes Act (Chapter 167, R.S.Q. 1941). The decision or award of the Arbitration Board shall be final and conclusively binding on the parties.

The Arbitration Board shall have no jurisdiction or authority to add to, subtract from, modify or alter in whole or in part any provision of this agreement or to set provisions of a new agreement and none of its decisions shall have that effect.

It is also agreed and understood that the general wage scale is not subject to the arbitration procedure as above outlined.

ARTICLE XV- LEAVE OF ABSENCE

The Company may, upon written request, grant a leave of absence without pay to any official or representative of the Union for the purpose of conducting Union business. In such event, the Union official or representative shall notify the Company at least one week in advance of the time the leave is desired. Such leave of absence, however, may not extend beyond the termination date of this agreement.

ARTICLE XVI- REST PERIODS AND WASH-UP TIME

The Company agrees to maintain its present practice of allowing a 15-minute rest period in the morning and one in the afternoon.

Where wash-up time is required, the Plant Manager and the Local Union Representative will work out reasonable wash-up periods not to exceed ten minutes in the forenoon and ten minutes in the afternoon.

ARTICLE XVII- PAY DAYS

The Company agrees to pay its employees every week, such payments to cover earnings of the weekly period ending the Sunday preceding the pay day.

ARTICLE XVIII- BULLETIN BOARDS

The Company is to supply a bulletin board in the plant on which the Union shall be entitled to post bulletins and/or notices pertaining to the business of the Union, which has been previously submitted to and approved by the Plant Manager or his designee.

ARTICLE XIX- STRIKES AND LOCKOUTS

During the term of this agreement or during the course of negotiations for its renewal, except as provided in Article V, there shall be no strike or slowdown, complete or partial, on the part of the Union and also there shall be no lock-out on the part of the Company. The Union agrees to collaborate actively in the execution and observance of the above clause. The employees of the Company who are employed on maintenance work or on continuous operations, the interruption of which might result in damage to plant or to products in the course of manufacture, shall at no time take part in any strike or slowdown, of work throughout the period of their employment by the Company, and the Union agrees to take all possible steps to keep the above employees at their work.

ARTICLE XX- VACATIONS

An annual vacation with pay will be granted by the Company to its hourly rated employees subject to the following conditions:

- (A) After one year's continuous service in the employ of the Company a continuous annual vacation with pay having a minimum duration of seven days.
- (B) For each annual vacation with pay, the period of continuous service in the employ of the Company which renders the employee eligible for such vacation, begins on the first day of May of one year and ends on the thirtieth day of April of the following year.
- (C) If the employee has not yet completed a year's service in the employ of the Company, a continuous annual vacation with pay having a minimum duration of as many days as the number of calendar months during which he has been continuously in the employ of the Company.

Vacation pay shall be computed on the basis of 2% of the employee's earnings during the period May 1 through April 30.

ARTICLE XX- VACATIONS (Continued)

- (D) After three years' continuous service in the employ of the Company, a continuous annual vacation with pay having a minimum duration of fourteen days. Vacation pay, in this instance, shall be computed on the basis of 4% of the employee's earnings during the period May 1 through April 30.
- (E) An employee who is eligible for vacation as set forth above but terminates his service with the Company prior to taking his vacation shall receive the vacation pay he was entitled to but had not received as of the preceding eligibility date, May, 1, plus 2% of 4% of his earnings during the period subsequent to the preceding May 1 and the date of termination of his services, whichever percentage is applicable on the basis of the affected employee's length of service.

ARTICLE XXI- TEMPORARY TRANSFERS

An employee who is temporarily transferred to a job with a higher wage rate than his own shall be paid the higher rate provided his work on said job lasts one-half day or more. In no case, however, shall a temporary transfer exceed thirty (30) days. An employee who is temporarily transferred to replace a man on a job having a lower rate than his own shall continue to receive his regular rate. This clause shall not apply when an employee would otherwise be out of work due to shutdown or lack of work in his own department.

ARTICLE XXII- GROUP INSURANCE

Contingent upon the payment of weekly contributions in the amount and for the type of contract indicated,

Family Contract	\$0.70 per week
Individual Contract	0.45 per week

by each employee subject to this agreement, the Company agrees to maintain during the life of this Agreement, a Group Life, Accident and Health, Hospitalization and Surgical Insurance Plan providing the following benefits, details of which will be incorporated in an insurance booklet;

- (A) Life Insurance (Employees) Principal sum of \$2,000.00
- (B) Accident and Health Benefits (Employees) Weekly benefits of \$21.00 for a maximum period of thirteen (13) weeks for total non-occupational disabilities due to sickness, disease or accident, Such benefits shall commence on the first day of disability in the event of accident and on the eighth day in the event of sickness or disease.
- (C) Hospital Expense Benefits (Employees and Dependents) Daily benefits of \$5.00 for a maximum period of thirty-one (31) days, plus five (5) times the daily benefit for special services (anesthesia, laboratory, operating room fees, etc.)

For hospital confinement of dependents due to pregnancy or resulting childbirth or complications, the maximum amount payable shall be \$50.00. For hospital confinement of employees due to pregnancy or resulting childbirth or complications, the maximum amount payable shall be \$70.00

ARTICLE XXII- GROUP INSURANCE (Continued)

- (D) Surgical Benefits (Employees and dependents) Up to \$150.00 for surgical operations as specified in the schedule of operations which will be incorporated in the insurance certificate.
- (E) The term "Dependents" as used herein is defined as (1) any employee's spouse, (2) any unmarried child over fourteen (14) days of age and under nineteen (19) years of age of a male employee, of a widowed female employee or of a female employee whose husband is not eligible for insurance as an employee, excluding in any case, (a) any person who is eligible for United States and Canada.

It is understood and agreed that participation in the plant is a condition of employment.

ARTICLE XXIII- DURATION OF AGREEMENT

This agreement shall be effective as of the 12th day of September 1954 and shall remain in full force and effect to September 12, 1956. However, either party shall have the right upon sixty days' written notice immediately prior to September, 12, 1955, to reopen the contract for discussion of wage rates (Schedule "A") only. If the parties have not reached agreement by September 12, 1955, the provisions of Article XIX of the Agreement shall be considered not binding on the parties. The Agreement shall remain in effect until September 12, 1956, and shall be continued thereafter from year to year unless one of the parties notifies the other in writing within sixty days of the expiration date that it wishes to modify, cancel or amend the Agreement.

In the event of notice being given of an intention to amend the agreement, such notice shall contain, insofar as possible, a list of all changes proposed, and the parties shall, with reasonable promptness endeavor to negotiate a new agreement. The terms of this agreement shall remain in effect during such period of negotiations.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

UNION FEDERALE DES OUVRIERS DE PRODUITS
DE CONSTRUCT ON LOCAL 318. TRADES AND
LABOR CONGRESS OF CANADA.

Henri Lebeuf. pr.és.

Rodrigue Brosseau. sec.tré.

Georges Henri Andrews

Victor Trudeau
Representative of the trades and Labor
Congress of Canada

THE BLINKOTE COMPANY OF CANADA
LIMITED

Unreadable
Vice-President

James H. Mertier
Plant Manager

SCHEDULE "A"

THE FLINTKOTE COMPANY OF CANADA LIMITED
VILLE ST PIERRE MONTREAL PLANT

<u>JOB TITLE</u>	<u>HOURLY RATE EFFECTIVE SEPTEMBER 12, 1954.</u>	<u>HOURLY RATE EFFECTIVE OCTOBER 10, 1954</u>
Colas Mill operator	\$1.50	1.53
Mechanic and Utility Fireman	1.28	1.47
Firemen	1.26	1.47
Mixer Operators	1.23	1.35
Lift Truck Operator	1.23	1.35
Colas Yard Leadman	1.22	1.34
Labor "A"	1.15	1.26
Janitor	1.04	1.14
Labor "B"	.99	1.08
Drum Reconditioning	.08 premium x	.08 premium x
Cleaning Inside of Tank Cars	.10 premium xx	.10 premium xx

x 0.08 per hour premium for time worked reconditioning drums.

xx 0.10 per hour premium for time worked inside of tank card.

Every new employee shall be hired at a rate of four (~~\$0.04~~ Cents per hour lower than the regular job rate and remain at that lower rate until Management elects to pay him the regular job rate, provided however, the regular job rate must be given within four (4) weeks.

Collective Agreement made and entered into this 12th day of September 1951.-

BETWEEN: The Ville St. Pierre, Province of Quebec, Plant of The Flintkote Company of Canada Limited, (Hereinafter called the "Company") PARTY OF THE FIRST PART.

AND: Union Fédérale des Ouvriers de Produits de Construction, Local 318, Trades and Labor Congress of Canada, represented for this purpose by a Committee formed of the Employees of the Ville St. Pierre, Province of Quebec Plant of the Company, who have been duly elected by member of the Union (hereinafter called the "Union".) PARTY OF THE SECOND PART.

PREAMBLE.

It is the intent and purpose of the parties hereto that this agreement will promote and improve harmonious industrial and economic relationship between the members of the Union and the Company and to set forth herein the agreement between the Company and the Union, as to rates of pay, hours of work and conditions of employment to be observed between the parties hereto.-

ARTICLE I. INTERPRETATION.

The term "Company" when used in this agreement, shall mean The Ville St. Pierre Province of Quebec, Plant of The Flintkote Company of Canada Limited, and the term "Union" shall mean Local 318, Union Federale des Ouvriers de Produits de Construction; and the term "Employee" shall mean all the hourly paid employees of the Company at its Ville St. Pierre Plant.-

ARTICLE II. RECOGNITION.

The Union, having been formally certified by the Quebec Labour Relations Board the 14th day of September 1948, as bargaining representatives, is hereby recognized as the sole collective bargaining agency of the hourly paid employees of the Company at its Ville St. Pierre Plant, during the term of this Agreement, or any renewal or extension thereof.-

ARTICLE III - OPERATIONS OF PLANT.

The plant shall be operated on every day and on the scheduled hours that the Company determines to operate, it providing it does not deny to the employees the stipulations contained in this agreement. The Union agrees to cooperate and help the Company in every way to maintain and develop proper operation of the plant.-

ARTICLE IV DISCRIMINATION.

The Company will not interfere with the right of any employee to become a member of the Union. There shall be no discrimination, interference, restraining or coercion by the Company or any of its agents against any employee because of membership in the Union. The Union agrees that no intimidation or coercion shall be practiced amongst the Company's employees in recruiting membership in the Union, or for other purposes and that there shall be no soliciting of membership, distribution of propaganda or the transaction of any business of the Union on Company's time except as is expressly authorized by this Agreement.-

ARTICLE V NO STRIKE CLAUSE.

As this agreement provides for the amicable adjustment of any and all differences, disputes and grievance, the Union and those it represents agree that no strike, stoppage or slowdown of work shall take place during the term of this contract, before all proceedings provided by existing regulations have been carried out in a manner to render such strike or stoppage of work legal and then not until such strike has been authorized by a majority vote of all employees in a secret ballot supervised by the Department of Labour of the Province of Quebec, The Union undertakes to formally repudiate any strike not so authorized.-

ARTICLE VI. CHECK OFF.

The Company, upon the written authorization of any employee, undertakes to collect the Union dues from the pay of the employee, once a month. This authority shall as a condition of employment be irrevocable for the life of the Agreement. It is also agreed that any employee may resign from the Union in the seven (7) days the Union. This written authorization shall be in the form of a card signed by the employee which shall read as follows:-

TRADES AND LABOR CONGRESS OF CANADA DUES DEDUCTIONS AUTHORIZATION.

I _____ an employee of The Valle St. Pierre Plant of The Flintkote Company of Canada Limited and a member of Local 318 of the Trades and Labor Congress of Canada hereby authorize the Company to deduct the sum of _____ from my first pay each calendar month during the term of the present collective labor agreement between the Company and the Union and to remit the same to the Union Treasurer. The said amount being my monthly Union duesto Local 318. This authorization is as a condition of employment irrevocable for the life of the agreement. It is understood that if I wish I may resign from the Union in the seven (7) days prior to the expiration date of this agreement.-

Dept.-

Clock

Employee.

ARTICLE VII WORK WEEK AND WORK DAY.

- (a) The work week shall start at 7.00 A.M. on Sunday and end the following Sunday at 7.00 A.M. The work day shall start at 7.00 A.M. in the morning and end at 7.00 A.M. in the morning the next day.-
- (b) The normal work week for all employees covered by this agreement excepting Firemen and Watchmen shall be forty eight (48) hours.-
- (c) The normal work day for all employees except Firemen and Watchmen shall be ten (10) hours on Monday and nine and one-half (9½) hours Tuesday through Friday inclusive.-

(D) The normal work week for Firemen shall consist of fifty six (56) hours. The normal working day for Firemen shall be on a rotating basis Sunday through Saturday and shall consist of four (4) shifts of eight (8) hours and two (2) shifts of twelve (12) hours.-

(E) The normal work week for Watchmen shall consist of sixty (60) hours. The normal daily working schedule for Watchmen shall be on a rotating basis Sunday through Saturday and shall consist of six (6) shifts of ten (10) hours each

(f) Nothing in the foregoing is to be construed to indicate that the Company guarantees hours or days of work.

(g) Shift workers shall be paid five (\$0.05) cents per hour over the day shift rate for all hours worked on the second shift extending as follows:-

7.00 P.M. MONDAY to 6.00 A.M. Tuesday and continuous hours beyond
6.00 A.M. Tuesday
7.00 P.M. Tuesday to 5.30 A.M. Wednesday.)
7.00 P.M. Wednesday to 5.30 A.M. Thursday
7.00 P.M. Thursday to 5.30 A.M. Friday and continuous hours
beyond 5.30 A.M.
7.00 P.M. Friday to 5.30 A.M. Saturday
7.00 P.M. Saturday to 5.30 A.M. Sunday
7.00 P.M. Sunday to 5.30 A.M. Monday

Non-shift day workers shall not receive the aforesaid shift premium for hours worked on their normal schedule, which extend into the second shift. Non-shift workers whose complete working schedules fall within these periods shall receive the shift premium.-

ARTICLE VIII OVERTIME.

(a) Time and one-half shall be paid to all employees covered by this agreement excepting Firemen and Watchmen for all hours worked in excess of ten (10) on Monday and nine and one-half (9½) Tuesday through Friday inclusive.-

(b) Time and one-half shall be paid to all employees covered by this agreement excepting Firemen and Watchmen for all hours worked in excess of forty eight (48) in the working week, less all time for which daily, week-end holiday or other overtime has been earned.-

(c) Time and one-half shall be paid to Firemen for all hours worked in excess of their normal daily working schedule as outlined in Section (D) of Article VII hereof.

(d) Time and one-half shall be paid to Watchmen for all hours worked in excess of ten (10) hours per shift.-

(e) Time and one-half shall be paid to Watchmen and Firemen for all hours worked in excess of fifty-six (56) in the working week less all time for which daily, holiday or other overtime has been earned.-

(f) Time and one-half shall be paid to all employees covered by this agreement excepting Firemen and Watchmen for work performed from 12.00 noon Saturday through Monday morning at 7.00 A.M.-

(g) Time and one-half shall be paid to Firemen and Watchmen for work performed on their regularly scheduled off days.-

(h) All work performed on the following holidays shall be paid at time and one-half

New Year's Day
Good Friday
Dominion Day
Labor Day
Christmas Day
St. John the Baptist Day
Victoria Day

Should New Year's Day, Dominion Day, Christmas Day, Victoria Day or St. John the Baptist Day fall on a Sunday, then the Monday following shall be considered as the holiday.-

ARTICLE IX PAID HOLIDAYS.

Employees of more than four (4) week's standing on New Year's Day, Dominion Day, Labor Day, Christmas Day, Good Friday, Victoria Day, and St. John the Baptist Day and who have earned pay for work performed within the four (4) weeks preceding the holiday shall be paid for the holiday provided they have worked their last day scheduled before the holiday or their first day scheduled after the holiday. Such holiday pay shall be computed at their straight time classified rate of pay times ten (10) hours.

Employees who are eligible for holiday pay in accordance with the foregoing and who work on any of the above seven holidays shall be paid at the rate of time and one-half in addition to the ten (10) hours holiday pay.-

Employees on approved leave of absence as a result of industrial accident incurred during the contract term and while engaged in Company business, shall be eligible for holiday pay on New Year's Day, Dominion Day, Labor Day, Christmas Day, Good Friday, Victoria Day, and St. John the Baptist Day without regard to the above-mentioned limitation.-

ARTICLE X - REPORTING AND CALL IN TIME.

(a) Any employee called to work or permitted to come to work without having been properly notified that there will be no work, shall receive the opportunity to perform at least three (3) hours of work at his regular rate of pay or lacking three (3) hours of work he shall receive three (3) pay except when the Company is prevented from giving him such employment by virtue of power failure, fire, flood explosion, Acts of God, or other reasons beyond the Company's control;

(b) When an employee is called back for emergency work after having left the plant upon completion of a work period and before his next scheduled starting time he shall receive a minimum of three (2) hours pay for such call in or time and one-half for the hours worked whichever is the greater. However, an employee called in within two (2) hours of his regular starting time will not be deemed eligible for call in pay but will receive time and one-half his regular rate of pay for the period between the time he started work and his scheduled starting time.-

ARTICLE XI RATES OF PAY.

(a) The rates of pay for each job classification to be effective September 12, 1951 and for the term of this Agreement are attached hereto as Schedule "A"

(b) Every new employee shall be hired at a rate of four (4) cents per hour lower than the regular rate, and remain at that lower rate until the Company elects to pay him the regular job rate, provided however, the regular job rate must be given within four (4) weeks.

ARTICLE XII SENIORITY.

(A) Seniority of each employee covered by this Agreement shall be established after a period of probation of three (3) months and shall count from the date of employment.-

(B) Seniority shall be accumulated by the time worked in the employ of the Company plus time lost due to lay-off during slack periods or approved leave of absence.-

(C) When an employee is transferred from one job or department to another, his seniority status shall be determined by his total services in the Company after three (3) months satisfactory service on the new job.-

(D) On all occasions when a lay-off becomes necessary due to lack of work, or in rehiring employees after a lay-off periods, equally qualified employees shall be retained or rehired in the order of their seniority.-

(E) A roster of the seniority of the employees shall be kept in the paymasters' offices. The roster of the seniority shall be posted in the month of May of each year and shall be bound to correction on proof within thirty (30) days of the posting. The posting is to be considered as formal notification to the Union.- During the period outlined above, in the event of any questions arising as to the accuracy of the seniority list, the Company agrees to produce the records from which the list was prepared.-

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

(G) A complete loss of seniority rights shall be suffered by an employee regardless of length of service for the following reasons:-

1. Voluntary termination of employment with the Company
2. If he is discharged for good and sufficient cause.-
3. If he fails to return to work within ten (10) days after notification of the expiration of a lay-off period or leave of absence. (Notification shall be deemed sufficient if a registered letter is sent to his last address.)

(H) Seniority shall at no time give grounds for demands for change of duties or times of work. However where a vacancy occurs, the Company will consider suggestions made by the Union, these, however, must be promptly and everything being equal the senior applicant will be given the post.-

ARTICLE XIII grievance procedure.

Any matter involving the application and/ or interpretation of this Agreement or any complaint of any employee, who is subject to this agreement shall be adjusted as is hereinbelow set forth.-

A committee to process such grievances shall be designated by the Union and the Company shall be advised of its members. Said Committee shall present complaints that may arise and an earnest effort shall be made to settle same immediately by the following procedure:-

- (A) By conference between the employee involved and the Department Foreman. The aggrieved employee may request the presence of a member of the Union Committee at his conference with the Department Foreman if he so chooses.-
- (B) By conference between the Union Committee and the Plant Superintendent.-
- (C) By conference between the Union Committee and the Plant Manager at which meeting designated representatives of the Trades and Labor Congress of Canada and general representatives of the Company may be present.-

ARTICLE XIV ARBITRATION.

In the event the grievance shall not have been satisfactorily settled within a period of ten (10) days from the initiation of conferences under Step (B) above, it shall be submitted to Arbitration in conformity with the disposition of the Quebec Trade Disputes Act (Chapter 167 R.S.Q. 1941) The decision or award of the Arbitration Board shall be final and conclusively binding on the parties.

The Arbitration Board shall have no jurisdiction or authority to add to, subtract from, modify or alter in whole or in part any provision of this agreement or to set provision of a new agreement and none of its decisions shall have that effect.

It is also agreed and understood that the general wage scale is not subject to the arbitration procedure as above outlined.

ARTICLE XV LEAVE OF ABSENCE.

may

The Company, upon written request, grant a leave of absence without pay to any official or representative of the Union for the purpose of conducting Union business. In such event, the Union official or representative shall notify the Company at least one week in advance of the time the leave is desired. Such leave of absence, however, may not extend beyond the termination date of this agreement.-

ARTICLE XVI REST PERIODS.

The Company agrees to maintain its present practice of allowing a 15 minute rest period in the morning and one in the afternoon.

ARTICLE XVII PAY DAYS.

The Company agrees to pay its employees every week, such payments to cover earnings of the weekly period ending the Sunday preceding the pay day.-

ARTICLE XVIII BULLETIN BOARDS.

The Company is to supply a bulletin board in the plant on which the Union shall be entitled to post bulletins and / or notices pertaining to the business of the Union, which have been previously submitted to and approved by the Plant Manager or his designee.-

ARTICLE XIX- STRIKES AND LOCKOUTS

During the term of this agreement or during the course of negotiations for its renewal, except as provided in Article V, there shall be no strike or slowdown, complete or partial, on the part of the Union and also there shall be no lock-out on the part of the Company. The Union agrees to collaborate actively in the execution and observance of the above clause. The employees of the Company who are employed on maintenance work or in continuous operations, the interruption of which might result in damage to plant or to products in the course of manufacture, shall at no time take part in any strike or slowdown of work throughout the period of their employment by the Company, and the Union agrees to take all possible steps to keep the above employees at their work.

ARTICLE XX- VACATIONS

An annual vacation with pay will be granted by the Company to its hourly rated employees subject to the following conditions:

- (A) After one year's continuous service in the employ of the Company, a continuous annual vacation with pay having a minimum duration of seven days; and
- (B) If the employee has not yet completed a year's service in the employ of the Company, a continuous annual vacation with pay having a minimum duration of as many half-days as the number of calendar months during which he has been continuously in the employ of the Company.

Vacation pay shall be computed on the basis of 2% of the employee earnings during the period May 1 through April 30.

- (C) After five years' continuous service in the employ of the Company a continuous annual vacation with pay having a minimum duration of fourteen days. Vacation pay, in this instance, shall be computed on the basis of 4% of the employees earnings during the period May 1 through April 30.
- (D) For each annual vacation with pay, the period of continuous service in the employ of the Company which renders the employee eligible for such vacation, begins on the first days of May of one year and ends on the thirtieth day of April of the following year.
- (E) An employee who is eligible for vacation as set forth above but terminates his service with the company prior to taking his vacation shall receive the vacation pay he was entitled to but had not received as of the preceding eligibility date, May 1, plus 2% or 4% of his earnings during the period subsequent to the preceding May 1 and the date of termination of his services, whichever percentage is applicable on the basis of the affected employee's length of service.

ARTICLE XXI- TEMPORARY TRANSFERS

An employee who is temporarily transferred to a job with a higher wage rate than his own shall be paid the higher rate provided his work on said job lasts one-half day or more. In no case, however, shall a temporary transfer exceed thirty (30) days. An employee who is temporarily transferred to replace a man on a job having a lower rate than his own shall continue to receive his regular rate. This clause shall not apply when an employee would otherwise be out of work due to shutdown or lack of work in his own department.

ARTICLE XXII GROUP INSURANCE.

Contingent upon the payment of weekly contributions in the amount of forty-five (\$0.45) cents by each employee subject to this Agreement, the Company agrees to maintain during the life of this agreement a Group Life, Accident and Health and Surgical be incorporated in an insurance booklet.-

- (A) Life Insurance - Principal sum of \$2,000.00
- (B) Accident and Health Benefits - Weekly benefits of \$21.00 for a maximum period of thirteen (13) weeks for total non-occupational disabilities due to sickness, disease or accident. Such benefits shall commence on the first day of disability in the event of accident and on the eighth day in the event of sickness or disease.
- (C) Hospital Expense Benefits - Daily benefits of \$5.00 for maximum period of thirty one (31) days, plus five (5) times the daily benefit for special services (anesthesia, laboratory operating room fees, etc.)
- (D) Surgical Benefits - Up to \$150.00 for surgical operations as specified in the schedule of operations which will be incorporated in the insurance certificate.

It is understood and agreed that participation in the plan is a condition of employment.-

ARTICLE XXIII DURATION OF AGREEMENT.

This agreement shall be effective as of the 12th day of September 1951 and shall remain in full force and effect through September 12, 1952 and shall be continued thereafter from year to year unless one of the parties notifies the other in writing within 60 days of the expiration date that it wishes to modify, cancel or amend the Agreement.-

In the event of notice being given of an intention to amend the agreement, such notice shall contain, insofar as possible, a list of all changes proposed, and the parties shall, with reasonable promptness endeavor to negotiate a new agreement. The terms of this Agreement shall remain in effect during such period of negotiation.-

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

UNION FEDERALE DES OUVRIERS DE PRODUITS
DE CONSTRUCTION, LOCAL 318 TRADES AND
LABOR CONGRESS OF CANADA.

Henri Leboeuf Pres.-

Rodrigue Brosseau

Victor Trudeau.

Representative of the Trades and Labor
Congress of Canada.-

THE FLINTKOTE COMPANY OF CANADA
LIMITED.

R.G. Wace.

Vice President.

J.H. Martin.

Plant Manager.-

SCHEDULE "A"

THE FLINTKOTE COMPANY OF CANADA LIMITED.

VILLE ST PIERRE MONTREAL PLANT.

<u>JOB TITLE.</u>	<u>HOURLY RATE EFFECTIVE SEPTEMBER 12, 1951.</u>
Colas Mill Operator	\$ 1.17
Mechanic's Helper	1.12
Firemen	1.10
Flintsize Operator	1.11
Mixer Operators	1.07
L ¹ ft Truck Operator	1.07
Colas Yard Leadman	1.04
Labor: A	.99
Laboratory - Industrial Control.	.93
Janitor	.88
Labor : B.	.83
Drum Reconditioning.	.08 premium
Cleaning Inside of Tank Cars.	.10 premium

\$0.08 per hour premium for time worked reconditioning drums,

\$0.10 per hour premium for time worked inside of tank cars.-

Every new employee shall be hired at a rate of four (\$0.04) cents per hour lower than the regular job rate and remain at that lower rate until Management elects to pay him the regular job rate, provided however, the regular job rate must be given within four (4) weeks.-

Collective Agreement made and entered into this 19th day of September 1950.

BETWEEN: The Ville St. Pierre of Quebec, Plant of The Flintkote Company of Canada Limited (hereinafter called the "Company") PARTY OF THE FIRST PART.

AND: Union Federale des Ouvriers de Produits de Construction, Local 318 Trades and Labor Congress of Canada, represented for this purpose by a Committee formed of the Employees of the Ville St. Pierre Province of Québec Plant of the Company, who have been duly elected by members of the Union (hereinafter called the "Union") PARTY OF THE SECOND PART.

PREAMBLE.

It is the intent and purpose of the parties hereto that this agreement will promote and improve harmonious industrial and economic relationship between the members of the Union and the Company and to set forth herein the agreement between the Company and the Union, as to rates of pay, hours of work, and conditions of employment to be observed between the parties hereto.

ARTICLE I. INTERPRETATION.

The term "Company, when used in this agreement, shall mean The Ville St. Pierre Province of Quebec, Plant, of the Flintkote Company of Canada Limited, and the term "Union" shall mean ^{Local 318} Union Federale des Ouvriers de Produits de Construction and the term "Employees" shall mean all the hourly paid employees of the Company at its Ville St. Pierre Plant.

ARTICLE II RECOGNITION.

The Union, having been formally certified by the Quebec Labour Relations Board the 14th day of September 1948, as bargaining representative is hereby recognized as the sole collective bargaining agency of the hourly paid employees of the Company at its Ville St. Pierre Plant, during the term of this Agreement, or any renewal or extension thereof.

ARTICLE III OPERATIONS OF PLANT.

The plant shall be operated on every day and on the scheduled hours that the Company determines to operate it, providing it does not deny to the employees the stipulations contained in this agreement. The Union agrees to cooperate and help the Company in every way to maintain and develop proper operation of the plant.-

ARTICLE IV DISCRIMINATION.

The Company will not interfere with the right of any employee to become a member of the Union, There shall be no discrimination interference, restraint or coercion by the Company or any of its agents against any employee because of membership in the Union. The Union agrees that no intimidation or coercion shall be practiced amongst the Company's employees in recruiting membership in the Union, or for other purposes and that there shall be no soliciting of membership, distribution of propaganda or the transaction of any business of the Union on Company's time except as is expressly authorized by this Agreement.-

ARTICLE V NO STRIKE CLAUSE.

As this agreement provides for the amicable adjustment of any and all differences, disputes and grievances, the Union and those it represents agree that no strike, stoppage, or slowdown of work shall take place during the term of this contract, before all proceedings provided by existing regulations have been carried out in a manner to render such strike or stoppage of work legal, and then not until such strike has been authorized by a majority vote of all employees in a secret ballot supervised by the Department of Labour of the Province of Quebec. The Union undertakes to formally repudiate any strike not so authorized.

ARTICLE VI CHECK OFF.

The Company, upon the written authorization of any employee, undertakes to collect the Union dues from the pay of the employee, once a month. This authority shall as a condition of employment be irrevocable for the life of the Agreement. It is also agreed that any employee may resign from the Union in the seven (7) days prior to the expiration of this agreement by a letter addressed to the Company and the Union. This written authorization shall be in the form of a card signed by the employee which shall read as follows:

TRADES AND LABOR CONGRESS OF CANADA DUES DEDUCTION AUTHORIZATION

I _____ An employee of the Ville St, Pierre Plant of The Flintkote Company of Canada Limited and a member of Local 318 of the Trades and Labor Congress of Canada hereby authorize the Company to deduct the sum of _____ from my first pay each calendar month during the term of the present collective labor agreement between the Company and the Union and to remit the same to the Union Treasurer. The said amount being my monthly Union dues to Local 318. This authorization is as a condition of employment irrevocable for the life of the agreement. It is understood that if I wish I may resign from the Union in the seven (7) days prior to the expiration date of this Agreement.

Dept. _____

Clock _____

Employee

ARTICLE VII WORK WEEK AND WORK DAY.

(a) The work week shall start at 7.00 A.M. on Sunday and end the following Sunday at 7.00 A.M. The work shall start at 7.00 A.M. in the morning and end at 7.00 A.M. in the morning the next day.

(b) The normal work week for all employees covered by this agreement excepting Firemen and Watchmen shall be forty eight (48) hours.-

(c) The normal work day for all employees except Firemen and Watchmen shall be ten (10) hours on Monday and nine and one-half (9½) hours Tuesday through Friday inclusive.

(d) The normal work week for Firemen shall consist of fifty-six (56) hours. The normal working day for Firemen shall be on rotating basis Sunday through Saturday and shall consist of four (4) shifts of eight (8) hours and two (2) shifts of twelve (12) hours.

(e) The Normal work week for Watchmen shall consist of sixty (60) hours. The normal daily working schedule for Watchmen shall be on a rotating basis Sunday through Saturday and shall consist of six (6) shifts of ten (10) hours each.-

(f) Nothing in the foregoing is to be construed to indicate that the Company guarantees hours or days of work.-

ARTICLE VIII OVERTIME.

(A) Time and one-half shall be paid to all employees covered by this agreement excepting Firemen and Watchmen for all hours worked in excess of ten (10) on Monday and nine and one half (9½) Tuesday through Friday inclusive

(B) Time and one-half shall be paid to all employees covered by this agreement excepting Firemen and Watchmen for all hours worked in excess of forty-eight (48) in the working week, less all time for which daily week-end holiday or other overtime has been earned.-

(c) Time and one-half shall be paid to Firemen for all hours worked in excess of their normal daily working schedule as outlined in Section (D) of Article VII hereof

(d) Time and one-half shall be paid to Watchmen for all hours worked in excess of ten (10) hours per shift.-

(e) Time and one-half shall be paid to Watchmen and Firemen for all hours worked in excess of fifty-six (56) in the working week less all time for which daily, holiday or other overtime has been earned.-

(f) Time and one-half shall be paid to all employees covered by this agreement excepting Firemen and Watchmen for work performed from 12.00 noon Saturday through Monday morning at 7.00 A.M.

(g) Time and one-half shall be paid to Firemen and Watchmen for work performed on their regularly scheduled off days.

(h) All work performed on the following holidays shall be paid at time and one-half:-

New Year's Day
Good Friday
Dominion Day
Labor Day
Christmas Day
St. John the Baptist Day

Should New Year's Day, Dominion Day, Christmas Day, or St. John the Baptist Day fall on a Sunday then the Monday following shall be considered as the holiday.-

ARTICLE IX paid holidays.

Employees of more than four (4) weeks' standing on New Year's Day, Dominion Day, Labor Day, Christmas Day, Good Friday, and St. John the Baptist Day and who have earned pay for work performed within the four (4) weeks preceding the holiday, shall be paid for the holiday provided they have worked their last day scheduled before the holiday or their first day scheduled after the holiday. Such holiday pay shall be computed at their straight time classified rate of pay times ten (10) hours.-

Employees who are eligible for holiday pay in accordance with the foregoing and who work on any of the above six holidays shall be paid at the rate of time and one-half in addition to the ten (10) hours holiday pay.

Employees on approved leave of absence as a result of industrial accident incurred during the contract term and while engaged in Company business, shall be eligible for holiday pay on New Year's Day Dominion Day, Labor Day, Christmas Day, Good Friday, and St. John the Baptist Day without regard to the above-mentioned limitation.-

ARTICLE X REPORTING AND CALL IN TIME.

(A) Any employee called to work or permitted to come to work without having been properly notified that there will be no work, shall receive the opportunity to perform at least three (3) hours of work at his regular rate of pay or lacking three (3) hours of work he shall receive three (3) hours pay except when the Company is prevented from giving him such employment by virtue of power failure, fire, flood, explosion, Acts of God, or other reasons beyond the Company's control.

(b) When an employee is called back for emergency work after having left the plant upon completion of a work period and before his next scheduled starting time, he shall receive a minimum of three (3) hours pay for such call in or time and one-half for the hours worked whichever is the greater. However, an employee called in within two (2) hours of his regular starting time will not be deemed eligible for call in pay but will receive time and one-half his regular rate of pay for the period between the time he started work and his scheduled starting time.-

ARTICLE XI RATES OF PAY.

(A) The rates of pay for each job classification to be effective September 12, 1950 and for the term of this Agreement are attached hereto as Schedule "A"

(B) Every new employee shall be hired at a rate of four (4) cents per hour lower than the regular job rate, and remain at that lower rate until the Company elects to pay him the regular job rate, provided however, the regular job rate must be given within four (4) weeks.-

ARTICLE XII SENIORITY.

(A) Seniority of each employee covered by this Agreement shall be established after a period of probation of three (3) months and shall count from the date of employment.-

(B) Seniority shall be accumulated by the time worked in the employ of the Company plus time lost due to lay-off during slack periods or approved leave of absence.

(C) When an employee is transferred from one job or department to another, his seniority status shall be determined by his total services in the Company after three (3) months satisfactory service on the new job.

(D) On all occasions when a lay-off becomes necessary due to lack of work, or in rehiring employees after a lay-off period, equally qualified employees shall be retained or rehired in the order of their seniority.

(E) A roster of the seniority of the employees shall be kept in the paymaster's offices. The roster of the seniority shall be posted in the month of May of each year and shall be bound to correction on proof within thirty (30) days of the posting. The posting is to be considered as formal notification to the Union. During the period outlined above, in the event of any questions arising as to the accuracy of the seniority list, the Company agrees to produce the records from which the list was prepared.

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

(G) A complete loss of seniority rights shall be suffered by an employee regardless of length of service for the following reasons.

1. Voluntary termination of employment with the Company.
2. If he is discharged for good and sufficient cause.
3. If he fails to return to work within ten (10) days after notification of the expiration of a lay-off period or leave of absence. (Notification shall be deemed sufficient if a registered letter is sent to his last address.)

(H) Seniority shall at no time give grounds for demands for change of duties or times of work. However, where a vacancy occurs, the Company will consider suggestions made by the Union, these, however, must be made promptly and every thing being equal the senior applicant will be given the post.

ARTICLE XIII GRIEVANCE PROCEDURE.

Any matter involving the application and/or interpretation of this Agreement or any complaint of any employee, who is subject to this agreement shall be adjusted as is hereinbelow set forth.

A committee to process such grievances shall be designated by the Union and the Company shall be advised of its members. Said Committee shall present complaints that may arise and an earnest effort shall be made to settle same immediately by the following procedure.

- (A) By conference between the employee involved and the Department Foreman. The aggrieved employee may request the presence of a member of the Union Committee at his conference with the Department Foreman if he so chooses.
- (B) By conference between the Union Committee and the Plant Superintendent.
- (C) By conference between the Union Committee and the Plant Manager at which meeting designated representatives of the Trades and Labor Congress of Canada and general representatives of the Company may be present.

ARTICLE XIV- ARBITRATION.

In the event the grievance shall not have been satisfactorily settled within a period of ten (10) days from the initiation of conferences under Step (B) above, it shall be submitted to Arbitration in conformity with the disposition of the Quebec Trade Disputes Act (Chapter 167 R.S.Q. 1941) The decision or award of the Arbitration Board shall be final and conclusively binding on the parties.-

The Arbitration Board shall have no jurisdiction or authority to add to, subtract from, modify or alter in whole or in part any provision of this agreement or to set provisions of a new agreement and none of its decisions shall have that effect.-

It is also agreed and understood that the general wage scale is not subject to the arbitration procedure as above outlined.-

ARTICLE XV LEAVE OF ABSENCE.

The Company may, upon written request, grant a leave of absence without pay to any official or representative of the Union for the purpose of conducting Union business. In such event, the Union official or representative shall notify the Company at least one week in advance of the time the leave is desired. Such leave of absence, however, may not extend beyond the termination date of this agreement.-

ARTICLE XVI REST PERIODS.

The Company agrees to maintain its present practice of allowing a 15 minute rest period in the morning and one in the afternoon.-

ARTICLE XVII PAY DAYS.

The Company agrees to pay its employees every week, such payments to cover earnings of the weekly period ending the Sunday preceding the pay day.

ARTICLE XVIII- BULLETIN BOARDS.

The Company is to supply a bulletin board in the plant on which the Union shall be entitled to post bulletins and/ or notices pertaining to the business of the Union, which have been previously submitted to and approved by the Plant Manager or his designee.

ARTICLE XIX STRIKES AND LOCKOUTS.

During the term of this agreement or during the course of negotiations for its renewal, except as provided in Article V, there shall be no strike or slowdown, complete or partial, on the part of the Union and also there shall be no lockout on the part of the Company. The Union agrees to collaborate actively in the execution and observance of the above clause. The employees of the Company who are employed on maintenance work or on continuous operations, the interruption of which might result in damage to plant or to products in the course of manufacture shall at no time take part in any strike or slowdown of work throughout the period of their employment by the Company and the Union agrees to take all possible steps to keep the above employees at their work.-

ARTICLE XX VACATIONS.

An annual vacation with pay will be granted by the Company to its hourly rated employees subject to the following conditions.-

- (A) After one year's continuous service in the employ of the Company a continuous annual vacation with pay having a minimum duration of seven days; and
- (B) If the employee has not yet completed a year's service in the employ of the Company, a continuous annual vacation with pay having a minimum duration of as many half days as the number of calendar months during which he has been continuously in the employ of the Company.

For each annual vacation with pay, the period of continuous service in the employ of the Company which renders the employee eligible for such vacation, begins on the first day of May of one year and ends on the thirtieth day of April of the following year.-

- (C) Vacation pay shall be computed on the basis of 2% of the employees earnings during the period May 1 through April 30.
- (D) An employee who is eligible for Vacation as set forth above but terminates his service with the Company prior to taking his vacation shall receive the vacation pay he was entitled to but had not received as of the preceding eligibility date, May 1 plus 2% of his earnings during the period subsequent to the preceding May 1, and the date of termination of his services.-

ARTICLE XXI TEMPORARY TRANSFERS.

An employee who is temporarily transferred to a job with a higher wage rate than his own shall be paid the higher rate provided his work on said job lasts one-half day or more. In no case, however, shall a temporary transfer exceed thirty (30) days. An employee who is temporarily transferred to replace a man on a job having a lower rate than his own shall continue to receive his regular rate. This clause shall not apply when an employee would otherwise be out of work due to shutdown or lack of work in his own department.-

ARTICLE XXII DURATION OF AGREEMENT.

This agreement shall be effective as of the 12th day of September 1950 and shall remain in full force and effect through September 12, 1951 and shall be continued thereafter from year to year unless one of the parties notifies the other in writing within 60 days of the expiration date that it wishes to modify, cancel or amend the Agreement.-

In the event of notice being given of an intention to amend the agreement, such notice shall contain, insofar as possible a list of all changes proposed and the parties shall, with reasonable promptness endeavor to negotiate a new agreement. The terms of this Agreement shall remain in effect during such period of negotiation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

UNION FEDERALE DES OUVRIERS DE PRODUITS
DE CONSTRUCTION, LOCAL 318 TRADES AND
LABOR CONGRESS OF CANADA.

The Flintkote Company
Limited.

Ubald Senecal.

R.G. Mace

Vice-President.

Alexandre Haffison.

James H. Martin.

Victor Trudeau.

Plant Manager.-

Representative of the Trades and Labor
Congress of Canada.-

SCHEDULE "A"

THE FLINTKOTE COMPANY OF CANADA LIMITED.

VILLE ST PIERRE MONTREAL PLANT.

<u>JOB TITLE.</u>	<u>HOURLY RATE EFFECTIVE SEPTEMBER 12, 1950.</u>
Carpenter Handy Man	\$ 1.02
Colas Mill Operator	.92
Firemen	.89
Flintsize Operator	.91
Mixer Operators	.87
Colas Drums Reconditioning	.85
Labor: A	.83
Watchman	.79
Day Janitor	.72
Laboratory Industrial Control	.77
Charlady	.72
Labor: B	.67
Cleaning Inside of Tank Cars.	.05 premium

\$0.05 per hour premium for time worked inside of tank cars.

Every new employee shall be hired at a rate of four (4¢) cents per hour lower than the regular job rate and remain at that lower rate until Management elects to pay him the regular job rate, provided however, the regular job rate must be given within four (4) weeks.-

Collective Agreement made and entered into this 12th day of September, 1949.

BETWEEN: The Ville St-Pierre of Quebec, Plant of the Flintkote Company of Canada Limited (hereinafter called the "Company") PARTY OF THE FIRST PART.

AND: Union Fédérale des Ouvriers de Produits de Construction, Local 318, Trades and Labor Congress of Canada, represented for this purpose by a Committee formed of the Employees of the Ville St-Pierre, Province of Quebec, Plant of the Company who have been duly elected by members of the Union (hereinafter called the "Union") PARTY OF THE SECOND PART.

PREAMBLE

It is the intent and purpose of the parties hereto that this agreement will promote and improve harmonious industrial and economic relationship between the members of the Union and the Company and to set forth herein the agreement between the Company and the Union, as to rates of pay, hours of work, and conditions of employment to be observed between the parties hereto.

ARTICLE I.- INTERPRETATION

The term "Company" when used in this agreement, shall mean the Ville St-Pierre Province of Quebec, Plant of the Flintkote Company of Canada Limited, and the term "Union" shall mean local 318, Union Federale des Ouvrieres de Produits de Construction" and the term "Employees" shall mean all the hourly paid employees of the Company at its Ville St-Pierre Plant.

ARTICLE II. RECOGNITION

The Union, having been formally certified by the Quebec Labour Relations Board the 14th day of September, 1948, as bargaining representatives, is hereby recognized as the sole collective bargaining agency of the hourly paid employees of the Company at its Ville St-Pierre Plant, during the term of this agreement, or any renewal or extension thereof.

ARTICLE III.- OPERATIONS OF PLANT

The plant shall be operated on every day on the scheduled hours that the Company determines to operate it, providing it does not deny to the employees the stipulations contained in this agreement. The Union agrees to cooperate and help the Company in every way to maintain and develop proper operation of the plant.

ARTICLE IV- DISCRIMINATION

The Company will not interfere with the right of any employee to become a member of the Union. There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any employee because of membership in the Union. The Union agrees that no intimidation or coercion shall be practiced amongst the Company's employees in recruiting membership in the Union, or for other purposes and that there shall be no soliciting of membership, distribution of propaganda or the transaction of any business of the Union on Company's time except as is expressly authorized by this Agreement.

19/2191

(D) The normal work week for Firemen shall consist of fifty-six(56) hours. The normal working day for Firemen shall be on a rotating basis Sunday through Saturday and shall consist of four (4) shifts of eight (8) hours and two (2) shifts of twelve(12) hours.

(E) The normal work week for Watchmen shall consist of sixty(60) hours. The normal daily working schedule for watchmen shall be on a rotating basis Sunday through Saturday and shall consist of six (6) shifts of ten (10) hours, each.

(F) Nothing in the foregoing is to be construed to indicate that the Company guarantees hours or days of work.

ARTICLE VIII- OVERTIME

(A) Time and one-half shall be paid to all employees covered by this agreement excepting Firemen and Watchmen for all hours worked in excess of ten (10) on Monday and nine and one-half (9½) Tuesday through Friday inclusive.

(B) Time and one-half shall be paid to all employees covered by this agreement excepting Firemen and Watchmen for all hours worked in excess of forty-eight (48) in the working week, less all time for which daily, week-end, holiday or other overtime has been earned.

(C) Time and one-half shall be paid to Firemen for all hours worked in excess of their normal daily working schedule as outlined in Section(D) of Article VII hereof.

(D) Time and one-half shall be paid to Watchmen for all hours worked in excess of ten (10) hours per shift.

(E) Time and one-half shall be paid to watchmen and Firemen for all hours worked in excess of fifty-six (56) in the working week less all time for which daily, holiday or other overtime has been earned.

(F) Time and one-half shall be paid to all employees covered by this agreement excepting Firemen and Watchmen for work performed from 12.00 noon Saturday through Monday morning at 7.00 A.M.

(G) Time and one-half shall be paid to Firemen and Watchmen for work performed on their regularly scheduled off days.

(H) All work performed on the following holidays shall be paid at time and one-half;

New Year's Day
Good Friday
Dominion Day
Labor Day
Christmas Day

Should New Year's Day, Dominion Day, or Christmas Day fall on a Sunday then the Monday following shall be considered as the holiday.

ARTICLE IX- PAID HOLIDAYS

Employees of more than four (4) weeks' standing on New Year's Day, Dominion Day, Labor Day and Christmas Day and who have earned pay for work performed within the four (4) weeks preceding the holiday, shall be paid for the holiday provided they have worked their last day scheduled before the holiday or their first day scheduled after the holiday. Such holiday pay shall be computed at their straight time classified rate of pay times ten (10) hours.

Employees who are eligible for holiday pay in accordance with the foregoing and who work on any of the above four holidays shall be paid at the rate of time and one-half in addition to the ten (10) hours holiday pay.

Employees on approved leave of absence as a result of industrial accident incurred during the contract term and while engaged in Company business, shall be eligible for holiday pay on New Year's Day, Dominion Day, Labor Day and Christmas Day without regard to the above-mentioned limitation.

ARTICLE X- REPORTING AND CALL IN TIME

(A) Any employee called to work or permitted to come to work without having been properly notified that there will be no work, shall receive the opportunity to perform at least three (3) hours of work at his regular rate of pay or lacking three (3) hours of work he shall receive three (3) hours pay except when the Company is prevented from giving him such employment by virtue of power failure, fire, flood, explosion, Acts of God, or other reasons beyond the Company's control.

(B) When an employee is called back for emergency work after having left the plant upon completion of a work period and before his next scheduled starting time, he shall receive a minimum of three (3) hours pay for such call in or time and one-half for the hours worked whichever is the greater. However, an employee called in within two (2) hours of his regular starting time will not be deemed eligible for call in pay but will receive time and one-half his regular rate of pay for the period between the time he started work and his scheduled starting time.

ARTICLE XI- RATES OF PAY

(A) The rates of pay for each job classification to be effective September 12, 1949, and for the term of this agreement are attached as Schedule "A".

(B) Every new employee shall be hired at a rate of four (4) cents per hour lower than the regular job rate, and remain at that lower rate until the Company elects to pay him the regular job rate, provided however, the regular job rate must be given within four (4) weeks.

ARTICLE XII- SENIORITY

(A) Seniority of each employee covered by this agreement shall be established after a period of probation of three (3) months and shall count from the date of employment.

(B) Seniority shall be accumulated by the time worked in the employ of the Company plus time lost due to lay-off during slack periods or approved leave of absence.

(C) When an employee is transferred from one job or department to another, his

seniority status shall be determined by his total services in the Company after three (3) months satisfactory service on the new job.

(D) On all occasions when a lay-off becomes necessary due to lack of work, or in rehiring employees after a lay-off period, equally qualified employees shall be retained or rehired in the order of their seniority.

(E) A roster of the seniority of the employees shall be kept in the paymaster's offices. The roster of the seniority shall be posted in the month of May of each year and shall be bound to correction on proof within thirty (30) days of the posting. The posting is to be considered as formal notification to the Union. During the period outlined above, in the event of any questions arising as to the accuracy of the seniority list, the Company agrees to produce the records from which the list was prepared.

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

(G) A complete loss of seniority rights shall be suffered by an employee regardless of length of service for the following reasons:

1. Voluntary termination of employment with the Company;
2. If he is discharged for good and sufficient cause.
3. If he fails to return to work within ten (10) days after notification of the expiration of a lay-off period or leave of absence. (Notification shall be deemed sufficient if a registered letter is sent to his last address).

(H) Seniority shall at no time give grounds for demands for change of duties or times of work. However, where a vacancy occurs, the Company will consider suggestions made by the Union; these, however, must be made promptly, and everything being equal the senior applicant will be given the post.

ARTICLE XIII- GRIEVANCE PROCEDURE

Any matter involving the application and/or interpretation of this Agreement, or any complaint of any employee, who is subject to this agreement shall be adjusted as is hereinbelow set forth.

A Committee to process such grievances shall be designated by the Union and Company shall be advised of its members. Said Committee shall present complaints that may arise and an earnest effort shall be made to settle same immediately by the following procedure:

- (A) By conference between the employee involved and the Department Foreman. The aggrieved employee may request the presence of a member of the Union Committee, at his conference with the Department Foreman if he so chooses.
- (B) By conference between the Union Committee and the Plant Superintendent.

- (C) By conference between the Union Committee and the Plant Manager at which meeting designated representatives of the Trades and Labor Congress of Canada and general representatives of the Company may be present.

ARTICLE XIV- ARBITRATION

In the event the grievance shall not have been satisfactorily settled within a period of ten (10) days from the initiation of conferences under Step (B) above, it shall be submitted to Arbitration in conformity with the disposition of the Quebec Trade Disputes Act (Chapter 167 R.S.Q. 1941). The decision or award of the Arbitration Board shall be final and conclusively binding on the parties.

The Arbitration Board shall have no jurisdiction or authority to add to, subtract from, modify or alter in whole or in part any provision of this agreement or to set provisions of a new agreement and none of its decisions shall have that effect.

It is also agreed and understood that the general wage scale is not subject to the arbitration procedure as above outlined.

ARTICLE XV- LEAVE OF ABSENCE

The Company may, upon written request, grant a leave of absence without pay to any official or representative of the Union for the purpose of conducting Union business. In such event, the Union official or representative shall notify the Company at least one week in advance of the time the leave is desired. Such leave of absence, however, may not extend beyond the termination of this agreement.

ARTICLE XVI- REST PERIODS

The Company agrees to maintain its present practice of allowing a 15-minute rest period in the morning and one in the afternoon.

ARTICLE XVII- PAY DAYS

The Company agrees to pay its employees every week, such payments to cover earnings of the weekly period ending the Sunday preceding the pay day.

ARTICLE XVIII- BULLETIN BOARDS

The Company is to supply a bulletin board in the plant on which the Union shall be entitled to post bulletin and/or notices pertaining to the business of the Union, which have been previously submitted to and approved by the Plant Manager or his designee.

ARTICLE XIX- STRIKES AND LOCKOUTS

During the term of this agreement or during the course of negotiations for its renewal, except as provided in Article V, there shall be no strike or slowdown, complete or partial, on the part of the Union and also there shall be no lock-out on the part of the Company. The Union agrees to collaborate actively in the execution and observance of the above clause. The employees of the Company who are employed on maintenance work or on continuous operations, the interruption of which

might result in damage to plant ~~or~~ to products in the course of manufacture, shall at no time take part in any strike or slowdown of work throughout the period of their employment by the Company, and the Union agrees to take all possible steps to keep the above employees at their work.

ARTICLE XX- VACATIONS

An annual vacation with pay will be granted by the Company to its hourly rated employees subject to the following conditions:

- (a) After one year's continuous service in the employ of the Company, a continuous annual vacation with pay having a minimum duration of seven days: and
- (b) If the employee has not yet completed a year's service in the employ of the Company, a continuous annual vacation with pay having a minimum duration of as many half-days as the number of calendar months during which he has been continuously in the employ of the Company.

For each annual vacation with pay, the period of continuous service in the employ of the Company which renders the employee eligible for such vacation, begins on the first day of May of one year and ends on the thirtieth day of April of the following year.

- (c) Vacation pay shall be computed on the basis of 2% of the employees earnings during the period May 1 through April 30.
- (d) An employee who is eligible for vacation as set forth above but terminates his service with the Company prior to taking his vacation shall receive the vacation pay he was entitled to but has not received as of the preceding eligibility date, May 1, plus 2% of his earnings during the period subsequent to the preceding May 1, and the date of termination of his services.

ARTICLE XXI- TEMPORARY TRANSFERS

An employee who is temporarily transferred to a job with a higher wage rate than his own shall be paid the higher rate provided his work on said job lasts one-half day or more. In no case, however, shall a temporary transfer exceed thirty (30) days. An employee who is temporarily transferred to replace a man on a job having a lower rate than his own shall continue to receive his regular rate. This clause shall not apply when an employee would otherwise be out of work due to shutdown or lack of work in his own department.

ARTICLE XXII- DURATION OF AGREEMENT

This Agreement shall be effective as of the 12th day of September, 1949 and shall remain in full force and effect through September 12, 1950, and shall be continued thereafter from year to year unless one of the parties notifies the other in writing within 60 days of the expiration date that it wishes to modify cancel or amended the Agreement.

In the event of notice being given of an intention to amend the agreement, such notice shall contain, insofar as possible, a list of all changes proposed, and the parties shall, with reasonable promptness endeavor to negotiate a new agreement. The terms of this Agreement shall remain in effect during such period of negotiation.

IN WITNESS WHEREOF, the parties hereto ~~have~~ caused this agreement to be executed the day and year first above written.

UNION FEDERALES DES OUVRIERS DE PRODUITS
DE CONSTRUCTION LOCAL 318. TRADES AND
LABOR CONGRESS OF CANADA.

Paul S. Roux, Prés.
Téléphone Bouchard, Sec.
Victor A. Trudeau,
Representative of the Trades and Labor
Congress of Canada.

THE FLINTKOTE COMPANY OF CANADA
LIMITED

R. A. Mace
Vice-President

J. C. Grégoire
Plant Manager.

SCHEDULE "A"

THE FLINTKOTE COMPANY OF CANADA LIMITED

VILLE ST-PIERRE MONTREAL PLANT

<u>JOB TITLE</u>	HOURLY RATE EFFECTIVE SEPTEMBER 12, 1949.
Carpenter- Handy Man	0.97
Colas Mill Operator	.87
Firemen	.84
Flintsike Operator	.86
Mixer Operators	.82
Colas Drums Reconditioning	.80
Labor :A	.78
Watchman	.74
Day Janitor	.67
Laboratory- Industrial Control	.72
Charlady	.67
Labor :B	.62
Cleaning Inside of Tank Cars.	.05 premium #

0.05 per hour premium for time worked inside of tank cars.

Every new employee shall be hired at a rate of four (4¢) cents per hour lower than the regular job rate and remain at that lower rate until Management elects to pay him the regular job rate, provided however, the regular job rate must be given within four (4) weeks.

676

Collective Agreement made and entered into this 15th day of October 1948.

BETWEEN : The Ville St-Pierre, Province of Quebec, Plant of The Flintkote Company of Canada Limited(hereinafter called the "Company") PARTY OF THE FIRST PART.

AND : Union Federale des Ouvriers de Produits de Construction Local 318, Trades and Labor Congress of Canada, represented for this purpose by a Committee formed of the Employees of the Ville St-Pierre, Province of Quebec, Plant of the Company who have been duly elected by members of the Union (hereinafter called the"Union") PARTY OF THE SECOND PART.

PREAMBLE

It is the intent and purpose of the parties hereto that this agreement will promote and improve harmonious industrial and economic relationship between the members of the Union and the Company and to set forth herein the agreement between the Company and the Union, as to rates of pay, hours of work, and conditions of employment to be observed between the parties hereto.

ARTICLE I- INTERPRETATION

The term " Company " when used in this agreement, shall mean the Ville St-Pierre, Province of Quebec,(Plant of The Flintkote Company of Canada Limited, and the term "Union" shall mean local 318, Union Federale des Ouvrieres de Produits de Construction ; and the term " Employees " shall mean all the hourly paid employees of the Company at its Ville St-Pierre Plant.

ARTICLE II- RECOGNITION

The Union having been formally certified by the Quebec Labour Relations Board the 14th day of September 1948, as bargaining representatives, is hereby recognized as the sole collective bargaining agency of the hourly paid employees of the Company at its Ville St-Pierre Plant, during the term of this Agreement, or any renewal or extension thereof.

ARTICLE III- OPERATIONS OF PLANT

The plant shall be operated on every day and on the scheduled hours that the Company determines to operate it, providing it does not deny to the employees the stipulations contained in this agreement. The Union agrees to cooperate and help the Company in every way to maintain and develop proper operation of the plant.

ARTICLE IV- DISCRIMINATION

The Company will not interfere with the right of any employee to become a member of the Union. There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any employee because of membership in the Union. The Union agrees that no intimidation or coercion shall be practiced amongst the Company's employees in recruiting membership in the Union, or for other purposes and that there shall be no soliciting of membership, distribution of propaganda or the transaction of any business of the Union on Company's time except as is expressly authorized by this Agreement.

19/1959

ARTICLE V- NO STRIKE CLAUSE

As this agreement provides for the amicable adjustment of any and all differences, disputes and grievances, the Union and those it represents agree that no strike, stoppage or slowdown of work shall take place during the term of this contract, before all proceedings provided by existing regulations have been carried out in a manner to render such strike or stoppage of work legal, and then not until such strike has been authorized by a majority vote of all employees in a secret ballot supervised by the Department of Labour of the Province of Quebec. The Union undertakes to formally repudiate any strike not so authorized.

ARTICLE VI- CHECK OFF

The Company, upon the written authorization of any employee, undertakes to collect the Union dues from the pay of the employee, once a month. This authority shall as a condition of employment be irrevocable for the life of the Agreement. It is also agreed that any employee may resign from the Union in the seven (7) days prior to the expiration of this agreement by a letter addressed to the Company and the Union. This written authorization shall be in the form of a card signed by the employee which shall read as follows :

"TRADES AND LABOR CONGRESS OF CANADA DUES DEDUCTION AUTHORIZATION".

I _____ an employee of the Ville St-Pierre Plant of The Flintkote Company of Canada Limited and a member of Local 318 of the Trades and Labor Congress of Canada hereby authorize the Company to deduct the sum of _____ from my first pay each calendar month during the term of the present collective labor agreement between the Company and the Union and to remit the same to the Union Treasurer. The said amount being my monthly Union dues to Local 318, This authorization is as a condition of employment irrevocable for the life of the agreement. It is understood that if I wish I may resign from the Union in the seven (7) days prior to the expiration date of this agreement.

Dept. _____

Clock _____

Employee

ARTICLE VII- WORK WEEK AND WORK DAY

(A) The work week shall start at 7.00 A.M. on Sunday and end the following Sunday at 7.00 A.M. The work day shall start at 7:00 A.M. in the morning and end at 7.00 A.M. in the morning the next day.

(B) The normal work week for all employees covered by this agreement excepting Firemen and Watchmen shall be forty-eight (48) hours.

(C) The normal work day for all employees except Firemen and Watchmen shall be ten (10) hours on Monday and nine and one-half (9½) hours Tuesday through Friday inclusive.

(D) The normal work week for Firemen shall consist of fifty-six (56) hours. The normal working day for Firemen shall be on a rotating basis Sunday, through Saturday and shall consist of four (4) shifts of eight (8) hours and two (2) shifts of twelve (12) hours.

(E) The normal work week for Watchmen shall consist of sixty (60) hours. The normal daily working schedule for Watchmen shall be on a rotating basis Sunday through Saturday and shall consist of six (6) shifts of ten (10) hours each.

(F) Nothing in the foregoing is to be construed to indicate that the Company guarantees hours or days of work.

ARTICLE VIII- OVERTIME

(A) Time and one-half shall be paid to all employees covered by this agreement excepting Firemen and Watchmen for all hours worked in excess of ten (10) on Monday and nine and one-half (9½) Tuesday through Friday inclusive.

(B) Time and one half shall be paid to all employees covered by this agreement excepting Firemen and Watchmen for all hours worked in excess of forty-eight (48) in the working week, less all time for which daily, week-end, holiday or other overtime has been earned.

(C) Time and one-half shall be paid to Firemen for all hours worked in excess of their normal daily working schedule as outlined in Section(D) of Article VII hereof.

(D) Time and one-half shall be paid to Watchmen for all hours worked in excess of ten (10) hours per shift.

(E) Time and one-half shall be paid to Watchmen and Firemen for all hours worked in excess of fifty-six (56) in the working week less all time for which daily, holiday or other overtime has been earned.

(F) Time and one-half shall be paid to all employees covered by this agreement excepting Firemen and Watchmen for work performed from 12.00 ~~noon~~ Saturday through Monday morning at 7:00 A.M.

(G) Time and one-half shall be paid to Firemen and Watchmen for work performed on their regularly scheduled off days.

(H) All work performed on the following holidays shall be paid at time and one-half.

New Year's Day
Good Friday
Dominion Day
Labor Day
Christmas Day

Should Christmas Day fall on a Sunday then the Monday following shall be considered as the holiday.

ARTICLE IX- PAID HOLIDAYS

Employees of more than four (4) weeks' standing on Labor Day and/ or Christmas Day and who have earned pay for work performed within the four (4) weeks preceding the holiday, shall be paid for the holiday provided they have worked their last day scheduled before the holiday or their first day scheduled after the holiday. Such holiday pay shall be computed at their straight time classified rate of pay times ten (10) hours.

Employees on approved leave of absence as a result of industrial accident incurred during the contract term and while engaged in Company business, shall be eligible for holiday pay on Labor Day and Christmas Day without regard to the above-mentioned limitation.

ARTICLE X- REPORTING AND CALL IN TIME

(A) Any employee called to work or permitted to come to work without having been properly notified that there will be no work, shall receive the opportunity to perform at least three (3) hours of work at his regular rate of pay or lacking three (3) hours of work he shall receive three (3) hours pay except when the Company is prevented from giving him such employment by virtue of power failure, fire, flood, explosion, Acts of God, or other reasons beyond the Company's control.

(B) When an employee is called back for emergency work after having left the plant upon completion of a work period and before his next scheduled starting time, he shall receive a minimum of three (3) hours pay for such call in or time and one-half for the hours worked whichever is the greater. However, an employee called in within two (2) hours of his regular starting time will not be deemed eligible for call in pay but will receive time and one-half his regular rate of pay for the period between the time he started work and his scheduled starting time.

ARTICLE XI- RATES OF PAY

(A) The rates of pay for each job classification to be effective September 12, 1948, and for the term of this agreement are attached hereto as Schedule "A".

(B) Every new employee shall be hired at a rate of four (4) cents per hour lower than the regular job rate, and remain at that lower rate until the Company elects to pay him the regular job rate, provided however, the regular job rate must be given within four (4) weeks.

ARTICLE XII- SENIORITY

(A) Seniority of each employee covered by this agreement shall be established after a period of probation of three (3) months and shall count from the date of employment.

(B) Seniority shall be accumulated by the time worked in the employ of the Company plus time lost due to lay-off during slack periods or approved leave of absence .

(C) When an employee is transferred from one job or department to another, his seniority status shall be determined by his total services in the Company after three (3) months satisfactory service on the new job.

(D) On All occasions when a lay-off becomes necessary due to lack of work, on in rehiring employees after a lay-off period, equally qualified employees shall be retained or rehired in the order of their seniority.

(E) A roster of the seniority of the employees shall be kept in the paymaster's offices. The roster of the seniority shall be posted in the month of May of each year and shall be bound to correction on proof within thirty (30) days of the posting. The posting is to be considered as formal notification to the Union. During the period outlined above, in the event of any questions arising as to the accuracy of the seniority list, the Company agrees to produce the records from which the list was prepared.

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

(G) A complete loss of seniority rights shall be suffered by an employee regardless of length of service for the following reasons ;

1. Voluntary termination of employment with the Company.
2. If he is discharged for good and sufficient cause.
3. If he fails to return to work within ten(10) days after notification of the expiration of a lay-off period or leave of absence(Notification shall be deemed sufficient if a registered letter is sent to his last address).

(H) Seniority shall at no time give grounds for demands for change of duties or times of work. However, where a vacancy occurs, the Company will consider suggestions made by the Union ; these, however, must be made promptly, and everything being equal the senior applicant will be given the post.

ARTICLE VIII- GRIEVANCE PROCEDURE

Any matter involving the application and / or interpretation of this Agreement, or any complaint or any employee, who is subject to this agreement shall be adjusted as hs herenbelow set forth.

A Committee to process such grievances shall be designated by the Union and the Company shall be advised of its members. Said Committee shall present complaints that may arise and an earnest effort shall be made to settle same immediately by the following procedure ;

- (A) By conference between the employee involved and the Department Foreman. The aggrieved employee may request the presence of a member of the Union Committee at his conference with the Department Foreman if he so chooses.
- (B) By conference between the Union Committee and the Plant Superintendent.
- (C) By conference between the Union Committee and the Plant Manager at which meeting designated representatives of the Trades and Labor Congress of Canada and general representatives of the Company may be present.

ARTICLE XIV- ARBITRATION

In the event the grievance shall not have been satisfactorily settled within a period of ten (10) days from the initiation of conferences under Step (B) above, it shall be submitted to Arbitration in conformity with the disposition of the Quebec Trade Disputes Act (Chapter 167, R.S.Q. 1941). The decision or award of the Arbitration Board shall be final and conclusively binding on the parties.

The Arbitration Board shall have no jurisdiction or authority to add to, subtract from, modify or alter in whole or in part any provision of this agreement or to set provisions of a new agreement and none of its decisions shall have that effect.

It is also agreed and understood that the general wage scale is not subject to the arbitration procedure as above outlined.

ARTICLE XV- LEAVE OF ABSENCE

The Company may, upon written request, grant a leave of absence without pay to any official or representative of the Union for the purpose of conducting Union business. In such event, the Union official or representative shall notify the Company at least one week in advance of the time the leave is desired. Such leave of absence, however, may not extend beyond the termination date of this agreement.

ARTICLE XVI- REST PERIODS

The Company agrees to maintain its present practice of allowing a 15-minute rest period in the morning and one in the afternoon.

ARTICLE XVII- PAY DAYS

The Company agrees to pay its employees every week, such payments to cover earnings of the weekly period ending the Sunday preceding the pay day.

ARTICLE XVIII- BULLETIN BOARDS

The Company is to supply a bulletin board in the plant on which the Union shall be entitled to post bulletins and / or notices pertaining to the business of the Union, which have been previously submitted to and approved by the Plant Manager or his designee.

ARTICLE XIX- STRIKES AND LOCKOUTS

During the term of this agreement or during the course of negotiations for its renewal, except as provided in Article V, there shall be no strike or slowdown, complete or partial, on the part of the Union and also there shall be no lock-out on the part of the Company. The Union agrees to collaborate actively in the execution and observance of the above clause. The employees of the Company who are employed on maintenance work or on continuous operations, the interruption of which might result in damage to plant or to products in the course of manufacture, shall at no time take part in any strike or slowdown of work throughout the period of their employment by the Company, and the Union agrees to take all possible steps to keep the above employees at their work.

ARTICLE XX- VACATIONS

An annual vacation with pay will be granted by the Company to its hourly rated employees subject to the following conditions :

- (A) After one year's continuous service in the employ of the Company, a continuous annual vacation with pay having a minimum duration of seven days, and
- (B) If the employee has not yet completed a year's service in the employ of the Company, a continuous annual vacation with pay having a minimum duration of as many half-days as the number of calendar months during which he has been continuously in the employ of the Company.

For each annual vacation with pay, the period of continuous service in the employ of the Company, which renders the employee eligible for such vacation, begins on the first day of May of one year and ends on the thirtieth day of April of the following year.

- (C) Vacation pay shall be computed on the basis of 2% of the employees earnings during the period May 1 through April 30.
- (D) An employee who is eligible for vacation as set forth above but terminates his service with the Company prior to taking his vacation shall receive the vacation pay he was entitled to but had not received as of the preceding eligibility date, May 1, plus 2% of his earnings during the period subsequent to the preceding May 1, and the date of termination of his services.

ARTICLE XXI- TEMPORARY TRANSFERS

An employee who is temporarily transferred to a job with a higher wage rate than his own shall be paid the higher rate provided his work on said job lasts one-half day or more. In no case, however, shall a temporary transfer exceed thirty (30) days. An employee who is temporarily transferred to replace a man on a job having a lower rate than his own shall continue to receive his regular rate. This clause shall not apply when an employee would otherwise be out of work due to shutdown or lack of work in his own department.

ARTICLE XXII- DURATION OF AGREEMENT

This agreement shall be effective as of the 12th day of September 1948 and shall remain in full force and effect through September, 12, 1949, and shall be continued thereafter from year to year unless one of the parties notifies the other in writing within 60 days of the expiration date that it wishes to modify, cancel or amend the Agreement.

In the event of notice being given of an intention to amend the agreement, such notice shall contain, insofar as possible, a list of all changes proposed, and the parties shall, with reasonable promptness endeavor to negotiate a new agreement. The terms of this Agreement shall remain in effect during such period of negotiation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

UNION FEDERALE DES OUVRIERS DE PRODUITS
DE CONSTRUCTION LOCAL 318, TRADES AND
LABOR CONGRESS OF CANADA

THE FLINTKOTE COMPANY OF CANADA
LIMITED

Ubald Sénécal, Prés.

R.A.Mace

Vice-President

Alberti Carmichael, sec.

Rémi Duquette
Representative of the Trades and Labor
Congress of Canada.

J.C.Grégoire
Plant Manager.

SCHEDULE A

THE FLINTKOTE COMPANY OF CANADA LIMITED
VILLE ST PIERRE MONTREAL PLANT

<u>JOB TITLE</u>	<u>HOURLY RATE EFFECTIVE SEPTEMBER, 12, 1948</u>
Carpenter- Handy Man	\$ 0.93
Colas Mill Operator	0.83
Firemen	0.80
Mixer Operators	0.78
Colas Drums Reconditioning	0.76
Labor : A	0.74
Watchman	0.70
Day Janitor	0.63
Laboratory- Industrial Control	0.63
Charlady	0.63
Labor : B	0.58

Every new employee shall be hired at a rate of four (4) cents per hour lower than the regular job rate and remain at that lower rate until Management elects to pay him the regular job rate, provided however, the regular job rate must be given within four (4) weeks.