

S-939

GEN. CAR & FOUNDRY -

Langue-Pointe.

1948-49



48.49
S.939

MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

QUÉBEC, ce 13 novembre 1948.

MEMO destiné à La Commission du Salaire Minimum,
286, rue St-Joseph,
QUÉBEC.

Sujet: Convention collective entre Canadian Car &
Foundry Co. Ltd. (Longue Pointe Plant) et Montreal Steel
& Foundry Workers' Union.

Monsieur,

Je vous inclus une copie de cette convention
conclue sous la Loi des Syndicats Professionnels, (S.R.Q., 1941, cha-
pitre 162 et amendements), datée du 17 août 1948 et déposée au
ministère du Travail sous le numéro 939.

Sincèrement à vous,

Le sous-ministre,

H-15

T-1174



JUGE EUDORE BOIVIN.
PRESIDENT.

PIERRE-A. GOSSELIN.
MEMBRE.

BRUNAY BRAIS.
MEMBRE.

48.119
1.939

REF. 551/1

COMMISSION DE RELATIONS OUVRIERES DE LA PROVINCE DE QUEBEC.

LABOUR RELATIONS BOARD OF THE PROVINCE OF QUEBEC

286, RUE ST-JOSEPH.
QUEBEC.

4 EST, RUE NOTRE-DAME
MONTREAL.

A

Québec le 16 novembre 1948

LETTRE REÇUE

NOV 17 1948

BUREAU
SOUS-MINISTRE
DU TRAVAIL

Monsieur Gérard Tremblay,
Sous-ministre du Travail,
Hôtel du Gouvernement,
Québec, P.Q.

RE:- Canadian Car & Foundry Co. Ltd. (Longue Pointe Plant)
&
Montreal Steel & Foundry Workers' Union.

Monsieur le sous-ministre,

J'accuse réception de votre lettre
du 13 novembre 1948, accompagnée pour dépôt
de deux copies certifiées d'une convention de travail,
en date du 17 août 1948, intervenue entre
les parties ci-dessus mentionnées et déposée au minis-
tère du Travail, le 13 septembre 1948
sous le numéro 939

mp/

Bien à vous,

par P. E. Bernier
Le secrétaire,

P. E. Bernier, LL.L

3667



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

QUÉBEC, ce 13 novembre 1948.

MEMO destiné à La Commission de Relations ouvrières,
286, rue St-Joseph,
QUÉBEC.

Sujet: Convention collective entre Canadian Car & Foundry
Co. Ltd. (Longue Pointe Plant) et Montreal Steel &
Foundry Workers' Union.

Monsieur,

Conformément aux prescriptions du deuxième para-
graphe de l'article 19-A de la Loi des Relations ouvrières (S.R.Q.
chapitre 162-A et amendements), je vous inclus, pour dépôt,
deux copies certifiées de cette convention datée du ¹⁷
soit 1948 et déposée au ministère du Travail le **13 sep-**
tembre 1948 en exécution de la Loi des Syndicats profession-
nels (S.R.Q., 1941, chapitre 162 et amendements), sous le nu-
méro **939**.

Sincèrement à vous,

Le sous-ministre,

H-14



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 17 septembre 1948.

MEMO destiné à La Commission de Relations ouvrières,
286, rue St-Joseph,
Québec.

Sujet: Convention collective entre
Canadian Car & Foundry
Co.Ltd. et Montreal Steel & Foundry Workers' Union.

Je vous inclus une copie du certificat constatant le dépôt
de cette convention collective enregistrée au ministère du Travail
en exécution de la Loi des Syndicats professionnels (S.R.Q., 1941,
chapitre 162 et amendements), le 13 septembre 1948 sous le numéro

939.

Sincèrement à vous,

Le sous-ministre

80.



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, September 17, 1948.

Mr. Geo. Walsh, Director of Personnel,
Canadian Car & Foundry Co.Ltd.,
621, Craig St.West,
Montreal.

Dear Sir,

Enclosed please find a certificate of the deposit made with the Department of Labour on September 13, 1948 under Number 939 of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between

Canadian Car & Foundry Co.Ltd. et Montreal Steel & Foundry Workers' Union.

The labour association party to the above mentioned agreement having been certified on September 25, 1946 as bargaining agent by the Quebec Labour Relations Board, the deposit of such agreement with the Department of Labour has also the effect of the deposit contemplated in the Labour Relations Act (R.S.Q., 1941, Chapter 162-A and amendments).

Sincerely yours,

Deputy Minister.

gc.



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 17 septembre 1948.

Monsieur G. Beauchamp, secrétaire,
Montreal Steel & Foundry Workers' Union,
621 ouest, rue Craig,
Montréal.

Cher monsieur,

Je vous inclus un certificat constatant le dépôt fait au ministère du Travail, le 13 septembre 1948 sous le numéro 939, de la convention collective conclue sous la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements) intervenue entre

Canadian Car & Foundry Co.Ltd. et Montreal Steel & Foundry Workers' Union.

La partie ouvrière ayant été reconnue le 25 septembre 1946 comme agent négociateur par la Commission de Relations ouvrières de Québec, le dépôt de cette convention au ministère du Travail a aussi les effets du dépôt exigé par la Loi des Relations ouvrières (S.R.Q., 1941, chapitre 162-A et amendements).

Veuillez agréer l'expression de mes meilleurs sentiments.

Le Sous-Ministre

gc.



Loi des Syndicats Professionnels
(S.R.Q., 1941, chapitre 162 et amendements)

Professional Syndicates' Act
(R.S.Q., 1941, Chapter 162 and amendments)

CERTIFICAT DE DÉPÔT D'UNE CONVENTION COLLECTIVE
CERTIFICATE OF DEPOSIT OF A COLLECTIVE AGREEMENT

Numéro
Number **939**

Les présentes établissent que le
It is hereby certified that on the **treizième**

jour du mois de **septembre**
day of the month of

huit
nineteen hundred and forty

le ministère du Travail a reçu de
the Department of Labour has received from **Geo. Walsh, Directeur du Personnel, Canadian Car & Foundry Co. Ltd. (Longue Pointe Plant)**

la convention mentionnée ci-après, laquelle a été déposée sous le numéro
the hereinafter mentioned agreement, which has been deposited under Number **939**

savoir:
to wit:

Une convention collective en date du **17 août 1948.**
A collective agreement under date of

intervenue entre: **Canadian Car & Foundry Co. Ltd. (Longue Pointe Plant) et Montreal Steel & Foundry Workers' Union. En vigueur pour une année à compter du 31 juillet 1948. Renouvellement automatique.**
between:

Donné en l'Hôtel du Gouvernement, en la cité de Québec,
Given in the Government House, in the City of Quebec,

Sceau - Seal

ce
this **dix-septième**

jour du mois de
day of the month of

septembre mil neuf cent quarante-
nineteen hundred and forty- **huit.**

so.

.....
Sous-ministre

.....
Deputy Minister

CONVENTIONS COLLECTIVES		
VISA DE	Date	Par
Estampille	✓	S.B.
Signatures	✓	MC
Incorporation	9-7-42	
Reconnaissance	259-46	
Numerotage	939	
Formule	4-2	



Quebec, September 14th, 1948

Mr. G. Walsh, Director of Personnel,
Canadian Car & Foundry Company, Ltd.,
621 Beas Craig Street,
Montreal 3, P.Q.

RE: Canadian Car & Foundry Co. Ltd Longue
Pointe Plant

Montreal Steel & Foundry Workers' Union

Dear Sir:-

Section 23 of the Professional Syndicates Act, by virtue of which the above mentioned Montreal Steel & Foundry Workers' Union seems to be incorporated, stipulates that any Collective Labour Agreement must be deposited by one of the signatory parties with the Minister of Labour.

Then Section 19-A of the Labour Relations Act, mentions that such deposit shall dispense the parties, from the transmission contemplated in Section 19 of that Law.

Therefore, we have sent to the Minister of Labour, the Collective Labour Agreement which you sent with your letter of September 13th, 1948 concerning the above noted matter.

Yours very truly,

MP.

Joint Secretary.

September 8th, 1948.

Mr. H.C. LeBrun,
Vice-President,
Labour Relations Board,
286 St. Joseph Street,
Quebec, Que.

Dear Sir:-

I am attaching hereto, for your records, copy of the agreement recently entered into between Canadian Car & Foundry Company, Limited and the Montreal Steel & Foundry Workers' Union, covering employees in our Longue Pointe Plant.

Yours very truly,

G. Walsh,
Director of Personnel.

GW:BLM.

AGREEMENT BETWEEN
CANADIAN CAR & FOUNDRY COMPANY LIMITED
LONGUE POINTE PLANT
and
MONTREAL STEEL AND FOUNDRY WORKERS' UNION

PARTIES TO THIS AGREEMENT: Parties to this Agreement shall be Canadian Car & Foundry Company Limited, Steel Foundry Division, Longue Pointe Plant, hereinafter referred to as the Company and the Montreal Steel and Foundry Workers' Union, hereinafter referred to as the Union, duly certified by the Quebec Labour Relations Board.

OBJECT OF AGREEMENT: The general purpose of this Agreement is in the mutual interest of the employer and employee, to provide for the operation of the plant hereinafter mentioned, under methods which will further to the fullest possible extent the safety, welfare and health of the employees, economy of operation, quality and quantity of output, cleanliness of plant, and protection of property. It is recognized by this Agreement to be the duty of the Company and the employees to cooperate fully, individually and collectively for the advancement of said conditions.

1. **DEFINITIONS:** In the present decree, the word employee designates any hourly rated worker belonging to groups, categories or classes of workers employed by the Canadian Car & Foundry Company Limited, Steel Foundry Division, Longue Pointe Plant.
2. **TERRITORIAL JURISDICTION:** The present decree shall apply exclusively to the Steel Foundry Division, Longue Pointe Plant of the Canadian Car & Foundry Company, Limited, Montreal.
3. **HOURS OF WORK:** Forty-five (45) hours shall be considered the maximum number of regular working hours per week consisting of not more than nine (9) hours per day or shift, Monday to Friday inclusive, except as herein stated. The maximum regular work week for Maintenance employees shall be forty-nine (49) hours per week consisting of nine (9) hours per day or shift, Monday to Friday inclusive, and four (4) hours on Saturday. The maximum regular work week for Power House, Fire and Safety Patrol Men, Police and Guards shall be fifty-six (56) hours per week. The hours of work for the day shift shall be between 7:00 A.M. and 7:00 P.M. It is understood, however, that the Company has the right to establish three-eight hour shifts in any Department to implement its business, if it so desires. Should three-eight hour shifts be established, employees shall be paid for their lunch period and be paid overtime after eight (8) hours in each shift.

Any worker or workers called in for Maintenance work on a Saturday must be employed on work that is agreed to by the union as being entirely of a maintenance nature, with a payment of overtime after four (4) hours. Said worker or workers to be notified before-hand of the rate which will apply for this class of work. All craftsmen brought in for Saturday work on maintenance or repairs will be classed as Maintenance workers with a payment of overtime after four (4) hours, provided the craftsmen accepts the job with the knowledge that same is to be maintenance work. Maintenance work shall consist of the manufacture, repairs and upkeep of tools, jigs, templates, furnaces, machinery, movable or immovable, maintenance and repair of buildings and all services pertaining to heating, lighting, water or oil pipe lines, but does not include actual manufacture of company products.

4. **OVERTIME:** Overtime rates shall be paid on the basis of one and one half times the
 - a) regular hourly rate after 8 or 9 hours have been worked in one shift as indicated in clause 3 and double the regular hourly rate after 12 hours have been worked in one continuous shift, except power house employees, fire and safety patrolmen, police and guards. Power house employees and fire and safety patrolmen will be paid overtime after fifty-six hours have been worked in one week also Police and Guards after fifty-six hours in one week.
 - b) Work done on New Year's Day, Good Friday, Victoria Day, Thanksgiving Day, St. John the Baptist Day, Dominion Day, Labor Day, Christmas Day and Sundays shall be paid for at double the regular hourly rate with the exception of power house employees, fire and safety patrolmen and police and guards. The hours for payment of double time shall be calculated as from 7 A.M. (holidays or Sundays) to 7 A.M. the following day. Any day declared by statute or decree to be observed as one of the above holidays in the event of any of them falling on Sunday shall be paid for at the rate of double time if worked, with the exception of power house employees and fire and safety patrolmen, Police and Guards.
 - c) Any police, guards, fire and safety patrolmen and power house employees, whose work calls for a six day week with a day off, when requested to work on a statutory holiday during their six day work week will be paid time and a half for the holiday worked, excluding Sundays.

WORKING: (cont'd.)

- d) Piece workers will be paid piece work plus half their hourly rate for all work done at piece work after nine hours in one day or shift.
Premium Time (Piece Workers) Employees working on piece work on Sundays and legal holidays will be paid premium time for these days at the rate of their Piece Work Earnings, plus their hourly rate (Double employee's classified rate guaranteed). Any piece worker who fails to make his day rate will be paid straight time only for all hours worked.
- e) Late starting up to three minutes shall not be taken into account when calculating pay or overtime. Employees more than three minutes late shall lose fifteen minutes, employees more than eighteen minutes late shall lose one half hour, and so on for each fifteen minute period. No employee reporting late for work will be required to start work until the end of the penalty period. A full eight or nine hours must be worked before overtime premium becomes effective. Any employee failing to either punch in or out will be penalized one half hour for each punch missing.
- f) Swing shift workers or any workers on the continuous shift punching late, i.e., after the shift hour will not be permitted to commance work before the fifteen minute period and will lose fifteen (15) minutes. Any workers on the previous shift staying on to replace the late worker will be paid for same.
- g) Special premium rates as indicated in the agreement shall be excluded in all cases when calculating overtime.
- h) For the purpose of allowing all workers who are not paid for their lunch period, time to put their tools away and otherwise make ready to leave their work place, the company undertakes to signal by whistle ten minutes before the end of each shift. All workers with no equipment to put away must work up to three (3) minutes before the end of the shift.

All workers on the continuous shift, i.e., paid for the lunch period will not be permitted to punch out before the end of the shift.

Any employee leaving prior to the completion of a shift, with permission of his foreman is not covered by the quitting time and is not to be granted the three minutes.

5. VACATIONS WITH PAY: Vacations will be granted in accordance with established Company policy; copy of such policy as indicated in Appendix "F" herein.

- a) PAID STATUTORY HOLIDAYS: The following statutory holidays will be paid for if not worked, in accordance with policy attached hereto and known as Appendix "G":

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

6. CLASSIFICATION OF EMPLOYEES: The rating of employees in accordance with the following classifications shall be done by the Company and in conjunction with the Parity Committee in case of dispute.
 - b) Any Production Worker Class "A" or Class "F" transferred at his own request to a different type of work may be reclassified at the discretion of the Company.
 - c) At the option of the Company the nature of employment shall be either by the hour or by the piece. No employee shall suffer a reduction in his rate by reason of effecting this decree. Any piece work price after being set by Cost Central Department is not to be changed except by mutual consent. In the event of additional mechanical equipment being installed, or changes in pattern equipment, piece work rates will be adjusted by time study.
7. MINIMUM WAGES: Employees on piece work shall receive not less than the rate at which they are classified for the number of hours worked.
 - b) All employees working on night shift 7 P.M. to 7 A.M. will be paid five cents (5¢) per hour premium for each hour worked.
 - c) Change bands: - not less than five cents (5¢) per hour more than the rate for the classification which they hold.

8. **CHANGE IN WORKING HOURS:** The Company shall take all reasonable steps to give employees advance notice of any change or cancellation of their regular working hours. Any employees not so notified, who have reported for their work at regular starting time and shall not be required to work on the shift for which they have reported and for whom no work can be found for the full period of their regular working hours (at their regular rate) shall be paid two hours time at regular hourly rate to compensate them for transportation and loss of time; except that, where such change in working hours is due to causes beyond the Company's control, the employees shall not be entitled to receive payment. In case of any dispute same can be taken up by Shop Committee to the Parity Committee.
9. **MINIMUM RATES OF PAY:** The Company, at its discretion, may pay any employee at a rate higher than the minimum for his or her classification provided for in this agreement. (within the range established.)
10. **PAYMENT OF WAGES:** Wages will be paid by cash once a week; such payment to take place before the end of the shift, whenever possible.
11. **DEDUCTION FROM WAGES:** Deduction from wages, except those required by law shall be made only upon authorization signed by the employee and acceptable to the Company.
12. **UNION SECURITY:** The Company agrees to a voluntary revocable check off of union dues of members of the Union. Such check off must be authorized by the employee upon special form provided by the Montreal Steel and Foundry Worker's Union. It is understood that the amount to be deducted shall be such sum as may from time to time be assessed by the Union on its members according to its constitution for general union purposes only and shall not extend to special assessments or entrance fees. The deductions shall be made each week and cheque for the total amount collected remitted to the Financial Secretary of the Montreal Steel and Foundry Worker's Union after which all Company responsibility in the matter will cease.
- a) **MANAGEMENT'S RIGHTS:** The Union recognizes the exclusive right of the Company to manage its plant and its other activities and to direct its working forces, to reorganize, close, disband any department or section thereof, and including the right to hire, suspend, discharge, lay-off, promote, demote and transfer employees, measure their work and change classification of employees, provided the Company shall not use such rights and powers for the purpose of discriminating against any members of the Union or to evade seniority or other rights provided for in this Agreement.
13. **DISPUTES:** Disputes covered by this Agreement shall be negotiated by a duly constituted Parity Committee consisting of no less than eight (8) members, which membership will be composed of an equal number of representatives of Management and Employees. The employees' Section will be elected by the Labour Bargaining Agency in the Plant and Management's Section will be appointed by Management. This body to meet on a common ground with a Chairman duly elected by the Committee. Such Chairman must not be actually connected with the plant. A Secretary will also be elected, who will record all minutes and handle the affairs usually assigned to the office of Secretary. A proper Constitution and By-Laws will govern the functions of this body.
 - b) All decisions arrived at by agreement by the Parity Committee shall be final and binding upon the Company and the employees.
 - c) **PROCEDURE FOR GRIEVANCES:** If any employee in a department has a grievance, he must take the matter up with his delegate who will investigate the matter thoroughly and endeavour to settle it for him through the Charge Hand, and failing this through the Foreman. If the grievance still remains unsettled it shall be turned over to the Chief Delegate of the department, if there is one, who will study the matter. If in the opinion of the Chief Delegate a legitimate grievance exists, he will bring the matter to the attention of the General Foreman and if a satisfactory adjustment is still not obtained, he will submit the case to the Superintendent of the department. In event the Chief Delegate is unable to adjust a grievance through the Superintendent of the department, it will become a dispute and will then be turned over to the Union's Negotiating Committee which will, if it sees fit, take the matter before the Parity Committee.
14. **ARBITRATION:** It is further understood and agreed that where a grievance submitted through the proper channels to Management and to the Parity Committee cannot be satisfactorily adjusted, same shall be referred to an Arbitration Committee which shall consist of not less than three, or more than five persons, one or two to be chosen by the Union, representing the employees and a like number chosen by Management to represent the Company. The other member shall be chosen by mutual consent of both parties to the Agreement and such member shall be Chairman. If a Chairman cannot be mutually agreed upon by the employer and employee, within five days, the Minister of Labour of the Dominion or Provincial Government will be asked to appoint a Chairman. Whatever decision is arrived at by the Arbitration Committee shall be considered final and binding on both parties.

15. **SENIORITY:** Seniority Status shall be established after a period of probation of six months and shall be effective from date of employment. A list of employees shall be maintained, drawn up according to date of hire and by department to establish such seniority status. If, however, a man is transferred by the Company from one department to another, this man may claim seniority in the department he has been transferred from if he so desires. However, in the case wherein a man has been transferred from one department to another at his own request, such employee will at the end of a period not exceeding three months, acquire seniority status in the new department.
- b) It is understood that officers, delegates and members of the Parity Committee will hold seniority rights over all others in their department during their tenure of office and during their tenure of office they shall not be discharged except through the Parity Committee.
 - c) Men of seniority and equal ability shall be favoured with work before men of lower seniority in their respective departments. Employees shall be rated and grouped according to ability, each employee holding seniority in his own and lower rated groups. In event of a reduction in staff affecting an employee in one group, he may be reduced in classification and claim seniority rights in a lower rated category of the same occupation. He may not, however, claim seniority rights over an employee who holds a higher classification.
 - d) Any worker may claim seniority over a worker in another occupation in the same department if he proves equal ability and longer service.
 - e) In the event of a reduction of staff, Union members shall be retained in preference to workers who are not Union members; all things being equal.
 - f) The employer shall have the privilege of employing any workmen incapacitated by reason of accident, infirmity or advanced age at a wage rate less than that specified in the category concerned. Such wage rate shall be determined by the Parity Committee.
 - g) Any employee leaving the company temporarily and desiring to retain his seniority must apply for leave of absence. Any employee on leave of absence must renew same every calendar month in order to retain his seniority. In the case of sickness or disability leave of absence will not exceed one month for each year of service.
 - h) Continuous service shall be the basis for calculating seniority and shall be considered broken by:
 - a) Voluntarily quitting.
 - b) If an employee overstays an authorized leave of absence for a period of 5 days without just cause or if an employee being laid off fails to report for work seven (7) days after being recalled.
 - c) Absence due to lay-off which continues for more than one year.
 - d) Absence due to disability for more than the allowable time as indicated in Clause 15 (g). Except those employees injured while on duty they shall receive credit for continuous service until the termination of the period that statutory compensation is payable.
 - e) Any unauthorized slowdowns or unauthorized strikes will result in loss of seniority by the employees concerned.
 - i) If a worker is laid off, due to lack of work or reduction of staff, and requests that he be classified into a lower rated category of his occupation, in order to avoid being laid off, such worker will be reinstated into the higher rated category from which he was originally laid off before workers who have been laid off are recalled irrespective of seniority status.
 - j) In the event a job vacancy develops, a worker from a lower rated category will be promoted to fill such vacancy, provided he has the necessary qualifications. Any new worker will be hired in the lowest rated category in each department.
 - k) Any employee being recalled after discharge within a calendar month will retain his seniority.
 - l) Any worker who is laid off must apply every six months in order to retain his seniority.
 - m) No direct relative of any foreman may be hired to work for him in his own department.

- 16. PROMOTIONS: Notice of all openings for promotion shall be posted on the bulletin boards and any eligible employee may file an application for same.
- b) Promotions to more desirable or better paying jobs will be made on a seniority basis, consideration being given to the ability of the eligible employee to qualify for the new position.
- 17. DISCHARGE: The Company at its discretion may discharge any employee when, in the opinion of the Management, there exists sufficient cause.
 - b) The union may at its discretion request, and the Company shall furnish on such request, the reason or reasons for the discharge of any employee of the Company covered by this agreement.
 - c) Having informed the Union of the reason or reasons for the discharge of any employee, the Company shall be under no obligation to discuss or negotiate said discharge with the Union unless the Union shall furnish, within seven days of the date of said discharge, prima facie evidence in writing of unjust discharge.
- 18. LAY-OFF: In the event of a layoff, the union shall be supplied with a list of the men to be laid off within a period of three days prior to such layoff, so that they may study same, and if it is thought that an injustice has been done same can be taken up through the regular grievance procedure.
- 19. RATE OF PAY AND QUALIFICATIONS FOR CLASSIFIED AND GRATED OCCUPATIONS: shall be in accordance with Appendix "A" herein.
- 20. SHOP RULES AND REGULATIONS: Plant rules and regulations with penalties for infractions thereof shall be instituted in accordance with Appendix "D" herein.
- 21. STRIKES AND LOCKOUTS: During the life of this Agreement or while negotiations for a further Agreement are in progress, there shall be no strikes or slowdown on the part of members of the Union nor any lockout on the part of the Company.
- 22. RENEWAL AND TERMINATION: This agreement is in force for a period of one year from the first day of July 1948 and shall remain in force from year to year unless either party gives notice in writing to the other party within a delay which shall not be more than 60 days nor less than 30 days prior to the expiration of each period of its intention to terminate the agreement or seek amendments thereto, and in the latter case the present agreement shall remain in force until the next agreement is duly signed.

Signed at Montreal, Quebec, on the 17th day of August 1948.

For
INTERNATIONAL STEEL & FOUNDRY WORKERS' UNION

For
CANADIAN CAR & FOUNDRY COMPANY LIMITED CO.

H. Mackenzie
President

J. J. J. J.
Vice-Pres. & Gen. Mgr.

Geo. Gauthier
Vice-President

Geo. L. L.
Director of Personnel

L. Beauchamp
Secretary

C. F. Pascoe
Asst. Gen. Mgr. Foundry Division

L. G. G.
Steward

C. J. J.
Gen. Mgr.

Typed by: P.G. & B.L.M.
Checked by: D. D.

QUALIFICATIONS NECESSARY FOR CLASSIFIED AND GRADED OCCUPATIONS

Class "A": - An employee who is thoroughly experienced in the work of his specific classification and can perform any operation pertaining to his classification with a high degree of accuracy, productivity and skill without direction from others and can work directly from drawings and/or specifications if his occupation calls for same.

Class "B": - An employee who is experienced in the work of his classification and can undertake any type of moderately difficult work with a high degree of accuracy and skill, but has not the productivity to warrant a Class "A" degree.

Class "C": - An employee with a limited amount of knowledge and experience in his work and requires direction and supervision and has not the accuracy, productivity, skill and initiative to warrant being classified upward.

GRADED OCCUPATION: Grading will be done in accordance with the length of service, ability, punctuality, and department requirements.

Grade 1 - An employee who has had at least three years' experience in the occupation and can perform his duties with accuracy, efficiency, reliability and a minimum of direction.

Grade 2 - An employee who has had at least one year experience in the occupation and whose production ability is such as to warrant the grade.

Grade 3 - An employee who has had less than three months' experience in the department in the plant.

SKILLED EMPLOYE:

An employee who has gained a certain amount of experience, but requires close direction and supervision and has not acquired sufficient knowledge and skill to warrant being classified in a regular trade occupation.

SEMI-SKILLED EMPLOYE:

An employee who is assigned to a defined classification in connection with the actual production of the product, under direct supervision and who has insufficient ability to warrant being classified in a regular trade occupation.

LEARNER:

An employee who has no experience but has sufficient knowledge and ability to work in a semi-skilled occupation in his department under direct supervision. Any such employee showing exceptional ability may be recommended for an increase if the foreman furnishes sufficient evidence that same is warranted.

UNSKILLED EMPLOYE: (GENERAL)

Comprises work in any department not otherwise specifically classified and defined and accepted as general or common labour, such as moving or handling materials, loading or unloading cars, or any other miscellaneous work as directed.

It is agreed that a job evaluation and production bonus plan will be instituted as soon as possible.

- 9 -
APPENDIX "A"

CLASSIFICATIONS	Minimum Rates per hour Classifications			Minimum Rates per hour Graded			Minimum Rates per hour non-graded
	A	B	C	1	2	3	
ITEM 3							
MISCELLANEOUS DEPARTMENT							
Checkers - All Departments				.99	.94	.89	
Checkers - Learners - All Departments				.84	.79		
Chemical Lab. Sr.	1.15	1.07	1.04				
" " Int.	.99	.94	.89				
" " Jr.	.84	.79	.74				
Clarks & Shavers, Sr. All Departments				1.07	1.04	.99	
" " Int. " "				.94	.89	.84	
" " Jr. " "				.79	.74	.69	
Inspectors - All Departments				1.07	1.04	.99	
Inspectors (Assistant) All Departments				.94	.89	.84	
" Learners " "				.79	.74		
Metal Pattern - Machinists	1.15	1.07	1.04				
Power House Engineers 2nd Class							1.05
" " 3rd Class							.89
" " 4th Class							.84
Swimmers							.84
Welding Department - All Departments				.89	.84		
Shipping Department				.89	.84		
Skilled Helpers				.89	.84		
Helpers - All Departments				.89	.84		
Unskilled Helpers							.79
ITEM 4							
MACHINE DEPARTMENT							
Driving Mill Operators				1.04	.99		
Chippers				.99	.94	.89	
Chippers				.94	.89	.84	
Cutters				1.15	1.09	1.04	
Turners (Anvilers)				1.04	.99	.94	
Gas Burner Operators							.84
Grinders				.89	.84	.89	
Pressmen				1.04	.99	.94	
Super Machine Operators				.99	.94	.89	
Smelters				1.07	1.04	.99	
Smelter Assistants				.84	.84		
Tappers (Automatic)	1.15	1.07	1.04				
Tappers							.84
Welders	1.15	1.09	1.04				
Minor Annealing Furnace							Basic rate plus Operator .10¢ per hour premium four employees only.
Mechanical Wheelabrator (New Equipment)				.94	.89		
Hot-Blast & Table Blast Operators				.84	.89		
ITEM 5							
MISCELLANEOUS DEPARTMENT							
Crane Operators				.99	.94		
Spur Operator							1.04
Electricians	1.15	1.09	1.04				
Crane Operators shall be paid at the following rates per hour, according to the cranes which they are operating.							
CRANE LOCATION	CRANE NO.						
Male "A"	5						1.04
"	5-A						1.04
"	6						.99
Male "B"	6						1.04
"	20						1.04
"	8						1.04
"	10						1.04
"	18						.84
Male "C"	8-A						.89
"	8						1.04
"	17						.89
Male "D"	10						1.04
"	25						1.04
"	11						1.04
"	25						.89

- 6 -
"APPENDIX A"

CLASSIFICATIONS	Minimum Rates per hour Classifications			Minimum Rates per hour Graded			Minimum Rates per hour non-graded.
	A	B	C	1	2	3	
CRANE LOCATION							
CRANE NO.							
Aisle "F"							1.04
"	20						1.04
"	21						.99
Aisle "F"	13						1.04
"	14						.99
Aisle "F"	22						.99
"	23						.99
Aisle "F" Int.	21						.94
Mach. Shop	15						.94
"	16						.94
Frog & Switch	26						.94
"	7						.99
"	8						.99
Shell Shop	24						.94
Pump Shop	24						.94
"	25						.94
Business	27						.99

With respect to any crane which is transferred to another Aisle or any new crane which is installed, the new rate for such cranes to be designated by Management in conjunction with the Union.

Any Crane Operator who is called upon to temporarily operate a lower rated crane after his regular shift shall be paid the rate earned on his previous shift.

NOTE: No employee shall suffer a reduction in his rate by reason of effecting this decree.

ITEM 6

Builder & Care Makers	1.19						
Chiseler				.94	.99	.94	
Care Finisher	1.07	1.04					
Flaskfitter	.99	.94	.99				
Copper Machine Operator				.99	.94		
Shake Out Man				.94	.99	.94	
Builder Finisher	1.07	1.04					
Builder Machine Operators							.94
Sand Blinger Operator				.99	.94	.99	
Salvage Attendant							.94
Lower Care Engineers in Dept:							
Care Department 1st year							.99 .94
2nd year							.79 .94
3rd year							.99
Care Factory				1.04	.94	.99	
Care Oven Insulators							.94
Care Oven Insulators							.99

ITEM 7

FROG & SWITCH

Chiseler				.94	.99	.94	
Boiler				.99	.94	.99	
Fitters	1.04	.99	.94				
Chiseler				.99	.94	.99	
Mach. OIT				1.15	1.07	1.04	
Punch & Shear				1.04	.99	.94	
Process				1.04	.99	.94	
Flamer				1.04	.99	.94	
Rail Bender				1.04	.99	.94	
Driveter				1.04	.99	.94	
Sw Operator				1.04	.99	.94	
Shaper Operator				.99	.94		
Welder	1.15	1.09	1.04				

ROLL DEPARTMENT

Template Body Finisher							1.15
Roll Turners	1.07	1.04					

"APPENDIX "A"

CLASSIFICATIONS	Minimum Rates per hour Classifications			Minimum Rates per hour Graded			Minimum Rates per hour non-graded
	A	B	C	1	2	3	
	OPEN HEARTH DEPARTMENT						
Bricklayers	1.85	1.80	1.15				
Bricklayers Improvers				1.07	1.04		
Charge Weighers							.80
Chemists (Preliminary)				.80	.84		
Chargers							.84
Helpers 1st							1.04
" 2nd							.84
" 3rd							.80
Ladlesmen 1st							1.04
" 2nd							.80
Melters							1.07
Fitters							.80
Fitter Helper							.84
Stoppers							.84
Furnace				.84	.79		
Hot Magnesium furn. Oper.							.84
Hot Magnesium furn. Asst. Oper.							.84
Hot Maintenance repairs on O.H. Furnace shall receive 10% per hour premium unless such work is done on piece work basis.							
ITEM 8							
MACHINE SHOP & MAINTENANCE DEPT.							
Motors & Silvers				.84	.80	.84	
Mechanics	1.15	1.07	1.04				
Burners				.84	.80		
Carpenters	1.04	.80					
Joiners				.84	.80	.84	
Cleaners							.79
Mechanics	1.15	1.00	1.04				
Millwrights	1.15	1.00	1.04				
Oven Fireman				.80	.84		
Oil, pump				.80	.84		
Painters	.80	.84	.80				
Steamfitters	1.15	1.00	1.04				
Tinsmiths	1.15	1.07	1.04				
Welders	1.15	1.00	1.04				
Hammersmiths	1.18	1.13					
Leader Hammersmiths							1.38
Fire & Safety Patrolman				.84	.80		
Boiler Engine Mechanical Leader							1.35
Crane Repairmen				1.07	1.04	.80	
ITEM 9							
YARD DEPARTMENT							
Truckmen				1.04	.80	.84	
Crane Operators (Locomotive)							1.15
Engineers Locomotive							1.11
Fireman							.84
Yard & Tractor							.84 .79

Scrap Breaker Operators and Nail Breaker Operators (one per unit per shift) to be paid 80% per hour while operating such units.

Any yard employee called upon to burn scrap in the yard will be paid 80% per hour while engaged on such work.

A premium of five cents (5¢) per hour to be paid Yard and Tractor in Yard Department when loading or unloading cars of: Burnt Lime, Magnesite, Dolomite, Silica Flour, Fireclay, Ladleclay and all Dry Mould and Core Binders in Bulk. Also for unloading carload refuse from pit at Gas House.

Employees called upon to repair or clean Oil Tanks will receive a premium of half their regular rate while engaged on such work.

It is also understood that workers on piece work will receive 10% per hour for each hour worked over and above their piece work rate.

"APPENDIX "A"

CLASSIFICATIONS	Minimum Rates per hour			Minimum Rates per hour			Minimum Rates per hour
	Classifications			Graded			non-graded
	A	B	C	1	2	3	
ITEM 10							
SARAVENIA DEPARTMENT							
Counter Girls				.60	.64		
Sandwich Girls				.60	.64		
Cleaners				.70	.74		
Cashiers				.70	.74		
Cook							.74
ITEM 11							
POLICE							
Sergeant							.84
Corporal							.80
Constables							.87
Constables (Probationary 3 months)							.85

In the event the company deems it necessary for checkers, grinders, cutters and welders to work off the company premises the following premium will apply to the workers basic rate: Outside of a one mile radius of the plant .05¢ premium for every hour worked. In the vicinity of Ville St. Pierre and Lachine a .10¢ premium for every hour of work. Premiums are not subject to overtime.

SPECIAL PROVISION: It is especially provided that all operations wherever located and relating to the installation, adjustment or readjustment of machinery and equipment and not exceeding the sum of \$750.00 per unit in labour cost, may be executed by the permanent forces of the Company at the rates herein provided.

"APPENDIX 'B'"

Calculated Period
1948 - 1949
Amended June 5, 1949.

POLICY COVERING VACATION WITH PAY

One week vacation with pay

1. **ELIGIBILITY:** All hourly rated employees shall be entitled to one week's vacation with pay, payment of such vacation shall be based on 2% of the employee's earnings, June to May in the current year providing he has 30 days employment in the current year.
2. **DISCHARGES OR QUIT:** If an employee leaves the company's service of his own accord or is dismissed for cause, he shall be paid 2% of his earnings in the current vacation year in lieu of vacation at the time of his separation providing he has had one month employment immediately prior to his separation.
3. **OCCUPATIONAL ACCIDENTS:** An employee who has been with the company for one year and who sustains an occupational injury and whose name is still on the company payroll as of June 1st in the current year shall be eligible for vacation pay providing such employee has actually worked during the current vacation year, June 1st to May 31st, such vacation pay will be based on 2% of his earnings. Money received from the Workmen's Compensation will be calculated as earnings.
 - b) An employee who has been with the company for less than 1 year and sustains an occupational injury shall receive vacation pay based on 2% of his earnings or a half a day's pay for each calendar month, which ever is the greater.
4. **LAY-OFF:** An employee who has been laid off due to causes beyond his control, such as lack of material or completion of contract shall receive vacation pay up to the time of his lay-off and such pay shall be based on 2% of his earnings from June to date of the separation notice, providing he has 30 days employment in the current year. If such a lay-off is of short duration payment for such vacation can be deferred until the end of the vacation year.
5. **TRANSFER:** If an employee is transferred from one company plant to another at the request of Management, his service shall be calculated as continuous and vacation pay will be based on 2% of his total earnings, June to May in the current vacation year.
6. **DECEASED EMPLOYEES:** If an employee has been with the Company for at least one year and should die during the current vacation year and has been actually employed during the current vacation year, his estate shall receive 2% of his earnings during the current vacation year.

N.B.- This clause will remain in effect until changed by Company's regulations.

Amended,
August 9th, 1948.

ARTICLE "F"

Two Weeks' Vacation with Pay
Year 1948

1. ELIGIBILITY: Employees with thirteen hundred and fifty (1,500) days' service without having quit or having been discharged for cause, will receive two weeks' vacation with pay, payment of such vacation shall be based on 4% of the employee's earnings, June to May in the current vacation year. If the work week has been cut to less than the standard work week as stipulated in the Collective Agreement because of lack of work, employees will be credited with a standard work week.
2. RESIGNORS AND QUIT: If an employee leaves the service of the company of his own accord or is discharged for cause before June 1st in the current year, such employee will forfeit his eligibility for two weeks' vacation with pay and will be paid only that amount due him under the One Week Vacation Policy.
3. OCCUPATIONAL ACCIDENTS: An employee who has had thirteen hundred and fifty (1,500) days' service and should sustain an occupational injury and who can be considered as still being on the company payroll and has actually worked during the current vacation year, June 1st to May 31st, shall be eligible for vacation pay. Payment of such vacation to be based on 4% of his earnings. Monies received from the Workmen's Compensation Board will be calculated as earnings.
4. LAY-OFF: An employee who is laid off due to causes beyond his control, such as lack of material or completion of contract and who has had thirteen hundred and fifty (1,500) days' service with the Company shall be entitled to receive 4% of his earnings from June to the time of separation in the current vacation year. If such a lay-off is of short duration, one month or less, payment for such vacation can be deferred until the end of the vacation year.
 - b) If an employee is laid off due to causes beyond his control and obtains employment in another plant of the company within a period of two months and has not been employed by another company during the lay-off interval and has had a total of thirteen hundred and fifty (1,500) days' employment with the company, he shall be entitled to receive two weeks' vacations, payment to be based on 4% of his earnings in the current vacation year. If however, at his original lay-off such employee has already received 2% or 4% then he will receive only the difference accruing to him after these deductions have been made.
5. TRANSFER: If an employee is transferred from one company plant to another at the request of Management his services shall be calculated as contiguous and if such employee has thirteen hundred and fifty (1,500) days' service or more, then he shall receive two weeks' vacation with pay, payment based on 4% of his total earnings in the current vacation year.
6. DECEASED EMPLOYEES: If an employee has completed thirteen hundred and fifty (1,500) days' service and should die while in the employ of the company, his estate shall receive 4% of his earnings in the current vacation year.

N.B. This clause will remain in effect until changed by Company's regulations.

POLICY COVERING

PAID STATUTORY HOLIDAYS

The following six statutory holidays shall be paid for at straight time if not worked, at the employee's regular hourly rate as per the following policy

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

- 1.a) To become eligible an employee must have at least six months seniority with the Company. (If an employee quit or is discharged for cause, seniority accumulated to his severance with the Company will be cancelled.)
- b) To establish seniority status in the case of employee with less than two years service the following shall apply:
If a layoff period should exceed an employee's service, seniority will automatically be cancelled. If the service exceeds the layoff duration, seniority will be established from date of hire. e.i. An employee works 3 months and is laid-off for 4 months no seniority is built up. If an employee works 4 months and is laid-off for 3 months he has 7 months seniority.
2. Must have worked the full regular working day before and the full regular working day after the statutory holiday; allowance for lateness on these two days must not exceed half an hour each day. If due to curtailment of operations by the Company the plant or department should close for a period not exceeding three days before and three days after a statutory holiday, this shall not invalidate an employee's right to payment of the statutory holiday.
3. Absence for any cause whatsoever will not be taken into consideration except in the case of an employee whose authorized vacation ends on the regular working day preceding the statutory holiday or whose authorized vacation commences on the regular working day after the statutory holiday.
4. If a statutory holiday should fall on a Saturday it shall not be paid for unless the employee is called into work, in this case, such employee will receive double time or time and one half as indicated in the collective agreement.
5. Should a statutory holiday fall on Sunday it shall not be paid for unless by government statute or decree another day is proclaimed as the holiday then such substituted day will be recognized.
6. If a statutory holiday should fall during the week an employee is on his vacation no additional time or pay will be granted other than that which he has received for his vacation.
7. a) Should an employee be called upon to work upon any of the above mentioned statutory holidays he will be paid double time or time and one half as indicated in the collective agreement.
- b) Should an employee be called upon to work part of a statutory holiday, he shall be paid premium time for the hours worked and straight time for the balance not worked.
8. Employees whose established normal work week is fifty-six hours or more and six days are consumed in working this time and a statutory holiday shall fall during the working period such employees will be paid time and one half if called upon to work the statutory holiday. If it is desired by the Plant Management to substitute another day in lieu of the statutory holiday such day shall be exclusive of the Sunday or substituted Sunday, such employee will then receive straight time for the substituted statutory holiday if not worked and time and one half if worked.
9. The foregoing policy does not apply to employees whose established normal work week is fifty-six hours or more and the work week is five days or less.
10. No claim for unpaid holidays will be accepted after a 30 day period.

"APPENDIX "F"

The following plant rules and regulations were set by the Joint Council Committee on November 7th and will be enforced throughout the plant as of December 1st, 1946.

MAJOR INFRACTIONS

1. Taking company property from the plant without authority.
2. Being on the company premises under the influence of liquor.
3. Insubordination or using abusive or insulting language to superiors.
4. Theft.
5. Punching a clock number other than your own.
6. Being on the company's premises while knowingly suffering from a contagious disease.
7. Falsification in reporting or recording time spent on individual jobs.
8. Illegally damaging work tools or equipment or property of others.
9. Gambling or lending money at interest.
10. Interfering with fire extinguisher, hose or other equipment.
11. Sleeping during working hours.
12. Fighting.
13. Indulging in horse play.

Penalty for committing any major offense will be three days layoff minimum. Maximum discharge depending upon circumstances.

MINOR INFRACTIONS

1. Putting away tools etc. prior to specified time as shown in collective agreement (10 minutes).
2. Leaving place of work prior to specified time.
3. Frequenting or visiting other departments or sections except as authorized.
4. Leaving plant before end of shift without permission.
5. Lateness without just cause.
6. Making collections or running raffles without permission.
7. Posting notices or distributing hand bills or other bulletins on company property without permission.
8. Failing to observe safety rules.

Penalty for infraction of minor offense will be -

- 1st offense for each individual infraction - a written warning or a three day lay-off maximum depending upon circumstances.
- 2nd offense for each individual infraction - 3 days layoff minimum.
- 3rd offense for each individual infraction - committed within six months of first offense - discharge.