

1946-47

Microfilm

293

COLLECTIVE LABOUR AGREEMENT

BY AND BETWEEN

DOMINION TEXTILE COMPANY LIMITED, a body corporate having its head office in the City of Montreal, Quebec, hereinafter called the Company with respect to its General Machine Shop Branch hereinafter called the Plant;

PARTY OF THE FIRST PART:

AND:

LOCAL 102- UNITED TEXTILE WORKERS OF AMERICA. at Montreal, Quebec, hereinafter called the Union,

PARTY OF THE SECOND PART:

WITNESSETH:

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

Article 1

Recognition

The Union having been duly certified under the Quebec Labour Relations Act is recognized by the Company as the collective representative for the employees of the General Machine Shop Branch of the Company in matters pertaining to rates of pay, hours of work and working conditions. The Union, on its part, recognizes that it is the right and function of the Company to manage the industrial enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to change or introduce machine processes and methods of manufacture; to change wage payment methods; to make time studies of and to institute changes in work leads, job assignments, methods of operation and work payment rates; to determine the products to be manufactured, processes of manufacture, the extension, limitation, curtailment or cessation of operations and all other matters concerning the operation of the Company's business. The Company agrees that the exercise of its rights in this section does not relieve the Company of its obligations or prejudice the rights of the employees arising out of any provision of this Agreement.

Article 2.

Term "employee"

The term "employee" whenever found in this present agreement, includes all employees of the Plant except overseers, second hands, watchmen, surety personnel, office employees, mill clerks, sizers, testers, laboratory personnel, time study men and all other members of the administrative staff of the Plant.

Article 3

Grievances Procedure

- a) The Union shall designate from amongst the employees of each

department a representative for that department to be known as a "departmental steward". This departmental steward's functions will be to consider all grievances or complaints which the employees of his department may bring to his attention and to proceed with these grievances or complaints in conformity with the procedures established in this Article 3.

The Union shall designate five (5) departmental stewards which five shall constitute and be the Union Grievance Committee. This Committee shall appoint its own Chairman.

The Union shall submit in writing to the Company the names of all departmental stewards and members of the Union Grievance Committee.

The power and functions of the Union Grievance Committee shall be as set forth in this Article.

b) The Union Grievance Committee will hold a regular monthly meeting with the Plant Superintendent and such other representatives of the Company as the Plant Superintendent may designate. Such meeting may be held more often if the Superintendent and the Union Grievance Committee are agreeable to so doing.

It is agreed that at meetings between the Union Grievance Committee and the Plant Superintendent and his representatives, the Union may have the assistance of the business Agent of the Union and /or other designated representatives of the Union and that such person or persons may attend such meetings.

c) For the servicing of any grievances that employees may have the Company and Union agree that the following procedure shall be followed:

- (i) The employee must first discuss his grievance with his own departmental overseer without or, if the employee desires, with the presence of his own departmental steward. The overseer shall give his decision within three (3) working days after the day the grievance was so submitted to him.
- (ii) Should there be dissatisfaction with the decision of the overseer, the employee must, either with or without his own departmental steward, or represented by his own departmental steward and the Chairman of the Union Grievance Committee, present the grievance in writing to the Plant Superintendent within three (3) working days after the overseer's decision. The Plant Superintendent must give his decision within six (6) working days thereafter. Should such grievance not be presented to the Superintendent within the said three (3) working days after the overseer's decision the grievance shall be deemed satisfactorily and finally settled.
- (iii) Should there then be dissatisfaction with the decision of the Plant Superintendent, the Union shall forward a statement of the grievance in writing signed by the employee to the Superintendent for consideration at the next meeting between the Superintendent and the Union Grievance Committee. Should the grievance not be so submitted to the Plant Superintendent within three (3) working days after the Superintendent's decision, the grievance shall be deemed satisfactorily and finally settled.

Only grievance submitted in this manner will be dealt with at any meeting between the Plant Superintendent and his representatives and the Union Grievance Committee except grievances of urgency which may be submitted in writing by the Union to the Superintendent prior to such meeting.

- (iv) All decisions reached by agreement between the Plant Superintendent and the Union Grievance Committee shall be final and binding on the Company and the Union and the Employees.
- (v) Failing a settlement under the procedure set forth above in this Article of a grievance that is based on a violation of the terms of this Collective Labour Agreement or of a grievance that has arisen under the provisions of Article 5 (e) of this Agreement, either the Company or the Union may make a written demand upon the other that such a grievance be submitted to an Arbitration Board for final settlement, all according to the Arbitration procedure as set forth in Article 4 of this Agreement.

Such a demand for Arbitration must be made and forwarded by registered mail within twelve (12) working days from the date of the last meeting between the Union Grievance Committee and the Plant Superintendent and his representatives at which said grievances was discussed, otherwise it shall be deemed that the grievance has been finally and satisfactorily settled.

Article 4

Arbitration

- a) Should a written demand for an Arbitration as set forth in Article 3 (c) (v) above be made, the matter shall forthwith be submitted to an arbitration Board which shall consist of three (3) arbitrators, one to be appointed by each of the parties hereto, and the third who shall be the Chairman, to be appointed by the two arbitrators so named. Should either party fail to appoint its arbitrator within six (6) working days after receipt of written request of the other party so to do, such arbitrator shall be appointed by the Minister of Labour of the Province of Quebec. Should the first two arbitrators fail to agree on a third arbitrator, the latter shall be appointed by the Minister of Labour for the Province of Quebec on application of either party.

Should a grievance so submitted to an arbitration Board refer to tasks, job assignments and / or work payment rates, the Chairman of an Arbitration Board appointed under the provisions of the paragraph immediately above either by the first two named arbitrators or by the Minister of Labour for the province of Quebec must be a competent textile engineer chosen from any Canadian firm both parties may mutually agree upon from time to time or from any of the following firms; Bigelow, Kent, Willard & Co. 500 Fifth Ave. New York, Ralph E. Loper Co. Fall River, Mass; Moore, Thies & Morgan, Charlotte, North Carolina, J.E. Serrine Co. Greenville, South Carolina.

- b) An Arbitration Board shall render its decision in writing and the majority decision of an arbitration Board shall be final and binding upon the parties hereto and all employees concerned.
- c) The Arbitration Board shall confine its decision to the determination of the facts involved in the matter submitted to it for arbitration. No Arbitration Board formed under this Agreement shall have the power to amend, alter or modify this Agreement or to give any decision inconsistent with its provisions.

Any adjustment arising out of an Arbitration decision shall not be made retroactive prior to the date of the signature of the present collective agreement, except in the case of a grievance which has arisen under the provisions of Article 5 (c).

- (d) Each of the parties to this agreement will bear its own expenses of arbitration including the expenses of the arbitrator appointed by it. The parties will equally share the fees and expenses of the Chairman of the Arbitration Board.

Article 5.Productivity

- a) It is recognized and agreed that it is the right of the Company to fix and institute changes in tasks, work assignments, wage payment methods, methods of operation and work payment rates. Due notification of at least twelve (12) working days will be given in advance by the Company to the Union of any impending fundamental changes and at such time all necessary information to fully explain such change will also be furnished to the Union.
- b) If there is any question as to the feasibility of such changes a trial period which may be less but in no case shall exceed ninety (90) working days will be instituted in order to give a fair trial to the said changes. During this period the employees will work under the new conditions and will be paid according to the work payment rates pertaining to the change, but in any event during such period their average hourly earnings, except learners, will not be lower than 100% of the rate for their occupations as contained in Schedule "A" annexed to this Contract.
- c) If following the trial period there is no agreement between the parties as to the feasibility of the change, the Union within twelve (12) working days following the end of the trial period may take the question up according to the Grievance Procedure. If no grievance is instituted within this delay the work payment rates and tasks and job assignments in force during the trial period shall be deemed final and assignments in force during the trial period shall be deemed final and fully accepted by both parties. After a grievance is instituted the tasks and job assignments and work payment rates and working conditions in force during the trial period shall remain in force until the final decision (including the Arbitration Board's decision, if any) on the grievance has been granted.
- d) Should the change in force during the trial period be submitted to arbitration the decision of the Arbitration Board insofar as wages is concerned will be retroactive and will take effect from the time of the inauguration of the trial period. The amount of retroactive adjustments, if any, shall be determined by the Arbitration Board and shall be granted.
- e) There is nothing in this Article which precludes the Union from pointing out to or discussing with management an error in either the rate or task at any time during the trial period. If management concurs, an immediate change will be made to correct any such error.
- f) During any trial period the Company, on request, will grant the Union permission to delegate a representative, the whole without cost to the Company;
- (i) To observe the effects of any changes in tasks undergoing such trial periods; and
 - (ii) To observe the chronometrical tests which are being made to establish or modify the tasks, job assignments or work payment rates undergoing such trial period; and
 - (iii) To carry out chronometrical tests jointly with a Company representative for purposes of verification of the changes undergoing such trial period, such tests to not hinder the proper functioning of the department.

Article 6.Weekly Pay

Payment of wages earned will be made on a weekly basis and the pay day shall be Friday unless Friday is a holiday, in which case the pay day shall be the preceding day.

Article 7Holidays

a) Except in the cases mentioned in paragraph (c) of this article 7, no work shall be performed on the following days and employees having three months or more continuous service with the Company shall be paid at their regular rates of pay for observance of these days:

New Year's Day,	Dominion Day
Good Friday	Labour Day
St-Jean Baptiste Day	Immaculate Conception Day
	Christmas Day

the whole provided they have worked their full shift on the declared working day previous to and the declared working day following, each of the said holidays.

b) On Epiphany Day, Ascension Day and All Saints Day no work shall be performed between the hours of 7 a.m. and 9 a.m.

c) Any employee required to work on Sunday or on New Year's Day, Good Friday, St-Jean Baptiste Day, Dominion Day, Labour Day, Immaculate Conception Day, or Christmas Day shall receive his regular rate of pay plus a premium of fifty (50) per cent except personnel employed in the development and transmission of motive power and heat.

Article 8Seniority

The following principle of seniority will be recognized, namely; in questions involving lay-offs, rehiring, promotions and demotions, the Company will give consideration to skill, competence, ability and assiduity. Should it find these factors on the whole, equal as between individual employees seniority will be the guiding factor. The Company agrees to discuss with the Union any alleged injustice arising out of a seniority question. An employee shall not have his seniority broken through approved absence for reasons acceptable to the Company. However, time lost during such an absence will not be counted in computing that employee's total seniority, unless such approved absence is for a period of less than two (2) calendar weeks, in which latter case there will be no loss of seniority.

The provisions of this Article 8 shall not apply to employees having less than three (3) months' continuous service with the Company.

If a member of the Company's staff who is working in a position which is not covered by this Agreement is transferred to a position that is covered by this Agreement, he shall be credited with any continuous service with the Company that he has a such time in computing his total length of seniority. Promotions or appointments to occupations within the Company not covered by this Agreement shall not be subject to the terms of this Article 8.

Article 9Bulletin Boards

The Union shall be accorded the use of notice boards situated at appropriate places throughout the mill upon which to post notices of meetings of the Union. All such Union notices shall be properly authenticated and all notices that may be of a special nature shall be submitted to the Company's Personnel Department for approval before being posted.

Article 10Working Hours

a) Subject to the requirements of production and the availability of manpower as determined by the Company, the mill or any department or section thereof may be operated according to any one, any two or all three of the following shifts:

First Shift: Monday through Friday inclusive; 7 a.m. until 3.30 p.m. with a non-paid half hour interruption for the midday meal;

Second shift Monday through Friday inclusive; 3.30 p.m. until 12 midnight with a non-paid half hour interruption for the evening meal;

Third Shift: Monday through Saturday inclusive; 12 midnight until 7 a.m.

- B)
- (1) The first and second shifts as set forth shall be day shifts.
 - (2) The employees forming the second shift as set forth above will receive a premium of \$.03 per hour.
 - (3) The third shift as set forth above shall be a night shift employees forming the third shift will receive a premium of \$0.10 in lieu of any or all other night bonuses.
 - (4) Nothing hereinabove remitted shall preclude the Company's right to have shifts work longer than those hereinabove specified provided that the stipulations of paragraph (e) of this Article 10 covering overtime rates of pay are observed.

C) All employees covered by the terms of this Agreement except personnel employed in the development and transmission of motive power and heat shall be entitled for all hours worked in excess of forty hours in any one week to a premium of 50% of either their regular hourly rate or their average hourly piece-work earnings during that week, as the case may be.

Personnel employed in the development and transmission of motive power and heat shall be entitled for all hours worked in excess of forty-eight hours in any one week to a premium of 50% of their regular hourly rate.

Article 11Annual vacation with pay

a) The Company agrees to grant two (2) weeks' annual vacation to each employee in its service at the commencement of such vacation. The vacation will be given sometime between July the 1st and August the 31st. annually. The mill shall not operate during these two (2) weeks which will be known as "General Vacation Fortnight."

b) All vacation periods must be taken by employees at such times as may be specified by the Company.

c) The total amount of vacation pay due each employee shall be based on his length of continuous service with the Company and shall be computed in accordance with the "Computation of Vacation Pay Table" set out below;

COMPUTATION OF VACATION PAY TABLE

Length of employee's continuous service with the Company computed as of the June 30th prior to the General Vacation Fortnight."

Less than one (1) year.

Rate of vacation pay

2% of the employee's total earnings for work performed for the Company during the 12 months preceding the last pay period but three prior to the commencement of the General Vacation Fortnight" referred to in paragraph (a) of this article.

Length of employee's continuous service with the Company computed as of the June 30th prior to the General Vacation Fortnight.

Rate of Vacation Pay

One (1) year or over but less than two (2) years	2.4%	of the employee's total earnings for work performed for the Company during the 12 months preceding the last pay period but three prior to the commencement of the "General Vacation Fortnight" referred to in paragraph (a) of this Article.
Two (2) years or over but less than three (3) years	2.8%	Ditto
Three (3) years or over but less than four (4) years	3.2%	Ditto
Four (4) years or over but less than five (5) years	3.6%	Ditto
Five (5) years or over but less than fifteen (15) years	4%	Ditto
Fifteen (15) years or over but less than twenty-five (25) years	5%	Ditto
Twenty-five (25) years or over	6%	Ditto

d) Vacation pay due to each employee in accordance with the Computation of Vacation Pay Table shall be paid at the commencement of the "General Vacation Fortnight".

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

f) Any employee having one (1) year or more of continuous service who leaves the Company's service before the "General Vacation Fortnight" will receive when leaving severance pay of two (2) per cent of his earnings computed as of the last date of the preceding vacation period.

Article 12

Discipline

a) To effect the maintenance of discipline and good order the Company and the Union agree upon the adoption of the following methods and procedure, it being agreed that it is the function of the Company to maintain order, discipline and efficiency and to make and alter from time to time rules and regulations to be observed by the employees, as well as to hire, discharge, classify, direct, transfer, lay-off or re-employ, promote, and for cause, demote and suspend or otherwise discipline employees, which functions must be exercised in a manner not inconsistent with any provision of this agreement.

- (i) Personal reprimand by the superintendent assistant superintendent the overseer or the second hand where the situation so warrants;
- (ii) suspension from work without pay for a period of from one to three days in the case of a second offence;
- (iii) dismissal from the employ of the Company for a third offence;

- (iv) In a case which, in the opinion of the Company, is a serious offence or a matter seriously affecting the maintenance of discipline amongst the employees, the above procedure can be dispensed with and the employee dealt with summarily by the Company, including dismissal;
- (v) within one week from the date of any reprimand, suspension or dismissal set forth in paragraphs (a) (1) to (iv) of this Article, the Company shall forward written notification thereof, to the Union. Should any employee of the Company be dismissed, the said dismissal may within a period of six (6) working days from the date of the dismissal be taken up as a grievance under Article 3 (c) (ii) of this agreement directly with the Plant Superintendent, and should it be determined that said dismissal is a wrongful dismissal the said employee shall be reinstated. Employees with less than three (3) months' continuous service will be considered as probationary employees.

Article 13

No Stoppage of Work

- (a) The Union agrees that it or its members shall not cause, aid or abet or take part in any strike, slowdown of production, stoppage of work, or picketing even peaceful for any cause whatsoever during the lifetime of this contract.
- (b) The Company agrees not to engage in any lockout and to maintain as steady a program of operations as may be consistent with sound business judgment and operating efficiency.
- (c) No employee, whether a Union member or not, shall cause or take part in a strike, slowdown of production, stoppage of work or picketing for any cause whatsoever. Should an employee do so, he shall be deemed to have broken this Agreement and may be dismissed by the Company and such employee will lose by any such act all privileges of reinstatement.

Article 14

Classification of Employees

- a) The parties agree that it shall be the right and the responsibility of the Company to classify its employees in accordance with the different occupational classifications and to decide in which one of the said occupational classifications each and every employee belongs.
- b) In the event of an employee being required to stand by for any reason within the control of the Company, such employee shall notify his second hand or Overseer and shall be paid his regular hourly rates of pay or his average hourly earnings for the current pay period, if on piece-work, provided that if requested by the Company, the employee shall perform such available work as the Company may assign. It is understood that all piece-work rates are set to compensate for regular stoppages of work, which normally occur, and this provision will not apply in such cases.

Article 15

Wages

It is understood and agreed that the rates of wages to be paid to employees shall be established in accordance with the Job Evaluation Plan submitted by the Company. The said rates of wages are those resulting from a wage curve passing through a minimum occupation rate of

eighty-five cents (85¢) evaluated at 17½ points and an occupation rate of one dollar and twenty cents (\$1.20) for an occupation evaluated at 520 points. The parties acknowledge that the said rates are as set forth in Schedule "A" annexed to this Agreement and the said rates shall be in effect throughout the term of the present Agreement.

For any occupation that is on piece-work or that may be placed on piece-work there shall be a guaranteed rate for those employees who have one year or more continuous service with the Company on said occupation (two years continuous service with the Company in the case of weavers). This guaranteed rate shall be nine cents (9¢) less than the rate for such occupation that appears in the above-mentioned Schedule "A" and during any one week the average hourly earnings of such an employee will be adjusted to the said guaranteed rate for his occupation.

For any hourly paid or piece-work occupation that is placed by the Company under the Bonus Plan method of wage payment, the base rates for employees in such occupations shall be those set forth in schedule "B" annexed to this Agreement, and further these are the rates on which bonuses are to be calculated. Furthermore, qualified and experienced employees working under the Bonus Plan method of wage payment will be guaranteed that their average hourly earnings during any week will not be less than their rate as set forth in Schedule "A".

Article 16

Learners

Notwithstanding the dispositions of Article 15 above, it is understood and agreed that the Company has the right to engage new employees and to pay them, at its option, at rates less than standard but not less than seventy (70) cents per hour provided that in not more than a period of four weeks a minimum rate of seventy-five (75) cents per hour will be paid and that in not more than a period of eight weeks a minimum rate of eighty (80) cents per hour will be paid and that in not more than a period of twelve (12) weeks a minimum rate of eighty-five (85) cents per hour will be paid.

Article 17

Voluntary Irrevocable Check-off

a) The Company will, during the term of this agreement, honour an authorization by an employee for the deduction and remittance of his Union dues as set out in Form "A" hereto. Such an authorization shall be irrevocable for the term of the present Agreement.

b) Such an authorization will only be revocable by the employee by notice as set out in Form "B". Such notice must be signed in duplicate and remitted to the Company between the 30th day and the 10th day (both days inclusive) prior to the termination date of this Agreement. Revocation shall take effect only at the date of expiration of said Agreement.

When the Company remits dues to the Union Treasurer it shall name the employees from whose pay dues were deducted. The Company shall also advise the Union in writing of the names of the employees who have revoked their orders for check-off of Union dues not later than ten (10) days after the revocation takes effect.

e) The Union agrees to notify the Company at least seven (7) days in advance of the rate set for Union dues and of any change thereto during the term of the present Agreement.

d) The Company and the Union agree that they will not at any time coerce or intimidate any employee to induce him either to accept or refuse to accept the check-off.

Form "A"

.....
Date

I hereby authorize Dominion Textile Company Limited to deduct from my pay once each calendar month, such sum as may be set as monthly Union dues by Local 102- United textile Workers of America, and to remit same to the Treasurer of said Union.

This authorization shall take effect on the sixth day after it has been received by the Company.

I recognize that the present authorization may be revoked by me only in accordance with the terms of the Collective Agreement in force between said Company and said Union at such time as I may desire to make a revocation.

I hereby renounce in advance to any recourse in damages or otherwise against Dominion Textile Company Limited for making the above deductions during such period as this authorization may be in force.

.....
employee

.....
Witness

Form "B"

.....
Date

I hereby revoke any authorization by me to Dominion Textile Company Limited previous to this date to deduct any Union dues and remit same to the Treasurer of Local 102-United Textile Workers of America, and request that no further deductions be made for Union dues from my pay.

.....
Employee

.....
Witness.

Article 18

Minimum Call Pay

Any employee who reports for work at the usual time without previously having been notified that his services are not required, can be assigned to do four hours work by the Company, at his habitual rate of pay. If no work is assigned to him the said employee will receive for hours pay at his habitual rate of pay. This, however, does not apply in cases of force majeure.

Article 19

Insurance

a) The Company agrees to continue to insure the employees in accordance with the general plan that has been in force in its Montreal Mills since

November 1st, 1949, and which is being administered by recognized insurance companies and/or association. Each employee will receive a copy of the plan. The following schedule of insurance will be provided:

- | | | |
|-------|--|--------|
| (i) | Life Insurance; | |
| | Female | \$500. |
| | Male | 500. |
| (ii) | Weekly Sickness and Accident Benefits: | |
| | Female | 15.00 |
| | Male | 15.00 |
| (iii) | Daily hospital Benefits: | |
| | Female | 3.50 |
| | Male | 3.50 |
| (iv) | Special Hospital Service: | |
| | Female and Male | up |
| | As per the schedule of payments to a maximum of \$25.00 for specified items as set forth in the schedule presently in force under the Quebec Hospital Service Association Standard Ward Service Plan. | |
| (v) | Surgical Benefits | |
| | Female and Male: | |
| | As per the schedule of payments up to a maximum of \$134.00 per for specified items as set forth in the Schedules presently in force under the Quebec Hospital Service Association By-Law No. 9. \$134.00 Minimum Surgical Benefit Plan. | |

b) An employee shall not be entitled to the benefits of the above Plan unless he has six (6) months' continuous service with the Company.

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

Article 20

Duration of Agreement

The present Agreement shall be in force for a period of two (2) years commencing on the 8th day of July, 1954 and terminating on the 7th day of July, 1956.

The parties hereto specifically agree, however, that either one of them may request the other party for a revision upwards or downwards in the wage rates set forth in Schedule "A" and in schedule "B" attached to this contract, such revision in any event not to become effective before July 8th, 1955. No other changes in the terms and conditions of this contract may be requested at any time throughout its duration. Should either party desire to make such a request for said upwards or downwards revision in the said wage rates it must give written notice thereof to the other party between May 15th, 1955, and May 30th, 1955, both dates inclusive. On the giving of such written notice both parties shall meet forthwith to discuss such requested revision and if no agreement is mutually arrived at by the parties on such requested revision within fifteen (15) days from the date such request was given, either party may refer the question to an arbitration Board appointed under the provisions of the Quebec Trade Disputes Act, such Arbitration decision not to be binding on either party. The only matter to be considered during said arbitration shall be the requested upward or downward revision of the wage rates set forth in Schedule "A" and in Schedule "B" attached to this contract.

If after the elapse of fifteen (15) days from the rendering of the decision of such an Arbitration Board there is still no mutual agreement between the parties as to the said revision of wage rates set forth in said Schedule "A" and in said Schedule "B" the parties hereto specifically agree that the Company may declare a lock-out or the Union may declare a strike in the said mills by giving one week's written notice thereof to the other party. Should such written notice of strike or lock-out not be given prior to the elapse of twenty (20) days from the rendering of said decision of said Arbitration Board, the party originally requesting such revision upwards or documents in the said wage rates shall be deemed to have abandoned its request and the said wage rates shall remain in force during the full period from July 8th, 1955 to July 7th, 1956. Should such written notice of strike or lock-out be given within the above delay the revisions of Article 13 of this Agreement shall be imperative for the period of the said strike or lock-out but in any event the parties agree that such strike or lock-out shall not commence prior to July 8th 1955.

IN WITNESS WHEREOF the parties hereto have executed an original and seven copies hereof at Montreal, Quebec, as of the 8th day of July 1954.

DOMINION TEXTILE COMPANY LIMITED

Par: Unreadable

LOCAL 102- UNITED TEXTILE WORKERS
OF AMERICA.

René Guimond
Président

Frank T. Cobbeau
G. Bélair

Lucien Gervais
Vice-Président

Roméo L'Archevêque
Secretary

R. Provost

CANADIAN DIRECTOR
UNITED TEXTILE WORKERS OF AMERICA

G. Payette.

QUEBEC DIRECTOR
UNITED TEXTILE WORKERS OF AMERICA

DOMINION TEXTILE COMPANY LIMITED

July 8, 1954.

GENERAL MACHINE SHOP
SCHEDULE "A"

<u>OCCUPATION</u>		<u>RATES OF PAY</u>
Machinist	"A"	\$ 1.35 x
"	"B"	1.30 x
"	"C"	\$ 1.20 x
Bench Fitter		1.35 x
Welder	"A"	1.28 x
"	"B"	1.23 x
Blacksmith	"A"	1.34 x
"	"B"	1.27 x
Wood Pattern Maker		1.42 x
Metal Pattern Maker		1.35 x
Tool Maker		1.41 x
Punch Press Set-up Man & Operator		1.18 x
Punch Press Operator		1.13 x
Grinder & Snagger		1.05
Heat Treater		1.35 x
Assistant Heat Treater		1.06
Shop Helper		.94
Assistant Shipper		1.05
Improver		1.15
Apprentice - 1st year		.88
" 2nd year		.94
" 3rd year		1.00
" 4th year		1.08
<u>Electrical Re-Wind Section</u>		
Improver		1.15
Motor Winder	"A"	1.30 x
Apprentice- 1st year		.88
" 2nd year		.94
" 3rd year		1.00
" 4th year		1.08
Coil Winder and Taper		.95

NOTE: x indicates that the rate is two cents (2¢) above the job evaluated rate.

DOMINION TEXTILE COMPANY LIMITED

GENERAL MACHINE SHOP

July 8, 1954.

<u>OCCUPATION</u>	<u>SCHEDULE "B"</u>	<u>RATE OF PAY</u>
Machinists	"A"	\$ 1.30 ★
"	"B"	1.25 ★
"	"C"	1.15 ★A
Bench Fitter		1.30 ★A
Welders	"A"	1.23 ★
"	"B"	1.18 ★
Blacksmith	"A"	1.29 ★
"	"B"	1.22 ★
Wood Pattern Maker		1.37 ★
Metal Pattern Maker		1.30 ★
Tool Maker		1.36 ★
Punch Press Set-up & Operator		1.13 ★
Punch Press Operator		1.08 ★
Grinder and Snagger		1.00
Heat Treater		1.30 ★
Assistant Heat Treater		1.01
Shop Helper		.89
Assistant Shipper		1.00
Improvers		1.10
Apprentices- 1st year		.83
" 2nd year		.89
" 3rd year		.95
" 4th year		1.03
<u>ELECTRICAL RE-WIND SECTION</u>		
Improver		1.10
Motor Winder "A"		1.25 ★
Apprentices- 1st year		.83
" 2nd year		.89
" 3rd year		.95
" 4th year		1.03
Coil Winder and Taper		.90

NOTE: ★ indicates that the rate is .02 (to cents) above the job evaluated rate.

293

COLLECTIVE LABOUR AGREEMENT

BY AND BETWEEN:

DOMINION TEXTILE COMPANY LIMITED, a body corporate having its head office in the City of Montreal, Quebec, hereinafter called Company with respect to its General Machine Shop Branch hereinafter called the Plant.

PARTY OF THE FIRST PART;

AND:

LOCAL 102- UNITED TEXTILE WORKERS OF AMERICA, at Montreal, Quebec, hereinafter called the Union,

PARTY OF THE SECOND PART;

WITNESSETH:

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

ARTICLE 1

Recognition

The Union, having been duly certified under the Quebec Labour Relations Act is recognized by the Company as the collective representative for the employees of the General Machine Shop Branch of the Company in matters pertaining to rates of pay, hours of work and working conditions.

ARTICLE 2

Term "Employee"

The term "employee" whenever found in this present agreement, includes all employees of the Plant except overseers, second hands, watchmen, surety personnel, office employees, mill clerks, sizers, testers, laboratory personnel, time study men and all other members of the administrative staff of the Plant.

ARTICLE 3

Grievance Procedure

(a) The Union shall designate from amongst the employees of each department a representative for that department to be known as a "shop committee man". The shop committee men shall constitute and be the "Plant Shop Committee".

The Union shall designate five shop committee men which five shall constitute and be the "Grievance Committee". The Grievance Committee shall appoint one of their members to be "Grievance Committee Chairman".

19/2496

The Union shall submit in writing to the Company the names of every shop committee man and of every member of the Grievance Committee.

(b) In order to establish an orderly procedure for the handling of grievances both parties agree that grievances arising out of the operation or the interpretation of this contract shall be settled in the following manner;

(i) Any employee feeling he has such a grievance and who wished the grievance to be settled must first discuss his grievance with his own departmental overseer, without or, if the employee desires, with the presence of his own departmental shop committee man. The overseer shall give his decision within three working days from the date the grievance was so submitted to him.

(ii) Should there be dissatisfaction with the decision of the overseer the employee, either with or without his own departmental shop committee man, or represented by his departmental shop committee man must within three working days of the overseer's decision present the alleged grievance to the plant superintendent, and the plant superintendent shall give his decision within six working days after the matter was so presented to him. Should the alleged grievance not be presented to the superintendent within the said three working days after the overseer's decision the grievance shall be deemed satisfactorily and finally settled.

(iii) Should there then be dissatisfaction with the decision of the plant superintendent, the alleged grievance shall be reduced to writing and signed by the employee concerned, and shall be submitted by the employee either with or without his own departmental shop committee man, or represented by his own departmental shop committee man for consideration at the next meeting between the plant superintendent and his assistants and the Grievance Committee. Should the grievance not be submitted to the plant superintendent and the Grievance Committee within three working days after the superintendent's decision, the grievance shall be deemed satisfactorily and finally settled.

The plant Superintendent and the Grievance Committee shall meet at least once a month, and may meet more often if the superintendent and the Grievance Committee are agreeable to so doing.

(iv) All decisions reached by agreement between the plant superintendent and the Grievance Committee shall be final and binding on the Company, the Union and the employees.

(v) In the event that the alleged grievance is not settled between the Grievance Committee and the plant superintendent, either the Company or the Union may make a written demand upon the other for an arbitration on the grievance by an Arbitration Board, all according to the arbitration procedure as set forth in Article 4 of this Agreement. Such a demand for arbitration must be made and served six working days from the date of the last conference at which the alleged grievance was discussed, otherwise it shall be deemed that the grievance has been finally and satisfactorily settled.

(vi) It is agreed that, at meetings between the Grievance Committee and the Plant superintendent and his assistants, the Union may have the assistance of the Business Agent of the Union and/or other designated representatives of the Union, and that such person or persons may attend the said meetings.

ARTICLE 4

Arbitration

(a) Should a written demand for an arbitration as set forth in Article 3 (b) (v) be made, the matter shall forthwith be submitted to an Arbitration Board which shall consist of three arbitrators, one to be appointed by each of the parties hereto and the third, who shall be the Chairman, to be appointed by the two arbitrators so named. Should either party fail to appoint the arbitrator within six working days after receipt of written request from the other party so to do, such arbitrator shall be appointed by the Minister of Labour for the Province of Quebec. Should the first two arbitrators fail to agree on a third arbitrator the latter shall be appointed by the Minister of Labour for the Province of Quebec on application of either party.

If the matter submitted to an Arbitration Board refers to tasks or work loads or wage rates, the Chairman of an Arbitration Board appointed under the provisions of the paragraph immediately above either by the first two named arbitrators or by the Minister of Labour for the Province of Quebec, must be a competent textile engineer chosen from any of the following firms;

J.D. Woods & Gordon Ltd;
15 Wellington W; Toronto.

Bigelow, Kent, Willard & Co;
580 Fifth Ave; New York.

Ralph E. Loper Co;
Fall River, Mass.

Moor, Thies & Morgan,
Charlotte, North Carolina.

J.E. Sirrine Co;
Greenville, South Carolina.

American Association of Textile
Consultants,
New York.

and from such other firms which the parties may mutually agree upon from time to time.

(b) An Arbitration Board shall render its decision in writing and the majority decision of an Arbitration Board shall be final and binding upon the parties hereto, and all employees concerned.

(c) No Arbitration Board formed under this Agreement shall have the power to amend, alter or modify this Agreement, or to consider any matters except those which arise from it, or to give any decision inconsistent with the provisions, save insofar as the determination of wage rates under the procedure indicated in Article 5 of this Agreement is concerned.

ARTICLE 5

Productivity

(a) It is recognized and agreed that it is the right of the Company to fix and institute changes in tasks or work assignments or wage rates. Due notification of at least twelve (12) working days will be given in advance by the Company to the Union of any impending fundamental changes and at such time all necessary information to fully explain such change will also be furnished to the Union.

(b) If there is any question as to the feasibility of the change in task or the suitability of new rates, a trial period which may be less but in no case shall exceed thirty (30) working days will be instituted in order to give a fair trial to the said wage rates and/or tasks or work assignments. During this period employees will be paid according to the wage rates pertaining to the new task, but in any event during such period their average hourly earnings, except learners, will not be lower than ninety percent (90%) of the objective rate for their occupation as established by Article 15 of this contract.

(c) If following the trial period there is no agreement between the parties, the Union, within twelve (12) working days following the end of the trial period may take the question up according to the Grievance Procedure. If no grievance is instituted within this delay, the wage rates or tasks in force during the trial period shall be deemed final and fully accepted by both parties. After a grievance is instituted the tasks and wage rates and working conditions in force during the trial period shall remain in force until the final decision on the grievance has been granted.

(d) Should the wage rates and tasks in force during the trial period be submitted to arbitration, the decision of the Arbitration Board insofar as wages are concerned will be retroactive and will take effect from the time of the inauguration of the trial period. The amount of retroactive adjustments, if any, shall be determined by the Arbitration Board and shall be granted.

(e) There is nothing in this article which precludes the Union from pointing out to or discussing with management an error in either the rate or task at any time during the trial period. If management concurs, an immediate change will be made to correct any such error.

(f) During any trial period the Company, on request, will grant the Union permission to delegate a representative, the whole without cost to the Company;

- (i) To observe the effects of any changes in tasks undergoing such trial period; and
- (ii) To observe the chronometrical tests which are being made to establish or modify the tasks or piecework rates undergoing such trial period; and
- (iii) To carry out chronometrical tests himself for purposes of verification of the tasks or changes undergoing such trial period, provided such representative does not hinder the proper functioning of the department.

ARTICLE 6.

Weekly Pay

Payment of wages earned will be made on a weekly basis and the pay day shall be Friday unless Friday is a holiday, in which case the pay day shall be the preceding day.

ARTICLE 7.

(a) Except in the cases mentioned in paragraph (c) of this Article 7, no work shall be performed on the following days, and employees shall be paid at their regular rates of pay for observance of these days:

New Year's Day
Good Friday
St. Jean-Baptiste Day
Dominion Day
Labour Day
Christmas Day

the whole provided they have worked the declared working day previous to and the declared working day following each of the said holidays.

(b) On Epiphany Day, Ascension Day, All Saints Day and Immaculate Conception Day, no work shall be performed between the hours of 7 a.m. and 9 a.m.

(c) Any employee required to work on Sunday or on New Year's Day, Good Friday, St Jean-Baptiste Day, Dominion Day, Labour Day, or Christmas Day shall receive his regular rate of pay plus a premium of fifty (50) percent except personnel employed in the development and transmission of motive power and heat.

ARTICLE 8.

Seniority

In question involving layoffs, rehiring, promotions and demotions, the Company will give consideration to skill, competence, ability and assiduity. Should it find these factors equal as between individual employees seniority will be the guiding factor. The Company agrees to discuss with the Union any alleged injustice arising out of a seniority question. An employee shall not have seniority broken through approved absence for reasons acceptable to the Company at its entire discretion. However, time lost during such an absence will not be counted in computing that employee's total seniority.

ARTICLE 9.-

Bulletin Boards

The Union shall be accorded the use of notice boards situated at appropriate places throughout the mill upon which to post notices of meetings of the Union. All such Union notices shall be properly authenticated and all notices that may be of a special nature shall be submitted to the Company's Personnel Department for approval before being posted.

ARTICLE 10.-

Working Hours

(a) Subject to the requirements of production and the availability of manpower as determined by the Company the mill or any department or section thereof may be operated according to any one, any two or all three of the following shifts:

First Shift: Monday through Friday inclusive:
7 a.m. until 3.30 p.m. with a non-paid
half-hour interruption for the midday
meal.

Second Shift: Monday through Friday inclusive:
3.30 p.m. until 12 midnight with a
non-paid half-hour interruption for
the evening meal.

Third Shift: Monday through Saturday inclusive:
12 midnight until 7 a.m.

- (b)
- (1) The first and second shifts as set forth shall be day shifts.
 - (2) The employees forming the second shift as set forth above will receive a premium of \$0.03 per hour.
 - (3) The third shift as set forth above shall be a night shift and will be composed entirely of male personnel. The employees forming the third shift will receive a premium of \$0.10 in lieu of any or all other night bonuses.
 - (4) Nothing hereinabove recited shall preclude the Company's right to have shifts work longer than those hereinabove specified provided that the stipulations of paragraph (c) of this article 10 covering overtime rates of pay are observed.
 - (5) The only bonuses or premiums which shall be in effect are those provided by this Article 10 and Article 7.

(c) All employees covered by the terms of this Agreement except personnel employed in the development and transmission of motive power and heat shall be entitled for all hours worked in excess of forty hours in any one week to a premium of 50% of either their regular hourly rate or their average hourly piecework earnings during that week, as the case may be.

Personnel employed in the development and transmission of motive power and heat shall be entitled for all hours worked in excess of forty-eight hours in any one week to a premium of 50% of their regular hourly rate.

ARTICLE 11.-

Annual Vacation with Pay

- (a) The Company agrees to grant one (1) week's vacation to each employee in its service at the commencement of such vacation. The Mill shall not operate during that week, and it shall be known as the "General Vacation Week".
- (b) The Company may, at its option, grant a second week's vacation to any or all employees.
- (c) All vacation periods must be taken by employees at such times as may be specified by the Company.
- (d) The total amount of vacation pay due each employee shall be based on his length of continuous service with the Company and shall be computed in accordance with the "Computation of Vacation Pay Table" set out below:-

COMPUTATION OF VACATION PAY TABLE

Length of Employee's continuous service with the Company computed as of June 30th, 1951

Rate of Vacation Pay

Less than one (1) year-		2% of the employee's total earnings for work performed for the Company during the 12 months preceding the last pay period but three prior to the commencement of the "general Vacation Week" referred to in paragraph (a) of this Article.
One (1) year or over but less than two (2) years-	2.4%	ditto
Two (2) years or over but less than three (3) years-	2.8%	ditto
Three (3) years or over but less than four (4) years-	3.2%	ditto
Four (4) years or over but less than five (5) years-	3.6%	ditto
Five (5) years or over but less than fifteen (15) years-	4%	ditto
Fifteen (15) years or over but less than twenty-five (25) years-	5%	ditto
Twenty-five (25) years or over-	6%	ditto

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

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

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

ARTICLE 12

Discipline

(a) To effect maintenance of discipline and good order, the Company and the Union agree upon the adoption of the following methods and procedure:

- (i) Personal reprimand by the superintendent, assistant-superintendent, the overseer or the second-hand where the situation so warrants;
- (ii) Suspension from work without pay for a period of from one to three days in the case of a second offence;
- (iii) Dismissal from the employ of the Company for a third offence;
- (iv) In a case which, in the opinion of the Company, is a serious offence or a matter seriously affecting the maintenance of discipline amongst the employees, the above procedure can be dispensed with and the employee dealt with summarily by the Company, including dismissal.
- (v) Within one week from the date of any reprimand, suspension or dismissal set forth in paragraphs (a) (i) to (iv) of this Article, the Company shall forward written notification thereof to the Union. Should an employee of the Company be dismissed and feel that his dismissal is unjustified, the said dismissal may within a period of six working days from the date of the dismissal become a discussable grievance in accordance with the Grievance Procedure Article set out in this Agreement.

ARTICLE 13

No Stoppage of Work

(a) The Union agrees that should any disagreement or grievance arise between the parties hereto, the Union or its members shall not cause, aid or abet, or take part in any strike, slowdown of production, stoppage of work, or picketing even peaceful for any cause whatsoever during the lifetime of this contract. Such disagreement or grievance shall be settled in accordance with the steps provided in the grievances and arbitration sections of this contract.

(b) The Company agrees not to engage in any lockout and to maintain as steady a program of operations as may be consistent with sound business judgment and operating efficiency.

(c) No employee, whether a Union member or not, shall cause or take part in a strike, slow-down of production, stoppage of work or picketing, for any cause whatsoever. Should an employee do so, he shall be deemed to have broken this Agreement and shall be dismissed from the Company, and such employee will lose by any such act all privileges of reinstatement.

- 9 -
ARTICLE 14

(a) The parties agree that it shall be the right and the responsibility of the Company to classify its employees in accordance with the different occupational classifications and to decide in which one of the said occupational classifications each and every employee belongs.

(b) In the event of an employee being required to stand by for any reason, within the control of the Company, such employee shall notify his Second hand or Overseer and shall be paid his regular hourly rate of pay or his average hourly earnings for the current pay period, if on piece-work, provided that if requested by the Company, the employee shall perform such available work as the Company may assign. It is understood that all piece-work rates are net to compensate for regular stoppages of work, which normally occur, and this provision will not apply in such cases.

ARTICLE 15

It is understood and agreed that the rates of pay to be paid to employees shall be established in accordance with the Job Evaluation Plan submitted by the Company. The said rates of pay are those resulting from a wage curve passing through a minimum occupation rate of seventy-four cents (74¢) and one dollar and nine cents (\$1.09) for loom fixers. The parties of Rates attached to this Agreement and the said rates shall be in effect throughout the term of the present Agreement save insofar as otherwise provided by Article 5.

For any occupation that is on piece-work or that may be placed on piece-work there shall be a guaranteed rate for those employees who have one year or more continuous service with the Company on said occupation (two years' continuous service in the case of weavers). This guaranteed rate shall be nine cents (9¢) less than the rate for such occupation that appears in the above mentioned Schedule of Rates and during any one week the average hourly earnings of such an employee will be adjusted to the said guaranteed rate for his occupation.

ARTICLE 16

Learners

Notwithstanding the dispositions of Article 15 above, it is understood and agreed that the Company has the right to engage new employees and to pay them, at its option at rates less than standard but not less than fifty-nine (50) cents per hour provided that in not more than a period of four weeks a minimum rate of sixty (64) cents per hour will be paid and that in not more than a period of eight weeks a minimum rate of sixty-nine (69) cents per hour will be paid and that in not more than a period of twelve (12) weeks a minimum rate of seventy-four (74) cents per hour will be paid.

ARTICLE 17

Voluntary Irrevocable Checkoff

(a) The Company will, during the term of this Agreement, honour an authorization by an employee for the deduction and remittance of his Union dues as set out in Schedule "A" hereto. Such an authorization shall be irrevocable for the term of the present Agreement.

(b) Such an authorization will only be revocable by the employee by notice as set out in Schedule "B" Such notice must be signed in duplicate and remitted to the Company within 30 days prior to the termination date of this Agreement. Revocation shall take effect only at the date of expiration of said Agreement.

When the Company remits dues to the Union Treasurer it shall name the employees from whose pay dues were deducted. The Company shall also advise the Union in writing of the names of the employees who have revoked their orders for check-off of Union dues, not later than ten (10) days after the revocation takes effect.

(c) The Union agrees to notify the Company at least seven (7) days in advance of the rate set for Union dues and of any change thereto during the term of the present Agreement.

(d) The Company and the Union agree that they will not at any time coerce or intimidate any employee to induce him either to accept or refuse to accept the check-off

SCHEDULE "A"

Date

I hereby authorize Dominion Textile Company Limited to deduct from my pay once each calendar month, such sum as may be set as monthly Union dues by Local 102 -United Textile Workers of America, and to remit same to the Treasurer of said Union.

This authorization shall take effect on the sixth day after it has been received by the Company.

I recognize that the present authorization may be revoked by me only in accordance with the terms of the Collective Agreement in force between said Company and said Union at such time as I may desire to make a revocation.

I hereby renounce in advance to any recourse in damages or otherwise against Dominion Textile Company Limited for making the above deductions during such period as this authorization may be in force.

Witness

Employee

SCHEDULE "B"

Date

I hereby revoke any authorization given by me to Dominion Textile Company Limited previous to this date to deduct my Union dues and remit same to the Treasurer of Local 102- United Textile Workers of America, and request that no further deductions be made for Union dues from my pay.

Witness

Employee

ARTICLE 18

Minimum Call Pay

Any employee who reports for work at the usual time without previously having been notified that his services are not required, can be assigned to do four hours work by the Company, at his habitual rate of pay. If no work is assigned to him the said employee will receive four hours pay at his habitual rate of pay. This, however, does not apply in cases of force majeure.

ARTICLE 19

Insurance

(a) The Company agrees to continue to insure the employees in accordance with the general plan that has been in force in its Montreal Mills since November 1st, 1949 and which is being administered by recognized insurance companies and/or association. Each employee will receive a copy of the plan. The following new schedule of insurance will be provided, said schedule to become effective on November 2nd, 1950:

(i) Life Insurance

Female -	\$500.00
Male -	500.00

(ii) Weekly Sickness and Accident Benefit

Female -	\$ 15.00
Male -	15.00

(This increased benefit to apply only where the absence due to sickness or accident commences on or after November 2nd, 1950.)

(iii) Daily Hospital Benefit

Female -	\$ 3.50
Male -	3.50

(iv) Special Hospital Services

Female and Male -

As per the schedule of payments up to a maximum of \$25.00 for specified items as set forth in the schedule presently in force under the Quebec Hospital Service Association Standard Ward Service Plan.

(v) Surgical Benefits

Female and Male -

As per the schedule of payments up to a maximum of \$134.00 for specified items as set forth in the schedule presently in force under the Quebec Hospital Service Association By-Law No. 9, - \$134.00 Maximum Surgical Benefit Plan.

(b) An employee shall not be entitled to the benefits of the above Plan unless he has six (6) months' continuous service with the Company.

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

ARTICLE 20

The present Agreement shall be in force for the period commencing on the 2nd day of November, 1950 and terminating on the 5th day of September, 1951. It shall be automatically renewed for a period of one year as and from the 6th day of September, 1951, unless one of the parties hereto gives a written notice of termination to the other party hereto not more than sixty days nor less than thirty days prior to the 3th day of September, 1951, and thereafter this Agreement shall be automatically renewed for a similar period of one year, and so on, upon failure by one of the parties to give a written notice to the other party within a delay which shall not be more than sixty days nor less than thirty days prior to the expiration of each period.

IN WITNESS WHEREOF the parties hereto have executed an original and seven copies hereof at Montreal, Quebec as of the 2nd day of November, 1950.

DOMINION TEXTILE COMPANY LIMITED

D. Piché
General Superintendent

LOCAL 102- UNITED TEXTILE WORKERS
OF AMERICA

Philémon Fontaine
Vice-Président

Joseph Grenier
Vice-Président

G. Payette
Vice-Président

Clément Lessard
Secretary-Treasurer

Frank F. Cobban
Trustee

Madeline Parent
Organizer-U.T.W.A.

R. Kent Rowley
Pres. Can. Dist. Council

DOMINION TEXTILE COMPANY LIMITED

November 2, 1950.

GENERAL MACHINE SHOP

<u>Occupation</u>		<u>Rates of Pay</u>
Machinist	"A"	\$ 1.22
"	"B"	1.17
"	"C"	1.07
Bench Fitter		1.22
Welders	"A"	1.15
"	"B"	1.10
Blacksmith	"A"	1.21
"	"B"	1.14
Wood Pattern Maker		1.29
Metal Pattern Maker		1.22
Tool Maker		1.28
Punch Press Set-Up Man & Operator		1.05
Punch Press Operator		1.00
Grinder and Snagger		.94
Heat Treater		1.22
Assistant Heat Treater		.95
Shop Helper		.83
Assistant Shipper		.94
Improvers		1.04
Apprentices - 1st Year		.77
" - 2nd Year		.83
" - 3rd Year		.89
" - 4th Year		.97
<u>ELECTRICAL RE-WIND SECTION</u>		
Improver		1.04
Motor Winder	"A"	1.17
Apprentices - 1st Year		.77
" - 2nd Year		.83
" - 3rd Year		.89
" - 4th Year		.97
Coil Winder and Taper		.84

MADELEINE PARENT
LOCAL 102 - U.T.W. A

The Union shall submit in writing to the Company the names of every shop committee man and of every member of the Grievance Committee.

(b) In order to establish an orderly procedure for the handling of grievances both parties agree that grievances arising out of the operation of the interpretation of this contract shall be settled in the following manner:

(i) Any employee feeling he has such a grievance and who wishes the grievance to be settled must first discuss his grievance with his own departmental overseer, without or, if the employee desires, with the presence of his own departmental shop committee man. The overseer shall give his decision within three working days from the date the grievance was so submitted to him.

(ii) Should there be dissatisfaction with the decision of the overseer the employee, either or without his own departmental shop committee man, or represented by his departmental shop committee man must within three working days of the overseer's decision present the alleged grievance to the plant superintendent. and the plant superintendent shall give his decision within six working days after the matter was so presented to him. Should the alleged grievance not be presented to the superintendent within the said three working days after the overseer's decision the grievance shall be deemed satisfactorily and finally settled.

(iii) Should there then be dissatisfaction with the decision of the plant superintendent, the alleged grievance shall be reduced to writing and signed by the employee concerned, and shall be submitted by the employee either with or without his own departmental shop committee man, or represented by his departmental shop committee man for consideration at the next meeting between the plant superintendent and his assistants and the Grievance Committee. Should the grievance not be so submitted to the plant superintendent and the Grievance Committee within three working days after the superintendent's decision, the grievance shall be deemed satisfactorily and finally settled.

The Plant Superintendent and the Grievance Committee shall meet at least once a month, and may meet more often if the superintendent and the Grievance Committee are agreeable to so doing.

(iv) All decisions reached by agreement between the plant superintendent and the Grievance Committee shall be final and binding on the Company, the Union and the employees.

(v) In the event that the alleged grievance is not settled between the Grievance Committee and the plant superintendent, either the Company or the Union may make a written demand upon the other for an arbitration on the grievance by an Arbitration Board, all according to the arbitration procedure as set forth in Article 4 of this Agreement. Such a demand for arbitration must be made and served six working days from the date of the last conference at which the alleged grievance was discussed, otherwise it shall be deemed that the grievance has been finally and satisfactorily settled.

(vi) It is agreed that, at meetings between the Grievance Committee and the Plant superintendent and his assistants, the Union may have the assistance of the Business Agent of the Union and/or other designated representatives of the Union, and that such person or persons may attend the said meetings.

ARTICLE 4

ARBITRATION

(a) Should a written demand for an arbitration as set forth in Article 3 (b) (v) be made, the matter shall forthwith be submitted to an Arbitration Board which shall consist of three arbitrators, one to be appointed by each of the parties hereto and the third, who shall be the Chairman, to be appointed by the two arbitrators so named. Should either part fail to appoint the arbitrator within six working days after receipt of written request from the other party so to do, such arbitrator shall be appointed by the Minister of Labour for the Province of Quebec. Should the first two arbitrators fail to agree on a third arbitrator the latter shall be appointed by the Minister of Labour for the Province of Quebec on application of either party.

If the matter submitted to an Arbitration Board refers to tasks or work loads or wage rates, the Chairman of an Arbitration Board appointed under the provisions of the paragraph immediately above either by the first two named arbitrators or by the Minister of Labour for the Province of Quebec, must be a competent textile engineer chosen from any of the following firms:

J.D. Woods & Gordon Ltd;
15 Wellington W; Toronto.

Bigelow, Kent, Willard & Co;
580 Fifth Ave; New York.

Ralph E. Loper Co;
Fall River, Mass.

Moore, Thies & Morgan,
Charlotte, North Carolina.

J.E. Serrine Co;
Greenville, South Carolina.

American Association of Textile
Consultants,
New York.

and from such firms which the parties may mutually agree upon from time to time.

(b) An Arbitration Board shall render its decision in writing and the majority decision of an Arbitration Board shall be final and binding upon the parties hereto, and all employees concerned.

(c) No Arbitration Board formed under this Agreement shall have the power to amend, alter or modify this Agreement, or to consider any matters except those which arise from it, or to give any decision inconsistent with the provisions, save insofar as the determination of wage rates under the procedure indicated in Article 5 of this Agreement is concerned.

ARTICLE 5

PRODUCTIVITY

(a) It is recognized and agreed that it is the right of the Company to fix and institute changes in tasks or work assignments or wage rates, Due notification of at least twelve (12) working days will be given in advance time by the Company to the Union of any impending fundamental changes and at such all necessary information to fully explain such change will also be furnished to the Union.

(b) If there is any question as to the feasibility of the change in task or the suitability of new rates, a trial period which may be less but in no case shall exceed thirty (30) working days will be instituted in order to give a fair trial to the said wage rates and/or tasks or work assignments. During this period employees will be paid according to the wage rates pertaining to the new task, but in any event during such period their average hourly earnings, except learners, will not be lower than ninety percent (90%) of the objective rate for their occupation as established by Article 15 of this contract.

(c) If following the trial period there is no agreement between the parties, the Union, within twelve, (12) working days following the end of the trial period may take the question up according to the Grievance Procedure. If no grievance is instituted within this delay, the wage rates or tasks in force during the trial period shall be deemed final and fully accepted by both parties. After a grievance is instituted the tasks and wage rates and working conditions in force during the trial period shall remain in force until the final decision on the grievance has been granted.

(d) Should the wage rates and tasks in force during the trial period be submitted to arbitration, the decision of the Arbitration Board insofar as wages are concerned will be retroactive and will take effect from the time of the inauguration of the trial period. The amount of retroactive adjustments, if any, shall be determined by the Arbitration Board and shall be granted.

(e) There is nothing in this article which precludes the Union from pointing out to or discussing with management an error in either the rate or task at any time during the trial period. If management concurs, an immediate change will be made to correct any such error.

(f) During any trial period the Company, on request, will grant the Union permission to delegate a representative, the whole without cost to the Company;

(i) To observe the effects of any changes in tasks undergoing such trial period; and

(ii) To observe the chronometrical tests which are being made to establish or modify the tasks or piece work rates undergoing such trial period; and

(iii) To carry out chronometrical tests himself for purposes of verification of the tasks or changes undergoing such trial period, provided such representative does not hinder the proper functioning of the department.

ARTICLE 6

Weekly Pay

Payment of wages earned will be made on a weekly basis and the pay day shall be Friday unless Friday is a holiday, in which case the pay day shall be the preceding day.

ARTICLE 7

(a) Except in the cases mentioned in paragraph (c) of this Article 7, no work shall be performed on the following days, and employees shall be paid at their regular rates of pay for observance of these days:

New Year's Day
Good Friday
St. Jean-Baptiste Day
Dominion Day
Labour Day
Christmas Day

the whole provided they have worked the declared working day previous to and the declared working day following each of the said holidays.

(b) On Epiphany Day, Ascension Day, All Saints Day and Immaculate Conception Day, no work shall be performed between the hours of 7 a.m. and 9 a.m.

(c) Any employee required to work on Sunday or on New Year's Day, Good Friday, St. Jean-Baptiste Day, Dominion Day, Labour Day, or Christmas Day shall receive his regular rate of pay plus a premium of fifty (50) per cent except personnel employed in the development and transmission of motive power and heat.

ARTICLE 8

Seniority

In questions involving layoffs, rehiring, promotions and demotions, the Company will give consideration to skill, competence, ability and assiduity. Should it find these factors equal as between individual employees seniority will be the guiding factor. The Company agrees to discuss with the Union any alleged injustice arising out of a seniority question. An employee shall not have his seniority broken through approved absence for reasons acceptable to the Company at its entire discretion. However, time lost during such an absence will not be counted in computing that employees total seniority.

ARTICLE 9

Bulletin Boards

The Union shall be accorded the use of notice boards situated at appropriate places throughout the mill upon which to post notices of meetings of the Union. All such Union notices shall be properly authenticated and all notices that may be of a special nature shall be submitted to the Company's Personnel Department for approval before being posted.

ARTICLE 10

Working Hours

(a) Subject to the requirements of production and the availability of manpower as determined by the Company, the mill or any department or section thereof may be operated according to any one, any two or all three of the following shifts:

First Shift: Monday through Friday inclusive:
7 a.m. until 3.30 p.m. with a non-paid
half-hour interruption for the midday
meal;

Second Shift: Monday through Friday inclusive;
3.30 p.m. until 12 midnight with a
non-paid half-hour interruption for
the evening meal.

Third Shift: Monday through Saturday inclusive;
12 midnight until 7 a.m.

- (b) (1) The first and second shifts as set forth shall be day shifts.
- (2) The third shift as set forth above shall be a night and will be composed entirely of male personnel. The employees forming the third shift will receive a premium of \$0.10 in lieu of any or all other night bonuses.
- (3) Nothing hereinabove recited shall preclude the Company's right to have shifts work longer than those hereinabove specified provided that the stipulations of paragraph (e) of this article 10 covering overtime rates of pay are observed.
- (4) The only bonuses or premiums which shall be in effect are those provided by this Article 10 and Article 7.

(c) ALL employees covered by the terms of this Agreement except personnel employed in the development and transmission of motive power and heat shall be entitled for all hours worked in excess of forty hours in any one week to a premium of 50% of either their regular hourly rate or their average hourly piecework earnings during that week, as the case may be.

Personnel employed in the development and transmission of motive power and heat shall be entitled for all hours worked in excess of forty-eight hours in any one week to a premium of 50% of their regular hourly rate.

ARTICLE 11

Annual Vacation With Pay

(a) The Company agrees to grant one (1) week's vacation to each employee in its service at the commencement of such vacation. The mill shall not operate during that week, and it shall be known as the "General Vacation Week".

(b) The Company may, at its option, grant a second week's vacation to any or all employees.

(c) All vacation periods must be taken by employees at such times as may be specified by the Company.

(d) The total amount of vacation pay due each employee shall be based on his length of continuous service with the Company and shall be computed in accordance with the "Computation of Vacation Pay Table" set out below:-

COMPUTATION OF VACATION PAY TABLE

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

Less than one (1) year

Rate of Vacation Pay

2% of the employee's total earnings for work performed for the Company during the 12 months preceding the last pay period but three prior to the commencement of the "General Vacation Week" referred to in paragraph (a) of this Article.

COMPUTATION OF VACATION PAY TABLE (Continued)

One (1) year or over but less than two (2) years-	2.4%	of the employee's total earnings for work performed for the Company during the 12 months preceding the last pay period but three prior to the commencement of the "General Vacation Week" referred to in paragraph (a) of this Article.
Two (2) years or over but less than three (3) years-	2.8%	ditto
Three (3) years or over but less than four (4) years-	3.2%	ditto
Four (4) years or over but less than five (5) years-	3.6%	ditto
Five (5) years or over but less than twenty-five (25) years-	4%	ditto
Twenty-five (25) years or over-	6%	ditto

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

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

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

ARTICLE 12

Discipline

(a) To effect maintenance of discipline and good order, the Company and the Union agree upon the adoption of the following methods and procedure;

- (i) ~~Personall~~ reprimand by the superintendent, assistant-superintendent, the overseer or the second-hand where the situation so warrants;
- (ii) Suspension from work without pay for a period of from one to three days in the case of a second offense;
- (iii) Dismissal from the employ of the Company for a third offence;
- (iv) In a case which, in the opinion of the Company, is a serious offence or a matter seriously affecting the maintenance of discipline amongst the employees, the above procedure can be dispensed with and the employee dealt with summarily by the Company, including dismissal.

- (v) Within one week from the date of any reprimand, suspension or dismissal set forth in paragraphs (a) (1) to (iv) of this Article, the Company shall forward written notification thereof to the Union. Should an employee of the Company be dismissed and feel that his dismissal is unjustified, the said dismissal may within a period of six working days from the date of the dismissal become a discussable grievance in accordance with the Grievance Procedure Article set out in this Agreement.

ARTICLE 13

No stoppage of Work

(a) The Union agrees that should any disagreement or grievance arise between the parties hereto, the Union or its members shall not cause, aid or abet, or take part in any strike, slowdown of production, stoppage of work, or picketing even peaceful for any cause whatsoever during the lifetime of this contract. Such disagreement or grievance shall be settled in accordance with the steps provided in the grievances and arbitration sections of this contract.

(b) The Company agrees not to engage in any lockout and to maintain as steady a program of operations as may be consistent with sound business judgment and operating efficiency.

(c) No employee, whether a Union member or not, shall cause or take part in a strike, slow-down of production, stoppage of work or picketing, for any cause whatsoever. Should an employee do so, he shall be deemed to have broken this Agreement and shall be dismissed from the Company, and such employee will lose by any such act all privileges of reinstatement.

ARTICLE 14

(a) The parties agree that it shall be the right and the responsibility of the Company to classify its employees in accordance with the different occupational classifications and to decide in which one of the said occupational classifications each and every employee belongs.

(b) In the event of an employee being required to stand by for any reason, within the control of the Company, such employee shall notify his Second Hand or Overseer and shall be paid his regular hourly rate of pay or his average hourly earnings for the current pay period, if on piece-work, provided that if requested by the Company, the employee shall perform such available work as the Company may assign. It is understood that all piece work rates are set to compensate for regular stoppage of work, which normally occur, and this provision will not apply in such cases.

ARTICLE 15

It is agreed and understood that the rates of pay to be paid to the employees shall be established in accordance with the Job Evaluation plan submitted by the Company. The said rates of pay shall be those resulting from a wage curve passing through a minimum occupation rate of sixty-five (65) cents and one dollar (\$1.00) for loom fixers. These rates shall be in effect throughout the term of the present Agreement save insofar as otherwise provided by Article 5.

However, it is also understood and agreed that any standard hourly rate of pay which is higher than the standard hourly rate of pay established by Job Evaluation will remain in force and be paid by the Company only as the employees now having such occupations continue to be employed at these same occupations.

Any piece rate employee, except learners having less than twelve weeks' service with the Company, will receive a guaranteed minimum of sixty-five (65) cents per hour for each hour which he works.

ARTICLE 16

Learners

Notwithstanding the dispositions of Article 15 above, it is understood and agreed that the Company has the right to engage new employees and to pay them, at its option, at rates less than standard but not less than fifty (50) cents per hour provided that in not more than a period of four weeks a minimum rate of fifty-five (55) cents per hour will be paid and that in not more than a period of eight weeks a minimum rate of sixty (60) cents per hour will be paid and that in not more than a period of twelve (12) weeks a minimum rate of sixty-five (65) cents per hour will be paid.

ARTICLE 17

Voluntary Irrevocable Check-Off

(a) The Company will, during the term of this Agreement, honour an authorization by an employee for the deduction and remittance of his Union dues as set out in Schedule "A" hereto. Such an authorization shall be irrevocable for the term of the present Agreement.

(b) Such an authorization will only be revocable by the employee by notice as set out in Schedule "B". Such notice must be signed in duplicate and remitted to the Company within 30 days prior to the termination date of this Agreement. Revocation shall take effect only at the date of expiration of said Agreement.

When the Company remits dues to the Union Treasurer it shall name the employees from whose pay dues were deducted. The Company shall also advise the Union in writing of the names of the employees who have revoked their orders for check-off of Union dues, not later than ten (10) days after the revocation takes effect.

(c) The Union agrees to notify the Company at least seven (7) days in advance of the rate set for Union dues and of any change thereto during the term of the present Agreement.

(d) The Company and the Union agree that they will not at any time coerce or intimidate any employee to induce him either to accept or refuse to accept the check-off.

SCHEDULE "A"

Date

I hereby authorize Dominion Textile Company Limited to deduct from my pay once each calendar month, such sum as may be set as monthly Union dues by Local 102- United Textile Workers of America, and to remit same to the Treasurer of said Union

This authorization shall take effect on the sixth day after it has been received by the Company.

I recognize that the present authorization may be revoked by me only in accordance with the terms of the Collective Agreement in force between said Company and said Union at such time as I may desire to make a revocation.

I hereby renounce in advance to any recourse in damages or otherwise against Dominion Textile Company Limited for making the above deductions during such period as this authorization may be in force.

Witness

Employee

SCHEDULE "B"

Date

I hereby revoke any authorization given by me to Dominion Textile Company Limited previous to this date to deduct my Union dues and remit same to the Treasurer of Local 102- United Textile Workers of America, and request that no further deductions be made for Union dues from my pay.

Witness

Employee

ARTICLE 18

Minimum Call Pay

Any employee who reports for work at the usual time without previously having been notified that his services are not required, can be assigned to do four hours work by the Company, at his habitual rate of pay. If no work is assigned to him the said employee will receive four hours pay at his habitual rate of pay. This, however, does not apply in cases of force majeure.

ARTICLE 19

Insurance

(a) The Company agrees to insure the employees in accordance with the plan discussed and agreed to with the Union. This Plan will be administered by a recognized insurance company and/or association. Each employee will receive a copy of the Plan. The following schedule of insurance will be provided:

(i) Life Insurance

Female-	\$500.00
Male-	500.00

(ii) Weekly Sickness and Accident Benefit

Female- \$ 8.00
Male- 12.00

(iii) Daily Hospital Benefit

Female- \$ 3.50
Male- 3.50

(iv) Special Hospital Services

Female- and Male-

As per the schedule of payments up to a maximum of \$25.00 for specified items as set forth in the schedule presently in force under the Quebec Hospital Service Association Standard Ward Service Plan.

(b) An employee shall not be entitled to the benefits of the above Plan unless he has six (6) months' continuous service with the Company.

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

ARTICLE 20

The present Agreement shall be in force for a period of one year commencing on the 6th day of September, 1949 and terminating on the 5th day of September, 1950. It shall be automatically renewed for a further period of one year as and from the 6th day of September, 1950 unless one of the parties hereto gives a written notice of termination to the other party hereto not more than sixty days nor less than thirty days prior to the 5th day of September 1950, and thereafter this Agreement shall be automatically renewed for a similar period of one year, and so on, upon failure by one of the parties to give a written notice to the other party within a delay which shall not be more than sixty days nor less than thirty days prior to the expiration of each period.

IN WITNESS WHEREOF the parties hereto have executed an original and seven copies hereof at Montreal, Quebec, as of the 2nd day of September, 1949.

DOMINION TEXTILE COMPANY LIMITED

D. Pechie
General Superintendent

Madaline Parent
ORGANIZER-U.T.W.A.

LOCAL 102- UNITED TEXTILE
WORKERS OF AMERICA

Eugène Plante
President

Gérard Bélair
Secretary

Azéus Beaucage
Business Agent

Frank F. Cobban
Representative, Shop Committee
General Machine Shop Branch

293

COLLECTIVE LABOUR AGREEMENT

BY AND BETWEEN:

DOMINION TEXTILE COMPANY LIMITED, a body corporate having its head office in the City of Montreal, Quebec, hereinafter called the Company with respect to its General Machine Shop Branch hereinafter called the Plant,

PARTY OF THE FIRST PART;

AND:

LOCAL IO2- UNITED TEXTILE WORKERS OF AMERICA, at Montreal, Quebec, hereinafter called the Union,

PARTY OF THE SECOND PART;

WITNESSETH:

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

ARTICLE 1

Recognition

The Union, having been duly certified under the Quebec Labour Relations Act is recognized by the Company as the collective representative for the employees of the General Machine Shop Branch of the Company in matters pertaining to rates of pay, hours of work and working conditions.

ARTICLE 2

Term "Employee"

The term "employee" whenever found in this present agreement, includes all employees of the Plant except overseers, second hands, watchmen, surety personnel, office employees, mill clerks, sizers, testers, laboratory personnel, time study men and all other members of the administrative staff of the Plant.

ARTICLE 3

Grievance Procedure

(a) The Union shall designate from amongst the employees of each department a representative for that department to be known as a "shop committee man". The shop committee men shall constitute and be the "Plant Shop Committee".

The Union shall designate five shop committee men which five shall constitute and be the "Grievance Committee". The Grievance Committee shall appoint one of their members to be "Grievance Committee Chairman".

19/1869

The Union shall submit in writing to the Company the names of every shop committee man and of every member of the Grievance Committee.

(b) In order to establish an orderly procedure for the handling of grievances both parties agree that grievances arising out of the operation ~~or~~ or the interpretation of this contract shall be settled in the following manner:

(i) Any employee feeling he has such a grievance and who wishes the grievance to be settled must first discuss his grievance with his own departmental overseer, without or, if the employee desires, with the presence of his own departmental shop committee men. The overseer shall give his decision within three working days from the date the grievance was so submitted to him.

(ii) Should there be dissatisfaction with the decision of the overseer the employee, either with or without his own departmental shop committee man, or ~~represented~~ represented by his departmental shop committee man must within three working days of the overseer's decision present the alleged grievance to the plant superintendent, and the plant superintendent shall give his decision within six working days after the matter was so presented to him. Should the alleged grievance not be presented to the superintendent within the said three working days after the overseer's decision the grievance shall be deemed satisfactorily and finally settled.

(iii) Should there then be dissatisfaction with the decision of the plant superintendent, the alleged grievance shall be reduced to writing and signed by the employee concerned, and shall be submitted by the employee either with or without his own departmental shop committee man, or represented by his departmental shop committee man for consideration at the next meeting between the plant superintendent and his assistants and the Grievance Committee. Should the grievance not be so submitted to the plant superintendent and the Grievance Committee within three working days after the superintendent's decision, the grievance shall be deemed satisfactorily and finally settled.

The Plant Superintendent and the Grievance Committee shall meet at least once a month, and may meet more often if the superintendent and the Grievance Committee are agreeable to so doing.

(iv) All decisions reached by agreement between the plant superintendent and the Grievance Committee shall be final and binding on the Company, the Union and the employees.

(v) In the event that the alleged grievance is not settled between the Grievance Committee and the plant superintendent, either the Company or the Union may make a written demand upon the other for an arbitration on the grievance by an Arbitration Board, all according to the arbitration procedure as set forth in Article 4 of this Agreement. Such a demand for arbitration must be made ^{and} served six working days from the date of the last conference at which the alleged grievance was discussed, otherwise it shall be deemed that the grievance has been finally and satisfactorily settled.

(vi) It is agreed that, at meetings between the Grievance Committee and the Plant superintendent and his assistants, the Union may have the assistance of the Business Agent of the Union and/or other designated representatives of the Union, and that such person or persons may attend the said meetings.

ARTICLE 4

ARBITRATION.

(a) Should a written demand for an arbitration as set forth in Article 3 (b) (v) be made, the matter shall forthwith be submitted to an Arbitration Board which shall consist of three arbitrators, one to be appointed by each of the parties hereto and the third, who shall be the Chairman, to be appointed by the two arbitrators so named. Should either party fail to appoint the arbitrator within six working days after receipt of written request from the other party so to do, such arbitrator shall be appointed by the Minister of Labour for the Province of Quebec. Should the first two arbitrators fail to agree on a third arbitrator the latter shall be appointed by the Minister of Labour for the Province of Quebec on application of either party.

If the matter submitted to an Arbitration Board refers to tasks or work loads or wage rates, the Chairman of an Arbitration Board appointed under the provisions of the paragraph immediately above either by the first two named arbitrators or by the Minister of Labour for the Province of Quebec, must be a competent textile engineer chosen from any of the following firms:

J.D. Woods & Gordon Ltd;
15 Wellington W; Toronto.

Bigelow, Kent, Willard & Co;
580 Fifth Ave; New York.

Ralph H. Loper Co;
Fall River, Mass.

Moore, Thion & Morgan,
Charlotte, North Carolina.

J.B. Serrine Co;
Greenville, South Carolina.

American Association of Textile
Consultants,
New York.

and from such other firms which the parties may mutually agree upon from time to time.

(b) An Arbitration Board shall render its decision in writing and the majority decision of an Arbitration Board shall be final and binding upon the parties hereto, and all employees concerned.

(c) No Arbitration Board formed under this Agreement shall have the power to amend, alter or modify this Agreement, or to consider any matters except those which arise from it, or to give any decision inconsistent with the provisions, save insofar as the determination of wage rates under the procedure indicated in Article 5 of this Agreement is concerned.

ARTICLE 5

PRODUCTIVITY

(a) It is recognized and agreed that it is the right of the Company to fix and institute changes in tasks or work assignments or wage rates. Due notification of at least twelve (12) working days will be given in advance by the Company to the Union of any impending fundamental changes and at such time all necessary information to fully explain such change will also be furnished to the Union.

(b) If there is any question as to the feasibility of the change in task or the suitability of new rates, a trial period which may be less but in no case shall exceed thirty (30) working days will be instituted in order to give a fair trial to the wage rates and/or tasks or work assignments. During this period employees will be paid according to the wage rates pertaining to the new task, but in any event during such period their average hourly earnings, except learners, will not be lower than ninety percent (90%) of the objective rate for their occupation as established by Article 15 of this contract.

(c) If following the trial period there is no agreement between the parties, the Union, within twelve (12) working days following the end of the trial period may take the question up according to the Grievance Procedure. If no grievance is instituted within this delay, the wage rates or tasks in force during the trial period shall be deemed final and fully accepted by both parties. After a grievance is instituted the tasks and wage and working conditions in force during the trial period shall remain in force until the final decision on the grievance has been granted.

(d) Should the wage rates and tasks in force during the trial period be submitted to arbitration, the decision of the Arbitration Board insofar as wages are concerned will be retroactive and will take effect from the time of the inauguration of the trial period. The amount of retroactive adjustments, if any, shall be determined by the Arbitration Board and shall be granted.

(e) There is nothing in this article which precludes the Union from pointing out to or discussing with management an error in either the rate or task at any time during the trial period. If management concurs, an immediate change will be made to correct any such error.

(f) During any trial period the Company, on request, will grant the Union permission to delegate a representative, the whole without cost to the Company:

- (i) To observe the effects of any changes in tasks undergoing such trial period; and
- (ii) To observe the chronometrical tests which are being made to establish or modify the tasks or piece work rates undergoing such trial period; and
- (iii) To carry out chronometrical tests himself for purposes of verification of the tasks or changes undergoing such trial period, provided such representative does not hinder the proper functioning of the department.

ARTICLE 6.

Weekly Pay

Payment of wages earned will be made on a weekly basis and the pay day shall be Friday unless Friday is a holiday, in which case the pay day shall be the preceding day.

ARTICLE 7

(a) Except in the cases mentioned in paragraph (c) of this Article 7, no work shall be performed on the following days, and employees shall be paid at their regular rates of pay for observance of these days:

New Year's Day
Good Friday
St. Jean-Baptiste Day
Dominion Day
Labour Day
Christmas Day

the whole provided they have worked the declared working day previous to and the declared working day following each of the said holidays.

(b) On Epiphany Day, Ascension Day, All Saints Day and Immaculate Conception Day, no work shall be performed between the hours of 7 a.m. and 9 a.m.

(c) Any employee required to work on Sunday or on New Year's Day, Good Friday, St. Jena-Baptiste Day, Dominion Day, Labour Day, or Christmas Day shall receive his regular rate of pay plus a premium of fifty (50) per cent except personnel employed in the development and transmission of motive power and heat.

ARTICLE 8

Seniority

In questions involving layoffs, rehiring, promotions and demotions, the Company will give consideration to skill, competence, ability and assiduity. Should it find these factors equal as between individual employees seniority will be the guiding factor. The Company agrees to discuss with the Union any alleged injustice arising out of a seniority question.

ARTICLE 9

Bulletin Boards

The Union shall be accorded the use of notice boards situated at appropriate places throughout the mill upon which to post notices of meetings of the Union. All such Union notices shall be properly authenticated and all notices that may be of a special nature shall be submitted to the Company Personnel Department for approval before being posted.

ARTICLE 10

Working Hours

(a) Subject to the requirements of production and the availability of manpower as determined by the Company, the mill or any department or section thereof may be operated according to any one, any two or all three of the following shifts:

First Shift: Monday through Friday inclusive:
7 a.m. until 3.30 p.m. with a non-paid
half-hour interruption for the midday meal;

Second Shift: Monday through Friday inclusive;
3.30 p.m. until 12 midnight with a
non-paid half-hour interruption for the
evening meal.

Third Shift: Monday through Saturday inclusive;
12 midnight until 7 a.m.

- (b) (1) The first and second shifts as set forth shall be day shifts.
- (2) The third shift as set forth above shall be a night shift and will be composed entirely of male personnel. The employees forming the third shift will receive a premium of \$0.10 in lieu of any or all other night bonuses.
- (3) Nothing hereinabove recited shall preclude the Company's right to have shifts work longer than those hereinabove specified provided that the stipulations of paragraph (c) of this article 10 covering overtime rates of pay are observed.
- (4) The only bonuses or premiums which shall be in effect are those provided by this Article 10 and Article 7.

(c) ALL employees covered by the terms of this Agreement except personnel employed in the development and transmission of motive power and heat shall be entitled for all hours worked in excess of forty hours in any one week to a premium of 50% of either their regular rate or their average hourly piecework earnings during that week, as the case may be.

ARTICLE 11.

Annual Vacation with Pay

(a) The Company agrees to grant one (1) week's vacation to each employee in its service at the commencement of such vacation. The mill shall not operate during that week, and it shall be known as the "General Vacation Week".

(b) The Company may, at its option, grant a second week's vacation to any or all employees.

(c) All vacation periods must be taken by employees at such times as may be specified by the Company.

(d) The total amount of vacation pay due each employee shall be based on his length of continuous service with the Company and shall be computed in accordance with the "Computation of Vacation Pay Table" set out below:-

COMPUTATION OF VACATION PAY TABLE

Length of Employee's continuous service with the Company computed as of June 30th, 1949.

Rate of Vacation Pay

Less than one (1) year

2% of the employee's total earnings for work performed for the Company during the 12 months preceding the last pay period but three prior to the commencement of the "general Vacation Week" referred to in paragraph (a) of this Article.

One (1) year or over but less than two (2) years.

2.4% ditto

(COMPUTATION OF VACATION PAY TABLE Continued)

Two (2) years or over but less than three (3) years-	2.8%	of the employee's total earnings for work performed for the Company during the 12 months' preceding the last pay period but three prior to the commencement of the "General Vacation Week" referred to in paragraph (a) of this Article.
Three (3) years or over but less than four (4) years-	3.2%	ditto
Four (4) years or over but less than five (5) years-	3.6%	ditto
Five (5) years or over-	4%	ditto

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

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

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

ARTICLE 12

Discipline

(a) To effect maintenance of discipline and good order, the Company and the Union agree upon the adoption of the following methods and procedure;

- (i) Personal reprimand by the superintendent, assistant-superintendent, the overseer or the second-hand where the situation so warrants;
- (ii) Suspension from work without pay for a period of from one to three days in the case of a second offense;
- (iii) Dismissal from the employ of the Company for a third offense;
- (iv) In a case which, in the opinion of the Company, is a serious offence or a matter seriously affecting the maintenance of discipline amongst the employees, the above procedure can be dispensed with and the employee dealt with summarily by the Company, including dismissal.

- (v) Within one week from the date of any reprimand, suspension or dismissal set forth in paragraph (a) (i) to (iv) of this Article, the Company shall forward written notification thereof to the Union. Should an employee of the Company be dismissed and feel that his dismissal is unjustified, the said dismissal may within a period of six working days from the date of the dismissal become a discussable grievance in accordance with the Grievance Procedure Article set out in this Agreement.

ARTICLE 13

No Stoppage of Work

(a) The Union agrees that should any disagreement or grievance arise between the parties hereto, the Union or its members shall not cause, aid or abet, or take part in any strike, slowdown of production, stoppage of work, or picketing even peaceful for any cause whatsoever during the lifetime of this contract. Such disagreement or grievance shall be settled in accordance with the steps provided in the grievance and arbitration sections of this contract.

(b) The Company agrees not to engage in any lockout and to maintain as steady a program of operations as may be consistent with sound business judgment and operating efficiency.

(c) No employee, whether a Union member or not, shall cause or take part in a strike, slow-down of production, stoppage of work or picketing, for any cause whatsoever. Should an employee do so, he shall be deemed to have broken this Agreement and shall be dismissed from the Company, and such employee will lose by any such act all privileges of reinstatement.

ARTICLE 14

The parties agree that it shall be the right and the responsibility of the Company to classify its employees in accordance with the different occupational classifications and to decide in which one of the said occupational classifications each and every employee belongs

ARTICLE 15

It is agreed and understood that the rates of pay to the employees shall be established in accordance with the Job Evaluation plan submitted by the Company. The said rates of pay shall be those resulting from a wage curve passing through a minimum occupation rate of sixty-five (65) cents and one dollar (\$1.00) for loom fixers. These rates shall be in effect throughout the term of the present Agreement save insofar as otherwise provided by Article 5.

However, it is also understood and agreed that any standard hourly rate of pay which is higher than the standard hourly rate of pay established by Job Evaluation will remain in force and be paid by the Company only as long as the employees now having such occupations continue to be employed at these same occupations.

Any piece rate employee, except learners having less than twelve weeks' service with the Company, will receive a guaranteed minimum of sixty-five (65) cents per hour for each hour which he works.

ARTICLE 16

Learners

Notwithstanding the dispositions of Article 15 above, it is understood and agreed that the Company has the right to engage new employees and to pay them, at its option, at rates less than standard but not less than fifty (50) cents per hour provided that in not more than a period of four weeks a minimum rate of fifty-five (55) cents per hour will be paid and that in not more than a period of eight weeks a minimum rate of sixty (60) cents per hour will be paid and that in not more than a period of twelve (12) weeks a minimum rate of sixty-five (65) cents per hour will be paid.

ARTICLE 17

Voluntary Irrevocable Check-Off

(a) The Company will, during the term of this Agreement, honour an authorization by an employee for the deduction and remittance of his Union dues as set out in Schedule "A" hereto. Such an authorization shall be irrevocable for the term of the present Agreement.

(b) Such an authorization will only be revocable by the employee by notice as set out in Schedule "B". Such notice must be signed in duplicate and remitted to the Company within 30 days prior to the termination date of this Agreement. Revocation shall take effect only at the date of expiration of said Agreement.

When the Company remits dues to the Union Treasurer it shall name the employees from whose pay dues were deducted. The Company shall also advise the Union in writing of the names of the employees who have revoked their orders for check-off of Union dues, not later than ten (10) days after the revocation takes effect.

(c) The Union agrees to notify the Company at least seven (7) days in advance of the rate set for Union dues and of any change thereto during the term of the present Agreement.

(d) The Company and the Union agree that they will not at any time coerce or intimidate any employee to induce him either to accept or refuse to accept the check-off.

SCHEDULE "A"

Date

I hereby authorize Dominion Textile Company Limited to deduct from my pay once each calendar month, such sum as may be set as monthly Union dues by Local 102- United Textile Workers of America, and to remit same to the Treasurer of said Union.

This authorization shall take effect on the sixth day after it has been received by the Company.

I recognize that the present authorization may be revoked by me only in accordance with the terms of the Collective Agreement in force between said Company and said Union at such time as I may desire to make a revocation.

I hereby renounce in advance to any recourse in damages or otherwise against Dominion Textile Company Limited for making the above deductions during such period as this authorization may be in force.

Witness

Employee

SCHEDULE "B"

Date

I hereby revoke any authorization given by me to Dominion Textile Company Limited previous to this date to deduct my Union dues and remit same to the Treasurer of Local 102- United Textile Workers of America, and request that no further deductions be made for Union dues from my pay.

Witness

Employee

ARTICLE 18

Minimum Call Pay

Any employee who reports for work at the usual time without previously having been notified that his services are not required, can be assigned to do four hours work by the Company, at his habitual rate of pay. If no work is assigned to him the said employee will receive four hours pay at his habitual rate of pay. This, however, does not apply in cases of force majeure.

ARTICLE 19

The present Agreement shall be in force for a period of one year commencing on the 6th day of September, 1948 and terminating on the 5th day of September, 1949. It shall be automatically renewed for a further period of one year as and from the 8th day of September, 1949 unless one of the parties hereto gives a written notice of termination to the other party hereto not more than sixty days nor less than thirty days prior to the 5th day of September 1949, and thereafter this Agreement shall be automatically renewed for a similar period of one year, and so on, upon failure by one of the parties to give a written notice to the other party within a delay which shall not be more than sixty days nor less than thirty days prior to the expiration of each period.

IN WITNESS WHEREOF the parties hereto have executed an original and seven copies hereof at Montreal, Quebec, as of the 2nd day of September, 1948.

DOMINION TEXTILE COMPANY LIMITED

P. Daniels
General Manufacturing Manager

D. Pechie
General Superintendent

LOCAL 102- UNITED TEXTILE WORKERS
OF AMERICA

Eugène Plante
President

Marcelle Dubé (Mrs)
Secretary

Azéus Beaucage
Business Agent

Frank T. Cobban
Representative, Shop Committee
General Machine Shop Branch

Madeleine Parent
ORGANIZER- U.T.W.A.

Q. A 293

COLLECTIVE LABOUR AGREEMENT

BY AND BETWEEN :

DOMINION TEXTILE COMPANY LIMITED, a body corporate having its head office in the City of Montreal, Quebec, hereinafter called the Company, with respect to its General Machine Shop Branch hereinafter called the Plant.

PARTY OF THE FIRST PART.

AND

THE UNITED TEXTILE WORKERS OF AMERICA, chartered by the American Federation of Labour, having its head office in the City of Washington, District of Columbia and its local Union No. 102 of the United Textile Workers of America at Montréal, Quebec, hereinafter called the Union.

PARTY OF THE SECOND PART.

WITNESSETH :

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

ARTICLE 1

Recognition

The Union, having been duly certified under the Quebec Labour Relations Act is recognized by the Company as the collective representative for the employees of the General Machine Shop Branch of the Company in matters pertaining to rates of pay, hours of work and working conditions.

19/
No-1537

ARTICLE 2

"Term " Employee"

The term " employee " whenever found in this present agreement, includes all employees of the Plant except overseers, second hands, watchmen, surety, personnel, office employees, mill clerks, sizers, testers, laboratory personnel, time study men and all other members of the administrative staff of the Plant.

ARTICLE 3

Grievance Procedure

(a) The Union shall designate from amongst the employees of each department a representative for that department to be known as a " Shop Committee Man " The shop committee men shall constitute and be the " Plant Shop Committee ".

The Union shall designate five shop committee men which five shall constitute and be the "Grievance Committee ". The Grievance Committee shall appoint one of their members to be " Grievance Committee Chairman ".

The Union shall submit in writing to the Company the names of every shopcommittee man and of every member of the Grievance Committee.

(b) In order to establish an orderly procedure for the handling of grievances both parties agree that grievances arising out of the operation or the interpretation of this contract shall be settled in the following manner ;

(1) Any employee feeling he has such a grievance and who wishes the grievances to be

settled must first discuss his grievance with his own departmental overseer, without or, if the employee desires, with the presence of his own departmental shop committee man. The overseer shall give his decision within three working days from the date the grievance was so submitted to him.

(ii) Should there be dissatisfaction with the decision of the overseer the employee, either with or without his own departmental shop committee man, or represented by his departmental shop committee man must within three working days of the overseer's decision present the alleged grievance to the plant superintendent, and the plant superintendent shall give his decision within six working days after the matter was so presented to him. Should the alleged grievance not be presented to the superintendent within the said three working days after the overseer's decision the grievance shall be deemed satisfactorily and finally settled.

(iii) Should there then be dissatisfaction with the decision of the plant superintendent the alleged grievance shall be reduced to writing and signed by the employee concerned and shall be submitted by the employee either with or without his own departmental shop committee man, or represented by his own departmental shop committee man for consideration at the next meeting between the plant superintendent and his assistants and the Grievance Committee. Should the grievance not be so submitted to the plant superintendent and the Grievance Committee within three working days after the superintendent's decision the grievance shall be deemed satisfactorily and finally settled.

The plant Superintendent and the Grievance Committee shall meet at least once a month, and may meet more often if the superintendent and the Grievance Committee are agreeable to so doing.

(iv) All decisions reached by agreement between the plant superintendent and the Grievance Committee shall be final and binding on the Company, the Union and the employees.

(v) In the event that the alleged grievance is not settled between the Grievance Committee and the plant superintendent, either the Company or the Union may make a written demand upon the other for an arbitration on the grievance by an Arbitration Board, all according to the arbitration procedure as set forth in Article 4 of this Agreement. Such a demand for arbitration must be made and served six working days from the date of the last conference at which the alleged grievance was discussed, otherwise it shall be deemed that the grievance has been finally and satisfactorily settled.

(vi) It is agreed that at meetings between the Grievance Committee and the Plant Superintendent and his assistants that the Union may have the assistance of the Business Agent of the Union and " or other designated representatives of the Union, and that such person or persons may attend the said meetings.

ARTICLE 4

Arbitration

(a) Should a written demand for an arbitration as set forth in Article 3 (b) (v) be made the matter shall forthwith be submitted to an Arbitration Board which shall consist of three arbitrators, one to be

appointed by each of the parties hereto and the third, who shall be the Chairman, to be appointed by the two arbitrators so named. Should either party fail to appoint the arbitrator within six working days after receipt of written request from the other party so to do such arbitrator shall be appointed by the Minister of Labour for the Province of Quebec. Should the first two arbitrators fail to agree on a third arbitrator the latter shall be appointed by the Minister of Labour for the Province of Quebec on application of either party.

If the matter submitted to an Arbitration Board refers to tasks of workloads or wage rates, the Chairman of an Arbitration Board appointed under the provisions of the paragraph immediately above either by the first two named arbitrators or by the Minister of Labour for the Province of Quebec must be a competent textile engineer chosen from any of the following firms ;

J.D.Woods & Gordon Ltd.
15 Wellington W.Toronto.

Bigelow. Kent, Willard & Co.
580 Fifth Ave. New-York.

Ralph E.Loper Co.
Fall River. Mass.

Moore, Thies & Morgan,
Charlotte, North Carolina.

J.E.Sirrine Co.
Greenville, South Carolina.

American Association of Textile Consultants,
New York.

and from such other firms which the parties may mutually agree upon from time to time.

(b) An Arbitration Board shall render its decision in writing and the majority decision of an Arbitration Board shall be final and binding upon the

parties hereto, and all employees concerned.

(c) No Arbitration Board formed under this Agreement shall have the power to amend, alter or modify this Agreement, or to consider any matters except those which arise from it, or to give any decision inconsistent with the provisions, save insofar as the determination of wage rates under the procedure indicated in Article 5 of this Agreement is concerned.

ARTICLE 5

Productivity

(a) It is recognized and agreed that it is the right of the Company to fix and institute changes in tasks or work assignments or wage rates. Due notification of at least twelve (12) working days will be given in advance by the Company to the Union of any impending fundamental changes.

(b) If there is any question as to the feasibility of the change in task or the suitability of new rates, a trial period which may be less but in no case shall exceed thirty (30) working days will be instituted in order to give a fair trial to the said wage rates and / or tasks or work assignments. During this period employees will be paid according to the wage rates pertaining to the new task.

(c) If following the trial period there is no agreement between the parties, the Union, within twelve (12) working days following the end of the trial period may take the question up according to the Grievance Procedure. If no grievance is instituted within this delay.

the wage rates or tasks in force during the trial period shall be deemed final and fully accepted by both parties. After a grievance is instituted the tasks and wage rates and working conditions in force during the trial period shall remain in force until the final decision of the grievance has been granted.

(d) Should the wage rates and tasks in force during the trial period be submitted to arbitration, the decision of the Arbitration Board insofar as wages are concerned will be retroactive and will take effect from the time of the inauguration of the trial period. The amount of retroactive adjustments, if any, shall be determined by the Arbitration Board and shall be granted.

(e) There is nothing in this article which precludes the Union from pointing out to or discussing with management an error in either the rate or task at any time during the trial period. If management concurs, an immediate change will be made to correct any such error.

ARTICLE 6

Weekly Pay.

Payment of wages earned will be made
basis
by cheque on a weekly/and the pay day shall be
Thursday unless Thursday is a holiday in which case the
pay day shall be the succeeding day.

ARTICLE 7

(a) Except in the cases mentioned in paragraph (c) of this Article 7, no work shall be performed on the following days, and employees shall be paid

at their regular rates of pay for observance of these days ;

New Year's Day	Dominion Day
Good Friday	Labour Day
St-Jean Baptiste Day	Christmas Day

the whole provided they have worked the declared working day previous to and the declared working day following each of the said holidays.

(b) On Epiphany Day, Ascension Day, All Saints Day and Immaculate Conception Day, no work shall be performed between the hours of 7.a.m. and 9. a.m.

(c) Any employee required to work on Sunday or on New Year's Day, Good Friday, St-Jean-Baptiste, Day, Dominion Day, Labour Day, or Christmas Day shall receive his regular rate of pay plus a premium of fifty(50) per cent except personnel employed in the development and transmission of motive power and heat.

ARTICLE 8

Seniority

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

ARTICLE 9

Bulletin Boards

The Union shall be accorded the use of notice boards situated at appropriate places throughout the mill upon which to post notices of meetings of the Union. All such Union notices shall be properly authenticated

and all notices that may be of a special nature shall be submitted to the Company's Personnel Department for approval before being posted.

ARTICLE 10

Working Hours.

(a) Subject to the requirements of production and the availability of manpower as determined by the Company, the Mill or any department or section thereof may be operated according to any one, any two or all three of the following shifts ;

First shift ; Monday through Friday inclusive ;
7. a.m. until 3.30 p.m. with a
non-paid half-hour interruption for
the midday meal ;

Second shift ; Monday through Friday inclusive ;
3.30 p.m. until 12 midnight with
a non-paid half-hour interruption
for the evening meal ;

Third shift ; Monday through Saturday inclusive ;
12 midnight until 7. a.m.

- (b) (1) The first and second shifts as set forth shall be day shifts.
- (2) The third shift as set forth above shall be a night shift and will be composed entirely of male personnel. The employees forming the third shift will receive a premium of \$0.05 in lieu of any or all other night bonuses.
- (3) Nothing hereinabove recited shall preclude the Company's right to have shifts work longer hours than those hereinabove specified provided

that the stipulations of paragraph
(c) of this article 10 covering
overtime rates of pay are observed.

- (4) The only bonuses or premiums which
shall be in effect are those provided
by this Article 10 and Article 7.

(c) All employees covered by the terms of
this Agreement except personnel employed in the development
and transmission of motive power and heat shall be entitled
for all hours worked in excess of forty hours in any one
week to a premium of 50% of either their regular hourly
rate of their average hourly piecework earnings during that
week, as the case may be.

ARTICLE II

Annual Holidays with pay

The Company reaffirms its policy to grant
one week's holidays to employees in its employ at the time
of the holidays, with pay at the rate of 2% of the gross
earnings of the employee during the twelve months preceding
the last pay period but one prior to the holiday or since
the date of employment, should the period of employment
be less than twelve months.

ARTICLE 12

DISCIPLINE

(a) To effect maintenance of discipline
and good order, the Company and the Union agree upon the
adoption of the following methods and procedure ;

- (1) Personal reprimand by the super-
intendent, assistant-superintendent,
the overseer or the second-hand
where the situation so warrants ;

- (ii) Suspension from work without pay for a period of from one to three days in the case of a second offence.
- (iii) Dismissal from the employ of the Company for a third offence.
- (iv) In a case which, in the opinion of the Company, is a serious offence or a matter seriously affecting the maintenance of discipline amongst the employees, the above procedure can be dispensed with and the employee dealt with summarily by the Company, including dismissal.
- (v) Should an employee of the Company be dismissed and feel that his dismissal is unjustified, the said dismissal may within a period of six working days from the date of the dismissal become a discussable grievance in accordance with the Grievance Procedure article set out in this Agreement.

ARTICLE 13

No stoppage of Work

- (a) The Union agrees that should any disagreement or grievance arise between the parties hereto, the Union or its members shall not cause, aid or abet, or take part in any strike, slow down of production, stoppage of work, or picketing, even peaceful, for any cause

whatsoever during the lifetime of this contract. Such disagreement or grievance shall be settled in accordance with the steps provided in the grievances and arbitration sections of this contract.

(b) The Company agrees not to engage in any lockout and to maintain as steady a program of operations as may be consistent with sound business judgment and operating efficiency.

(c) No employee, whether a Union member or not, shall cause or take part in a strike, slow-down of production, stoppage of work or picketing, for any cause whatsoever. Should an employee do so, he shall be deemed to have broken this Agreement and shall be dismissed from the Company, and such employee will lose by any such act all privileges of reinstatement .

ARTICLE 14

The parties agree that it shall be the right and the responsibility of the Company to classify its employees in accordance with the different occupational classifications and to decide in which one of the said occupational classifications each and every employee belongs.

ARTICLE 15

It is agreed and understood that the rates of pay to be paid to the employees shall be established in accordance with the Job Evaluation plan submitted by the Company. The said rates of pay shall be those resulting from a wage curve passing through a minimum occupation rate of fifty (50) cents and eighty-five (85) cents for loom fixers. These rates shall be

in effect throughout the term of the present Agreement save insofar as otherwise provided by Article 6.

However, it is also understood and agreed that any standard hourly rate of pay which is higher than the standard hourly rate of pay established by Job Evaluation will remain in force and be paid by the Company only as long as the employees now having such occupations continue to be employed at these same occupation.

ARTICLE 16

Notwithstanding the dispositions of Article 15 above, it is understood and agreed that the Company has the right to engage new employees and to pay them, at its option, at rates less than standard but not less than forty-five (45) cents per hour provided that in not more than a period of four (4) weeks the minimum rate of fifty (50) cents will be paid.

ARTICLE 17

Voluntary Irrevocable Check-Off

(a) The Company will, during the term of this agreement, honour an order by an employee for the deduction and remittance of his Union dues as set out in Schedule "A" hereto. Such an order shall be irrevocable for the term of the present agreement.

SCHEDULE "A"

Date

I hereby authorize Dominion Textile Company Limited, to deduct from my first pay cheque each calendar month, such sum as may be set as monthly Union

dues by United Textile Workers of America, Local 102, and to remit the same to the Treasurer of said Union.

The present authorization will take effect on the seventh day after it has been received by the Company and shall be irrevocably in force from the date thereof until the date of the termination of the agreement for the year 1947-48 between Dominion Textile Company Limited and United Textile Workers of America, Local 102, unless I should in the meantime leave the employ of the said Company, in which event this authorization shall be automatically revoked as of the date I leave.

I hereby renounce in advance to any recourse in damages or otherwise against Dominion Textile Company Limited for making the above deductions during the entire term of the said labour agreement, even in the case I would withdraw from the said Union. However, I reserve myself the right and privilege of revoking the present authorization within thirty (30) days from the termination of the said agreement, such revocation to take effect only at the date of expiration of said agreement.

Employee.

WITNESS :

(b) The Union agrees to notify the Company at least seven (7) days in advance of the rate set for Union dues and of any change thereto during the term of the present agreement.

(c) The Company and the Union agree that they will not in any time coerce or intimidate any employee to induce him either to accept or to refuse to accept the check-off.

ARTICLE 18

The present agreement shall be in force for a period of one year commencing on the 2nd, day of September 1947 and terminating on the 1st, day of September 1948. It shall be automatically renewed for a further period of one year as and from the 2nd, day of September 1948 unless one of the parties hereto gives a written notice of termination to the other party hereto not more than sixty days nor less than thirty days prior to the 1st, day of September 1948, and thereafter this agreement shall be automatically renewed for a similar period of one year, and so on, upon failure by one of the parties to give a written notice to the other party within a delay which shall not be more than sixty days nor less than thirty days prior to the expiration of each period.

IN WITNESS WHEREOF the parties hereto have executed an original and seven copies hereof at Montreal, Quebec, this 15th day of August. 1947.

DOMINION TEXTILE COMPANY LIMITED,

P. Daniel
General Manufacturing Manager

Signature illisible
General Superintendent

UNITED TEXTILE WORKERS OF AMERICA

Lloyd Klenert
International Secretary-Treasurer

LOCAL 102 UNITED TEXTILE WORKERS OF AMERICA

Alf. Gendron
Chairman, Shop
Committee, Gen'l.
Machine Shop.

Alfred Legros
President

Mme Marcelle Dubé
Secretary

Azéus Beaucauge
Business Agent, Local 102

COLLECTIVE LABOUR AGREEMENT.

By and Between:

DOMINION TEXTILE COMPANY LIMITED,
a body corporate having its head
office in the City of Montreal,
Quebec, hereinafter called the Company
with respect to its General Machine
Shop Branch hereinafter called the
Plant.

PARTY OF THE FIRST PART.

And:

The United Textile Workers of America
chartered by the American Federa-
tion of Labour, having its head
office in The City of Washington,
District of Columbia, and its Lo-
cal Union No. 102 of the United Textile
Workers of America at Montreal, Quebec,
hereinafter called the Union.

PARTY OF THE SECOND PART

WITNESSETH.

That the parties in consideration of the mutual cove-
nants and undertakings hereinafter contained have agreed as follows:

RECOGNITION.

Article 1: The Union, having been duly certified under the Quebec Labour
Relations Act recognized by the Company as the collective representative
for the employees of the General Shop Branch of the Company in matters per-
taining to rates of pay, hours of work and working conditions.

Article 2: TERM "EMPLOYEE"
The term "employee" whenever found in this present agreement, in-
cludes all employees of the Plant except overseers, second hands, watchmen,
surety personnel, office employees, mill clerks, sizers, testers, laboratory
personnel, time study men and all other members of the administrative staff of
the Plant.

Article 3: GRIEVANCE PROCEDURE.
(a) The Union shall designate from amongst the employees of each depart-
ment a representative for that department to be known as a "shop committee man."
The shop committee men shall constitute and be the "Plant Shop Committee.

The Union shall designate five shop committee men which five shall consti-
tute and be the "Grievance Committee" shall appoint one of their members to be
"Grievance Committee Chairman."

The Union shall submit in writing to the Company the names of every
shop committee man and of every member of the Grievance Committee.

(b) In order to establish an orderly procedure for the handling of grie-
vance both parties agree that grievances arising out of the operation or the in-
terpretation of this contract shall be settled in the following manner:

X- The Grievance committee.

19 /
No-1112

- (i) Any employee feeling he has such a grievance and who wished the grievance to be settled must first discuss his grievance with his own departmental overseer, without or, if the employee desires with, the presence of his own departmental shop committee man. The Overseer shall give his decision within three working days from the date the grievance was so submitted to him.
- (ii) Should there be dissatisfaction with the decision of the overseer the employee, either with or without his own departmental shop committee man, or represented by his departmental shop committee man must within three working days of the overseer's decision present the alleged grievance to the plant superintendent, and the plant superintendent shall give his decision within six working days after the matter was so presented to him. Should the alleged grievance not be presented to the superintendent within the said three working days after the overseer's decision the grievance shall be deemed satisfactorily and finally settled.
- (iii) Should there then be dissatisfaction with the decision of the plant superintendent the alleged grievance shall be reduced to writing and signed by the employee concerned and shall be submitted by the employee either with or without his own departmental shop committee man or represented by his own departmental shop committee man for consideration at the next meeting between the plant superintendent and his assistants and the grievance committee. Should the grievance not be so submitted to the plant superintendent and the Grievance Committee within three working days after the superintendent's decision the grievance shall be deemed satisfactorily and finally settled.
- The Plant Superintendent and the Grievance Committee shall meet at least once a month, and may meet more often if the Superintendent and the Grievance Committee are agreeable to so doing.
- (iv) All decisions reached by agreement between the plant superintendent and the Grievance Committee shall be final and binding on the Company, the Union and the employees.
- (v) In the event that the alleged grievance is not settled between the Grievance Committee and the Plant superintendent, either the Company or the Union may make a written demand upon the other for an arbitration on the grievance by an Arbitration Board, all according to the arbitration procedure as set forth in Article 4 of this Agreement. Such a demand for arbitration must be made and served six working days from the date of the last conference at which the alleged grievance was discussed, otherwise it shall be deemed that the grievance has been finally and satisfactorily settled.
- (vi) It is agreed that at meetings between the Grievance Committee and the Plant Superintendent and his assistants that the Union may have the assistance of the Business Agent of the Union and /or other designated representatives of the Union, and that such person or persons may attend the said meetings.

Article 4:

ARBITRATION.

(a) Should a written demand for an arbitration as set forth in Article 3 (b) V be made the matter shall forthwith be submitted to an Arbitration Board which shall consist of three arbitrators, one to be appointed by each of the parties hereto and the third, who shall be the Chairman, to be appointed by the two arbitrators so named. Should either party fail to appoint the arbitrator within six working days after receipt of written request from the other party so to do such arbitrator shall be appointed by the Minister of Labour for the Province of Quebec, Should the first two arbitrators fail to agree on a third arbitrator the latter shall be appointed by the Minister of Labour for the Province of Quebec on application of either party.

If the matter submitted to an Arbitration Board refers to tasks or work loads or wage rates, the Chairman of an Arbitration Board appointed under the provisions of the paragraph immediately above either by the first two named arbitrators or by the Minister of Labour for the Province of Quebec must be a competent textiles engineer chosen from any of the following firms:

J.D. Woods & Gordon Ltd.
15 Wellington W., Toronto.

Bigelow, Kent, Willard & Co.,
580 Fifth Ave, New-York.

Ralph E. Loper Cp.,
Fall River, Mass.

Moore, Thies & Morgan,
Charlotte, North Carolina.

J.E. Serrine Co.,
Greenville, South Carolina.

American Association of Textile Consultants
New-York.

and from such other firms which the parties may mutually agree upon from time to time.

(b) An Arbitration Board shall render its decision in writing and the majority decision of an Arbitration Board shall be final and binding upon the parties hereto, and all employees concerned.

(c) NO Arbitration Board formed under this Agreement shall have the power to amend, alter or modify this Agreement, or to consider any matters except those which arise from it, or to give any decision inconsistent with the provisions, save insofar as the determination of wage rates under the procedure indicated in Article 5 of this Agreement is concerned.

Article 5:

PRODUCTIVITY.

(a) It is recognized and agreed that it is the right of the Company to fix and institute changes in tasks or work assignments or wage rates. Due notification of

at least twelve working days will be given in advance by the Company to the Union of any impending fundamental changes.

(b) If there is any question as to the feasibility of the change in task or the suitability of new rates, a trial period of sixty working days will be instituted in order to give a fair trial to the said wage rates and /or tasks or work assignments, During this period employees will be paid according to the wage rates pertaining to the new task.

(c) If following the trial period there is no agreement between the parties, the Union, within twelve working days following the end of the trial period may take the question up according to the Grievance Procedure. If no grievance is instituted within this delay the wage rates or tasks in force during the trial period shall be deemed final and fully accepted by both parties. After a grievance is instituted the tasks and wage rates and working conditions in force during the trial period shall remain in force until the final decision on the grievance has been granted.

(d) Should the wage rates and tasks in force during the trial period be submitted to arbitration the decision of the Arbitration Board insofar as wages are concerned will be retroactive and will take effect from the time of the inauguration of the trial period. The amount of retroactive adjustments, if any, shall be determined by the Arbitration Board and shall be granted.

WEEKLY PAY.

Article 6. Payment of wages earned will be made by cheque on a weekly basis and the pay day shall be Thursday unless Thursday is a holiday, in which case the pay day shall be the succeeding day.

Article 7. (a) Except in the cases mentioned in Paragraph (b) of this Article 7, no work shall be done on the following holidays:

New Year's Day
Good Friday
St- Jean Baptiste Day
Dominion Day
Labour Day
Christmas Day.

and between the hours of 7 a.m. and 9.a.m. on All Saints Day and Immaculate Conception Day.

(b) Any employee required to work on Sunday or on New Year's Day, Good Friday, St- Jean Baptiste Day, Dominion Day Labour Day or Christmas Day shall receive his regular rate of pay plus a premium of 50% except personnel employed in the development and transmissions of motive power and heat.

SENIORITY.

Article 8. In questions involving layoffs, rehiring promotions and demotions, the Company will give consideration to skill, competence, ability and assiduity. Should it find these factors equal as between individual employees seniority will be the guiding factor.

BULLETIN BOARDS.

Article 9: The Union shall be accorded the use of notice boards situated at appropriate places throughout the mill upon which to post notices of meetings of the Union. All such Union notices shall be properly authenticated and all notices that may be of a special nature shall be submitted to the Company's Personnel Department for approval before being posted.

Article 10: WORKING HOURS.

(a) The working hours in any one working day for all occupations set forth in the list entitled "Schedule of Wages" attached to this contract shall be eight hours of continuous operation subject to the requirements of production and the availability of man-power as determined by the Company. The mill or any Department or Section thereof may be operated at the Company's discretion according to any one, any two, or all three of the following shifts:

- (i) From 7 a.m. until 3 p.m. which shall be the first shift.
- (ii) From 3 p.m. until 11 p.m. which shall be the second shift.
- (iii) From 11 p.m. of the day previous until 7 a.m. which shall be the third shift.

The third shift shall commence operations each week at 12.01 a.m. on Monday.

However, it is agreed by the parties that when the plant operates on Saturdays the first shift shall on that day work from 7 a.m. until 12 noon and the second shift shall on that day work from 12 noon until 5 p.m. and the third shift shall on that day work from 11 p.m. Friday until 7. a.m. Saturday morning.

- (b) (i) The first and second shifts as set forth above shall be day shifts.
- (ii) The third shift as set forth above shall be a night shift and employees working on that shift shall receive a premium of 5 cents per hour in lieu of any and all other night bonuses.
- (iii) Nothing hereinabove recited shall preclude The Company's right to have certain shifts working longer hours than those hereinabove specified, provided that the stipulations of paragraph (c) of this Article 10 covering overtime rates of pay are observed.
- (iv) All bonuses or premiums in effect before the effective date of this contract are hereby discontinued, save insofar as provided by this Article 10 and Article 7.
- (c) All employees covered by the terms of this Agreement except personnel employed in the development.

and transmission of motive power and heat shall be entitled for all hours worked in excess of forty hours in any one week to a premium of 50% of either their regular hourly rate or their regular hourly rate or their average hourly piecework earnings during that week, as the case may be.

Article 11:

ANNUAL HOLIDAYS WITH PAY.

The Company reaffirms its policy to grant one week's holidays to employees in its employ at the time of the holidays, with pay at the rate of 2% of the gross earnings of the employee during the twelve months preceding the last pay period but one prior to the holiday or since the date of employment, should the period of employment be less than twelve months.

Article 12:

DISCIPLINE.

(a) To effect maintenance of discipline and good order, the Company and the Union agree upon the adoption of the following methods and procedures:

(i) Personal reprimand by the superintendent assistant-superintendent, the overseer or the second-hand where the situation so warrants:

(ii) Suspension from work without pay for a period of from one to three days in the case of a second offense.

(iii) Dismissal from the employ of the Company for a third offense.

(iv) In a case which, in the opinion of the Company, is a serious offense or a matter seriously affecting the maintenance of discipline amongst the employees, the above procedure can be dispensed with and the employee dealt with summarily by the Company including dismissal.

(v) Should an employee of the Company be dismissed and feel that his dismissal is unjustified, the said dismissal may within a period of six working days from the date of the dismissal become a discussable grievance in accordance with the Grievance Procedure article set out in this Agreement.

Article 13:

NO STOPPAGE OF WORK

(a) The Union agrees that should any disagreement or grievance arise between the parties hereto, the Union or its members shall not cause, aid or abet, or take part in any strike, slow ^{down} of production, stoppage of work, or picketing, even peaceful, for any cause whatsoever during the lifetime of this contract. Such disagreement or grievance shall be settled in accordance with the steps provided in the grievances and arbitration sections of this contract.

(b) The Company agrees not to engage in any lockout and to maintain as steady a program of operations as may be consistent with sound business judgment and operating efficiency.

(c) No employee, wheter a union member or not shall cause or take part in a strike, slow-down of production, stoppage of work or picketing, for any cause whatsoever. Should an employee do so, he shall be deemed to have broken this Agreement and shall be dismissed from the Company, and such employee will lose by any such act all privileges of reinstatement.

Article 14:

The parties agree that it shall be the right and the responsibility of the Company to classify its employees in accordance with the different occupational classification contained in the list attached to this contract entitled "Schedule of Wages " and to decide in which one of the said occupational classifications each and every employee belongs.

Article 15:

The rates of pay as set forth under the heading entiled " Proposed Wages Cents per Hour " in the list attached to this contract entitled "Schedule of Wages" shall be in effect throughout the term of this contract, save insofar as otherwise provided by Article 5.

VOLUNTARY REVOCABLE CHECKOFF.

Article 16:

(LK)

(a)The Company will, during the term of this Agreement honour an order by an employee for the deduction and remittance of his union dues as set out in Schedule A hereto. Such an order shall be revocable at any time by notice to the Company set out in Schedule B. Orders shall be signed in duplicate by the employee concerned.

When the Company remits dues to the Union Treasurer it shall name the employees from whose pay dues were deducted, and it shall name the employees who have revoked their orders since the last remittance was made.

SCHEDULE A

.....
Date.

I hereby order Dominion Textile Co, Limited to deduct the sum of \$1.00 from my first pay cheque each calendar month, and to remit the same to the Treasurer of Local 102 of the United Textile Workers of America.

.....
EMPLOYEE

WITNESS.

.....

SCHEDULE B.

.....
Date.

I hereby revoke the order given by me to Dominion Textile Company Limited on to deduct my union dues and remit the same to the Treasurer of Local 102 United Textile Workers of America, and request that no further deductions be made for union dues from my pay cheque.

.....
EMPLOYEE.

WITNESS:

.....

(b) The Company and the Union agree that they will not at any time coerce or intimidate any employee to induce him either to accept or to refuse to accept the checkoff. They agree further that they will not coerce or intimidate or discriminate against any employee because he accepts, cancels, or refuses to accept or cancel his checkoff order.

Article 17:

The present Agreement shall be in force for a period of one year commencing on the 29th day of July 1946, and terminating on the 28th day of July 1947. It shall be automatically renewed for a further period of one year as and from the 29th day of July 1947 unless one of the parties hereto gives a written notice of termination to the other party hereto not more than sixty days nor less than thirty days prior to the 28th day of July 1947, and thereafter this Agreement shall be automatically renewed for a similar period of one year, and so on, upon failure by one of the parties to give a written notice to the other party within a delay which shall not be more than sixty days nor less than thirty days prior to the expiration of each period.

IN WITNESS WHEREOF the parties hereto have executed an original and seven copies hereof at Montreal, Quebec, this 25th day of July, 1946.

DOMINION TEXTILE COMPANY LIMITED.

P. Daniels.
General Manufacturing Manager.

Bertrand Boissonnault.
Industrial Relations Manager.

UNITED TEXTILE WORKERS OF AMERICA.

Lloyd Klenert.
International Secretary-Treasurer.

LOCAL 102 UNITED TEXTILE WORKERS
OF AMERICA.

VICTOR T. BLAY.
President.

Henri Gauthier.
Secretary.

Approved and Countersigned:

CO-ORDINATING COMMITTEE ON INDUSTRIAL DISPUTES OF THE QUEBEC
PROVINCIAL FEDERATION OF LABOUR.

Elphège Beaudoin.
Chairman.

M. Sverdlov.
Member.

Ph. Cutler.
Member.

SCHEDULE OF WAGES.

GENERAL MACHINE SHOP.

	Wages in force May 29, 1946 <u>In cents per hour.</u>	Proposed Wages in cents <u>per hour.</u>
Machinists-----	.6800 - .7800)	.8500 1st.
Fitters-----	.6900 - .7400)	.8000 2nd.
Welders-----	.7200 - .8000)	.7600 3rd.
Blacksmiths-----	.7400 -	
Wood Pattern Maker-----	.9000	.9700
Metal Pattern Maker-----	.8000	.8000
Tool makers-----	.8600	.9300
Drovers-----	.5300	.6700
Press Operators-----	.5800 - .6300	.6700
Grinder & Snagger-----	.5600	.6300
Heat Treater-----	.6900	.7600
Asst. Heat Treater-----	.5500	.6300
Shop Helper-----	.5100	.5800
Apprentices, 1st. year-----	.4000	.4700
" 2nd. "-----	.4500	.5200
" 3rd. "-----	.5000	.5700
" 4th. "-----	.5500	.6300
Head Storeman-----	.6200	.6900
Asst. Storeman-----	.4600	.5300
Shipper-----	.6200	.6900
Asst. Shipper-----	.5600	.6300