

S-480

EMM. FAIRBANKS-MORSE ~

1947-48

417.48
S.



COMMISSION DE RELATIONS OUVRIERES DE LA PROVINCE DE QUEBEC.

LABOUR RELATIONS BOARD OF THE PROVINCE OF QUEBEC

JUGE EUDORE BOIVIN,
PRESIDENT.

PIERRE-A. GOSSELIN,
MEMBRE.

BRUNAY BRAIS,
MEMBRE.

286, RUE ST-JOSEPH,
QUEBEC.

4 EST, RUE NOTRE-DAME
MONTREAL.

Québec, le 3 novembre, 1947.

Monsieur Léon T. Vallée,
Régistrare des conventions collectives,
Ministère du Travail, chambre 313,
Hôtel du Gouvernement,
QUEBEC.

Cher monsieur,

J'accuse réception de votre lettre du 29
octobre dernier ainsi que des documents suivants:

1o- Une double copie de l'entente collective
de "The Canadian Fairbanks-Morse Company Limited";

2o- Une copie de l'entente collective de
"Duval Motor Limited".

Votre tout dévoué,

Le Secrétaire,

P.E. Bernier, LL.L.

LO.

P. E. Bernier
par R. R.

47-48
S. 480

Québec, le 29 octobre 1947.

Monsieur Rosaire Rhéaume,
Commission de Relations ouvrières,
286, rue St-Joseph,
Québec.

Cher monsieur,

Pour faire suite à notre conversation téléphonique, je vous transmets, sous pli séparé:

1o- Une double copie de l'entente collective de "The Canadian Fairbanks-Morse Company Limited";

2o- Une copie de l'entente collective de "Duval Motor, Limited".

Sincèrement à vous,

Régistrare des conventions collectives.

L. J. Vallée
G.



117-118
S. 480

MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 25 août 1947.

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

Sujet: Conv. coll. entre The Canadian
Fairbanks-Morse Company Limited and l'Union Catholique
des Métallurgistes, Local No 1, Inc.

Monsieur,

Je vous inclus une copie de cette convention conclue
sous la Loi des Syndicats Professionnels, (S.R.Q., 1941, chapitre 162
et amendements), datée du 1er avril 1947 et déposée au ministère du
Travail sous le numéro 480.

Sincèrement à vous,

Le Sous-ministre

E-15



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 25 août 1947.

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

Sujet: Convention collective entre The Canadian Fairbanks-
Morse Company Limited and l'Union Canadienne des Métallur-
gistes, Local no 1, Inc.

Monsieur,

Conformément aux prescriptions du deuxième paragraphe de l'article 19-A de la Loi des Relations ouvrières (S.R.Q. chapitre 162-A et amendements), je vous inclus, pour dépôt, deux copies certifiées de cette convention datée du 1er avril 1947 et déposée au ministère du Travail le 26 juin 1947 sous le numéro⁴³⁰ en exécution de la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements).

Sincèrement à vous,

Le sous-ministre



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 21 juillet 1947.

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

Sujet: Convention collective entre The Canadian Fairbanks-Morse
Co. Ltd. et l'Union Canadienne des Métallurgistes, Local no 1,
Inc.

Je vous inclus une copie du certificat constatant le dépôt
de cette convention collective enregistrée au ministère du Travail
en exécution de la Loi des Syndicats professionnels (S.R.Q., 1941,
chapitre 162 et amendements), le 26 juillet 1947 sous le numéro
480.

Sincèrement à vous,

Le sous-ministre

MC.
incl.



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, July 21st, 1947.

Mr. R. Bassett, Manager,
The Canadian Fairbanks-Morse Company Limited,
980, St. Antoine Street,
Montreal.

Dear Sir:-

Enclosed please find a certificate of the deposit made with the Department of Labour on ~~June~~ **June 26th, 1947** under Number **480** of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between **The Canadian Fairbanks-Morse Company Limited and l'Union Canadienne des Métallurgistes, Local no 1, Inc.**

The labour association party to the above mentioned agreement having been certified on ~~June~~ **June 19th, 1946** as bargaining agent by the Quebec Labour Relations Board, the deposit of such agreement with the Department of Labour has also the effect of the deposit contemplated in the Labour Relations Act (R.S.Q., 1941, Chapter 162-A and amendments).

Sincerely yours,

MC.
encl.

Deputy Minister.



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 21 juillet 1947.

M. Paul Emile Marquette,
Président et Directeur d'Organisation,
L'Association ouvrière canadienne, Inc.,
3439, rue St-Denis,
Montréal 18, P.Q.

Cher monsieur,

Je vous inclus un certificat constatant le dépôt fait au ministère du Travail, le **26 juin, 1947,** sous le numéro **480**, de la convention collective conclue sous la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements) et intervenue entre **The Canadian Fairbanks-Morse Company Limited et l'Union Canadienne des Métallurgistes, Local no 1, Inc.**

juin, 1946, La partie ouvrière ayant été reconnue le **19** comme agent négociateur par la Commission de Relations ouvrières de Québec, le dépôt de cette convention au ministère du Travail a aussi les effets du dépôt exigé par la Loi des Relations ouvrières (S.R.Q., 1941, chapitre 162-A et amendements).

Veillez agréer l'expression de mes meilleurs sentiments.

Le Sous-ministre

MC.
incl.



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

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

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

Numéro **480**
Number

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

vingt-huitième

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

sept
mil neuf cent quarante-
nineteen hundred and forty-

le ministère du Travail a reçu de
the Department of Labour has received from

La Commission de Relations ouvrières,

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

480

savoir :
to wit :

Une convention collective en date du **1er avril 1947**
A collective agreement under date of

intervenue entre : **The Canadian Fairbanks-Morse Company Limited and L'Union Canadienne
des Métallurgistes, Local no 1, Inc. En vigueur à compter du 1er avril
1947 jusqu'au 31 mars 1948, à midi. Renouvellement automatique.**

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

Scéau - Seal

ce **vingt-et-unième** jour du mois de
this **juillet** **sept**
mil neuf cent quarante-
nineteen hundred and forty-

NC.

.....
Sous-ministre

.....
Deputy Minister

CONVENTIONS COLLECTIVES

VISA DE	Date	Par
Métallurgie	✓	
Chemistes	✓	
Coopération	146	
Reconnaissance	19-6-46	
Numérotage	480	
Québec, le 27 juin, 1947.		
Formule		

g. a.

Monsieur Paul Emile Marquette,
Président et Directeur d'Organisation,
L'Association Ouvrière Canadienne, Inc.
3439 rue Saint-Denis,
Montréal 18, P.Q.

Reçu 26-6-47

Re:- The Canadian Fairbanks-Morse Company Limited,
&
L'Union Canadienne des Métallurgistes Loc. 2 Inc.

Cher monsieur,

L'article 23 de la Loi des Syndicats Professionnels en vertu de laquelle le syndicat ci-haut mentionné semble incorporé, exige que toute convention collective que vous signez soit déposée au bureau du ministre du travail par l'une des parties signataires.

Or l'article 19-A de la Loi des Relations Ouvrières expose clairement que ce dépôt vous dispense de nous en transmettre deux exemplaires ou deux copies certifiées, tel que prévu à l'article 19.

Aussi avons-nous donc transmis au ministère du Travail, les conventions collectives de travail que vous nous avez fait parvenir avec votre lettre du 25 juin concernant l'affaire ci-dessus mentionnée.

Votre tout dévoué,

Secrétaire-adjoint.

L'ASSOCIATION OUVRIERE CANADIENNE, INC.

3439 rue Saint-Denis, Montréal 18, P.Q.

le 25 juin, 1947.

Monsieur Paul Emile Bernier,
Secrétaire,
Commission de Relations Ouvrières
de la Province de Québec,
286 rue Saint-Joseph,
QUEBEC.

Cher monsieur,

Conformément à l'article 19 de la Loi des Relations
Ouvrières de la Province de Québec, veuillez trouver ci-inclus deux
copies de la convention de travail signée entre The Canadian Fairbanks-
Morse Company Limited, Sherbrooke, et l'Union Canadienne des Métallur-
gistes, Local No. 1, Inc., le 20 juin 1947.

Bien à vous,

Paul Emile Marquette,
Président et Directeur d'Organisation.

PEM/YM

Annexes 2.

THIS AGREEMENT by and between:

THE CANADIAN FAIRBANKS-MORSE COMPANY LIMITED,
(hereinafter called "the Company"),

OF THE FIRST PART.

- and -

L'UNION CANADIENNE DES METALLURGISTES,
LOCAL NO. 2, INC., (hereinafter called "the
Union", acting on its own behalf and as agent
for the employees of the Company as herein defined,

OF THE SECOND PART.

WITNESSETH:

WHEREAS the parties have formulated this Agreement in order to promote and maintain a peaceful and harmonious relationship between the Company and such of its present and future employees as are or may become subject to the provisions hereof and to set forth the conditions of employment to be observed by the parties and such employees;

NOW THEREFORE THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. DEFINITIONS

In this Agreement:

(a) the term "plant" means the Company's factory at Sherbrooke, Quebec.

(b) the term "employee" means any person now or hereafter employed by the Company on an hourly wage basis at the plant except office workers and foremen.

(c) the term "grievance" means a difference arising between one or more employees and the Company as to the meaning or application of any provision of this agreement.

2. RECOGNITION

(a) The Company recognizes the Union as the sole and exclusive bargaining agency for the employees with respect to wages, working hours and other conditions of employment.

(2)

(b) The Company shall not discriminate against, interfere with, restrain or coerce any employee because of membership in the Union.

(c) The Union shall not intimidate or coerce any person into membership in the Union, and shall not solicit such membership, hold meetings, or carry on other Union activities on the Company's time or property, except as herein expressly provided for in respect of negotiations with the Company.

(d) Any person employed by the Company contravening any provision of this clause shall be subject to disciplinary action by the Company.

3.

MANAGEMENT

(a) The management and direction of the working forces of the Company, including the rights to hire, promote, demote, transfer, suspend or discharge any employee, or to relieve any employee from duty for lack of work or other legitimate reason, shall remain vested exclusively in the Company.

(b) The Union and the employees shall co-operate with the Company on matters of safety rules, production, workmanship, elimination of inefficiencies, regularity of attendance, punctuality and suggestions for improved processes and production standards.

4.

UNION FEES AND DUES

(a) No representative or member of the Union shall solicit, collect or accept payment of Union fees or dues on Company time.

(b) When authorized and requested in writing by any employee the Company shall deduct from his wages a Union initiation fee of \$2.00 and monthly Union dues of \$1.00 and shall remit to the Secretary of the Union once each month by cheque the total of all amounts so deducted. Every such authorization and request shall automatically expire on the 31st day of March following the date on which it was originally given and unless renewed in writing thereafter shall be without further effect.

5.

GRIEVANCE PROCEDURE

(a) The Union shall establish a Grievance Committee consisting of not more than three (3) employees and shall promptly notify the Company in writing of the personnel of such committee and of any changes therein.

(b) All grievances except those originating from dismissal or lay-off shall be settled in the following manner:

Step 1. By discussion with the foreman concerned. If only one employee is affected he may present the grievance personally, or through a member of the Grievance Committee. A

(3)

grievance affecting more than one employee shall be presented by a member of the Grievance Committee.

Step 2. If the grievance is not settled under Step 1 within three (3) working days, a written statement thereof shall be submitted by a member of the Grievance Committee to the Superintendent of the department involved and be discussed between them.

Step 3. If the grievance is not settled under Step 2 within three (3) working days it shall be submitted by the Grievance Committee to the Manager of the Company's plant at their next regular meeting or at a special meeting convened as hereinafter provided for.

Step 4. If the grievance is not settled under Step 3 within five (5) working days of the holding of the meeting between the Grievance Committee and the Manager of the Company's plant it shall be discussed as soon as conveniently possible at a meeting between representatives designated by the Company and representatives of The Canadian Workers Association with the Grievance Committee.

Step 5. If the grievance is not settled under Step 4 it shall be referred to a Board of Arbitration composed of one member appointed by the Company, one by the Union and a chairman selected by the members appointed by the parties. If the members appointed by the parties fail to agree upon a chairman the parties shall accept as chairman such person as the Minister of Labour of the Province of Quebec may appoint. The authority of each Board of Arbitration shall be limited to the rendering of decisions on the specific grievance referred to it and no Board of Arbitration shall have authority to change or modify in any respect the terms of this agreement. The charges and expenses of the chairman of each Board of Arbitration shall be divided equally between the Company and the Union, each of which shall defray the charges and expenses of the member appointed by it.

(c) A grievance originating from the dismissal or lay-off of an employee shall be in the first instance referred in writing to the Manager of the Company's plant by the employee concerned, or, if he so chooses, by the Grievance Committee, within five (5) working days from the date of dismissal or lay-off. If the grievance is not settled within three (3) working days from the date when it is so referred to the Manager of the Company's plant it shall be dealt with under Step 4, and, if necessary, under Step 5 of the Grievance Procedure provided in Section (b) of this Clause. Should it be determined through the grievance procedure that the dismissal or lay-off of an employee was not justified, such employee shall be re-instated to his former job without loss of pay or seniority. The dismissal or lay-off of an employee who is not entitled to a seniority rating under Clause 10 shall be entirely in the discretion of the Company and shall not be made the subject of a grievance.

(4)

(d) A written memorandum of the terms of every settlement made under Steps 2, 3 or 4 of the Grievance Procedure provided in Section (b) of this Clause shall be signed by a representative of the Company and a representative of the Union. Every memorandum of settlement so signed and every decision of the majority of a Board of Arbitration under Step 5 of the Grievance Procedure shall be final and binding on the Company, the Union and the employee or employees concerned.

(e) Regular meetings between the Manager of the Company's plant and the Grievance Committee shall be mutually arranged to take place not more than once every calendar month. Between regular meetings one special meeting for presentation of any grievance which cannot reasonably be delayed may be requested in writing by the Union and such meeting shall be held within three (3) working days of the request. Regular meetings shall be convened during working hours but may be adjourned to or continued after working hours when necessary and special meetings shall be held outside working hours.

(f) The Company shall not be bound to consider any grievance unless it is presented in accordance with the procedure outlined in this Clause.

5.

CONTINUITY OF OPERATIONS

During the continuance of this agreement there shall be no strike of any kind, stoppage of work, slow-down, interference with or interruption of the operations of the plant either by the Union or by the employees and there shall be no lock-out by the Company. The closing of the plant or the cessation of its operations in whole or in part during any vacation period or as the result of fire, breakdown, power failure or any other cause beyond the control of the Company shall not constitute a lock-out on its part for the purpose of this Clause. Any employee contravening the provisions of this Clause shall be subject to summary dismissal, without prejudice to any other rights which the Company may have against him in the premises.

7.

WORKING CONDITIONS

(a) Any employee may be required to work at the applicable straight time wage rate up to forty-eight (48) hours per week but not more than ten (10) hours in any day, Monday to Friday inclusively or five (5) hours on Saturday.

(b) The Company shall observe New Year's Day, Good Friday, St. Jean Baptiste Day, Dominion Day, Labour Day, Thanksgiving Day, Christmas Day, and all Sundays, as legal holidays without pay for all employees, and such days shall be considered as the twenty-four (24) hours from midnight to midnight.

(c) The Company shall pay overtime

(i) At the rate of time and one-half the regular rate of the employee for all time worked in excess of the straight time working hours per week or per day stipulated in Section (a) of this Clause, and

(5)

- (11) At the rate of double the regular rate of the employee for all time worked on Sundays and the legal holidays stipulated in Section (b) of this Clause;

provided that the Company shall not be bound to pay overtime compensation to any employee more than once in respect of the same hours of work.

(d) The Company shall pay to all employees working on night shift a premium of five cents (5¢) per hour over and above their regular day rate and such premium shall be considered part of the regular rate for the purpose of calculating overtime compensation.

(e) Any employee reporting for work in the ordinary course without having been notified on the preceding working day not to report and for whom the Company is unable to provide work shall (unless caused by Power Shut-Off, Strikes, Floods and/or Fire) be paid four (4) hours at such employee's regular rate. If requested by the Company such employee shall perform a minimum of four (4) hours of such available work as may be assigned to him and which he is capable of performing and for which he is properly equipped. The provisions of this Clause shall not apply to employees absent on the preceding working day.

(f) An employee transferred to a job with a different rate of pay shall be entitled to the rate for the new job. An employee temporarily assigned to a job with a different rate of pay shall be entitled to his regular rate.

(g) The Company shall continue to make provisions for the safety and health of its employees in the plant and provide sufficient and sanitary washrooms, lockers and other health and safety facilities. Where special clothing or protective devices are required by law for the protection of employees the Company shall supply the same without charge to the employee.

(h) The Company shall blow the whistle five (5) minutes before the regular quitting time for each shift to permit the employees to gather their tools, wash up and change clothes. The employees shall also be given a rest period of ten (10) minutes during each half of every shift of eight (8) hours or longer and one (1) such period during every shift of less than eight (8) hours. Any employee quitting work before the whistle shall be subject to disciplinary action and on repeating such offence shall be subject to summary discharge.

(i) All employees shall be paid on the Company's time and under cover.

(j) The Company shall, where possible, distribute overtime equally among all employees normally performing the work in respect of which overtime is required.

(k) No employee, including any Union Steward or member of the Grievance Committee, shall leave his work for Union business or negotiation under this agreement without having first obtained permission to do so from his foreman.

8.

VACATIONS WITH PAY

(a) Vacations with pay shall be granted by the Company in accordance with Quebec Minimum Wage Commission Ordinance No. 3 Revised, or pursuant to any statute, regulation or ordinance amending the same, or substituted therefor during the term of this agreement.

(b) Employees shall take their vacations at such times as may be designated by the Company within the period from July 1st to August 31st in each year.

(c) The Company may declare a general vacation period between July 1st and August 31st in any year and designate such period as the time during which all employees other than those required for plant maintenance purposes shall take the vacations which they have earned. Should the Company decide to close the entire plant or any portion of it during the whole or any part of such general vacation period employees thereby affected who are not entitled to vacations equal to such period may be given leave of absence without pay for such period or any part thereof which their vacations do not cover.

(d) The Company shall give notice of not less than one (1) month of the time at which vacations shall be taken.

9.

UNION NOTICES

The Company shall provide three (3) notice boards on Company property, upon which the Union and the employees shall be entitled to post only such notices as shall have been previously submitted to and approved by the Manager of the plant or his designated representative/

10.

SENIORITY

(a) The Company shall in all cases of promotion, increase or decrease of employees, consider length of service, experience, ability, physical fitness, and efficiency, and when all other factors are relatively equal, length of service shall govern. No employee shall be entitled to seniority rating until such employee has completed two (2) months service with the Company. Seniority acquired shall terminate and be forfeited by any employee who:

(i) voluntarily leaves the service of the Company;

(ii) is discharged by the Company;

(iii) shall have been absent from the service of the Company for any reason whatever for a period of more than three (3) months where such employee has been immediately theretofore consecutively employed by the Company for one (1) year and not over two (2) years;

(7)

(iv) shall have been absent from the service of the Company for any reason whatever for a period of more than six (6) months where such employee has been immediately theretofore consecutively employed by the Company for two (2) years and not over three (3) years;

(v) shall have been absent from the service of the Company for any reason whatever for a period of more than nine (9) months where such employee has been immediately theretofore consecutively employed by the Company for three (3) years and not over five (5) years;

(vi) shall have been absent from the service of the Company for any reason whatever for a period of more than one (1) year where such employee has been immediately theretofore consecutively employed by the Company for five (5) years or over.

(b) Absence for which special permission or leave of absence has been granted will not break seniority. The period for which leave of absence has been given shall be stated at the time it is granted (but for not more than three months at any one time, unless application for a renewal of same has been made and approved). Special permission for or leave of absence must be obtained in writing before the employee leaves, or in case of accident or illness at the first available opportunity. A copy of such leave of absence shall be given to the Secretary of the Union.

11.

WAGES

(a) The Company shall adjust the wage rate of each employee on its payroll on June 7th, 1947, as follows:

(i) By increasing such rate to the equivalent of forty-eight (48) hours pay at the employee's regular rate on April 1st, 1947, for forty-five (45) hours of work. In calculating adjustments under this paragraph resulting fractions shall count as one cent.

(ii) By the addition of two (2) cents per hour to each employee's rate as adjusted under paragraph (i) of this section;

(iii) By increasing to fifty-five (55) cents per hour each employee's rate which remains at less than that amount after adjustment under paragraphs (i) and (ii) of this section;

(iv) Any employee whose wage rate has already been increased since April 1st, 1947, to an amount in excess of that which he would receive from the adjustment provided for under paragraphs (i), (ii) and (iii) of this section shall continue to receive the existing rate;

(8)

(v) The adjustments under paragraphs (i), (ii), (iii) and (iv) of this section shall be made as of June 7th, 1947, and apply to all wages payable to employees after that date;

(vi) For the period April 1st, 1947 to June 7th, 1947 each employee shall receive additional wages calculated by multiplying the number of hours worked by such employee during that period by the net increase between the rate payable to such employee on April 1st, 1947, and that payable after adjustment under paragraphs (i), (ii), (iii) and (iv) of this section;

(vii) Effective June 7th, 1947, the minimum hiring rate for qualified employees shall be fifty-five (55) cents per hour;

(viii) Effective June 7th, 1947, the minimum hiring rate for learners shall be forty-five (45) cents for the first three (3) months, increasing to fifty (50) cents for the next three (3) months. Should the Company decide to retain any learner more than six (6) months such learner shall thereafter be entitled to the minimum hiring rate of fifty-five (55) cents per hour provided for under paragraph (vii) of this section;

(ix) Effective June 7th, 1947, the minimum hiring rate for youths under twenty-one (21) years of age shall be forty (40) cents for the first three months, increasing to forty-five (45) cents for the next three (3) months. Should the Company decide to retain any youth more than six (6) months such youth shall thereafter be entitled to the minimum hiring rate of fifty-five (55) cents provided for under paragraph (vii) of this clause;

(b) If after adjustment of the wage rates of all employees under paragraphs (i), (ii), (iii) and (iv) of this section the Grievance Committee is of the opinion that the rate of any employee requires further adjustment, the Grievance Committee may refer the matter to the Manager of the Company; plant at any regular or special meeting. The decision of the Manager on any reference respecting adjustment of wages shall be final and binding on all concerned and shall not constitute a grievance for the purposes of this agreement.

(c) Should the Company determine it expedient to continue its previous practice of paying an annual bonus, such bonus shall be paid to the employees on the same basis as that granted to persons employed by it at similar or comparable hourly wage rates at its other branches throughout Canada.

12. APPRENTICES

Apprentices should be limited to one for every eight journeymen, shall not be utilized to work as helpers and not be more than eighteen years of age when hired. On completion of four years service, apprentices shall be entitled to receive a journeyman's rate.

13. COMPANY'S RULES AND REGULATIONS

The Company may prescribe from time to time rules and regulations not inconsistent with the provisions of this agreement governing the conduct of its employees. Any employee contravening or refusing to conform to any rules or regulations prescribed by the Company shall be subject to discharge. The Company shall furnish a copy of any such rules and regulations to the Secretary of the Union before posting the same on the notice boards of the plant.

14. INTERPRETATION

In case of any conflict between the English and the French texts of this agreement the former shall prevail.

16. TERM OF AGREEMENT

This agreement shall remain in force and effect until Noon, March 31st, Nineteen Hundred and Forty-Eight and from year to year thereafter, unless terminated on any such anniversary date by not less than thirty (30) days nor more than sixty (60) days previous notice given in writing by either party to the other. Within the same delay either party may give like notice to the other of amendments desired to the agreement for the following year and should negotiations respecting such amendments continue beyond the expiration date all provisions of this agreement not affected by such amendments shall remain in effect for the following year.

IN WITNESS WHEREOF the Parties have executed these presents as of April 1st, Nineteen Hundred and Forty-Seven.

THE CANADIAN FAIRBANKS-MORSE COMPANY LIMITED

By [Signature] Manager.
Of the First Part

L'UNION CANADIENNE DES METALLURGISTES, LOCAL NO. 1, INC.

By [Signature] President.

By.....

Approved:
CANADIAN WORKERS ASSOCIATION INC.

By [Signature] President.