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LABOUR AGREEMENT

A.A. 225

BETWEEN:

THE WHITE MOTOR COMPANY OF CANADA LIMITED

a body politic and corporate, duly incorporated according to the Laws of the Dominion of Canada, and having its head office and principal place of business at the City and District of Montreal, in the Province of Québec, hereinafter referred to as "the Company"

PARTY OF THE FIRST PART

AND:

THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW-CIO) CCL, LOCAL 698
hereinafter referred to as "the Union"

PARTY OF THE SECOND PART

WITNESSETH:

The parties to these present and the employees covered by this Agreement agree mutually as follows:

ARTICLE 1. PURPOSES OF AGREEMENT

The intentions and purposes of the parties to this Agreement are to promote and improve industrial and economic relations between the employees and the Company, to provide for orderly collective bargaining and to set forth herein the basic agreement covering the rates of pay, wages, hours of work and conditions of employment to be observed between the parties hereto.

It is recognized by this Agreement to be the duty of the Company and of its employees to cooperate fully, individually and collectively for the advancement of the said intentions and purposes.

Any provision of this Agreement which would or might come into conflict with the present or future provisions of Federal or Provincial laws, Orders-in-Council or Decrees of all Government bodies having jurisdiction in such matters, shall automatically be and become null and void.

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Article 2.

RECOGNITION

The Company recognizes the Union for the term and for the purposes of the present Agreement as the sole collective bargaining agency for the purpose of bargaining collectively for all Company employees within the scope of this Agreement. The employees so represented by the Union constitute the bargaining unit and the provisions of this Agreement shall ^{apply} only to the employees in the said bargaining unit.

ARTICLE 3.

EMPLOYEES COVERED

The term "employees", as used in this Agreement, shall include all hourly paid employees of the Company engaged in production and maintenance in its Montreal plants but shall not include Department Heads, Foremen and others having the power to hire, suspend or dismiss employees, plant protection employees, salaried employees, office employees, and all those engaged in a confidential capacity.

The Company will negotiate at all times during the term of present Agreement, in the matter herein provided, with the accredited representatives of the Union for the purpose of determining any disputes which arise after the execution ^{may} herefor as to wages of work, working conditions or other questions affecting employees falling within the scope of the present Agreement.

ARTICLE 4.

MANAGEMENT

The Union recognizes the right of the Company to hire, promote, transfer, direct, suspend, or otherwise discipline any employee, subject to the right of the employee concerned to lodge a grievance in the manner and the extent herein provided. Nothing in this Agreement shall be interpreted as limiting the Company in any way in the exercise of the regular customary functions of management.

ARTICLE 5.

REPRESENTATION

(a) The Union may appoint, and the Company shall recognize a Plant Committee composed of three members, all of whom must be members of the Union in good standing and employees of the Company.

The Company agrees to give the additional representation to the extent of one extra Committeeman for each additional one hundred employees it may hire over two hundred employees. The Union agrees to notify Company in writing of the name of the members of the Committee who will be appointed or elected in the various Department.

(b) The Union shall have the right to have either the Regional Director of the UAW-CIO, having jurisdiction or an International Representative of the UAW-CIO, present at any meeting between the Plant Committee and Management above the level of Service Manager of the Montreal Branch and above the level of General Superintendent of the Manufacturing Division.

(c) It is understood and agreed that Committeeman, as well as other employees, have regular duties to perform. Committeemen, with the approval of Foremen or, in the absence of Foremen, the Assistant Foremen of Departments where they are respectively employed, shall be permitted, during working hours, without loss of time or ~~extra~~ pay, to leave their regular duties for reasonable length of time to adjust and present grievances, subject to a maximum absence from their regular duties of two hours within the hours comprising the working day, and the further limitation on such time of three hours in any two consecutive working days in one calendar week.

ARTICLE 6.

GRIEVANCE PROCEDURE

Within the term of this Agreement, a grievance shall be defined as a difference or dispute arising between the employee and the Company with respect to rates of pay or wages, hours of employment or other conditions of employment,

Grievances shall be investigated and settled during working hours.

Any employees having a grievance may first present the same to his Department Foreman, either orally or in writing, and either alone or in company with a Union Committeemen, within two working days of the commission of the act originating the grievance. The Department Foreman must render his decision within two working days of its submission to him as aforesaid.

If the decision of the Department Foreman be not satisfactory to the employee or the Union, the grievance shall be place upon an agenda for consideration at the next conference between the representatives of Management and the Plant Committee. Such conference shall be held not later than one week after the Company has been notified that the grievance has been placed on the agenda.

If the decision of the Management is not satisfactory to the employee or the Union, an appeal therefrom may be lodged in writing with the Company through the plant Committee within three working days of the decision. Such an appeal therefrom shall be to an impartial umpire to be selected by the parties to this Agreement or, if such parties fail, to select such umpire within five working days of the receipt by the Company of the notice of appeal, then an impartial umpire selected by the Minister of Labour of the Province of Quebec. The decision of the impartial umpire shall be final and binding on both parties.

In the case of suspension or dismissal of an employee, shall the latter have the right to appeal to the General Manager. If the General Manager maintains the appeal of the employee, the latter shall be entitled to receive the wages lost during the period of suspension or dismissal, providing the case is brought up within two working days and, in the case of serious injustice, the employee, or the Union on his behalf, may avail himself of the right granted to him in Article 24, para. 2, of the Labour Relations Act.

ARTICLE 7

SENIORITY

Upon completion of employment to the extent of ninety days within any period of twelve consecutive months, an employee shall be entitled to have his name placed on the seniority list the plant.

Seniority shall be established and applied on a departmental basis by means of separate seniority lists for the following group classifications of employees:-

- (a) All employees in the Montreal Branch Service Department and the various divisions and branch therefor;
- (b) All employees in the Manufacturing Branch and in the various divisions of such branch;
- (c) All other employees, if any.

The Company will supply one copy of each seniority list to the plant Committee Chairman.

The Company shall revise the seniority list every four months.

Promotions to higher paid jobs or better jobs with equal pay shall be based upon merit, ability and seniority.

Where, in the judgment of the Company, merit and ability are relatively equal, seniority shall be the determining factor. The decision of the Company in any instance shall be final.

In all cases of lay-off ~~for lack of work~~ in the Service Department, the following factors shall be considered;

Merit
Ability
Seniority

Where, in the judgment of the Company, the other factors listed above are relatively equal, seniority shall be the determining factor. The Company's decision, in any instance, shall be final.

Upon recall after such lay-off as aforesaid, the employees will be re-hired, as far as possible, in the inverse order of lay-off.

Lay-offs exceeding seven (7) calendar days in duration, in the Manufacturing Branch, shall follow this procedure:-

(a) All probationary employees shall be laid off in the respective departments where the lay-offs occur.

(b) All probationary employees shall be laid off throughout the Manufacturing Branch.

(c) Thereafter, employees will be laid off according to seniority procedure.

(d) In case of a lay-off, exceptions in the application of the above mentioned rules may be made by mutual agreement between the Plant Committee and the Company.

Employees will be re-hired in the inverse order of lay-off. After the seniority list has been exhausted, former employees shall be given preference of work before any new employee is hired.

At the same time as notice of lay-off is given to employees, a list of the employees affected will also be given to the Plant Committee.

Seniority rights of any employee shall cease for any one of the following reasons:-

(a) If an employee voluntarily quits his employment;

(b) If an employee is discharged for cause and is not later reinstated;

(c) If an employee is absent for three working days without notifying the Personnel Department of the Company; (This clause shall not apply if the employee furnishes satisfactory reasons to the Personnel Department for such absence.)

(d) If an employee fails to return to work within seven (7) consecutive working days after notification so to do, to

(records of)
his address on the Company. (This clause shall not apply if the employee furnishes satisfactory reasons to the Personnel Department for such failure to return.)

(e) If an employee is not called upon to return to work for the Company for a period of twelve consecutive months.

In cases of lay off only, the Plant Committee shall (other) be deemed to have seniority over employees in their respective departments, as defined herein.

An employee covered by this Agreement, who is transferred to a classification not this Agreement, or a supervisory position, shall be excluded from the coverage. In the event that he is subsequently transferred back to such position, such employee shall retain his seniority in the occupation from which he was transferred and will be credited with the seniority accumulated while working outside the confines of this Agreement. He shall take his place in the Department, according to such seniority.

An employee who left the employ of the Company and, directly thereafter, served in His Majesty's Armed Forces in the war recently concluded, or in a Government Department or a Government-Supervised activity, shall, whenever applicable, upon honourable discharge from said forces or release in good standing from such government services, if physically fit, be reinstated upon receipt by the Company of the application (68) of such employee within ninety days of such discharge or termination of government service, as the case may be. Seniority, with respect to such individual, shall accumulate in his absence from the Company's employment for such purposes.

A person who has been a member of the Armed Forces of Canada, including the Merchant Marine, at any time since September 1st, 1939, upon entering the service of the Company

and subject to the conditions of the probationary period, shall be given immediate seniority equal to the length of time he served in the Forces and this constructive seniority shall be taken into account in his application for work; but this shall not entitle him, on such entrance, to displace a person then in the Company's employ, except where the former was, at the time of his becoming a member of the Forces, a resident of the City of Montreal, Quebec, and the latter was, immediately before his employment by the Company, a non-resident of that City. To obtain the benefit of this clause, the person applying shall do so within one year from his discharge from the Forces and shall, at such time, present his discharge papers. There shall be attached to such a certificate by the Company showing the date when he was taken into the Company's service.

1. Subject to the provisions of Government regulations, or in case of war, an employee who leaves the employment of the Company and directly enlists in, and serves with, the Armed Forces of Canada, shall, upon honourable discharge, be reinstated upon receipt by the Company of application of such employee, within ninety (90) days of such discharge, for re-employment with the Company.

2. Seniority with respect to such individual shall accumulate during his absence from the Company's employment for such purpose.

3. It is further agreed that any advantages he would have enjoyed, had he not left the employment of the Company for such purpose shall likewise accrue to such individual.

None of the terms of this Clause shall apply where an employee, after discharge, has obtained employment with another employer and, after resigning or being discharged, then applies for employment with the Company, under Sections 1, 2, 3, of this Clause.

ARTICLE 8.

NO DISCRIMINATION

The Company agrees that it will not discriminate in the hiring of employees or in their training, up-grading, promotion, transfer, lay-off, discipline, discharge, or otherwise because of race, creed, colour, national origin, marital status or dependents of the employee.

The Union agrees that it will not discriminate against, coerce, restrain or influence any employee because of his membership or non-membership, his activity or his lack of activity in any labour organization.

ARTICLE 9.

LEAVE OF ABSENCE

(a) An employee desiring leave of absence shall make application in writing to the Personnel Department of the Company and the employee shall be notified as to the disposition of such application and a record kept by the said Personnel Department. The Company's decision shall be final with applications and, if granted, seniority shall accumulate during the period of ^(such) leave of absence.

(b) Delegation for Union business for the purpose of attending Union Conventions shall be considered a good cause for leave of absence in the case of two employees on not more than two occasions in any year, and for periods of time not to exceed ten working days on each occasion; and also in the case of those employees attending meetings of the Canadian District Councils of the UAW-CIO, on not more than four occasions in any year. Such meetings shall not entail leave of absence exceeding one and one-half working days.

ARTICLE 10.

WAGES

It is agreed that, beginning March 19th 1951, all employees governed by this Agreement will receive a five (5) cent per hour increase in wages. This increase to be applied to all existing wage rates.

It is further agreed that either party to the Agreement may open negotiations with the other on the matter of wages, by giving to the other fifteen (15) days' notice of its desire to do so. However, it is agreed that no notice shall be given for a period of six (6) months from the signing date of this Agreement and then only if the Dominion Bureau of Statistics's Cost of Living Index figure has increased for the City of Montreal over the figure 181 or for a period of six (6) months after putting into effect any further change in wage rates, at any time, during the life of this Agreement.

If wage negotiations are required, as governed by and within the limitations of the above section of this Clause, the following formula will be used:-

(a) If the Dominion Bureau of Statistics's Cost of Living Index figure exceeds 181, the Company will, at the request of the Union, allow one (1) cent increase in wages for each full point increase, but not any fraction thereof, in the Cost of Living Index, or

(b) If the Dominion Bureau of Statistics' Cost of Living Index figure decreases, the Company will have the right to decrease wages one (1) cent for each full decrease, but not any fraction thereof, in the Cost of Living Index, however, decreases by the Company shall not be affected while the Index figure remains at 181 or drops below the figure 181.

(c) The basis for this computation will be the published Dominion Bureau of Statistics' Cost of Living Index figure at that time.

ARTICLE 11.

HOURS OF WORK, OVERTIME
AND PREMIUM COMPENSATION

- 1.
1. The hours of work in the MANUFACTURING BRANCH SHALL

be as follows:

(a) In the event of One Shift Operation:

Monday and Friday	8 a.m. to 12.30 p.m. 1 p.m. to 5.00 p.m.
Tuesday, Wednesday and Thursday	8 a.m. to 12.30 p.m. 1 p.m. to 5.30 p.m.
Saturday	8.00 a.m. to 12.00 noon

(b) In the event of Two Shift Operations:

1. DAY SHIFT

Monday through Friday	8 a.m. to 12.30 p.m. 1 p.m. to 6.00 p.m.
Saturday	8 a.m. to 12.30 p.m.

ii. NIGHT SHIFT- 5 nights only

Monday through Friday	6 p.m. to 11.00 p.m. 12 a.m. to 6.00 a.m.
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All hours of work in excess of forty eight hours per weeks shall be remunerated at the rate of time and one half.

2. The hours of work in the MONTREAL BRANCH SERVICE DEPARTMENT shall be as follows:

(a) In the event of Two Shift Operations:

1. DAY SHIFT

Monday through Friday	8 a.m. to 12 noon 1 p.m. to 6 p.m.
Saturday	8 a.m. to 12 noon

ii. NIGHT SHIFT

Monday through Friday	Nine hour shifts distributed between 6 p.m. and 6 a.m.
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(b) In the event of Three Shift Operations:

Monday through Saturday

DAY SHIFT	8 a.m. to 5 p.m.
SECOND SHIFT	4 p.m. to 10 p.m.
THIRD SHIFT	10 p.m. to 7 a.m.

One hour off each shift for lunch - not paid

Overtime and extra time will be evenly distributed among those normally performing the work to be done, as far as it is reasonably possible.

An employee reporting for work, but for whom no work is available in his regular occupation, will be paid four hours' time at his regular rate, or will be four hours' work in another occupation at his regular hourly rate, unless previously notified not to so report.

With both the Manufacturing Branch and the Montreal Branch Service Department, the Company reserves the right to change or alter these hours of work, at any time. The Company undertakes to give to the Union seven days' notice of any such change or alteration.

The regular working hours in any week in which a legal holiday occurs (except when such holiday occurs upon a Sunday) will be forty and when such legal holiday occurs upon a Saturday, shall be forty-four. Time-and-one-half shall be paid for all time worked in excess of the said forty or forty-four hours respectively.

ARTICLE 12.

DEDUCTION OF UNION DUES

Any member of the Union who wishes the Company to deduct his Union Dues and pay them to the Union on his behalf, may so advise the Company, in writing, on any week day, Monday to Friday included, within regular office hours and, upon written request of each member employee, the Company agrees to deduct such Union Dues from such member employee once each month and to send this money to the Secretary of the Union. The written request shall be in the following form:

"I, the undersigned, request and
"authorize my employer to deduct from
"my first pay, at the beginning of each
"month, the sum of One Dollar and fifty
"Cents (\$1.50) and to remit same to the
"Financial Secretary, Local 698, The
"International Union, United Automobile,
"Aircraft and Agricultural Implement
"Workers of America (UAW-CIO) CCL.,
"such deduction shall continue until
"the expiry of the present Agreement
"unless and until I give notice to you,

"in writing, cancelling this authorization
"such notice shall only be valid during
"the last sixty(60) days of the period
"of this Agreement, which will be from
"January 19th 1952 to March 19th 1952
"inclusive.

The cancellation request shall be in the following
form:

" I hereby revoke the order given
"by me to my employer on the date of
" to deduct my Union
"Dues and to remit the same to the Financial
"Secretary of Local Union 698, the
"International Union, United Automobile,
"Aircraft and Agricultural Implement
"Workers of America (UAW-CIO) CCL3,

Employee

Shop Committeeman

Personnel Manager

"The receipt of the Financial Se-

"cretary, Local 698, the International
"Union, United Automobile, Aircraft and
"Agricultural Implement Workers of Ame-
"rica, (UAW-CIO) CCL., shall constitute
"a full receipt, release and discharge
"from my earnings, as authorized and
"directed herein.

ARTICLE 13.

VACATIONS

During the term of this Agreement, the Company will grant vacations with pay to all employees thereto entitled pursuant to the provisions of the Laws, Orders-in-Council or Decrees of Government bodies, having jurisdiction in such matters and subject to compliance therewith, the time of such vacations shall be scheduled at the discretion of the Company.

ARTICLE 14.

BULLETIN BOARD

A bulletin board will be provided by the Company for

the use of the Union for posting notices thereon, which must first be approved by the Company.

ARTICLE 15. INJURY ALLOWANCE

An employee injured on the job shall be paid for the balance of this shift and if, as a result of such injury, the employee is sent home or to an outside hospital, transportation will be supplied by the Company,

ARTICLE 16. HEALTH AND SAFETY

The Company will make all reasonable provision for the safety and health of the Company's employees during the hours of their employment. Adequate protective devices, wearing apparel and other equipment necessary to protect properly employees from injury shall be provided by the Company and the Union will cooperate with the Company in seeing that such protective devices,

ARTICLE 17. NO STRIKES:::NO LOCKOUTS

In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there shall be no strikes, sitdown,^x or stoppage of work, (x slowdown) either complete or partial, and the Company agrees that there shall be no lockout.

The Company shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, stoppage, sitdown or slowdown.

ARTICLE 18. CESSATION OF OPERATIONS
PROTECTION OF PLANT

In the event of cessation of operation due to any cause whatever, it is specifically agreed that the Company's property will be protected by the continuance at work of all mechanics and electricians looking after fire protection equipment, storemen, watchmen, firemen and office staff, all of whom shall be designated by the Company. It is moreover agreed, in the event

last mentioned, that there shall likewise be no interference with any of the other employees of the Company who are designated herein as part of the management of the Company.

The Company shall, within thirty (30) days after the signing of this Agreement, supply the Union with a list of the above designated employees,

ARTICLE 19.

HOLIDAYS

Double time will be paid for all work performed on Sunday and the following holidays :-

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

The Company agrees to grant to its employees three (3) paid holidays, without work, to wit: -

New Year's Day
Christmas Day
The Sunday between Christmas Day and New Year's Day

and to pay double time for work performed on these above mentioned holidays.

ARTICLE 20.

MEDICAL EXAMINATION

In the interest, both of the Company and its employees, present and future, it is hereby agreed that, as from the coming into force of the present Agreement, all present employees covered by the said Agreement, and all persons seeking employment with the Company in the future, shall, as and when so required by the Company, undergo medical examination by the Company's Medical Doctor, whose certificate of good health shall be a condition required for the continuation of, or precedent to, employment by the Company, as the case may be.

ARTICLE 21.

MEETINGS

There shall be a Meeting of the Company's ~~representatives~~ representatives and the Union's Plant Committee at the Plant Office on the first Monday in each month at 10.30 a.m. for the purpose of

discussing matters of mutual interest within the scope of the present Agreement.

It is understood that the Company may bring forward, at any Meeting so held with the Plant Committee, any complaints which it may have with respect to the conduct of the Union, its officers or the Plant Committeemen.

ARTICLE 22.

GENERAL

An hourly paid employee, called back to work after his regular working hours, having left the premises, will be paid his normal travelling expenses and a minimum of four hours' pay at his regular overtime rate.

The Chairman of the Plant Committee shall be allowed to consult with the members of such Committee on any grievance and, upon receipt of permission, have access to all parts of the plant to investigate grievances.

The Chairman and Members of the Shop Committee shall not, so long as such ~~employees~~ ^{employees} retain office, be required (x said) by the Company to work on any shift, the regular time of which is later than six (6) p.m.

ARTICLE 23.

UNIFORMS

In cases where employees are required by the Company to wear a uniform or overalls, such uniform or overalls shall be supplied free by the Company. Uniforms and overalls must be kept clean and in good condition, in accordance with the standards required by the Company which will pay one half of the cost of laundry and repair charges required in the circumstances.

ARTICLE 24.

DURATION OF AGREEMENT

The contracting parties agree to abide by the terms of this Agreement for a period of one ^{year} and from year to year thereafter, unless either one of the signatory parties, desiring a change or cancellation of this Agreement, gives sixty (60) days'

notice, in writing, to the other party, prior to the expiration date of the Agreement.

It notice of desire to terminate or to amend shall be given. as above, negotiations for the new or amended Agreement shall begin not later than sixty (60) days prior to the expiration of the current yearly period and shall continue until an Agreement has been reached and, during such negotiations, this Agreement shall remain in full force and effect, provided however that, if negotiations continue beyond the termination of the annual period, such negotiations shall continue as mutually agreed upon.

IN WITNES WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized representatives on this 19th day of March 1951

THE WHITE MOTOR COMPANY OF CANADA LIMITED

Per..... Unreadable signature
Works Manager

Per... Unreadable signature
General Service Manager

PARTY OF THE FIRST PART

THE INTERNATIONAL UNION, UNITED AUTOMOBILE,
AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA (UAW-CIO) CCL. LOCAL 698

Per..... Unreadable signature
Committee

Per..... Unreadable signature
Committee

Per.....
Committee

PARTY OF THE SECOND PART

THE INTERNATIONAL UNION, UNITED AUTOMOBILE,
AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA (UAW-CIO)

Per..... Unreadable signature
International Representative

LABOUR AGREEMENT

BETWEEN:

WHITE MOTOR COMPANY OF CANADA LIMITED
a body politic and corporate, duly
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its head office and principal place
of business at the City and District
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"The Company".

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for orderly collective bargaining and to set forth herein the
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and conditions of employment to be observed between the parties
hereto.

It is recognized by this Agreement to be the duty
of the Company and of its employees to cooperate fully, indiv-
dually and collectively for the advancement of the said inten-
tions and purposes.

Any provision of this Agreement which would or
night come into conflict with the present or future provisions
of Federal or Provincial laws, Orders-in-Council or Decrees of
all Government bodies having jurisdiction in such matters, shall
automatically be and become null and void.

19/2159

ARTICLE 2.

RECOGNITION

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The Company will negotiate at all times during the term of the present Agreement, in the manner herein provided, with the accredited representatives of the Union for the purpose of determining any dispute which may arise after the execution hereof as to wages, hours of work, working conditions or other questions affecting employees falling within the scope of the present Agreement.

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(b) The Union shall have the right to have either the Regional Director of the UAW-CIO, having jurisdiction or an International Representative of the UAW-CIO, present at any meeting between the Plant Committee and Management above the level of Service Manager of the Montreal Branch, and above the level of General Superintendent of the Manufacturing Division.

(c) It is understood and agreed that Committeemen, as well as other employees, have regular duties to perform. Committeeman, with the approval of Foremen or, in the absence of Foremen, the Assistant Foremen of the Departments where they are respectively employed, shall be permitted, during working hours, without loss of time of pay, to leave their regular duties for a reasonable length of time to adjust and present grievances, subject to a maximum absence from their regular duties of two hours within the hours comprising the working day and the further limitation on such time of three hours in any two consecutive working days in any one calendar week.

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GRIEVANCE PROCEDURE

Within the term of this agreement, a grievance shall be defined as a difference or dispute arising between the employee and the Company with respect to rates of pay or wages, hours of employment or other conditions of employment.

Grievances shall be investigated and settled during working hours.

Any employee having a grievance may first present the same to his Department Foreman, either orally or in writing, and either alone or in company with a Union Committeeman, within two working days of the Commission of the act originating the grievance. The department Foremen must render his decision.

within two working days of its submission to him as aforesaid.

If the decision of the Department Foreman be not satisfactory to the employee of the Union, the grievance shall be placed upon an agenda for consideration at the next conference between the representatives of Management and the Plant Committee. Such conference shall be held not later than one week after the Company has been notified that the grievance has been placed on the agenda.

If the decision of the Management, is not satisfactory to the employee or the Union, an appeal therefrom may be lodged in writing with the Company through the Plant Committee within three working days of the decision. Such an appeal therefrom shall be to an impartial umpire to be selected by the parties to this Agreement or, if such parties fail to select such umpire within five working days of the receipt by the Company of the notice of appeal, then to an impartial umpire selected by the Minister of Labour of the Province of Quebec. The decision of the impartial umpire shall be final and binding on both parties.

In the case of suspension or dismissal of an employee, the latter shall have the right to appeal to the General Manager. If the general Manager maintains the appeal of the employee, the latter shall be entitled to receive the wages lost during the period of suspension or dismissal, providing the case is brought up within two working days and, in the case of serious injustice, the employee, or the Union on his behalf, may avail himself of the right granted to him in Article 24, para. 2, of the Labour Relations Act.

ARTICLE 7.-

SENIORITY

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Seniority shall be established and applied on a departmental basis by means of separate seniority lists for

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The Company shall revise the seniority list every four months.

Promotions to higher paid jobs or better jobs with equal pay shall be based upon merit, ability and seniority. Where, in the judgment of the Company, merit and ability are relatively equal, seniority shall be the determining factor. The decision of the Company in any instance shall be final.

In all cases of lay-off for lack of work in the Service Department, the following factors shall be considered;

Merit
Ability
Seniority

Where, in the judgment of the Company, the other factors listed above are relatively equal, seniority shall be the determining factor. The Company's decision, in any instance shall be final.

Upon recall after such lay-off as aforesaid, the employee will be re-hired, as far as possible, in the inverse order of lay-off.

Lay-offs exceeding seven (7) calendar days in duration, in the Manufacturing Branch, shall follow this procedure:-

- (a) All probationary employees shall be laid off in the respective departments where the lay-off occur.
- (b) All probationary employees shall be laid off throughout the Manufacturing Branch.
- (c) Thereafter, employees will be laid off according to seniority procedure.
- (d) In case of a lay-off, exceptions in the application of the above mentioned seniority rules may be made by mutual

agreement between the Plant Committee and the Company.

Employees will be re-hired in the inverse order of lay-off. After the seniority list has been exhausted, former employees shall be given preference of work before any new employee is hired.

At the same time as notice of lay-off is given to employees, a list of the employees affected will also be given to the Plant Committee.

Seniority rights of any employee shall cease for any one of the following reasons:-

- (a) If an employee voluntarily quits his employment
- (b) If an employee is discharged for cause and is not later reinstated;
- (c) If an employee is absent for three working days without notifying the Personnel Department of the Company (This clause shall not apply if the employee furnished satisfactory reasons to the Personnel Department for such absence).
- (d) If an employee fails to return to work within seven (7) consecutive working days after notification so to do, to his address on records of the Company. (This clause shall not apply if the employee furnished satisfactory reasons to the Personnel Department for such failure to return).
- (e) If an employee is not called upon to return to work for the Company for a period of twelve consecutive months.

In cases of lay off, only, the Plant Committee shall be deemed to have top seniority over other employees in their respective departments, as defined herein.

An employee covered by this Agreement, who is transferred to a classification not subject to this Agreement, or a supervisory position, shall be excluded from the coverage. In the event that he is subsequently transferred back to such position, such employee shall retain his seniority in the occupation from which he was transferred and will be credited with the seniority accumulated while working outside the confines of this Agreement. He shall take his place in the Department, according to such seniority.

An employee who left the employ of the Company and, directly thereafter served in His Majesty's Armed Forces in the war recently concluded, or in a Government Department or a Government supervised activity, shall, whenever practicable, upon honourable discharge from said forces or release in good standing from such government service, if physically fit, be reinstated upon receipt by the Company of the application of such employee within ninety days of such discharge or termination of government service as the case may be. Seniority, with respect to such individual, shall accumulate in his absence from the Company's employment for such purposes.

A person who has been a member of the Armed Forces of Canada, including the Merchant Marine at any time since September 1st, 1939, upon entering the service of the Company and subject to the conditions of the probationary period, shall be given immediate seniority equal to the length of time he served in the Forces and this constructive seniority shall be taken into account in his application for work, but this shall not entitle him on such entrance to displace a person then in the Company's employ, except where the former was at the time of his becoming a member of the Forces a resident of the City of Montreal, Quebec, and the latter was immediately before his employment by the Company a non-resident of that City. To obtain the benefit of this clause, the person applying shall do so within one year from his discharge from the Forces and shall, at such time, present his discharge papers, There shall be attached to such papers a certificate by the Company showing the date when he was taken into the Company's service.

ARTICLE 8.

NO DISCRIMINATION

The Company agrees that it will not discriminate in the hiring of employees of in their training, up-grading, promotion, transfer, lay-off, discipline, discharge or otherwise because of race, creed, colour, national origin marital status or dependents of the employee.

The Union agrees that it will not discriminate against, coerce, restrain or influence any employee because of his membership

or non-membership, his activity of his lack of activity in any labour organization.

ARTICLE 9.- LEAVE OF ABSENCE

(a) An employee desiring leave of absence shall make application in writing to the Personnel Department of the Company and the employee shall be notified as to the disposition of such application and a record kept by the said Personnel Department. The Company's decision shall be final with applications and, if granted, seniority shall accumulate during the period of such leave of absence.

(b) Delegation for Union business for the purpose of attending Union Conventions shall be considered a good cause for leave of absence in the case of two employees on not more than two occasions in any year, and for periods of time not to exceed ten workingdays on each occasion; and also in the case of those employees attending meetings of the Canadian District Councils of the UAW-CIO, on not more than four occasions in any year. Such meetings shall not entail leave of absence exceeding one and one half working days.

ARTICLE 10 HOURS OF WORK, OVERTIME AND PREMIUM COMPENSATION

1. The hours of work in the MANUFACTURING BRANCH shall be as follows:-

(a) In the event of One Shift Operations:

Monday and Friday	8 a.m. to 12.30 p.m. 1 p.m. to 5.00 p.m.
Tuesday ,Wednesday and Thursday	8 a.m. to 12.30 p.m. 1. p.m. to 5.30 p.m.
Saturday	8 a.m. to 12.00 noon

(b) In the event of Two Shift Operations:

i. DAY SHIFT

Monday through Friday	8 a.m. to 12.30 p.m. 1 p.m. to 6.00 p.m.
Saturday	8 a.m. to 12.30 p.m.

ii. NIGHT SHIFT;- 5 nights only

Monday through Friday	6 p.m. to 11.00 p.m. 12 a.m. to 6.00 a.m.
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All hours of work in excess of forty-eight hours per week shall be remunerated at the rate of time and one half.

2. The hours of work in the MONTREAL BRANCH SERVICE DEPARTMENT shall be as follows:

(a) In the event of Two Shift Operations:

1. DAY SHIFT

Monday through Friday	8 a.m. to 12 noon 1 p.m. to 6 p.m.
Saturday	8 a.m. to 12 noon

ii. NIGHT SHIFT

Monday through (b) Friday	nine hour shifts distributed between 6 p.m. and 6 a.m.
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(b) In the event of Three Shifts Operations:

Monday through Saturday

DAY SHIFT	8 a.m. to 5 p.m.
SECOND SHIFT	1 p.m. to 10 p.m.
THIRD SHIFT	10 p.m. to 7 a.m.

One hour off each shift for lunch- not paid

Overtime and extra time will be evenly distributed among those normally performing the work to be done as far as it is reasonably possible.

An employee, reporting for work, but for whom no work is available, in his regular occupation, will be paid four hours' time at his regular rate, or will be given four hours' work in another occupation at his regular hourly rate, unless previously notified not to so report.

With both the Manufacturing Branch and the Montreal Branch Service Department, the Company reserves the right to change or alter these hours of work at any time. The Company undertakes to give to the Union seven days' notice of any such change or alteration.

The regular working hours in any week in which a legal holiday occurs (except when such holiday occurs upon a Sunday) shall be forty and, when such legal holiday occurs upon a Saturday, shall be forty-four. Time and one half shall

be paid for all time worked in excess of the said forty or forty-four hours respectively.

ARTICLE II. DEDUCTION OF UNION DUES

Any member of the Union who wishes the Company to deduct his Union dues and pay them to the Union on his behalf may so advise the Company in writing on any week day, Monday to Friday included, within regular office hours and, upon the written request of each member employee, the Company agrees to deduct such Union dues from such member employee once each month and to send this money to the Secretary of the Union.

The written request shall be in the following form:

"I the undersigned, request and authorize my employer to deduct from my first pay at the beginning of each month, the sum of One dollar and fifty cents (\$1.50) and to remit same to the Financial Secretary, Local 698, the International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, (UAW-CIO) CCL. such deduction shall continue until the expiry of the present agreement unless and until I give notice to you in writing cancelling this authorization such notice shall only be valid during the last sixty (60) days of the period of this Agreement.

The receipt of the Financial Secretary, Local 698. The International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW-CIO) CCL. shall constitute a full receipt, release and discharge from my earnings as authorized and directed herein".

ARTICLE 12. VACATIONS

During the term of this Agreement, the Company will grant vacations with pay to all employees thereto entitled pursuant to the provisions of the Laws, (Orders-in-Council or Decrees of Government bodies, having jurisdiction in such matters and subject to compliance therewith, the time of such vacation shall be scheduled at the discretion of the Company.

ARTICLE 13. BULLETIN BOARD

A bulletin board will be provided by the Company for the use of the Union for posting notices thereon which must first be approved by the Company.

ARTICLE 14.-

INJURY ALLOWANCE

An employee injured on the job shall be paid for the balance of his shift and, if, as a result of such injury, the employee is sent home or to an outside hospital, transportation will be supplied by the company.

ARTICLE 15.

HEALTH AND SAFETY

The Company will make all reasonable provision for the safety and health of the Company's employees during the hours of their employment. Adequate protective devices, wearing apparel and other equipment necessary to protect properly employees from injury shall be provided by the Company and the Union will cooperate with the company in seeing that such protective devices, wearing apparel and equipment are properly used.

ARTICLE 16.

NO STRIKES.. NO LOCKOUTS

In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there shall be no strikes, sitdown, slowdown, or stoppage of work, either complete or partial, and the Company agrees that there shall be no lockout.

The Company shall have the right to discharge or otherwise discipline employees who ^{take} part in or instigate any strike, stoppage sitdown or slowdown.

Article 17.

CESSATION OF OPERATIONS
PROTECTION OF PLANT

In the event of cessation of operations due to any cause whatever, it is specifically agreed that the Company's property will be protected by the continuance at work of all mechanics and electricians looking after fire protection equipment, storemen, watchmen, firemen and office staff, all of whom shall be designated by the Company. It is moreover agreed, in the event last mentioned, that there shall likewise be no interference with any of the other employees of the Company who are designated herein as part of the management of the Company.

The Company shall, within thirty (30) days after the signing of this Agreement, supply the Union with a list of the above designated employees.

ARTICLE 18. HOLIDAYS

Double time will be paid for all work performed on Sundays and the following holidays:-

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

The Company agrees to grant to its employees ~~three~~
(3) paid holidays, without work to wit:-

New Year's Day
Christmas Day
The Sunday between Christmas
Day and New Year's Day

and to pay double time for work performed on these ~~above~~
mentioned holidays.

ARTICLE 19. MEDICAL EXAMINATION

In the interests, both of the Company and its employees, present and future, it is hereby agreed that, as from the coming into force of the present Agreement, all present employees covered by the said agreement, and all persons seeking employment with the Company in the future, shall, as and when so required by the Company, undergo medical examination by the Company's Medical Doctor, whose certificate of good health shall be a condition required for the continuation of, or precedent to, employment by the Company, as the case may be.

ARTICLE 20 MEETINGS

There shall be a Meeting of the Company's representatives and the Union's Plant Committee at the Plant Office on the first Monday in each month at 10.30 a.m. for the purpose of discussing matters of mutual interest within the scope of the present Agreement.

It is understood that the Company may bring forward at any Meeting so held with the Plant Committee any complaints which it may have with respect to the conduct of the Union, its officers and the Plant Committeemen.

ARTICLE 21

GENERAL

An hourly paid employee, called back to work after his regular working hours, having left the premises, will be paid his normal travelling expenses, and a minimum of four hours' pay at his regular overtime rate.

The Chairman of the Plant Committee shall be allowed to consult with the members of such Committee on any grievance and, upon receipt of permission, have access to all parts of the plant to investigate grievances.

The Chairman and Members of the Shop Committee shall not, so long as such employees retain said office, be required by the Company to work on any shift, the regular time of which is later than six (6) p.m.

ARTICLE 22.

UNIFORMS

In cases where employees are required by the Company to wear a uniform or overalls, such uniform or overalls shall be supplied free by the Company, Uniforms and overalls must be kept clean and in good condition, in accordance with the standards required by the Company which will pay one half of the cost of laundry and repair charges required in the circumstances.

ARTICLE 23.

DURATION OF AGREEMENT

The contracting parties agree to abide by the terms of this Agreement for a period of one year and from year to year thereafter, unless either one of the signatory parties, desiring a change or cancellation of this Agreement, gives sixty (60) days' notice in writing to the other party, prior to the expiration date of the Agreement.

If notice of desire to terminate or to amend shall be given, as above, negotiations for the new or amended Agreement shall begin not later than sixty (60) days prior to the expiration of the current yearly period and shall continue until an Agreement has been reached and, during such negotiations, this Agreement shall remain in full force and effect, provided however, that, if negotiations continue beyond the termination of the annual period, such negotiations shall continue as mutually agreed upon.

IN WITNESS WHEREOF the parties hereto have caused
this Agreement to be signed by their duly authorized
representatives on this 6th day of Sept. 1949.

THE WHITE MOTOR COMPANY OF CANADA LIMITED

Per: John.E. Wilcox
Works Manager

Per: W.Koohtow
General Service Manager

PARTY OF THE FIRST PART

THE INTERNATIONAL UNION, united automobile
AIRCRAFT AND AGRICULTURAL IMPLEMENTWORKERS
OF AMERICA (UAW-CIO)CCL. Local 698

Per :W .F. Jones
Commi+tee

Per: H.Tweedale
Committee

PARTY OF THE SECOND PART

THE INTERNATIONAL UNION, UNITED AUTOMOBILE,
AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA (UAW-CIO)

Per: E.J.Parent
International Representative.

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LABOUR AGREEMENT

BETWEEN

WHITE MOTOR COMPANY OF CANADA LIMITED
a body politic and corporate, duly
incorporated according to the Laws
of the Dominion of Canada, and having
its head office and principal place
of business at the City and District
of Montreal, in the Province of
Quebec, hereinafter referred to as
"The Company".

PARTY OF THE FIRST PART

AND :

THE INTERNATIONAL UNION UNITED
AUTOMOBILE, AIRCRAFT AND AGRICULTURAL
IMPLEMENT WORKERS OF AMERICA, (UAW.-CIO.)
CCL. LOCAL 698. hereinafter referred
to as " The Union".

PARTY OF THE SECOND PART

WITNESSETH :

The parties to these presents, and the
employees covered by this Agreement, agree mutually
as follows :

ARTICLE I

PURPOSES OF AGREEMENT

The intention and purposes of the parties
to this Agreement are to promote and improve industrial
and economic relations between the employees and the
Company, to provide for orderly collective bargaining
and to set forth herein the basis agreement covering
the rates of pay, wages , hours of work and conditions
of employment to be observed between the parties
hereto.

It is recognized by this Agreement to be the
duty of the Company and of its employees to co-operate
fully, individually and collectively for the advance-

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ment of the said intentions and purposes.

Any provision of this Agreement which would or might come into ~~conflict~~ with the present or future provisions of Federal or Provincial laws, Orders-in-Council, or Decrees of all Government bodies having jurisdiction in such matters, shall automatically be and become null and void.

ARTICLE 2. RECOGNITION

The Company recognizes the Union for the term and for the purposes of the present Agreement as the sole collective bargaining agency for the purpose of bargaining collectively for all Company employees within the scope of this Agreement. The employees so represented by the Union constitute the bargaining unit and the provisions of this Agreement shall apply only to the employees in the said bargaining unit.

ARTICLE 3. EMPLOYEES COVERED

The term " employees " as used in this Agreement, shall include all hourly paid employees of the Company engaged in production and maintenance in its Montreal plant but shall not include Department Heads, Foremen and others having the power to hire, suspend or dismiss employees, plant protection employees, salaried employees, office employees and all those engaged in a confidential capacity.

The Company will negotiate at all times during the term of the present Agreement, in the manner herein provided, with the accredited representatives of the Union for the purpose of determining any disputes which may arise after the execution hereof as to wages, hours of work, working conditions

or other questions affecting employees falling within the scope of the present Agreement.

ARTICLE 4.

MANAGEMENT

The Union recognizes the right of the Company to hire, promote, transfer, direct, suspend or otherwise discipline any employee, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided. Nothing in this Agreement shall be interpreted as limiting the Company in any way in the exercise of the regular customary functions of management.

ARTICLE 5.

REPRESENTATION

(a) The Union may appoint, and the Company shall recognize a Plant Committee composed of three members, all of whom must be members of the Union in good standing and employees of the Company.

The Company agrees to give the Union additional representation to the extent of one extra Committeeman for each additional one hundred employees it may hire over two hundred employees. The Union agreed to notify the Company in writing of the name of the members of the Committee who will be appointed or elected in the various Departments.

(b) The Union shall have the right to have either the Regional Director of the U.A.W. C.I.O. - having jurisdiction, or an International Representative of the U.A.W. - C.I.O. present at any meeting between the Plant Committee and Management above the level of Service Manager of the Montreal Branch, and above the level of General Superintendent of the Manufacturing Division.

(c) It is understood and agreed that Committeemen, as well as other employees, have regular duties

to perform. Committeemen, with the approval of Foremen or, in the absence of Foremen, the Assistant Foremen of the Departments where they are respectively employed, shall be permitted, during working hours, without loss of time or pay, to leave their regular duties for a reasonable length of time to adjust and present grievances, subject to a maximum absence from their regular duties of two hours within the hours comprising the working day, and the ~~further~~ limitation on such time of three hours in any two consecutive working days in any one calendar week.

ARTICLE 6.- GRIEVANCE PROCEDURE

Within the term of this Agreement, a grievance shall be defined as a difference or dispute arising between the employee and the Company with respect to rates of pay or wages, hours of employment or other conditions of employment.

Grievances shall be investigated and settled during working hours.

Any employee having a grievance may first present the same to his Department Foreman, either orally or in writing, and either alone or in company with a Union Committeeman, within two working days of the commission of the act originating the grievance. The Department Foreman must render his decision within two working days of its submission to him as aforesaid.

If the decision of the Department Foreman be not satisfactory to the employee or the Union, the grievance shall be placed upon an agenda for consideration at the next conference between the representatives of Management and the Plant Committee. Such conference shall be held not later than one week after the Company has been notified that the grievance

has been placed on the agenda.

If the decision of the Management is not satisfactory to the employee or the Union, an appeal therefrom may be lodged in writing with the Company through the Plant Committee within three working days of the decision. Such an appeal therefrom shall be to an impartial umpire to be selected by the parties to this Agreement, or, if such parties fail to select such umpire within five working days of the receipt by the Company of the notice of appeal, then to an impartial umpire selected by the Minister of Labour of the Province of Quebec. The decision of the impartial umpire shall be final and binding on both parties.

In the case of suspension or dismissal of an employee, this latter shall have the right to appeal to the General Manager. If the General Manager maintains the appeal of the employee, the latter shall be entitled to receive the wage lost during the period of suspension or dismissal, providing the case is brought up within two working days and, in the case of serious injustice, the employee, or the Union on his behalf, may avail himself of the right granted to him in Article 24, para. 2, of the Labour Relations Act.

ARTICLE 7.

SENIORITY

Upon completion of employment to the extent of ninety days within any period of twelve consecutive months, an employee shall be entitled to have his name placed on the seniority list of the plant.

Seniority shall be established and applied on a departmental basis by means of separate seniority lists for the following group classifications of employees :

- (a) All employees in the Montreal Branch

Service Department and the various divisions and branches thereof ;

- (b) All employees in the Manufacturing Branch and in the various divisions of such branch ;
- (c) All other employees, if any.

The Company will supply one copy of each seniority list to the Plant Committee Chairman.

Promotions to higher paid jobs or better jobs with equal pay shall be based upon merit, ability, and seniority, Where, in the judgment of the Company, merit and ability are relatively equal, seniority shall be the determining factor. The decision of the Company in any instance shall be final.

In all cases of lay-off for lack of work in the Manufacturing or Service Departments, the following factors shall be considered :-

Merit
Ability
Seniority

Where, in the judgment of the Company, the other factors listed above are relatively equal, seniority shall be the determining factor. The Company's decision in any instance shall be final.

Upon recall after such lay-off as aforesaid, the employees will be re-hired, as far as possible in, the inverse order of lay-off.

At the same time as notice of lay-off is given to employees, a list of the employees affected will also be given to the Plant Committee.

Seniority rights of any employee shall cease for any one of the following reasons :-

- (a) If an employee voluntarily quits his employment ;
- (b) If an employee is discharged for cause and is not later reinstated ;
- (c) If an employee is absent for three

working days without notifying the Personnel Department of the Company :

(This clause shall not apply if the employee furnishes satisfactory reasons to the Personnel Department for such absence)

- (d) If an employee fails to return to work within seven days after notification so to do by the Company ;

(This clause shall not apply if the employee furnishes satisfactory reasons to the Company for such failure to return.)

- (e) If the employee is not called upon to return to work for the Company for a period of twelve consecutive months.

In cases of lay off only, the Plant Committee shall be deemed to have top seniority over other employees in their respective departments, as defined herein.

An employee covered by this Agreement, who is transferred to a classification not subject to this Agreement, or a supervisory position, shall be excluded from the coverage. In the event that he is subsequently transferred back to such position, such employee shall retain his seniority in the occupation from which he was transferred and will be credited with the seniority accumulated while working outside the confines of the Agreement. He shall take his place in the Department according to such seniority.

An employee who left the employ of the Company and directly thereafter served in His Majesty's Armed Forces in the war recently concluded, or in a Government Department or a Government-supervised activity, shall, whenever practicable, upon honourable discharge from said forces or release in good standing from such government service, if physically fit, be reinstated upon receipt by the Company of the application of such employee within ninety days of

such discharge or termination of government service as the case may be. Seniority with respect to such individual shall accumulate in his absence from the Company's employment for such purposes.

A person who has been a member of the Armed Forces of Canada including the Merchant Marine at any time since September 1st, 1939, upon entering the service of the Company and subject to the conditions of the probationary period, shall be given an immediate seniority equal to the length of time he served in the Forces and this constructive seniority shall be taken into account in his application for work ; but this shall not entitle him on such entrance to displace a person then in the Company's employ, except where the former was at the time of his becoming a member of the Forces a resident of the City of Montreal, Quebec, and the latter was immediately before his employment by the Company a non-resident of that City. To obtain the benefit of this clause, the person applying shall do so within one year from his discharge from the Forces and shall at such time present his discharge papers. There shall be attached to such papers a certificate by the Company showing the date when he was taken into the Company's service.

ARTICLE 8.

NO DISCRIMINATION

The Company agrees that it will not discriminate in the hiring of employees or in their training, up-grading, promotion, transfer, lay-off, discipline , discharge or otherwise because of race, creed, colour, national origin, marital status or dependents of the employee.

The Union agrees that it will not discriminate against, coerce, restrain or influence any

employee because of his membership or non-membership, his activity or his lack of activity to any labour

ARTICLE 9 LEAVE OF ABSENCE

(a) An employee desiring leave of absence shall make application in writing to the Personnel Department of the Company and the employee shall be notified as to the disposition of such application and a record kept by the said Personnel Department. The Company's decision shall be final with applications and if granted, seniority shall accumulate during the period of such leave of absence.

(b) Delegation for Union business for the purpose of attending Union Conventions shall be considered a good cause for leave of absence in the case of two employees on not more than two occasions in any year, and for periods of time not to exceed ten working days on each occasion ; and also in the case of those employees attending meetings of the Canadian District Councils of the U.A.W. - C.I.O. on not more than four occasions in any year. Such meetings shall not entail leave of absence exceeding one and one half working days.

ARTICLE 10. HOURS OF WORK OVERTIME
AND PREMIUM COMPENSATION

1. The hours of work in the MANUFACTURING BRANCH shall be as follows :-

)a) In the event of One Shift Operation ;

Monday and Friday - 8. a.m. to 12.30 p.m.
1. p.m. to 5.00 p.m.

Tuesday, Wednesday
and Thursday 8.a.m. to 12.30 p.m.
1.p.m. to 5.30 p.m.

Saturday 8.a.m. to 12.00 noon.

(b) In the event of Two Shift Operations :

I. DAY SHIFT

Monday through - 8.am. to 12.30 p.m.

Friday 1.p.m. to 6.00 p.m.

Saturday 8.a.m. to 12.30 p.m.

11 NIGHT SHIFT 5 nights only

Monday through 6 p.m. to 11.00 p.m.

Friday 12.a.m. to 6. 00. a.m.

All hours of work in excess of forty-eight hours per week shall be remunerated at the rate of time and one half.

2. The hours of work in the MONTREAL BRANCH SERVICE DEPARTMENT shall be as follows :

(a) In the event of two shift Operations :

1. DAY SHIFT

Monday through 8.a.m. to 12 noon

Friday 1.p.m. to 6. p.m.

Saturday 8.a.m. to 12 noon

11. NIGHT SHIFT

Monday through nine hour shifts distributed between
Friday 6.p.m. and 6. a.m.

(b) In the event of Three Shift Operations:

Monday through Saturday

DAY SHIFT 8.am. to 5. p.m.

SECOND SHIFT 1.p.m. to 10.p.m.

THIRD SHIFT 10.p.m. to 7. a.m.

One hour off each shift for lunch- not paid.

Overtime and extra time will be evenly distributed among those normally performing the work to be done as far as it is reasonably possible.

An employee reporting for work, but for whom no work is available in his regular occupation, will be paid four hours' time at his regular rate, or will be given four hours' work in another occupation at his

regular hourly rate, unless previously notified not to so report.

With both the Manufacturing Branch and the Montreal Branch Service Department, the Company reserves the right to change or alter these hours of work at any time. The Company undertakes to give to the Union seven days' notice of any such change or alteration.

The regular working hours in any week in which a legal holiday occurs (except when such holiday occurs upon a Sunday) shall be forty and, when such legal holiday occurs upon a Saturday, shall be forty-four. Time and one half shall be paid for all time worked in excess of the said forty or forty-four hours respectively.

ARTICLE II. DEDUCTION OF UNION DUES

Any member of the Union who wishes the Company to deduct his Union dues and pay them to the Union on his behalf may so advise the Company in writing on any week-day, Monday to Friday included, within regular office hours and, upon the written request of each member employee, the Company agrees to deduct such Union dues from such members employees once each month and to send this money to the Secretary of the Union. The written request shall be in the following form:

"I, the undersigned, request and
"authorize my employer to deduct from my first
"pay at the beginning of each month the sum
"of One Dollar and fifty cents (\$1.50) and
"to remit same to the Financial Secretary,
"Local 698, the International Union, United
"Automobile, Aircraft and Agricultural Implement
"Workers of America (UAW-CIO) CCL. such deduc-
"tion shall continue until the expiry of the
"present agreement unless and until I give
"notice to you in writing, cancelling this
"authorization, such notice shall only be
"valid during the last sixty (60) days of
"the period of this Agreement.

"The receipt of the Financial Secretary,
"Local 698, the International Union United
"Automobile, Aircraft and Agricultural
"Implement Workers of America (UAW.-CIO) CCL.,
"shall constitute a full receipt, release
"and discharge to my employer for the amounts
"deducted from my earnings as authorized and
"directed herein".

ARTICLE 12.

VACATION

During the term of this Agreement the Company will grant vacations with pay to all employees thereto entitled pursuant to the provisions of all laws, Orders-in-Council or Decrees of Government bodies having jurisdiction in such matters and, subject to compliance therewith, the time for such vacations shall be scheduled at the discretion of the Company.

ARTICLE 13

BULLETIN BOARD

A bulletin board will be provided by the Company for the use of the Union for posting notices thereon which must first be approved by the Company.

ARTICLE 14.

INJURY ALLOWANCE

An employee injured on the job shall be paid for the balance of his shift and, if, as a result of such injury, the employee is sent home or to an outside hospital, transportation will be supplied by the Company.

ARTICLE 15

HEALTH AND SAFETY

The Company will make all reasonable provision for the safety and health of the Company's employees during the hours of their employment. Adequate protective devices, wearing apparel and other equipment necessary to protect properly employees from injury shall be provided by the Company and the Union will co-operate with the Company in seeing that such protective devices, wearing apparel and equipment are properly used.

ARTICLE 16.

NO STRIKES: NO LOCKOUTS

In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this agreement, there shall be no strikes, sitdown, slowdown, or stoppage of work, either complete or partial, and the Company agrees that there shall be no lockout.

The Company shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, stoppage, sitdown or slowdown.

ARTICLE 17. CESSATION OF OPERATIONS:

PROTECTION OF PLANT

In the event of cessation of operations due to any cause whatever, it is specifically agreed that the Company's property will be protected by the continuance at work of all mechanics and electricians looking after fire protection equipment, storemen, watchmen, firemen and office staff, all of whom shall be designated by the Company. It is moreover agreed, in the event last mentioned, that there shall likewise be no interference with any of the other employees of the Company who are designated herein as part of the management of the Company.

ARTICLE 18 HOLIDAYS

Double time will be paid for all work performed on Sundays and the following holidays:

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

The Company agrees to grant to its employees three (3) paid holidays, without work, to wit :-

New Year's Day
Christmas Day
The Sunday between Christmas
Day and New Year's Day

and to pay double time for work performed on these
above mentioned holidays.

ARTICLE 19.

MEDICAL EXAMINATION

In the interest, both of the Company and its
employees, present and future, it is hereby agreed that
as from the coming into force of the present Agreement,
all present employees covered by the said Agreement,
and all persons seeking employment with the Company in
the future shall, as and when so required by the Company,
undergo medical examination by the Company's Medical
Doctor, whose certificate of good health shall be a
condition required for the continuation of, or precedent to
employment by the Company, as the case may be.

ARTICLE 20.

MEETINGS

There shall be a Meeting of the Company's
representatives and the Union's Plant Committee at
the Plant Office on the first Monday in each month
at 10.30 a.m. for the purpose of discussing matters
of mutual interest within the scope of the present
Agreement.

It is understood that the Company may bring
forward at any Meeting so held with the Plant Committee
any complaints which it may have with respect to the
conduct of the Union, its officers or the Plant
Committeeman.

ARTICLE 21.

GENERAL

An hourly paid employee, called back to work

after his regular working hours, having left the premises, will be paid his normal traveling expenses, and a minimum of four hours pay at his regular overtime rate.

The Chairman of the Plant Committee shall be allowed to consult with the members of such Committee on any grievance and, upon receipt of permission have access to all parts of the plant to investigate grievances.

ARTICLE 22.

UNIFORMS

In cases where employees are required by the Company to wear a uniform or overalls, such uniform or overalls shall be supplied free by the Company. Uniforms and overalls must be kept clean and in good condition in accordance with the standards required by the Company which will pay one half of the cost of laundry and repair charges required in the circumstances.

ARTICLE 23.

DURATION OF AGREEMENT

The contracting parties agree to abide by the terms of this Agreement for a period of one year and from year to year thereafter unless either one of the signatory parties desiring a change or cancellation of this Agreement, gives sixty days' notice in writing to the other party prior to the expiration date of the Agreement,

If notice of desire to terminate or to amend shall be given as above, negotiations for the new or amended agreement shall begin not later than sixty days prior to the expiration of the current yearly period and shall continue until an agreement has been reached and, during such negotiations, this

Agreement shall remain in full force and effect, provided however, that, if negotiations continue beyond the termination of the annual period, such negotiations shall continue as mutually agreed upon.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized representatives on this tenth day of February 1948.

THE WHITE MOTOR COMPANY OF CANADA LIMITED

Per : John.E.Wilcox
Works Manager.

W. Koohtow
General Service Manager

PARTY OF THE FIRST PART

THE INTERNATIONAL UNION UNITED AUTOMOBILE
AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA (UAW.CIO.) CCL. LOCAL 698

Per : H. Teasdale
President

L.E. LeBlanc
Secretary

PARTY OF THE SECOND PART

THE INTERNATIONAL UNION UNITED AUTOMOBILE
AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA (UAW- CIO).

Per : E.J. Parent
International Representative.

LABOUR AGREEMENT

BETWEEN:

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THE WHITE MOTOR COMPANY OF CANADA LIMITED

a body politic and corporate, duly incorporated according to the Laws of the Dominion of Canada, and having its head office and principal place of business at the City and District of Montreal, in the Province of Quebec, hereinafter referred to as "the Company"

PARTY OF THE FIRST PART

AND:

the

INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, (UAW-CIO) CCL., LOCAL 698, hereinafter referred to as "the Union"

PARTY OF THE SECOND PART

WITNESSETH:

The parties to these presents and the employees covered by this Agreement agree mutually as follows:

ARTICLE I

PURPOSES OF AGREEMENT

(a) The intentions and purposes of the parties to this Agreement are to promote and improve industrial and economic relations between the employees and the Company, to provide for orderly collective bargaining and to set forth herein the basic agreement covering the rates of pay, wages, hours of work and conditions of employment to be observed between the parties hereto.

(b) It is recognized by this Agreement to be the duty of the Company and of its employees to cooperate fully, individually and collectively for the advancement of the said intentions and purposes.

(c) Any provision of this Agreement which would or might come into conflict with the present or future provisions of Federal or Provincial laws, Orders-in-Council or Decrees of all Government bodies, having jurisdiction in such matters, shall automatically be and become null and void.

ARTICLE 2

RECOGNITION

The Company recognizes the Union for the term and for the purposes of the present Agreement as the sole collective bargaining agency for the purpose of bargaining collectively for all Company employees within the scope of this Agreement. The employees so represented by the Union constitute the bargaining unit and the provisions of this Agreement shall apply only to the employees in the said bargaining unit.

ARTICLE 3

EMPLOYEES COVERED

(a) The term "employees", as used in this Agreement, shall include all hourly paid employees of the Company engaged in production, maintenance and parts department in its Montreal plant but shall not include Department Heads, Foremen, Supervisors and others having the power to hire, suspend or dismiss employees, plant protection employees, salaried employees, office employees and all those engaged in a confidential capacity, as defined by Section (2), para. (a), sub-paragraphs 1, 2 and 3 of the Act.

(b) The Company will negotiate, at all times during the term of the present Agreement, in the manner herein provided, with the accredited representatives of the Union, for the purposes of determining any dispute which may arise after the execution hereof, as to wages, hours of work, working conditions, or other question affecting employees falling within the scope of the present Agreement.

ARTICLE 4

MANAGEMENT

The Union recognizes the right of the Company to hire, promote, transfer direct, discharge, suspend or otherwise discipline any employee, for just cause, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided. Nothing in this Agreement shall be interpreted as limiting the Company in any way, in the exercising of the regular customary functions of Management.

ARTICLE 5

REPRESENTATION

(a) The Union may appoint and the Company shall recognize a Plant Committee composed of four (4) members, all of whom must be members of the Union in good standing and employees of the Company. The Company will also recognize a Steward for the night shift, who will take up grievances for the night shift with the general foreman on that shift.

(b) The Company agrees to give the Union additional representation to the extent of one extra Committeeman for each additional one hundred employees it may hire over two hundred employees. The Union agrees to notify the Company, in writing, of the name of the members of the Committee who will be appointed or elected in the various departments.

(c) The Union shall have the right to have either the Regional Director of the UAW-CIO, having jurisdiction or an International Representative of the UAW-CIO, present at any meeting between the Plant Committee and Management above the level of Service Manager of the Montreal Branch, and above the level of General Superintendent of the Manufacturing Division and above the level of Parts Department Manager.

(d) It is understood and agreed that Committeemen and Night Shift Steward, as well as other employees, have regular duties to perform. Committeemen and Steward, with the approval of Foreman or, in the absence of Foreman, whoever the Company shall designate, in the Departments where they are respectively employed shall be permitted, and such permission shall not be unreasonably withheld, during working hours, without loss of time or pay, to leave their regular duties for a reasonable length of time to adjust and present grievances, subject to a maximum absence from their regular duties of two hours within the hours comprising the working day, and the further limitation on such time of three hours in any two consecutive working days in any one calendar week.

ARTICLE 6

GRIEVANCE PROCEDURE

- (a) Within the term of this Agreement, a grievance shall be defined as a difference or dispute arising between the employees and the Company with respect to hours of work or other conditions of employment, as indicated in the Collective Agreement.
- (b) Grievances shall be investigated and settled during working hours.
- (c) Any employee having a grievance may first present the same to his Department Foreman, either orally or in writing, and either alone or in company with a Union Committeeman, within two working days of the commission of the act originating the grievance. The Department Foreman must render his decision within two working days of its submission to him as aforesaid.
- (d) If the decision of the Department Foreman be not satisfactory to the employee or the Union, the grievance shall be placed upon an agenda for consideration at the next conference between the representatives of management and the Plant Committee. Such conferences shall be held not later than one week after the Company has been notified that the grievance has been placed on the agenda.
- (e) If the decision of the Management be not satisfactory to the employee or the Union, an appeal ~~therefrom~~ may be lodged, ~~in writing, with the Personnel Manager~~ of the Company, through the Plant Committee, within three working days of the decision. Such an appeal therefrom shall be to an impartial umpire selected by the parties to this Agreement or, if such parties fail to select such umpire within five (5) working days of the receipt by the Company of the notice of appeal, then to an impartial umpire selected by the Minister of Labour of the Province of Quebec. The decision of the impartial umpire shall be final and binding on both parties.
- (f) In the case of suspension or dismissal of an employee, he will be given an opportunity of interviewing his Plant Chairman or Committeeman. Should the Union protest the discharge or suspension of such an employee as a grievance, it will be placed upon the agenda of the next conference between the Plant Committee and the Management. If the General Manager maintains the appeal of the employee, the latter shall be entitled to receive the wages lost during the period of suspension or dismissal. Should the employee be not reinstated at this meeting, the grievance may then be made subject to arbitration, according to the Trades and Disputes Act, and the decision shall be final and binding on both parties.

ARTICLE 7

SENIORITY

- (a) Fundamentally, rules regarding seniority are designed to give employees an equitable measure of security based on length of service with the Company.
- (b) Upon completion of sixty (60) days' employment within any period of twelve (12) consecutive months, an employee shall be entitled to have his name placed on the seniority list. Employees shall be considered probationary employees until they become eligible for the seniority list, as above provided.
- (c) Employees on probationary period of sixty (60) days shall not be covered by this Agreement for the purpose of release, transfer, seniority rights or grievance on working conditions.

(d) The employees' names shall appear on the seniority list in the order of their respective date of hiring. The date of hiring of any employee placed on the seniority list after sixty (60) days' intermittent employment, within any period of twelve (12) consecutive months, shall be considered to be the date sixty (60) days prior to the date upon which he attains seniority.

(e) Seniority shall be established and applied on a departmental basis by means of separate seniority lists for the following group classifications of employees

- i) All employees in the Montreal Branch Service Department and the various divisions thereof;
- ii) All employees of the Manufacturing Department and the various divisions thereof;
- iii) All employees of the Parts Department and the various divisions thereof.

(f) The Company will supply the Union with one copy of each of the above mentioned seniority lists, which shall be revised every four (4) months by the Company.

(g) When it is necessary to reduce the working force in any of the above mentioned departments, or group classifications, as outlined in Section (a) of this article, the following procedure shall apply:

- i) All probationary employees shall be laid off in the department or departments affected;
- ii) If further reductions are necessary, the employees with the least amount of seniority on the particular seniority list shall be laid off;
- iii) The above procedure will apply only if other seniority employees remaining have the required capabilities, experience and willingness to perform the work that has to be done, otherwise an employee with lesser seniority shall be retained.

(h) Employees shall be returned to work, after a lay-off, in the reverse order of lay-off.

(i) The Company shall give 3 working days' notice of lay-off to all employees. A list of the employees to be laid off will be given to the Plant Committee before such notice is given to the employees.

(j) Seniority rights shall cease for any employee who:

- i) Voluntarily quits the employ of the Company;
- ii) Is discharged and is not later reinstated;
- iii) Is absent for five (5) days unless he has a justifiable excuse;
- iv) Fails to return to work within five (5) working days after notification to his address on record with the Company, unless he has a justifiable reason for such failure;
- v) Employees with less than five (5) years' seniority who have been laid off for a period of twelve (12) consecutive months;
- vi) Fails, unless he has a justifiable excuse, to report on the first day following the expiration of a leave of absence;

(k) An employee covered by this Agreement, who is transferred to a classification not subject to this Agreement, or a supervisory position, shall be excluded from the coverage. In the event that he is subsequently transferred back to such position, such employee shall retain his seniority in the occupation from which he was transferred and will be credited with the seniority accumulated while working outside the confines of this Agreement. He shall take his place in the department, according to such seniority.

(l) Any employee who returns to the employment of the Company after loss of seniority shall be a probationary employee and subject to the provisions of Sections (b) and (c).

(m) When a vacancy or new job occurs within the bargaining unit, notice of such vacancy or new job shall be posted on the bulletin boards for a period of three (3) days.

- i) Applications to fill such vacancy or new job shall be made within the said three (3) days and applications shall be considered in accordance with the seniority of applicants.
- ii) Employees making application from the department involved shall have preference over employees in other departments of the plant.

(n) In the event of an employee suffering a major disability, exceptions may be made to the seniority provisions of this Agreement in favour of such employee, subject to the mutual decision of the Plant Committee and the Company.

(o) Ability and competency being equal, promotions and demotions within the bargaining unit shall be on the basis of seniority.

(p) Notwithstanding their seniority status, Committeemen shall be continued at work with top seniority.

(r) Committeemen shall have top seniority in their jurisdiction as long as work is available.

(s) In the event of shifts being discontinued, the Committeeman having the highest seniority shall act.

ARTICLE 8

MILITARY SERVICE

(a) An employee who left the employ of the Company and, directly thereafter, served in Her Majesty's Armed Forces in the war recently concluded, or drafted in a Government Department or a Government supervised activity, shall, whenever applicable, upon honourable discharge from said forces or release in good standing from such government service, if physically fit, be reinstated upon receipt by the Company of the application of such employee, within ninety (90) days of such discharge or termination of government service, as the case may be. Seniority, with respect to such individual, shall accumulate in his absence from the Company's employment for such purposes.

(b) A person who has been a member of the Armed Forces of Canada, including the Merchant Marine, at any time since June 25th 1950, upon entering the service of the Company and subject to the conditions of the probationary period, shall be given

immediate seniority equal to the length of time he served in the Forces and this constructive seniority shall be taken into account in his application for work; but this shall not entitle him, on such entrance, to displace a person then in the Company's employ, except where the former was, at the time of his becoming a member of the Forces, a resident of the City of Montreal, Quebec and the latter was, immediately before his employment by the Company, a non-resident of that City. To obtain the benefit of this clause, the person applying shall do so within one year from his discharge from the Forces and shall, at such time, present his discharge papers. There shall be attached to such papers a certificate by the Company showing the date when he was taken into the Company's service.

(c) Subject to the provisions of Government regulations, or in case of war, an employee who leaves the employment of the Company and directly enlists in, and serves with, the Armed Forces of Canada, shall, upon honourable discharge, be reinstated upon receipt by the Company of application of such employee, within ninety (90) days of such discharge, for re-employment with the Company.

(d) Seniority with respect to such individual shall accumulate during his absence from the Company's employment for such purpose.

(e) It is further agreed that any advantages he would have enjoyed, had he not left the employment of the Company for such purpose, shall likewise accrue to such individual.

(f) None of the terms of this Article shall apply where an employee, after discharge, has obtained employment with another employer and, after resigning or being discharged, then applies for employment with the Company, under Sections (c), (d) and (e) of this Article.

ARTICLE 9

NO DISCRIMINATION

(a) The Company agrees that it will not discriminate in the hiring of employees or in their training, up-grading, promotion, transfer, lay-off discipline, discharge or otherwise because of race, creed, colour, national origin, marital status or dependents of the employee.

(b) The Union agrees that it will not discriminate against, coerce, restrain or influence any employee because of his membership or non-membership, his activity or his lack of activity in any labour organization.

ARTICLE 10

LEAVE OF ABSENCE

(a) An employee desiring leave of absence shall make application, in writing, to the personnel department of the Company, and the employee shall be notified as to the disposition of such application and a record kept by the said personnel department. The Company's decision shall be final with application and, if granted, seniority shall accumulate during the period of such leave of absence.

(b) Delegation for Union business or for the purpose of attending Union Conventions shall be considered a good cause for leave of absence in the case of two employees on not more than two (2) occasions in any year, and for periods of time not to exceed ten (10) working days on each occasion; and also, in the case of those employees attending meetings of the Canadian District Councils of the UAW-CIO on not more than four (4) occasions in any year. Such meetings shall not entail leave of absence exceeding one-and-one-half (1½) working days.

(c) Upon application, the Company will grant a leave of absence to such of its employees who are elected or appointed to office in the International Union or the Local Union for a period of one (1) year, without loss of seniority, such leave of absence may be renewed from year to year with seniority ~~accumulating~~. With the expiration of such leave of absence, the employee enjoying leave of absence, under this section, shall be returned to his job or similar, job in line with his seniority and shall receive the rate of pay prevailing for that job.

ARTICLE 11

WAGES

(a) All employees of the Company, in its employ as of January 2nd 1954, shall be granted an increase of seven (7) cents per hour, on the rates actually payable to them on that day.

(b) Rates of pay and classifications shall be in accordance with Schedule "A" attached hereto:

- i) Manufacturing Department
- ii) Service Department
- iii) Parts Department

ARTICLE 12

HOURS OF WORK, OVERTIME PAY AND NIGHT SHIFT PREMIUMS

(a) The regular work week shall be forty-five (45) hours, consisting of five nine hour days Monday to Friday inclusive. All work performed in excess of nine (9) hours in any one working day shall be paid for at the rate of time-and-one half.

(b) All work performed on Saturdays shall be paid for at the rate of time-and-one-half.

(c) Overtime and extra time will be evenly distributed among those normally performing the work to be done.

(d) A premium of ten (10) cents per hour shall be paid for all work performed on the second and third shifts.

(e) An employee reporting for work but for whom no work is available in his regular occupation will be paid four (4) hours time at his regular rate, or will be given four (4) hours' work in another occupation, at his regular hourly rate, unless previously notified not to so report.

(f) In the event an employee is called back to work after his regular working hours, after having left the premises, he will be paid a minimum of four (4) hours at his regular overtime rate, plus normal travelling expenses.

ARTICLE 13

STATUTORY HOLIDAYS

(a) Employees shall be paid nine (9) hours' pay at their classified rate for the five (5) following holidays:-

- (1) New Year's Day
- (2) Good Friday
- (3) St-Jean-Baptiste Day
- (4) Labour Day
- (5) Christmas Day

(b) Double time will be paid for all work performed on Sundays and the following holidays:

- (1) New Year's Day
- (2) Good Friday
- (3) St Jean Baptiste Day
- (4) Dominion Day
- (5) Labour Day
- (6) Thanksgiving Day
- (7) Christmas Day

(c) Should any of the above holidays fall during the vacation period of an employee, he shall be paid for such holiday at his regular hourly rate in addition to his vacation. An additional day of vacation shall be granted to the employee concerned, provided he has made arrangements for same prior to his vacation.

(d) If any of the above holidays fall on a day which is not a regular working day, the employee shall not be paid, unless he is called upon to work on that day, payment to be made at double time, if worked.

(e) Any day declared by statute or by decree as the day to be recognized as the above holiday, is also to be recognized by the Company.

ARTICLE 14

VACATIONS

(a) The vacation year shall be from May 1st to April 30th.

(b) During the term of this Agreement, the Company will grant vacations with pay to all employees covered by this Agreement on the following basis:-

- i) One half day's vacation with pay for each month of service up to the first year.
- ii) One week's vacation with pay after one year of service
- iii) One week and two (2) days' vacation with pay after two (2) years of service
One week and three (3) days' vacation with pay after three (3) years of service
One week and four (4) days' vacation with pay after four (4) years of service
Two weeks' vacation with pay after five (5) years of service
- iv) Three weeks' vacation with pay after twenty-five (25) years of service

ARTICLE 15

DEDUCTION OF UNION DUES

(a) Any member of the Union who wishes the Company to deduct his Union Dues and pay them to the Union on his behalf may so advise the Company, in writing, on any week day, Monday to Friday inclusive, within regular office hours and, upon written request of each member employee, the Company agrees to deduct such Union Dues from such member employee once each month and to send this money to the Financial Secretary of the Union. The written request shall be in the following form:-

I, the undersigned, request and authorize my employer to deduct from my first pay, at the beginning of each month, the sum of Two Dollars and Fifty Cents (\$2.50) and to remit same to the Financial Secretary, Local 698, The International Union, United Automobile,

Aircraft and Agricultural Implement Workers of America, (UAW-CIO) CCL., such deduction shall continue until the expiration of the present Agreement, unless and until I give notice to you, in writing, cancelling such authorization, such notice shall only be valid during the last thirty (30) days of the period of this Agreement.

The cancellation request shall be in the following form:

"I hereby, revoke the order given by me to my employer on date of _____ to deduct my Union Dues and to remit the same to the Financial Secretary of Local 698, The International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW-CIO) CCL.,

Ship Committeeman

Employee

Personnel Manager

"The receipt of the Financial Secretary, Local 698, The International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW-CIO) CCL., shall constitute a full receipt, release and discharge from my earnings, as authorized herein"

ARTICLE 16

BULLETIN BOARD

A bulletin board will be provided by the Company for the use of the Union for posting notices thereon, which must first be approved by the Company.

ARTICLE 17

INJURY ALLOWANCE

An employee injured on the job shall be paid for the balance of his shift and if, as a result of such injury, the employee is sent home or to an outside hospital, transportation will be supplied by the Company.

ARTICLE 18

HEALTH AND SAFETY

The Company will make all reasonable provision for the safety and health of the Company's employees during the hours of their employment. Adequate protective devices, wearing apparel and other equipment necessary to protect properly employees from injury shall be provided by the Company and the Union will cooperate with the Company in seeing that such protective devices, wearing apparel and equipment are properly used.

ARTICLE 19

NO STRIKES :::: NO LOCKOUTS

(a) In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there shall be no strikes, sitdown, slowdown or stoppage of work, either complete or partial, and the Company agrees that there shall be no lockout.

(b) The Company shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, stoppage, sitdown or slowdown.

ARTICLE 20

CESSATION OF OPERATIONS, PROTECTION OF PLANT

(a) In the event of cessation of operations due to any cause whatsoever, it is specifically agreed that the Company's property will be protected by the continuance at work of all mechanics and electricians looking after fire protection equipment, watchmen, power house employees and office staff, all of whom shall be designated by the Company. It is moreover agreed that, in the event last mentioned, there shall likewise be no interference with any of the other employees of the Company who are designated herein as part of the Management of the Company.

(b) The Company shall, within thirty (30) days after the signing of this Agreement, supply the Union with a list of the above designated employees.

ARTICLE 21

MEDICAL EXAMINATION

In the interests both of the Company and its employees, present and future, it is hereby agreed that, as from the coming into force of the present Agreement, all present employees, covered by the said Agreement, and all persons seeking employment with the Company in the future, shall, as and when required by the Company, undergo medical examination by the Company's Medical Doctor and/or any other Medical Doctor agreeable to the employee concerned, whose certificate of good health shall be a condition required for the continuation of, or precedent to, employment by the Company or transfer to other work, as the case may be.

ARTICLE 22

MEETINGS

(a) There shall be a Meeting of the Company's Representatives and the Union's Plant Committee at the Plant Office during the first week in each month, for the purpose of discussing matters of mutual interest within the scope of the present Agreement.

(b) It is understood that the Company may bring forward, at any Meeting so held with the Plant Committee, any complaints which it may have with respect to the conduct of the Union, its Officers or the Plant Committeemen.

ARTICLE 23

GENERAL

(a) The Plant Committee, upon receiving permission from their immediate Supervisor, and such permission shall not be unreasonably withheld, shall be allowed to consult with one another on any grievances and shall have access to all parts of the Plant to investigate grievances.

(b) The Chairman and Members of the Shop Committee shall not, so long as such employees retain said office, be required by the Company to work on any shift, the regular time of which is later than six (6) p.m.;

(c) The Company will allow a period of five (5) minutes for the purpose of washing-up and putting away tools, immediately prior to the end of the first half and the last half of the shift.

(d) Employees engaged in ^{dirty} work, such as designated on list to be supplied

by the Company, shall be allowed ten (10) minutes, immediately prior to the end of the last half of the shift.

MANUFACTURING DIVISION

10 minutes for Sprary Painters.

In the case of undercoaters, no time is specified, as they are allowed to wash up immediately upon ~~completing~~ that type of work.

SERVICE DEVISION

10 minutes for Painters, Undercoaters and Steam Rack Attendants.

ARTICLE 24

UNIFORMS

In cases where employees are required by the Company to wear a uniform or overalls, such uniform or overalls shall be supplied free by the Company. Uniforms and overalls must be kept clean and in good condition, in accordance with the standards required by the Company, which will pay one half of the cost of laundry and repair charges required in the circumstances.

ARTICLE 25

DURATION OF AGREEMENT

(a) The contracting parties agree to abide by the terms of this Agreement for a period of one (1) year from January 2nd 1954 and from year to year thereafter, unless either one of the signatory parties, desiring a change or cancellation of this Agreement, gives sixty (60) days' notice, in writing, to the other party prior to the expiration date of the Agreement.

(v) If notice of desire to terminate or to amend shall be given, as above, negotiations for the new or amended Agreement shall begin not later than sixty (60) days prior to the expiration of the current yearly period and shall continue until an Agreement has been reached and, during such negotiations, this Agreement shall remain in full force and effect provided, however, that, if negotiations continue beyond the termination of the annual period, such negotiations shall continue as mutually agreed upon.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized Representatives on this second day of January 1954.

THE WHITE MOTOR COMPANY OF CANADA LIMITED

INTERNATIONAL UNION, UNITED AUTOMOBILE,
AIRCRAFT AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW-CIO, CCL,
LOCAL 698.

A. L. Leonard
A.L. Leonard Personnel Manager

George Côté
Geo. Côté

W. Koohtow
W. Koohtow General Service Manager

H. Comeau
H. Comeau

Jules Filion
J. Filion

Paul Malo
P. Malo

PARTY OF THE FIRST PART

UAW-CIO Shop Committee
PARTY OF THE SECOND PART

INTERNATIONAL UNION, UNITED AUTOMOBILE,
AIRCRAFT AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW-CIO.

Norman E. Brookes
Norman E. Brookes International
Representative.

SCHEDULE "A" (REVISED JANUARY 2nd 1954)

LABOUR AGREEMENT dated JANUARY 2nd 1954

THE WHITE MOTOR COMPANY OF CANADA LIMITED
and
INTERNATIONAL UNION, UNITED AUTOMOBILE,
AIRCRAFT AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, (UAW-CIO) CCL.,
LOCAL 698

- - - " " - - -

DEPARTMENT CLASSIFICATION AND HOURLY WAGE RATES

a) MANUFACTURING DEPARTMENT

<u>Classification</u>		<u>Minimum</u>	<u>Intermediate after 6 months' service</u>	<u>Maximum</u>
Assy Line Oper.	1st class	1.10	1.42	1.51
	2nd class	1.00	1.17	1.34
Brake Assemblers	1st class	1.10	1.42	1.51
Cab Assemblers	1st class	1.10	1.42	1.46
	2nd class	1.00	1.17	1.40
Cab Bodywork	1st class	1.15	1.47	1.56
	2nd class	1.05	1.22	1.40
Cab Finishers	1st class	1.10	1.37	1.46
	2nd class	1.00	1.17	1.35
Frame Assemblers	1st class	1.10	1.42	1.51
	2nd class	1.00	1.17	1.34
Inspectors	1st class	1.20	1.42	1.60
	2nd class	1.05	1.22	1.28
Labourers		1.00	1.17	1.24
Machinists	1st class	1.20	1.52	1.67
Machine Operators	1st class	1.20	1.42	1.56
	2nd class	1.00	1.17	1.37
Receivers		1.00	1.32	1.40
Sanders Cleaners		1.00	1.22	1.40

SCHEDULE "A" (REVISED JANUARY 2nd 1954)

DEPARTMENT CLASSIFICATION AND HOURLY WAGE RATES

(a) MANUFACTURING DEPARTMENT

Classification	Minimum	Intermediate after 6 months' service	Maximum
Shippers	1.00	1.32	1.40
Spray Painters 1st class	1.10	1.44	1.51
2nd class	1.00	1.17	1.44
Truckers	1.00	1.32	1.40
Welders 1st class	1.20	1.57	1.62
2nd class	1.10	1.42	1.56
3rd class	1.00	1.17	1.40

NB Maximum column also embodies rates for "Set-Up" "Layout" and "Group Leaders"

(b) SERVICE DEPARTMENT

DAY SHIFT APPRENTICES

1st six month	.55	.69	.97
2nd six months	.65	.79	1.07
2nd year	.75	.89	1.17
3rd year	.90	1.02	1.22

DAY SHIFT JOURNEYMEN

3rd class	1.15	1.29	1.37
2nd class	1.30	1.44	1.57
1st class	1.50	1.54	1.82

DAY SHIFT PAINTERS AND LETTERERS

3rd class	1.15	1.29	1.37
2nd class	1.30	1.44	1.57
1st class	1.50	1.64	1.82

(c) PARTS DEPARTMENT

3rd class	1.00	1.05	1.10
3rd class	1.10	1.17	1.30
1st class	1.30	1.38	1.50

AN ADDITIONAL .10¢ PER HOUR PREMIUM TO BE ADDED TO THE FOREGOING RATES FOR ALL EMPLOYEES ENGAGED ON NIGHT SHIFT.

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LABOUR AGREEMENT

BETWEEN:

THE WHITE MOTOR COMPANY OF CANADA LIMITED.

A body politic and corporate, duly incorporated according to the Laws of the Dominion of Canada, and having its head office and principal place of business at the City and District of Montreal in the Province of Quebec, hereinafter referred to as "the Company".-

PARTY OF THE FIRST PART.

AND:

The INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT, AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, (UAW- CIO) CCL., LOCAL 698, hereinafter referred to as " the Union ".-

PARTY OF THE SECOND PART.

WITNESSETH.

The parties to these presents and the employees covered by this Agreement agree mutually as follows:-

ARTICLE 1.

PURPOSE OF AGREEMENT.

(a) The intentions and purposes of the parties to this Agreement are to promote and improve industrial and economic relations between the employees and the Company, to provide for orderly collective bargaining and to set forth herein the basic agreement covering the rates of pay, wages, hours of work and conditions of employment to be observed between the parties hereto.-

(b) It is recognized by this Agreement to be the duty of the Company and of its employees to cooperate fully, individually and collectively for the advancement of the said intentions and purposes.

(c) Any provision of this Agreement which would or might come into conflict with the present or future provisions of Federal or Provincial Laws, Orders-in-Council or Decrees of all Government bodies having jurisdiction in such matters shall automatically be and become null and void.-

ARTICLE 2.

RECOGNITION.

The Company recognizes the Union for the term and for the purposes of the present Agreement as the sole collective bargaining agency for the purpose of bargaining collectively for all Company employees within the scope of this Agreement. The employees so represented by the Union constitute the bargaining unit and the provisions of this Agreement shall apply only to the employees in the said bargaining unit.

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ARTICLE 3.

EMPLOYEES COVERED.

(a) The term " employees " as used in this Agreement shall include all hourly paid employees of the Company engaged in production, maintenance and parts department in its Montreal plant but shall not include Department Heads, Foremen, Supervisors and others having the power to hire, suspend or dismiss employees, plant protection employees, salaried employees, office employees and all those engaged in a confidential capacity, as defined by Section (2) para [a] subparagraphs 1,2, and 3 of the Act.-

(b) The Company will negotiate, at all times during the term of the present Agreement, in the manner herein provided, with the accredited representatives of the Union, for the purposes of determining any dispute which may arise after the execution hereof, as to wages, hours of work, working conditions, or other question affecting employees falling within the scope of the present Agreement.-

ARTICLE 4.

MANAGEMENT.

The Union recognizes the right of the Company to hire, promote, transfer direct discharge, suspend or otherwise discipline any employee, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided. Nothing in this Agreement shall be interpreted as limiting the Company in any way, in the exercising of the regular customary functions of Management.

ARTICLE 5.

REPRESENTATION.

(a) The Union may appoint, and the Company shall recognize, a Plant Committee composed of three members, all of whom must be members of the Union in good standing and employees of the Company.-

(b) The Company agrees to give the Union additional representation to the extent of one extra Committeeman for each additional one hundred employees it may hire over two hundred employees. The Union agrees to notify the Company, in writing of the name of the members of the Committee who will be appointed or elected in the various departments.-

(c) The Union shall have the right to have either the Regional Director of the U.A.W.- C.I.O. having jurisdiction or an International Representative of the UAW-CIO present at any meeting between the Plant Committee and Management above the level of Service Manager of the Montreal Branch, and above the level of General Superintendent of the Manufacturing Division.-

(d) It is understood and agreed that Committeemen, as well as other employees, have regular duties to perform Committeemen, with the approval of Foremen or, in the absence of Foremen, whoever the Company shall designate, in the Departments, where they are respectively employed shall be permitted, during working hours, without loss of time or pay, to leave their regular duties for a reasonable length of time to adjust and present grievances subject to a maximum absence from their regular duties of two hours within the hours comprising the working day, and the further limitation on such time of three hours in any two consecutive working days in any one calendar week.-

ARTICLE 6.

GRIEVANCE PROCEDURE..

- (a) Within the term of this Agreement, a grievance shall be defined as a difference or dispute arising between the employees and the Company with respect to hours of work or other conditions of employment, as indicated in the Collective Agreement.
- (b) Grievances shall be investigated and settled during working hours.
- (c) Any employee having a grievance may first present the same to his Department Foreman, either orally or in writing, and either alone or in company with a Union Committeeman, within two working days of the commission of the act originating the grievance. The Department Foreman must render his decision within two working days of its submission to him as aforesaid.-
- (d) If the decisions of the Department Foreman be not satisfactory to the employee or the Union, the Grievance shall be placed upon an agenda for consideration at the next conference between the representatives of management and the Plant Committee. Such conferences shall be held not later than one week after the Company has been notified that the grievance has been placed on the agenda.-
- (e) If the decision of the Management be not satisfactory to the employee or the Union, an appeal therefrom may be lodged, in writing, with the Personnel Manager of the Company through the Plant Committee within three working days of the decision. Such an appeal therefrom shall be to an impartial umpire selected by the parties to this Agreement or, if such parties fail to select such umpire within five (5) working days of the receipt by the Company of the notice of appeal, then to an impartial umpire selected by the Minister of Labour of the Province of Quebec. The decision of the impartial umpire shall be final and binding on both parties.-
- (f) In the case of suspension or dismissal of an employee, he will be given an opportunity of interviewing his Plant Chairman or Committeeman. Should the Union protest the discharge or suspension of such an employee as a grievance, it will be placed upon the agenda of the next conference between the Plant Committee and the Management. If the General Manager maintains the appeal of the employee, the latter shall be entitled to receive the wages lost during the period of suspension or dismissal. Should the employee be not reinstated at this meeting, the grievance may then be made subject to arbitration, according to the Trades and Disputes Act, and the decision shall be final and binding on both parties.

ARTICLE 7.

SENIORITY.

- (a) Fundamentally, rules regarding seniority are designed to give employees an equitable measure of security based on length of service with the Company.-
- (b) Upon completion of sixty (60) days' employment within any period of twelve (12) consecutive months, an employee shall be entitled to have his name placed on the seniority list. Employees shall be considered probationary employees until they become eligible for the seniority list, as above provided.
- (c) Employees on probationary period of sixty (60) days shall not be covered by this Agreement for the purpose of release, transfer, seniority or grievance on working conditions.-

- (d) The employee's names shall appear on the seniority list in the order of their respective date of hiring. The date of hiring of any employee placed on the seniority list after sixty (60) days' intermittent employment, within any period of twelve (12) consecutive months, shall be considered to be the date sixty (60) days prior to the date upon which he attains seniority.-
shall
- (e) Seniority be established and applied on a departmental basis by means of separate seniority lists for the following group classification of employees.-
- (i) All employees in the Montreal Branch Service Department and the various divisions thereof.
 - (ii) All employees of the Manufacturing Department and the various divisions thereof.
 - iii) All employees of the Parts Department and the various divisions thereof.-
- (f) The Company will supply the Union with one copy of each of the above mentioned seniority lists, which shall be revised every four (4) months by the Company.
- (g) When it is necessary to reduce the working force in any of the above mentioned departments, or group classifications, as outlined in Section (e) of this article, the following procedure shall apply:-
- (i) All probationary employees shall be laid off in the department or departments affected;
 - (ii) If further reductions are necessary, the employees with the least amount of seniority on the particular seniority list shall be laid off;-
 - (iii) The above procedure will apply only if other seniority employees remaining have the required capabilities, experience and willingness to perform the work that has to be done, otherwise an employee with lesser seniority shall be retained.-
- (h) Employees shall be returned to work, after a lay-off in the reverse order of lay-off.-
- (i) The Company shall give twenty-four (24) hours' notice of layoff to employees, and the list of the employees to be laid off to the Committeemen, as soon as possible before lay-off.-
- (j) Seniority rights shall cease for any employee who:
- i) Voluntarily quits the employ of the Company.
 - ii) Is discharged and is not later reinstated;
 - iii) Is absent for five (5) days unless he has a justifiable excuse.
 - iv) Fails to return to work within five (5) working days after notification to his address on record with the Company, unless he has a justifiable reason for such a failure.-
 - v) Employees with less than five (5) years' seniority who have been laid off for a period of twelve (12) consecutive months;
 - vi) Fails, unless he has a justifiable excuse to report on the first day following the expiration of a leave of absence;

(k) An employee covered by this Agreement, who is transferred to a classification not subject to this Agreement, or a supervisory position, shall be excluded from the coverage. In the event that he is subsequently transferred back to such position, such employee shall retain his seniority in the occupation from which he was transferred and will be credited with the seniority accumulated while working outside the confines of this Agreement. He shall take his place in the department according to such seniority.

(l) Any employee who returns to the employment of the Company after loss of seniority shall be a probationary employee and subject to the provisions of Sections (b) and (c).-

(m) When a vacancy or new job occurs within the bargaining unit, notice of such vacancy or new job shall be posted on the bulletin boards for a period of three (3) days.-

1. Applications to fill such vacancy or new job shall be made within the said three (3) days and applications shall be considered in accordance with the seniority of applicants.
11. Employees making application from the department involved shall have preference over employees in other departments of the plant.-

(n) In the event of an employee suffering a major disability exceptions may be made to the seniority provisions of this Agreement in favour of such employee, subject to the mutual decision of the plant Committee and the Company.-

(o) Ability and competency being equal, promotions and demotions within the bargaining unit shall be on the basis of seniority.-

(p) Notwithstanding their seniority status, Committeemen shall be continued at work with top seniority.-

(r) Committeemen shall have top seniority in their jurisdiction as long as work is available.-

(s) In the event of shifts being discontinued, the Committeeman having the highest seniority shall act.

ARTICLE 8

MILITARY SERVICE.

(a) An employee who left the employ of the Company and, directly thereafter, served in Her Majesty's Armed Forces in the war recently concluded, or drafted in a Government Department or a Government Supervised activity shall whenever applicable upon honourable discharge from said forces or release in good standing from such government service, if physically fit, be reinstated upon receipt by the Company of the applicable of such employee, within ninety (90) days of such discharge or termination of government service, as the case may be Seniority with respect to such individual, shall accumulated in his absence from the Company's employment for such purposes.-

(b) A person who has been a member of the Armed Forces of Canada, including the Merchant Marine, at any time since June 25th 1950 upon entering the service of the Company and subject to the condition of the probationary period, shall be given

immediate seniority equal to the length of time he served in the Forces and this constructive seniority shall be taken into account in his application for work, but this shall not entitle him on such entrance, to displace a person then in the Company's employ, except where the former was, at the time of his becoming a member of the Forces, a resident of the City of Montreal, Quebec and the latter was, immediately before his employment by the Company, a non-resident of that City. To obtain the benefit of this clause, the person applying shall do so within one year from his discharge from the forces and shall, at such time, present his discharge papers. There shall be attached to such papers a certificate by the Company showing the date when he was taken into the Company's service.

(c) Subject to the provisions of Government regulations, or in case of war, an employee who leaves the employment of the Company and directly enlists in, and serves with, the Armed Forces of Canada, shall upon honourable discharge, be reinstated upon receipt by the Company of application of such employee, within ninety (90) days of such discharge, for re-employment with the Company.-

(d) Seniority with respect to such individual shall accumulate during his absence from the Company's employment for such purpose.-

(e) It is further agreed that any advantages he would have enjoyed, had he not left the employment of the Company for such purpose, shall likewise accrue to such individual.-

(f) None of the terms of this Article shall apply where an employee, after discharge, has obtained employment with another employer and, after resigning or being discharged then applies for employment with the Company, under Section (c) (d) and (e) of this Article.-

ARTICLE 9.

NO DISCRIMINATION.

(a) The Company agrees that it will not discriminate in the hiring of employees or in their training up-grading, promotion, transfer, lay-off discipline, discharge or otherwise because of race, creed, colour, national origin, marital status or dependents of the employee.

(b) The Union agrees that it will not discriminate against, coerce, restrain, or influence any employee because of his membership or non-membership his activity or his lack of activity in any labour organization.-

ARTICLE 10.

LEAVE OF ABSENCE.

(a) An employee desiring leave of absence shall make application, in writing to the personnel department of the Company and the employee shall be notified as to the disposition of such application and a record kept by the said personnel department. The Company's decision shall be final with application and if granted, seniority shall accumulate during the period of such leave of absence.-

(b) Delegation for union business for the purpose of attending Union Conventions shall be considered a good cause for leave of absence in the case of two employees on not more than two (2) occasions in any year, and for periods of time not to exceed ten (10) working days on each occasion, and also in the case of those employees attending meetings of the Canadian District Councils of the UAW-CIO on not more than four (4) occasions in any year. Such meetings shall not entail leave of absence exceeding one and one half (1½) working days.-

(c) Upon application, the Company will grant a leave of absence to such of its employees who are elected or appointed to office in the International Union or the Local Union for a period of one (1) year, without loss of seniority, such leave of absence may be renewed from year to year with seniority accumulating. With the expiration of such leave of absence, the employee enjoying leave of absence, under this section shall be returned to his job or similar job in line with his seniority and shall receive the rate of pay prevailing for that job.-

ARTICLE 11.

WAGES.

Rates of pay and classifications shall be in accordance with Schedule "A" attached hereto.-

- a) Manufacturing Department.
- b) Service Department.
- c) Parts Department.-

ARTICLE 12. HOURS OF WORK, OVERTIME PAY, NIGHT SHIFT PREMIUMS.

(a) The regular work week shall be forty five (45) hours, consisting of five nine hour days Monday to Friday inclusive. All work performed in excess of nine (9) hours in any one working day shall be paid for at the rate of time-and-one half.-

(b) All work performed on Saturdays shall be paid for at the rate of time-and-one-half.-

(c) Overtime and extra time will be evenly distributed among those normally performing the work to be done.-

(d) A premium of ten (10) cents per hour shall be paid for all work performed on the second and third shifts.-

(e) An employee reporting for work but for whom no work is available in his regular occupation, will be paid three (3) hours' time at his regular rate, or will be given three (3) hours' work in another occupation, at his regular hourly rate, unless previously notified not to so report.-

(f) In the event an employee is called back to work after his regular working hours, after having left the premises, he will be paid a minimum of four (4) hours at his regular overtime rate, plus normal travelling expenses.-

ARTICLE 13.

STATUTORY HOLIDAYS.

(a) Employees shall be paid nine (9) hours' pay at their classified rate for the five (5) following holidays:-

- (1) New Year's Day
- (2) Good Friday
- (3) St. Jean Baptiste Day
- (4) Labour Day
- (5) Christmas Day.-

(b) Double time will be paid for all work performed on Sundays and the following holidays:

- (1) New Year's Day
- (2) Good Friday
- (3) St. Jean Baptiste Day
- (4) Dominion Day
- (5) Labour Day
- (6) Thanksgiving Day
- (7) Christmas Day.

(c) Should any of the above holidays fall during the vacation period of an employee, he shall be paid for such holiday at his regular hourly rate in addition to his vacation. An additional day of vacation shall be granted to the employee concerned, provided he has made arrangements for same prior to his vacation.-

(d) If any of the above holidays fall on a day which is not a regular working day, the employee shall not be paid, unless he is called upon to work on that day, payment to be made at double time, if worked.-

(e) Any day declared by statute or by decree as the day to be recognized as the above holidays, is also to be recognized by the Company.-

ARTICLE 14

VACATIONS.

(a) The vacation year shall be from May 1st to April 30th.-

(b) During the term of this Agreement, the Company will grant vacations with pay to all employees covered by this Agreement on the following basis:-

- i) One-half day's vacation with pay for each month of service up to the first year of service.
- ii) One week's vacation with pay after one year of service;
- iii) Two weeks' vacation with pay after five years of service.
- iv) Three week's vacation with pay after twenty five years of service.

ARTICLE 15

DEDUCTION OF UNION DUES.

(a) Any members of the Union who wishes the Company to deduct his Union Dues and pay them to the Union on his behalf may so advise the Company, in writing on any work day, Monday to Friday inclusive, within regular office hours and upon written request of each members employee, the Company agrees to deduct such Union Dues from such member employees once each month and to send this money to the Financial Secretary of the Union. The written request shall be in the following form.-

"I, the undersigned, request and authorize my employer to deduct from my first pay, at the beginning of each month the sum of Two Dollars and Fifty cents (\$2.50) and to remit same to the Financial Secretary Local 698, The International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (UAW CIO) CCL. such deduction shall continue until the expiration of the present Agreement unless and until I give notice to you, in writing, cancelling such authorization, such notice shall only be valid during the last.-

sixty (60) days of the period of this Agreement, which will be from August 3rd 1953 to October 3rd 1953 inclusive.-

The cancellation request shall be in the following forms:-

"I, hereby revoke the order given by me to my employer on date of _____ to deduct my Union Dues and to remit the same to the Financial Secretary of Local 698, The International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, (UAW-CIO) CCL.,

Shop Committeeman.

Employee.

Personnel Manager.

"The receipt of the Financial Secretary, Local 698, The International Union, United Automobile, Aircraft and Agricultural Implement Workers of America UAW-CIO) CCL., shall constitute a full receipt, release and discharge from my earnings, as authorized and directed herein."

ARTICLE 16.

BULLETIN BOARD.

A bulletin board will be provided by the Company for the use of the Union for posting notices thereon which must first be approved by the Company.

ARTICLE 17

INJURY ALLOWANCE.

An employee injured on the job shall be paid for the balance of his shift and if, as a result of such injury, the employee is sent home or to an outside hospital, transportation will be supplied by the Company.-

ARTICLE 18

HEALTH AND SAFETY.

The Company will make all reasonable provision for the safety and health of the Company's employees during the hours of their employment. Adequate protective devices, wearing apparel and other equipment necessary to protect properly employees from injury shall be provided by the Company and the Union will cooperate with the Company in seeing that such protective devices, wearing apparel and equipment are properly used.-

ARTICLE 19

NO STRIKES NO LOCKOUTS.

(a) In view of the orderly procedure established by this agreement for the settling of dispute and the handling of grievances, the Union agrees that, during the life of this Agreement, there shall be no strikes, sitdown, slowdown or stoppage of work, either complete or partial, and the Company agrees that there shall be no lockout.-

(b) The Company shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike stoppage sitdown or slowdown.-

ARTICLE 20. CESSATION OF OPERATIONS, PROTECTION OF PLANT.-

(a) In the event of cessation of operations due to any cause whatsoever, it is specifically agreed that the Company's property will be protected by the continuance at work of all mechanics and electricians looking after fire protection equipment, watchmen, power house employees and office staff, all of whom shall be designated by the Company. It is moreover agreed that, in the event last mentioned, there shall likewise be no interference with any of the other employees of the Company who are designated herein as part of the management of the Company.-

(b) The Company shall, within thirty (30) days after the signing of this Agreement, supply the Union with a list of the above designated employees.-

ARTICLE 21. MEDICAL EXAMINATION.

In the interests both of the Company and its employees, present and future it is her by agreed that, as from the coming into force of the present Agreement all present employees covered by the said Agreement, and all persons seeking employment with the Company in the future, shall, as and when required by the Company undergo medical examination by the Company's Medical Doctor whose certificate of good health shall be a condition required for the continuation of, or precedent to, employment by the Company or transfer to other work, as the case may be.

ARTICLE 22. MEETINGS.

(a) There shall be a Meeting of the Company's representatives and the Union's Plant Committee at the Plant Office during the first week in each month, for the purpose of discussing matters of mutual interest within the scope of the present Agreement.-

(b) It is understood that the Company may bring forward, at any Meeting so held with the Plant Committee, any complaints which it may have with respect to the conduct of the Union, its officers of the Plant Committeemen.

ARTICLE 23. GENERAL.

(a) The Chairman of the Plant Committee, during his regular shift, shall be allowed to consult with the members of such Committee on any grievance and, upon receipt of permission, have access to all parts of the plant to investigate grievances.-

(b) The Chairman and Members of the Shop Committee shall not, so long as such employees retain said office, be required by the Company to work on any shift, the regular time of which is later than six (6) p.m.-

(c) The Company will allow a period of five (5) minutes for the purpose of washing-up and putting away tools, immediately prior to the end of the first half and the last half of the shift.-

(d) Employees engaged in dirty work, such as designated on list to be supplied by the Company, shall be allowed ten (10) minutes, immediately prior to the end of the last of the shift.

ARTICLE 24.

UNIFORMS.

In cases where employees are required by the Company to wear a uniform or overalls, such uniform or overalls shall be supplied free by the Company. Uniforms and overalls must be kept clean and in good condition, in accordance with the standards required by the Company which will pay one half of the cost of laundry and repair charges required in the circumstances.-

ARTICLE 25.

DURATION OF AGREEMENT.

(a) The contracting parties agree to abide by the terms of this Agreement for a period of one year and from year to year thereafter, unless either one of the signatory parties, desiring a change or cancellation of this Agreement, gives sixty (60) days' notice, in writing, to the other party, prior to the expiration date of the Agreement.-

(b) If notice of desire to terminate or to amend shall be given, as above, negotiations for the new or amended Agreement, shall begin not later than sixty (60) days prior to the expiration of the current yearly period and shall continue until an Agreement has been reached and, during such negotiations, this Agreement shall remain in full force and effect, provided however, that if negotiations continue beyond the termination of the annual period, such negotiations shall continue as mutually agreed upon.-

IN WITNESS WHEREOF the parties hereto have cause this Agreement, to be signed by their duly authorized representatives on this third day of October 1952.-

THE WHITE MOTOR COMPANY.
OF CANADA LIMITED.

the INTERNATIONAL UNION, UNITED AUTOMOBILE AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA.
(UAW-CIO) CCL., Local 698.

John E. illisible.

W. Kechten.

unreadable signature
Shop Chairman.

M.E. Dubcau.
Committeeman.

PARTY OF THE FIRST PART.

PARTY OF THE SECOND PART.
The INTERNATIONAL UNION, UNITED AUTOMOBILE AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW-CIO)

D. Archambault.
International Representative.

SCHEDULE "A" (REVISED Dec. 1. 1952.)

LABOUR AGREEMENT dated OCTOBER 3rd 1952.

THE WHITE MOTOR COMPANY OF CANADA LIMITED.
and
INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT
AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA.
(UAW-CIO) CCL. LOCAL 698.-

DEPARTMENTAL CLASSIFICATION AND HOURLY WAGE RATES.

(a) MANUFACTURING DEPARTMENT.

<u>Classification</u>		<u>Minimum</u>	<u>Intermediate</u>	<u>Maximum</u>
Assy. Line Opers.	1st class	1.10	1.35	1.44
	2nd class	1.00	1.10	1.27
Brake Assemblers.	1st class	1.10	1.35	1.44
Cab Assemblers	1st Class	1.10	1.35	1.39
	2nd class	1.00	1.10	1.33
Cab Bodywork	1st class	1.15	1.40	1.49
	2nd class	1.05	1.15	1.33
Cab Finishers	1st class	1.10	1.30	1.39
	2nd class	1.00	1.10	1.28
Frame Assemblers	1st class	1.10	1.35	1.44
	2nd class	1.00	1.10	1.27
Inspectors	1st class	1.20	1.35	1.53
	2nd class	1.05	1.15	1.21
Labourers		1.00	1.10	1.17
Machinists	1st class	1.20	1.45	1.60
Machine Operators	1st class	1.10	1.35	1.49
	2nd class	1.00	1.10	1.30
Receivers		1.00	1.25	1.33
Sanders Cleaners		1.00	1.15	1.33
Shippers		1.00	1.25	1.33
Spray Painters	1st class	1.10	1.37	1.44
	2nd class	1.00	1.10	1.37
Truckers		1.00	1.25	1.33
Welders	1st class	1.20	1.50	1.55
	2nd class	1.10	1.35	1.49
	3rd class	1.00	1.10	1.33

N.B. Maximum column also embodies rates for "Set Up" "Layout" and "Group Leaders."

DEPARTMENTAL CLASSIFICATION AND HOURLY WAGE RATES.(b) SERVICE DEPARTMENT.DAY SHIFT APPRENTICES.

	<u>Minimum</u>	<u>Maximum.</u>
1st six months	.55	.90
2nd six months	.65	1.00
2nd year	.75	1.10
3rd year	.90	1.15

DAY SHIFT JOURNEYMEN:

3rd class	1.15	1.30
2nd class	1.30	1.50
1st class	1.50	1.75

(c) PARTS DEPARTMENTS.

Dependint on ability and previous experience.

Beginners	.85	.95
6 months	.95	1.05
1 year	1.05	1.15
2years	1.15	1.25
3 years	1.25	1.35

AN ADDITIONAL 10¢ per hour premium to be added to the foregoing rates for all employees engaged on night shifts.

LABOUR AGREEMENT dated OCTOBER 3rd 1952.

THE WHITE MOTOR COMPANY OF CANADA LIMITED.

and

INTERNATIONAL UNION, UNITED AUTOMOBILE AIRCRAFT
AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA,
(UAW- CIO) CCL Local 698.

EXTRACT.....
ARTICLE 23 (d)

Employees engaged in dirty work, such as designated
on list to be supplied by the Company shall be allowed
ten (10) minutes, immediately prior to the end of the
last half of the shift.-

MANUFACTURING DIVISION

10 minutes for Spray Painters.

In the case of undercoaters, no time is specified as
they are allowed to wash up immediately upon completing
that type of work.

SERVICE DIVISION.

10 minutes for Painters, Undercoaters and Steam Rack
Attendants.