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CHANDLER TUBE & STEEL
PRODUCTS

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AGREEMENT

Between

CANADIAN TUBE & STEEL PRODUCTS LIMITED

and

UNITED STEELWORKERS OF AMERICA, C.I.O.

Local Union No. 2423.

1954/1956

19/4649

P R E A M B L E

(A) - This agreement dated May 7th 1954, is entered into between Canadian Tube & Steel Products Limited (hereinafter referred to as the Company) and the United Steelworkers of America, C.I.O. Local Union No.2423 (hereinafter called the Union) who have been certified to act on behalf of the employees of the Company under the Quebec Labour Relations Act certification of June 20th 1945.

(B) - It is the intent and purpose of the parties hereto that this agreement will promote and improve industrial and economic relationship between the employee concerned and the Company and to set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment, to be observed between the parties hereto.

(C) - The term "employees" as used in this agreement shall not include Foremen, Rollers, Chemists, Melters, Guards, or any salaried or confidential employees. It is agreed that a man shall be classed as a confidential employee and therefore excluded from the agreement, who:

- 1 - Does work of a confidential nature.
- 2 - Has access to information which is not available on request to the public or other employees.
- 3 - Has occasion to certify to or on behalf of the Company, particulars of goods disposed of or rendered to or by the Company, or by persons other than employees.

MANAGEMENT

(A) - The management of works and the direction of the working forces, including the right to hire, suspend or discharge for proper cause, and the right to relieve employees from duty because of lack of work and for other legitimate purposes, is vested exclusively in the Company.

(B) - In the case of re-hiring after lay-off on account of lack of work, or relieving employees from duty for reason of lack of work and for other legitimate purposes, or transfer of employees from one department to another, the rules set forth in Seniority clause will govern.

(C) - The right to select employees for positions as foremen or other supervisory jobs is vested exclusively in the Company.

RECOGNITION

(A) - The Company recognizes the Union as the Certified Collective Bargaining Agency for the employees of the Company.

(B) - The Company recognizes and will not interfere with the rights of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Company, or any of its agents against any member because of membership in the Union. The Union agrees not to intimidate or coerce employees into membership and also not to solicit membership or distribute propaganda or transact any other business of the Union on the Company's time other than as provided in this agreement.

(C) - The Company agrees that there shall be no different treatment in the matter of wages, hours and working conditions, between employees who are members of the Union and those who are not.

(D) - The Company agrees that during the life of the agreement the Company will not recognize any Collective Bargaining Agency other than the United Steelworkers of America, C.I.O. Local 2423.

HOURS OF LABOUR

(A) - It is understood and agreed by the parties hereto that should circumstances arise that would necessitate extra hours to be worked, no changes in the hours of work shall be made unless it is mutually agreed upon.

(B) - Day Workers:

- 1) Hours of work;
This term shall have reference to and include employees working forty (40) hours per week on non-continuous operations.

For these employees the hours shall be from 7:00 A.M. to 3:30 P.M. Monday to Friday inclusive.

An exception to the above will be the Traffic Trucking Department City Drivers, where hours of work shall be 8:00 A.M. to 4:30 P.M.

The working hours for day workers shall be exclusive of lunch period, and such lunch period shall be one half (1/2) hour from 12 o'clock noon to 12:30 P.M.

(C) - Shift Workers:

- 1) Hours of work;
This term shall have reference to and include employees working eight (8) hours per day on continuous operations.

The standard work week for these employees shall be forty (40) hours per week.

Hours of work to be 7:00 A.M. to 3:00 P.M. - 3:00 P.M. to 11:00 P.M. - 11:00 P.M. to 7:00 A.M. Monday to Friday inclusive.

Where continuous operations are called on eight (8) or sixteen (16) hours per day, suitable schedules will be mutually agreed upon.

HOURS OF LABOUR Cont'd.

On continuous operating jobs the working hours shall be inclusive of lunch period.

Shifts alternate rotating forward.

Where men are required throughout the weekend such as, Foremen, Heaters, etc., then the regular shifts from 7:00 A.M. to 3:00 P.M. - 3:00 P.M. to 11:00 P.M. - 11:00 P.M. to 7:00 A.M. will constitute the working hours.

(D) - Time and one-half shall be paid for time worked in excess of standard daily work hours, as stated in the preceding clauses "B and C" in the different departments.

The hours between 7:00 A.M. Saturday to 7:00 A.M. Monday will be paid for at the rate of time and one-half.

(E) - The regular week for determining payroll shall be the period of time between 7:00 A.M. Monday and 7:00 A.M. the following Monday.

(F) Any employee reporting for work at the beginning of his regular shift, who has not been previously advised that his services are not required in his usual occupation, will be offered such work as is available, but, if no work is available and he is sent home by the foreman he shall be paid for three (3) hours at his usual hourly rate. Time worked by maintenance men who are called out on a breakdown job shall be classed as overtime, shall be paid at the rate of time and one-half and the employee shall be paid a minimum of five (5) hours

HOURS OF LABOUR Cont'd.

straight time.

(G) - If an employee or group of employees is required to work overtime and desires to go home for supper he will be allowed one (1) hour at straight time rate providing said overtime is in excess of three (3) hours, but if he elects to work straight through the supper period he will be paid at the regular rate plus one-half such regular rate.

RATES OF WAGES

SECTION 1.

The wage scale during the term of this agreement shall be the wage scale in effect November 7th 1952, amended as follows:

- a) Each employee shall receive two (2) cents per hour for all hours worked from August 7th 1953, and an additional three (3) cents per hour for all hours worked from May 7th 1954 until December 6th 1954.
- b) Effective 7:00 A.M. December 6th 1954 the five (5) cents will be incorporated in the wage rates and the basic wage rate will be \$1.37 per hour. Upon the introduction of the standard hourly wage scale the standard hourly wage rate for job class 1 (the lowest rated job) will be \$1.37/hour and progressing upward from that point from job class to job class by equal increments of four (4) cents per hour each.

SECTION 2.

The Procedural Agreement dated January 20th 1953 covering the job classification and wage inequities program is hereby extended until the expiry date of this agreement or unless and until superseded by the wage administrative agreement.

It is understood and agreed that insofar as any provision in such procedural agreement is specifically in conflict with any of the provisions of this agreement the provisions of the procedural agreement shall prevail.

SECTION 3.

Should it be necessary, due to installation of new equipment or changes in operating procedure, to establish new wage rates for jobs connected with such equipment, or affected by such changes in operating procedure, these rates shall be determined by the Company's established method of Job Classification and Time Study. The Local Union 2423 shall be notified when new rates are being established.

SECTION 4.

It is agreed where an employee is assigned temporarily to perform work in a classification paying a lower rate than his own, he shall be paid his regular rate providing that his regular occupation is required in operation. If an employee is assigned temporarily or permanently to perform work in a classification paying a higher rate than his own he shall be paid the rate of the higher classification for such time as he is employed in the higher classification.

The word "Temporary" in this paragraph shall mean less than one-half (1/2) a shift.

SECTION 5.

Effective December 6th 1954, employees who work their regular scheduled shift 3:00 P.M. Monday to 11:00 P.M. Friday, will be paid a shift premium of five (5) cents per hour.

Effective December 6th 1954, employees who work their regular scheduled shift 11:00 P.M. Monday to 7:00 A.M. Saturday, will be paid a shift premium of seven (7) cents per hour.

In no case will shift premium be paid for at an overtime rate nor will they be added to the base hourly rate for the purpose of calculating incentive earnings.

SECTION 6.

All employees shall be paid once each week.

VACATIONS WITH PAY

(A) - It is understood and agreed that an employee with less than one (1) year's continuous service will be granted one-half (1/2) day for each full calendar month in which he has been continuously in the employ of the Company. This vacation pay will be calculated at the rate of two (2) per cent of wages earned during the period of service entitling him to his vacation.

(B) - It is also agreed that one (1) week's vacation with pay will be granted to those employees who have completed twelve (12) months continuous service prior to May 1st 1954 and one (1) additional day to those employees with two (2) years continuous service. Two (2) weeks vacation with pay will be granted to those employees who have completed three (3) or more years continuous service prior to May 1st 1954. Three (3) weeks vacation with pay will be granted to those employees who have completed fifteen (15) or more years continuous service prior to May 1st 1954.

(C) - The granting of vacations, as listed in the preceding clauses "A" and "B" shall be subject to the following conditions:

- i) Vacations will only be granted to those employees who have not been absent from work more than fourteen (14) standard working days during the period entitling them to their vacation.

In case of leave of absence or lost time on account of hospitalization, time lost will not be counted as absenteeism.

- ii) Vacations will be granted at a time convenient to the Company during the months of June, July and August unless otherwise mutually agreed upon.

VACATION WIFE PAY Cont'd.

- iii) Vacation pay for each week of the vacation period shall be equal to two (2) per cent of the wages earned during the period of service entitling him to his vacation - namely, May 1st 1954 to April 30th 1955.
- iv) Vacation pay will not be allowed for vacations granted and not taken by the employee.

STATUTORY HOLIDAYS

The following days shall be considered Statutory Holidays:

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

Payment will be made subject to the following conditions:

(A) - Any hourly rated employee who does not work on any such holiday, but who has worked the day preceding and who works the day following, or has been granted a specific holiday leave of absence, will be paid on the basis of his average earnings for the week preceding the holiday.

(B) - Time worked by employees on the days that are designated in this agreement as Statutory Holidays shall be paid for at twice the straight time hourly rate.

(C) - Employees whose vacation period includes a Statutory Holiday with pay shall be entitled to one additional day of vacation.

(D) - The standard working day on which the Statutory Holiday is celebrated is defined as the scheduled working hours between 7:00 A.M. on the day of such holiday and 7:00 A.M. on the day following such holiday, unless some other twenty-four (24) hour period is mutually agreed upon.

(E) - Probationary employees will not be entitled to pay for Statutory Holidays.

SENIORITY

SECTION 1.

- A. The term "Seniority" as used herein shall have reference to an employee's right to a job and shall be based upon:
- i) Ability to efficiently fulfill the job requirements as shown by Company records.
 - ii) Length of continuous service.
- B. 1. The term "Company records" will have reference to attendance sheet, merit ratings, offence slips and other such reports as may be included in the employee's file.
2. Employee's merit rating as used herein, is written evidence of supervision's judgment of an individual as an employee of the Company and is passed upon by the Foreman and Department Head. In making a "merit rating" consideration is given to the employee's ability to do the operation, his speed in doing the operation, his regularity of attendance and the extent to which he can be trusted to follow instructions, remain on the job, and get along satisfactorily with his fellow workers.
- C. Length of continuous service will be taken into consideration only when ability to fulfill the job requirements are relatively equal between two or more employees.

SECTION 2.

Seniority applies to trade or craft jobs, maintenance jobs, production jobs and other such hourly rated employees who are governed by the rate, time and operation system.

- A. Excepting employees who, as members of the armed forces shall, under the provisions of the reinstatement in Civil Employment Act of 1942 and its amendments, be entitled to have their length of service in the armed forces and shall, subject to the provisions of the Act, be entitled to reinstatement with the Company on the basis of such length of service.

SECTION 3.

Seniority applies on a Sectional, Departmental and Plant-wide basis, which are:

A.

No.1	Wire Mill	Low Carbon, Hi-Carbon, Screw, Bundling and Shipping.
No.2	Rolling Mill	10" Mill, 18" Mill, Finishing, Billet Yard, Reinforcing, Roll Shop.
No.3	Electric Steel Plant	Scrap Yard, Melt Shop.
No.4	Pipe Mill	Rolling, Finishing, Galvanizing, Nipple, Punch & Press, Packing and Shipping.
No.5	Bolt & Nut	Cold Press, Hot Forge, Finishing, Galvanizing, Packing and Shipping.
No.6	Mechanical and Service Department	Machine Shop, Service Maintenance, Steam Power, General Yard.
No.7	Electrical Department	
No.8	Fence Department	
No.9	Traffic	General Yard, Trucking.
No.10	Dosco Warehouse	
No.11	Metallurgical	

B. Seniority applies in cases of promotion, demotion, transfer, increase or decrease of the working force, and re-hiring after lay-off.

C. Disability. Men disabled in the Company's service or incapacitated by reason of age or infirmity may, at the discretion of the Company, be exempted from the provisions of the seniority rules and be given the preference of such work as they are capable of performing.

SECTION 4.

Length of Service.

- A. Length of service shall be the actual time an employee has worked for the Company, and computed in terms of months and years only.
- B. New employees of the Company shall be considered probationary employees until they have completed three (3) months actual service, after which time such service shall be credited to their seniority.

SECTION 5.

Loss of Seniority.

An employee will lose his seniority if continuous service is interrupted by such actions as:

- a) Going on strike.
The term "strike", as used herein, shall have reference to an employee not having first completely availed himself of the procedure set forth in this agreement for adjustment of grievances.
- b) Giving a definite quit.
The term "definite quit", as used herein, shall have reference to an employee having notified the Personnel Department of his intention to leave the Company's employ and receiving his Unemployment Insurance Book.
- c) Failing to report to work within five (5) working days after the termination of a leave of absence.
The term "leave of absence" as used herein, shall have reference to an employee having been granted a leave of absence, the granting of which will be at the discretion of the Company and shall be in writing. Copy to be forwarded to Local Union No. 2423.
- d) Giving cause for discharge, subject to a right to demand a review of his discharge within seven (7) consecutive days. If reinstated his seniority rights shall be restored.
The term "cause for discharge" as used herein, shall be reference to an employee's refusal to recognize that retaining his job is contingent upon good behaviour, efficiency and honesty.
- e) Failing to report to work within five (5) days after being recalled from lay-off through registered mail notice to the last address appearing on the Personnel records.

- f) Absence for more than five (5) consecutive working days without notifying the foreman or Personnel Department.
- g) Absence for a period exceeding twelve (12) months on account of disability, except with the written consent of the Company unless regularly reported and checked by the Company Doctor.
- h) When an employee has been laid off and rehired, his service shall include service prior to such lay-off if:
 - a) In the case of an employee with less than three (3) years service at the date of lay-off, he is rehired within one (1) year. In such case, the first six (6) months of the lay-off will be included with his prior service, provided he had at least one (1) year service at the date of lay-off: Employees with less than one (1) year service at the date of lay-off shall retain their present service upon being rehired.
 - b) In the case of an employee with three (3) years or more service at the date of lay-off, he is rehired within two (2) years, in such case the first twelve (12) months of lay-off will be included with his prior service.

SECTION 6.

Lay-off Procedure:

- A. Lay-off due to lack of work shall be applied in the following order:
 - a) Labourers, feeders, helpers, on a basis of seniority.
 - b) Operators, plant maintenance men, tradesmen, on a basis of seniority.
- B. The following steps shall apply:
 - i) Release from employment of probationary employees in the section affected.
 - ii) Release from employment of probationary employees in the department of which the affected section is a part.
 - iii) Release from employment of probationary employees on a plant-wide basis.
 - iv) In the section affected employees having up to two (2) years service.
 - v) In the department of which the affected section is a part, employees with up to two (2) years service.

SECTION 6. Cont'd.

- vi) In the other departments of the works, employees with up to one (1) year service.
- vii) In the section affected, employees having up to three (3) years service.
- viii) In the department of which the affected section is a part, employees with up to three (3) years service.
- ix) In the other departments of the works, employees with up to two (2) years service.
- x) Progressively increasing by one year service the steps applied in (vii), (viii), (ix) above respectively will be continued until the required reduction of the work force has been completed.

C. These steps to be followed provided that an employee shall not be released (as provided in the preceding paragraphs A and B) so that a senior employee can be transferred to his job in lieu of lay-off unless at the time of transfer, the senior employee can satisfactorily perform the job of the employee to be released and is willing to accept the rate of the new job.

However, notwithstanding the foregoing lay-off Procedure, it is understood that in the case of a new section or department starting up where the attaining of efficient operation is essential, that probationary employees in such sections or departments will not be affected by lay-offs in other sections or departments.

D. Seniority in connection with promotions, demotions and the increase or decrease of forces shall be on a departmental basis; except that in the event that employees are to be permanently separated from employment because of changes of methods of operation or because of depressed business conditions, the parties hereto shall review the status of the employee or employees to be affected with a view to finding an acceptable solution for any problem which arises; such review will consider the above mentioned steps in the order shown toward the necessary reduction in working forces so that senior employees may be retained.

E. The above procedure in Section 6 shall not apply to temporary lay-off.

SECTION 7.

Transfers:

- (A) Notwithstanding the provisions of Section 6, a tradesman shall have the right to transfer within his department or section to any operation included in his trade, and any operator shall have a right to transfer within his department or section to any operation included in his trade, and any operator shall have a right to transfer within his department or a section to the operation of helper, in each case on the basis of seniority.
- (B) An employee laid off from one operation due to lack of work shall have the right on the basis of seniority to transfer to another operation in which he had previously worked provided he had reached the classification of operator and a satisfactory merit rating when he left such operation. However, if such employee fails within a period of fifteen (15) days to demonstrate a satisfactory ability to perform the work required of an operator he shall be subject to lay-off from the Company without further opportunity.
- (C) If an employee who has been laid off from one operation and being offered work on another operation refuses, he shall not thereby lose his seniority.
- (D) If an employee is reduced in rank from any supervisory occupation to a position within the bargaining unit, he shall not forfeit any service credit, but shall be entitled to credit for his full service with the Company, including all the time he worked in a supervisory occupation.
- (E) In the event of an increase in staff in any operation, the Company shall be entitled to transfer any employee to such operation provided that he had as much seniority as any former employee entitled to be recalled to such operation.
- (F) When (at the Company's request) an employee is transferred from one department or section to another for any reason, there shall be no loss of length of service nor shall he lose his seniority in the previous department or section until completion of six (6) months in the new department or section.

SECTION 8.

Re-Hiring Procedure:

- (A) In the event that it is necessary to re-hire to any operation the following order shall be adopted, wherever possible:
- 1) Former tradesmen, plant maintenance men and operators on the basis of seniority.
 - 11) Former helpers, feeders and labourers on the basis of seniority.
- (B) In the case of re-hiring, the last laid off in a section shall be the first to be recalled to that section. However, should there be vacancies in other departments such vacancies will not be permanently filled by new employees until employees on the seniority list of Canadian Tube & Steel Products Limited who are not employed at the time the vacancy occurs and are subject to the provisions of Section 6 shall be given an opportunity to fill any vacancy in the plant for which they are qualified.
- (C) The right of preference of former employees to be recalled shall apply to all operations performed by them during their employ and which, in the opinion of the Company, they can perform with a satisfactory merit rating.
- (D) Employees entitled to be recalled shall be notified through the Local Union 2425, or by registered letter sent to their last known address. Employees so notified are requested to communicate with the Personnel Department immediately.

SECTION 9.

Promotion Procedure:

- A. When the job of a tradesman, an operator or helper becomes vacant such job shall be posted upon the notice board of the department concerned for a period of seven (7) calendar days and such job will be filled from applications received on a basis of seniority. However, it is understood by the parties hereto that such vacancies may be filled on a temporary basis in order that production schedules may not be interrupted until such promotion has been determined.
- B. Any employee may decline a promotion at any time without affecting his future seniority standing. He will not, however, having once declined promotion, be able to claim seniority over the employee who is promoted in his place in any future job promotion. If an employee does not make application for a job posted, then he shall not be able to contest seniority in future promotions over the employee who applied for the vacancy and was accepted for the job posted. However, it shall not be considered a refusal of promotion if an employee does not make application for any job posted because of not being able to apply through sickness or some other justifiable absence as defined under Section 6 of this Agreement.

SECTION 10.

Deviations. Any deviation from existing seniority rules and regulations shall be made the subject of a conference between the Union's representatives and the Company.

SECTION 11.

In order to protect their seniority rights, employees who have been laid off must advise the Employment Office of any change of address, in writing. Copy of such change will be forwarded to Local Union 2423.

SECTION 12.

Executive Officers and Chief Stewards of Local 2423 who are employees of the Company will be given preferential service during a lay-off for the purpose of carrying on their Union duties provided that any such Officers and Chief Stewards can satisfactorily perform the jobs available (subject to the right of receiving 15 days training on the new job) during such lay-off and provided further that the total number of Union Officers and Chief Stewards granted such service will not exceed six (6).

A list of Executive Officers and Chief Stewards shall be furnished to the Company.

ADJUSTMENT OF GRIEVANCES

Should differences arise between the Company and the Union, or its members employed by the Company, as to the meaning and application of provisions of this agreement, there shall be no suspension of work on account of such differences or grievances, but an earnest effort shall be made to settle such differences or grievances immediately in the following manner:

- a) Any member or members of the Union having a grievance will take the matter up with his foreman. Such member or members may, if so desired, be accompanied by a member of the Department Grievance Committee.
- b) Failing settlement within a reasonable time, the employees, accompanied by a member of the Department Grievance Committee, shall take the matter to the Department Superintendent.
- c) Failing settlement, the Grievance Committee shall report in writing, to the Plant Chief Steward who, accompanied by the Plant Grievance Committee composed of three (3) members, shall discuss the matter with the Works Manager or his authorized representative.
- d) Failing settlement, the matter shall be referred to the Representative of the International Union, who, accompanied by three (3) members of the Executive Committee and the Plant Chief Steward, shall confer with the General Manager, or his representative.
- e) It is the intent of the Company and the Union to use all means to settle a dispute without resorting to a lockout or strike. Therefore, it is agreed that any difference not finally settled by the above procedure shall be referred to the Provincial Department of Labour.
- f) The duties of the Department Grievance Committee shall be confined to settlement of grievances arising in their department by discussion with the Department foreman and Superintendent. No member of the Union Executive or any member of a Department Committee shall leave his place of duty during working hours, without notice to, and permission from his Department Superintendent, or his authorized representative.
- g) Members of the Union Executive or Department Committee will be afforded such time off, without pay, that may be required to conduct Union business. Meetings between the Union Executive, and the General Manager or his authorized representative, if there is any business to be transacted, shall be held on the last Friday of each month between the hours of 3:30 P.M. and 5:00 P.M. However, the matters that cannot be reasonably delayed until the time of the next meeting may be presented by calling a special meeting.

VOLUNTARY CHECK - OFF OF UNION DUES

- (a) The Company agrees that it will deduct from the earnings of an employee, in each month, the amount of Union dues which it is so authorized to collect by the signature of the employee to the form of authorization, hereinafter set forth, and will remit that amount of deduction to the Financial Secretary of the Local Union 2423 within 15 days of the deduction.
- (B) The form of authorization is as follows:
- "I, the undersigned employee of Canadian Tube & Steel Products Limited, as a member of the United Steelworkers of America, Local No. 2423, do, of my own free will and accord, hereby authorize and direct Canadian Tube & Steel Products Limited to deduct monthly from my earnings accumulated to my credit the sum of three (\$3.00) dollars for Union dues and to pay the amount so deducted from my earnings to the Financial Secretary of Local Union No. 2423, United Steelworkers of America, C.I.O. whose receipt therefor shall be a release and discharge to the Canadian Tube & Steel Products Limited for the amount so deducted from my earnings."
- (C) This authorization shall be valid and effectual for the duration of the General Agreement on Working Conditions between Canadian Tube & Steel Products Limited and United Steelworkers of America, Local No. 2423, or any renewal or amendment thereof.
- (D) It is understood notification to discontinue the deduction can be given to the Company, in writing, during the thirty (30) day period prior to the expiration of the contract or any renewal thereof.

SAFETY AND HEALTH

The Company shall make reasonable provisions for the safety and health of its employees at the works during hours of employment. In cases where special protective devices or wearing apparel are required by law for the protection of employees, the same shall be supplied by the Company free of cost. The employee will be charged for loss, through neglect or wilful damage, to said protective devices or wearing apparel.

CHANGES IN EQUIPMENT

The Company reserves the right to improve present equipment, or processes, or to install new equipment either as a substitute for, or in addition to, present equipment in any part of the works.

The Company agrees to place any employee displaced by such action on other work in accordance with the seniority clause.

LEAVE OF ABSENCE
AND
RE-EMPLOYMENT OF UNION OFFICIALS

- A. The Company will grant reasonable leave of absence, without pay, to delegates of the Union when necessary for the transaction of Union Business.
- B. Any employee elected as a full time Union Official shall be given six (6) months' leave of absence and shall be given special consideration as to re-employment upon termination of his term of office and leave of absence. If at such time there is a position open to which he is suited, due to his ability and experience, he shall be given preference over other applicants.

DISABILITY OF EMPLOYEES

Men not capable of performing their regular duties by reason of age, or infirmity, may at the Company's discretion, be given the preference of such work as they are capable of doing, and at a rate of wages not less than the minimum specified for the operation performed. Thirty days notice shall be given to the employees before the new rate becomes effective.

OBLIGATIONS

- A. The Union undertakes to co-operate with any Management Labour Production Committee formed under the auspices of the Industrial Production Board of the Federal Government of Labour Scheme, and will support the enforcement of Company rules and regulations on the part of the employees covered by this agreement.
- B. During the term of this agreement, the Company agrees that there shall be no lockout and the Union agrees that if during the life of this agreement, or any renewal thereof, the Union or any of its officers or members authorize, instigate, support or participate in any strike, slowdown, stoppage of work or interference with production which takes place contrary to law or in violation of this agreement or any term or condition thereof, the Company may:
- Treat this agreement and every term and condition thereof as cancelled and of no further force or effect and refuse to deal further with the Union as the Bargaining Representative of its employees.
- C. All provisions and terms of this agreement are hereto mutually agreed to, by, and between, the Canadian Tube & Steel Products Limited and all members of the United Steelworkers of America, C.I.O. Local Union 2423, and signed by the representatives of the parties hereto who have been duly authorized to execute same on behalf of the Canadian Tube & Steel Products Limited, and on behalf of the United Steelworkers of America, C.I.O. Local Union 2423 respectively.
- D. It is agreed that the fulfilment of this agreement and that of any subsequent or supplementary joint agreements entered into shall be fully observed by the United Steelworkers of America, C.I.O. and the Officers of Local Union 2423 United Steelworkers of America, C.I.O. and the Company, and it is their duty to see that such agreements are carried out both in the letter and the spirit.

EXPIRATION OF AGREEMENT

This agreement is in effect from May 7th 1954 and will continue in full force and effect to May 7th 1956.

If the parties desire to continue the present agreement with or without amendments, notification, in writing, shall be served by either of the parties hereto not earlier than sixty (60) days or not later than thirty (30) days prior to the expiration date of this agreement.

Upon receipt of such notification the parties hereto agree to meet within thirty (30) days with the object of adjusting any matters requiring attention in the present agreement or to make a new agreement.

Signed on behalf of the employees of the Company who are members of Local 2423, United Steelworkers of America, C.I.O.

H. Murray
International Representative

Jerry Langlois
President of Local 2423

M. O'Brien
Vice President of Local 2423

A. DePute
FIN Secretary of Local 2423

M. Poirier
Treasurer of Local 2423

A. Reid

Signed on behalf of Canadian Tube & Steel Products Limited,

L. M. Fulton
General Manager

J. J. Dutton
Assistant to General Manager

A. F. McLean
Works Manager

John J. J. J. J.
Assistant Works Manager

A. J. Cannon
Employment Officer

This agreement was signed December 7th 1954.

Signed on behalf of the employees of the Company who are members of Local 2423, United Steelworkers of America, C.I.O.

W. Hanna
International Representative

Jerry Langlois
President of Local 2423

M. O'Brien
Vice President of Local 2423

A. DePietis
F.N. Secretary of Local 2423

M. Poirier
Treasurer of Local 2423

A. Reid

Signed on behalf of Canadian Tube & Steel Products Limited,

L. M. Fulton
General Manager

G. J. Kelly
Assistant to General Manager

A. S. Vein
Works Manager

John Jopling
Assistant Works Manager

G. Cannon
Employment Officer

This agreement was signed December 7th 1954.

11

SUPPLEMENT TO AGREEMENT
BETWEEN
CANADIAN TUBE & STEEL PRODUCTS LIMITED
AND
LOCAL UNION 2423 UNITED STEELWORKERS OF AMERICA, CIO
DATED NOVEMBER 7, 1950

It is hereby agreed that the following provisions shall be added to and become part of that agreement signed by Local Union 2423 United Steelworkers of America, CIO, and Canadian Tube & Steel Products Limited, dated November 7, 1950.

1. - RATES OF WAGES

Effective July 30, 1951 hourly wage rates shall be increased by ten cents (10¢) per hour and incentive rates shall be adjusted to maintain the standard percentage incentive.

2. - COST OF LIVING BONUS

Cost of Living Bonus will be calculated on the basis of one cent (1¢) per hour for each 1.3 change in the Cost of Living Index for the Dominion of Canada, as published by the Dominion Bureau of Statistics. The base Cost of Living Index will be 184.1 (June cost of living index as reported at the 1st, of July.)

Adjustments in the Cost of Living Bonus, due to variations in the cost of Living Index, will be made at the end of each three month period and shall not be retroactive, but shall remain in effect until the next date for adjustment.

3. - VACATIONS WITH PAY

Paragraph B- Last sentence shall be revised to read:

"Three weeks (3) vacation with pay will be granted to these employees who have completed twenty (20) or more years of continuous service prior to May 1, 1952".

4. - EXPIRATION OF AGREEMENT

The Agreement, with Amendment of this date, shall, at November 7, 1951, be automatically renewed and continue in full force and effect until November 7, 1952.

Signed on behalf of CANADIAN TUBE & STEEL
PRODUCTS LIMITED

W.E. BOWN
General Manager

D.B. RIDER
Works Manager

A.F. McLEAN
Assistant to Works Manager

Signed on behalf of LOCAL UNION 2423
UNITED STEELWORKERS OF AMERICA, CIO

J. STANLEY HESSIAN
Representative USA -CIO

ARTHUR FRECHETTE
President LU 2423

HAROLD GODDARD
Secretary LU 2423

J. REID
Treasurer LU 2423

GEO. MARTIN
Vice-President LU 2423

Copie certifiée

UNITED STEELWORKERS OF AMERICA

UNREADABLE

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AGREEMENT

BETWEEN

CANADIAN TUBE & STEEL PRODUCTS LIMITED

AND

UNITED STEELWORKERS OF AMERICA, C. I. O.

LOCAL UNION No. 2423

19/25745

PREAMBLE:

- (a) This agreement dated November 7th, 1950 is entered into between Canadian Tube & Steel Products Limited (hereinafter referred to as the Company) and the United Steelworkers of America C.I.O. Local Union No. 2423 (hereinafter called the Union) who have been certified to act on behalf of the employees of the Company under the Quebec Labour Act certification of June 20th, 1945.-
- (b) It is intent and purpose of the parties hereto that this agreement will promote and improve industrial and economic relationship between the employees concerned and the Company and to set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment to be observed between the parties hereto.-
- (c) The term " employees " as used in this agreement shall not include Foremen, Rollers, Chemists, Melters, Watchmen, or any salaried or confidential employees. It is agreed that a man shall be classed as a confidential employee and therefore excluded from the agreement, who:-
1. Does work of a confidential nature
 2. Has access to information which is not available on request to the public or other employees.
 3. Has occasion to certify to or on behalf of the Company particulars of goods disposed of or rendered to or by the Company, or by persons other than employees.-

MANAGEMENT:

- (A) The Management of works and the direction of the working forces, including the right to hire, suspend or discharge for proper cause, and the right to relieve employees from duty because of lack of work and for other legitimate purposes, is vested exclusively in the Company.-

- (B) In the case of re-hiring after a lay-off on account of lack of work, or relieving employees from duty for reason of lack of work and for other legitimate purposes or transfer of employees from one department to another the rules set forth in Seniority clause will govern.-

- (c) The right to select employees for positions as foreman or other supervisory jobs is vested exclusively in the Company.-

HOURS OF LABOUR:

(A)

It is understood and agreed by the parties hereto that under present circumstances, owing to the urgent need for increase of volume and speed of production, it may be necessary to work extra hours each day and each night. It is understood and mutually agreed that when changes are contemplated by either party to this agreement in the hours of work, no changes shall be made unless it is mutually agreed upon.-

(B)

The work day and work week shall be as follows for the different departments, namely:-

SINGLE OR DAY SHIFT OPERATIONS:

Monday	7.00 A.M. to 4.30 P.M.	9 hours
Tuesday	7.00 A.M. to 4.30 P.M.	9 hours
Wednesday	7.00 A.M. to 4.30 P.M.	9 hours
Thursday	7.00 A.M. to 4.30 P.M.	9 hours
Friday	7.00 A.M. to 3.30 P.M.	<u>8 hours</u>

Total for the week..... 44 hours.-

2 shift operations.

Shift "A"

7.00 A.M. to 3.00 P.M.	8 hours
7.00 A.M. to 3.00 P.M.	8 hours
7.00 A.M. to 3.00 P.M.	8 hours
7.00 A.M. to 3.00 P.M.	8 hours
7.00 A.M. to 3.00 P.M.	8 hours
7.00 A.M. to 11.00 A.M.	4 hours

Total for the week 44 hours

Shift "B"

Monday	3.00 P.M. to 12 o'clock midnight	9 hours
Tuesday	3.00 P.M. to 12 o'clock midnight	9 hours
Wednesday	3.00 P.M. to 12 o'clock midnight	9 hours
Thursday	3.00 P.M. to 12 o'clock midnight	9 hours
Friday	3.00 P.M. to 11.00 P.M.	
Saturday		

Total for the week 44 hours

An exception to the above will be the Pipe Mill Rolling Department and Pipe Mill Galvanizing Department which, while operating on 2 shifts, will work the following hours:-

Shift "A"

Monday	7.00 A.M. to 3.00 P.M.	8 hours
Tuesday	7.00 A.M. to 3.00 P.M.	8 hours
Wednesday	7.00 A.M. to 3.00 P.M.	8 hours
Thursday	7.00 A.M. to 3.00 P.M.	8 hours
Friday	7.00 A.M. to 3.00 P.M.	8 hours
Saturday.	7.00 A.M. to 11.00 A.M.	<u>4 hours.</u>

Total for the week 44 hours.

Shift B

4.00 P.M. Monday	to 1.00 A.M. Tuesday	9 hours
4.00 P.M. Tuesday	to 1.00 A.M. Wednesday	9 hours
4.00 P.M. Wednesday	to 1.00 A.M. Thursday	9 hours
4.00 P.M. Thursday	to 1.00 A.M. Friday	9 hours
4.00 P.M. Friday	to 12 o'clock midnight	
	Friday	8 hours

Total for the week 44 hours.-

3 SHIFT OPERATIONS.

Shift "A"

11.00 P.M.	Sunday to 7.00 A.M.	Monday	8 hours
11.00 P.M.	Monday to 7.00 A.M.	Tuesday	8 hours
11.00 P.M.	Tuesday to 7.00 A.M.	Wednesday	8 hours
11.00 P.M.	Wednesday to 7.00 A.M.	Thursday	8 hours
11.00 P.M.	Thursday to 7.00 A.M.	Friday	8 hours
11.00 P.M.	Friday to 7.00 A.M.	Saturday	8 hours.
Total for the week.....			48 hours

Shift "B"

7.00 A.M.	Monday	to 3.00 P.M.	8 hours
7.00 A.M.	Tuesday	to 3.00 P.M.	8 hours
7.00 A.M.	Wednesday	to 3.00 P.M.	8 hours
7.00 A.M.	Thursday	to 3.00 P.M.	8 hours
7.00 A.M.	Friday	to 3.00 P.M.	8 hours
7.00 A.M.	Saturday	to 11.00 A.M.	4 hours.
Total for the week.....			44 hours

Shift "C"

3.00 P.M.	Monday	to 11.00 P.M.	8 hours
3.00 P.M.	Tuesday	to 11.00 P.M.	8 hours
3.00 P.M.	Wednesday	to 11.00 P.M.	8 hours
3.00 P.M.	Thursday	to 11.00 P.M.	8 hours
3.00 P.M.	Friday	to 11.00 P.M.	8 hours.
Total for the week			40 hours.

Shifts alternate, average 44 hours over a 3 weeks period.
EXCEPT where men are required throughout the week-end such as Firemen, Heaters, Produccermen, etc., when the regular shifts from 7.00 A.M. to 3.00 P.M. 3.00 P.M. to 11.00 P.M. 11.00 P.M. to 7.00 A.M. will constitute the working hours.-

(C) The working hours shall be exclusive of lunch period, and such lunch period shall be one half hour, from 12.00 to 12.30, except for employees working on continuous operating jobs, when working hours shall be inclusive of lunch period.-

(D) Time and one half shall be paid for time worked in excess of standard daily work hours, as stated in clause "B" above in the different departments.

The hours between 11.00 P.M. Saturday to 11.00 P.M. Sunday will be paid for at the rate of time and one-half.-

(E) The regular week for determining payroll shall be the period of time between 11.00 P.M. Saturday to 11.00 P.M. the following Saturday.-

(F) Time worked by employees on days that are designated in this agreement as Statutory Holidays shall be paid for at twelve the straight time hourly rate. (Such holidays are defined on page 8)

(G) Any employee reporting for work at the beginning of his regular shift, who has not previously advised that his services are not required in his usual occupation, will be offered such work as is available but, if no work is available and he is sent home by the foreman he shall be paid for three hours at his usual hourly rate. Time worked by maintenance men who are called out on a breakdown job shall be classed as overtime, shall be paid at the rate of time and one-half and the employee shall be paid a minimum of five (5) hours.-

If an employee or gr up of employees are required to work overtime and desires to go home for supper he will be allowed one (1) hour at straight time rate providing said overtime is in excess of three hours, but if he elects to work straight through the supper period he will be paid at the regular rate plus one-half such regular rate.-

RATES OF WAGES.

- (A) The parties hereto agree that the wage rates settled at the signing of this agreement shall remain in effect for the period of this agreement.-
- (B) Should it be necessary, due to installation of new equipment or changes in operating procedure, to establish new wage rates for jobs connected with such equipment, or affected by such changes in operating procedure, these rates shall be determined by the Company's established method of job classification and time study. The Union shall be notified when establishment of new rates are contemplated.-
- (C) It is agreed where an employee is assigned temporarily to perform work in a classification paying a lower rate than his own, he shall be paid his regular rate providing that his regular occupation is required in operation. If an employee is assigned temporarily or permanently to perform work in a classification paying a higher rate than his own he shall be paid the rate of the higher classification for such time as he is employed in the higher classification.-
- (D) All employees shall be paid once each week.-

VACATIONS WITH PAY:

- (A) It is understood and agreed that employees with less than one years continuous service will be granted one-half (1/2) day for each full calendar month in which he has been continuously in the employ of the Company. This vacation pay will be calculated at the rate of two per cent (2%) of wages earned during the period of service entitling him to his vacation.-
- (B) It is also agreed that one week's vacation with pay will be granted to those employees who have completed twelve (12) months continuous service prior to May 1st, 1951 and one additional day to those employees with two years continuous service. Two weeks vacation with pay will be granted to those employees who have completed three (3) or more years continuous service prior to May 1st, 1951. Three weeks vacation with pay will be granted to those employees who have completed twenty-five (25) or more years continuous service prior to May 1st 1951.-

The granting of vacations as listed above shall be subject to the following conditions.-

- (C) Vacation will only be granted to those employees who have not been absent from work more than fourteen (14) standard working days during the period entitling him to his vacation.
- (D) Vacations will be granted at a time convenient to the Company.
- (E) In the case of leave of absence or lost time on account of Hospitalization, time lost will not be counted as absenteeism.-
- (F) Vacation pay for each week of the vacation period shall be equal to two per cent (2%) of the wages earned during the period of service entitling him to his vacation- namely May 1st, 1950 to April 30th, 1951.
- (G) Vacation pay will not be allowed for vacations granted and not taken by the employee.-

HOLIDAYS:

The following days shall be considered as Paid Statutory
Holidays:-

New Year's Day
Good Friday
St. Jean Baptiste Day
Victoria Day
Dominion Day
Labour Day
Thanks giving Day
Christmas Day

Payment will be made subject to the following conditions.-

Any hourly rated employee who does not work on any such
holiday but who has worked the day preceeding and who works the
day following, or has been granted a specific holiday leave of
absence will be paid on the basis of straight time at his regular
hourly rate.-

RECOGNITION

- (a) The Company recognizes the Union as the Certified Collective Bargaining agency for the employees of the Company.-
- (B) The Company recognizes and will not interfere with the right of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Company, or any of its agents against any members because of membership in the Union. The Union agrees not to intimidate or coerce employees into membership and also not to solicit membership or distribute propaganda or transact any other business of the Union on the Company's time other than as provided in this agreement.-
- (c) The Company agrees that there shall be no different treatment in the matter of wages, hours and working conditions between employees who are members of the Union and those who are not.
- (d) The Company agrees that during the life of the agreement the Company will not recognize any collective bargaining agency other than the United Steelworkers of America, C.I.O.-

SENIORITY CLAUSE.

The term "Seniority " as used herein shall have reference to an employee's right to a job and shall be based upon his " continuous " length of service and ability to efficiently fulfil the job requirements as determined and indicated by the Company's records.-

(A) Seniority applies by Divisions and Sections of the Plant which are:-

- No. 1 Wire Mill
- No. 2 Rolling Mills (10" 18")
Finishing Mill, Billet Yard,
Reinforcing
- No. 3 Electric Steel Department, Scrap Yard.
- No. 4 Pipe Mill Gas House.
- No. 5 Bolt & Nut
- No. 6 Mechanical and Service Department.
- No. 7 Electrical Department
- No. 8 Fence Department
- No. 9 General Yard.-

- (B) In the event of lay-off due to lack of work exceptional employees shall have special consideration as to seniority. Exceptional employees are employees whose skill and ability and the judgment of Management are of exceptional value to the Plant.-
- (C) When (at the Company's request) an employee is transferred from one Division or Section to another for any reason, there shall be no loss of length of service nor shall he lose his seniority standing in the previous division or section.-
- (D) Rules governing Seniority Lay-off and Re-hiring Procedure, as set forth in appendix attached hereto shall be considered a part of this agreement.-

APPENDIX

Seniority Clause.

(1) The term " seniority " as used herein shall have reference to an employee's right to a job and shall be based upon his length of continuous service and ability to efficiently fulfil the job requirements as determined and indicated by the Company's records.-

(2) Seniority applies by divisions and sections to improvers, workers, operators, tradesmen and other such hourly rated employees who are governed by the rate, time and operation system.-

(A) Excepting employees who, as members of the Armed Forces, shall, under the provisions of the reinstatement in Civil Employment Act of 1942, be entitled to have their length of service in the armed forces and shall, subject to provisions of the Act, be entitled to reinstatement with the Company on the basis of such length of service.-

(3) Length of service shall be the actual time an employee has worked for the Company and computed in terms of months and years only. Length of service shall accumulate from the time of hiring but does not come into force until a probationary period of two (2) months is worked provided however, an employee's record is not interrupted by such actions as:-

- (A) Going on strike
- (b) Giving a definite quit.-

- (c) Outstaying leave of absence
giving cause for discharge and / or
failing to report for work within five (5)
days after being called back from lay-off
or an incapacity termination unless satisfact-
ory reason is given for such failure.
- (AA) The term " strike " as used herein, shall have
reference to an employee not having first
completely availed himself of the procedure set
forth in this agreement for adjustment of
grievances.
- (BB) The term " definite quit " as used herein, shall
have reference to an employee having notified
the employee relations section of his intention
to leave the company's employ and receiving his
unemployment insurance book.
- (CC) The ter " leave of absence " as used herein shall
have reference to an employee having been granted
a leave of absence, the granting of which be at the
discretion of the Company and shall be in writing.
- (dd) The term " cause of discharge " as used herein, shall
be reference to an employee's refusal to recognize
that retaining his job is contingent upon good
behaviour efficiency and honesty.-
- (4) Employee's merit rating as used herein, is written
evidence of supervision's judgment of an individual as an employee
of the Company and is passed upon by the General Foreman and
Division Head. In making a " merit rating " consideration is given
to the employee's ability to do the operation, his speed in doing the ope-
ration his regularity of attendance and the extent to which he can be
trusted to follow instructions, remain on the job, and get along satis-
factorily with his fellow workers.-

(5) Loss of Seniority - An employee shall lose his seniority in the following cases:-

- (A) If he is discharged, subject to his right to demand a review of his discharge within seven (7) days following such discharge. If reinstated, his seniority rights shall be restored.-
- (B) If he leaves voluntarily, unless he has been granted a written leave of absence, the granting of which shall be at the discretion of the Company and shall be for a definite period.-
- (C) If he fails to report to work within five (5) days after the termination of a leave of absence or after being notified to report for work following a lay-off, unless in either case he can give a reason satisfactory to the Company for such failure to report within the time prescribed.-
- (D) If he is laid off due to lack of work for a period in excess of twelve months (2)
- (6) Lay-off procedure. -- Lay-off due to lack of work shall be by operation within a Division or Section, subject to an employee's right to work at some other operation or operations as provided below.-
- (a) The following order shall be adopted in cases of lay-off from an operation due to lack of work:
- (1) Employees with no seniority
 - (2) Improvers or workers, on the basis of seniority.
 - (3) Operators and tradesmen, on the basis of seniority.-
- (b) An employee laid off from one operation due to a lack of work shall have the right, on the basis of seniority, to transfer to another operation in which he had previously worked provided he had reached the classification of operator and a satisfactory merit rating when he left such previous operation.
- If an employee who has been laid off from one operation fails, within a reasonable time, to demonstrate a satisfactory ability to perform the work

- (b) Required of an operator, he shall be subject to lay-off from the Company without further opportunity,-
- (c) Notwithstanding the provisions of section (b) a tradesman shall have the right to transfer within his division or section to any operation included in his trade and any operator shall have a right to transfer within his division or section to any operation included in his trade and any operator shall have a right to transfer within his division or section to the operation of helper. in each case on the basis of seniority.-
- (d) If an employee who has been laid off from an operation and being offered work in another operation refuses, he shall not thereby lose his seniority.
- (7) Disability.- Men disabled in the Company's service or incapacitated by reason of age or infirmity may, at the discretion of the Company, be exempted from the provision of the seniority rules and be given the preference of such work as they are capable of performing.-
- (8) Deviations - Any deviation from existing seniority rules and regulations shall be made the subject of a conference between the Union's representatives, and the Company.-
- (9) Re-hiring procedure.
- (1) In the event of an increase in staff in any operation, the Company shall be entitled to transfer any employee to such operation provided that he has as much seniority as any former employee entitled to be recalled to such operation.
- (2) In the event that it is necessary to re-hire employees to any operation the following order shall be adopted, wherever possible:-
- (a) Former operators and tradesmen on the basis of seniority
- (b) Former improvers and workers on the basis of seniority.
- (3) The right of preference of former employees to be recalled shall apply to all operations performed by them during their employ and which, in the opinion of the Company, they can perform with a satisfactory merit rating.
- (4) Employees entitled to be recalled shall be notified personally through the Union or by letter sent to their last known address. Employees so notified are requested to communicate with the Employment office immediately, if an

Employee fails to report to work within five
(5) days following such notification he shall lose
his seniority rights unless he can give a reason
satisfactory to the Company for such failure to
report within the time prescribed.-

(5) In order to protect their seniority rights
employees who have been laid off must advise the
employment office of any changes of address.-

ADJUSTMENT OF GRIEVANCES:

Should difference arise between the Company and the Union, or its members employed by the Company, as to the meaning and application of provisions of this agreement, or should any employee or group of employees, have a grievance, there shall be no suspension of work on account of such differences or grievances, but an earnest effort shall be made to settle such differences or grievances immediately in the following manner:-

(a) Any member or members of the Union having a grievance will take the matter up with his foreman, such member or members may if so desired, be accompanied by a member of the Department Grievance Committee.

(b) Failing settlement within a reasonable time, the employees, accompanied by a member or members of the Department Grievance Committee shall take the matter to the Department Superintendent.

(c) Failing settlement, the Grievance Committee member shall report in writing to the Union Executive Committee and this Committee consisting of three members shall discuss the matter with the Works Manager or his representative.

(d) Failing settlement, the matter shall be referred to the representative of the National Organization, who accompanied by three members of the Union Executive, shall confer with the General Manager, or his representative.-

authorized
(e) It is the intent of the Company and the Union to use all means to settle a dispute without resorting to a lockout or strike. Therefore, it is agreed that any differences not finally settled by the above procedure shall be referred to the Provincial Department of Labour.

(f) The duties of the Department Grievance Committee shall be confined to settlement of grievances arising in their department by discussion with the Department Foreman and Superintendent. No member of the Union Executive or any member of a Department Committee shall leave his place of duty during working hours, without notice to, and permission from his department Superintendent, or his representative. Members of the Union Executive or Department Committee will be afforded such time off, without pay, that may be required to conduct Union business. Meetings between the Union Executive and the Works Manager or his representative if there is any business to be transacted, shall be held on the last Friday of each month, between the hours of 3.00 P.M. and 5.00 B.M. provided however, that matters that cannot be reasonably delayed until the time of the next meeting may be presented by calling a special meeting.-

VOLUNTARY CHECK-OFF OF UNION DUES:

(A) The Company that in respect of any employee who shall by his signature to the form or authorization hereinafter set forth authorize it so to do it will collect, while such authorization remains in force and remit to the Financial Secretary of the Union within fifteen days after such collection by deduction from the earnings of such employee in each month the amount of Union dues which it is so authorized to collect.

(B) The form of authorization is as follows:-

" I, the undersigned employee of Canadian Tube & Steel Products Limited, as a member of the United Steelworkers of America, Local No. 2423 do, of my own free will and accord, hereby authorize and direct Canadian Tube & Steel Products Limited to deduct monthly from my earnings accumulated to my credit the sum of two dollars \$2.00 for Union dues and to pay the amount so deducted from my earnings to the Financial Secretary of Local Union No. 2423 United Steelworkers of America C.I.O. whose receipt therefor shall be a release and discharge to the Canadian Tube & Steel Products Limited for the amount so deducted from my earnings.

"This authorization shall be valid and effectual for the period of one year or the duration of the general agreement on working conditions between Canadian Tube & Steel Products Limited and United Steelworkers of America Local No. 2423.-

It is understood notification to discontinue the deduction can be given to the Company in writing during the 30 day period prior to the expiration of the contract or any renewal thereof.-

(C) The Company however shall not be obliged to collect, deduct or remit Union dues as provided in paragraphs "A" and "B" hereof from and after:-

"1) The expiry of the agreement or any renewal thereof;

"II) The occurrence contrary to law or in violation of the agreement of any strike, slowdown, stoppage of work or interference with production which the Union or any of its officers shall authorize, instigate, support, participate in or fail to take all reasonable means within their power to prevent, the responsibility of determining if the collection, deduction or remittance of Union dues by the Company will be left with the Labour Relations Board of the Province of Quebec, the decision of which will be mandatory;

"III) The occurrence of any such strike, slowdown, stoppage of work or interference with production instigated, supported or participated in by any members of the Union other than its officers, provided that in this case the Company shall, if afforded the loyal support, co-operation and assistance of the Union and its officers in combatting such strike, slowdown, stoppage of work or interference with production and disciplining of those taking part therein and responsible therefore 90 days after the cessation thereof, re-institute such collection deduction and remission where the same may have been discontinued.-

SAFETY AND HEALTH.

The Company shall make reasonable provisions for the safety and health of its employees at the works during hours of employment. In cases where special protective devices or wearing apparel are required by law for the protection of employees, the same shall be supplied by the Company free of cost.

CHANGES IN EQUIPMENT.

The Company reserves the right to improve present equipment, or processes or to install new equipment either as a substitute for, or in addition to present equipment in any part of the works.

The Company agrees to place any man displaced with such action on other work in accordance with the seniority clause.-

LEAVE OF ABSENCE AND

RE-EMPLOYMENT OF UNION OFFICERS.

(a) The Company will grant reasonable leave of absence, without pay, to delegates of the Union when necessary for the transaction of Union business.

(b) Any employee elected as a full time union Official shall be given six (6) months' leave of absence and shall be given special consideration as to re-employment upon termination of his term of office and leave of absence. If at such time there is a position open to which he is suited, due to his ability and experience, he shall be given preference over other applicants.

DISABILITY OF EMPLOYEES.

Men not capable of performing their regular duties by reason of age, or infirmity may at the Company's discretion be given preference of such work as they are capable of doing, and at a rate of wages not less than the minimum specified for the operation performed. Thirty days' notice shall be given to the employees before the new rates become effective.-

EXPIRATION OF AGREEMENT:

This agreement is in effect from November 7th, 1950 and will continue in full force and effect to November 7th, 1951 and from year to year thereafter, unless notification in writing to re-open agreement is served by either of the parties hereto. Such notification to be served not earlier than sixty (60) # date of the agreement. Upon receipt of such notification the parties hereto agree to meet within thirty (30) days with the present agreement or to make a new agreement.-

days or not later than thirty (30) days prior to the expiration.

OBLIGATIONS:

- (A) The Union undertakes to co-operate with any Management labour Production Committee formed under the auspices of the Industrial Production Board of the Federal Government of Labour Scheme, and will support the enforcement of Company rules and regulations on the part of the employees covered by this agreement.

During the term of this agreement, the Company agrees that there shall be no lock-out and the Union agrees that if during the life of this agreement or any renewal thereof, the Union or any of its officers or members authorize, instigate, support or participate in any strike, slowdown, stoppage of work or interference with production which takes place contrary to law or in violation of this agreement or any term or condition thereof, the Company may:

- (a) Treat this agreement and every term and condition thereof as cancelled and of no further force or effect and refuse to deal further with the Union as the Bargaining Representative of its employees.

- (B) All provisions and terms of this agreement are hereto mutually agreed to by and between the Canadian Tube & Steel Products Limited and all members of the United Steelworkers of America C.I.O. Local Union No. 2423 and signed by the representatives of the parties hereto who have been duly authorized to execute same on behalf of the Canadian Tube & Steel Products Limited, and on behalf of the United Steelworkers of America, C.I.O. Local Union No. 2423 respectively.-

- (C) That the fulfilment of this agreement and that of any subsequent or supplementary joint agreements entered into shall be fully observed by the United Steelworkers of America, C.I.O. and the Officers of Local Union No. 2423 United Steelworkers of America, C.I.O. and the Company and it is their duty to see that such agreements are carried out both in the letter and in the spirit.

Signed on behalf of UNITED STEELWORKERS OF AMERICA C.I.O. Local Union
No. 2423.

R. Lamoureux.

Representative U.S.W. of America C.I.O.

Unreadable signature.

Representative U.S.W. of America C.I.O.

Henry Reed.

President of Local Union No. 2423

Arthur Frechette.

Secretary of Local Union No. 2423.-

Harold Goddard

Treasurer of Local Union No. 2423.

Signed on behalf of the CANADIAN TUBE & STEEL PRODUCTS LIMITED.

W.E. Bown.

General Manager.

B. Rider.

Works Manager.

Unreadable signature.

Assistant to Works Manager.

A.F. McLean.

Assistant to Works Manager.-

AMENDMENTS OF AGREEMENT
BETWEEN

CANADIAN TUBE & STEEL PRODUCTS LIMITED
AND
LOCAL UNION #2423, UNITED STEELWORKERS OF AMERICA, C.I.O.
DATED NOVEMBER 7th, 1948

RATES OF WAGES:

(A) Hourly wage rates to be increased by four (4) cents per hour.

HOLIDAYS:

Number of paid Statutory Holidays increased to 8 per calendar year, namely:

1. New Year's Day
2. Good Friday
3. Victoria Day (May 24th)
4. St. Jean Baptiste Day
5. Dominion Day
6. Labour Day
7. Thanksgiving Day
8. Christmas Day

HOURS OF LABOUR:

(B) The work day and work week shall be as follows for the different departments, namely;

SINGLE OR DAY SHIFT OPERATIONS:

Monday	7:00 A.M.	to	4:30 P.M.	-	9 hours
Tuesday	7:00 A.M.	to	4:30 P.M.	-	9 hours
Wednesday	7:00 A.M.	to	4:30 P.M.	-	9 hours
Thursday	7:00 A.M.	to	4:30 P.M.	-	9 hours
Friday	7:00 A.M.	to	3:30 P.M.	-	<u>8 hours</u>

Total for the week 44 hours

2- SHIFT OPERATIONS:

Shift "A"

Shift "B"

7:00 A.M.	to	3:00 P.M.	-	8 hours	Monday	3:00 P.M.	-	12 o'clock midnight	-	9 hours
7:00 A.M.	to	3:00 P.M.	-	8 hours	Tuesday	3:00 P.M.	-	12 o'clock midnight	-	9 hours
7:00 A.M.	to	3:00 P.M.	-	8 hours	Wednesday	3:00 P.M.	-	12 o'clock midnight	-	9 hours
7:00 A.M.	to	3:00 P.M.	-	8 hours	Thursday	3:00 P.M.	-	12 o'clock midnight	-	9 hours
7:00 A.M.	to	3:00 P.M.	-	8 hours	Friday	3:00 P.M.	to	11:00 P.M.	-	<u>8 hours</u>
7:00 A.M.	to	11:00 A.M.	-	<u>4 hours</u>	Saturday					

Total for the week..... 44 hours

Total for the week..... 44 hours

An exception to the above will be the Pipe Mill Rolling Department which,

while operating on 2 shifts, will work the following hours:

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Shift "A"

Monday	7:00 A.M.	to	3:00 P.M.	-	8 hours
Tuesday	7:00 A.M.	to	3:00 P.M.	-	8 hours
Wednesday	7:00 A.M.	to	3:00 P.M.	-	8 hours
Thursday	7:00 A.M.	to	3:00 P.M.	-	8 hours
Friday	7:00 A.M.	to	3:00 P.M.	-	8 hours
Saturday	7:00 A.M.	to	11:00 A.M.	-	<u>4 hours</u>

Total for the week..... 44 hours

Shift "B"

4:00 P.M.	Monday	to	1:00 A.M.	Tuesday-	9 hours
4:00 P.M.	Tuesday	to	1:00 A.M.	Wednesday	9 hours
4:00 P.M.	Wednesday	to	1:00 A.M.	Thursday	9 hours
4:00 P.M.	Thursday	to	1:00 A.M.	Friday	9 hours
4:00 P.M.	Friday	to	12:00 o'clock midnight	Friday	<u>8 hours</u>

Total for the week..... 44 hours

3- SHIFT OPERATIONS:

Shift "A"

11:00 P.M.	Sunday	to	7:00 A.M.	Monday-	8 hours
11:00 P.M.	Monday	to	7:00 A.M.	Tuesday-	8 hours
11:00 P.M.	Tuesday	to	7:00 A.M.	Wednesday-	8 hours
11:00 P.M.	Wednesday	to	7:00 A.M.	Thursday-	8 hours
11:00 P.M.	Thursday	to	7:00 A.M.	Friday-	8 hours
11:00 P.M.	Friday	to	7:00 A.M.	Saturday-	<u>8 hours</u>

Total for the week..... 48 hours

Shift "B"

7:00 A.M.	Monday	to	3:00 P.M.		8 hours
7:00 A.M.	Tuesday	to	3:00 P.M.		8 hours
7:00 A.M.	Wednesday	to	3:00 P.M.		8 hours
7:00 A.M.	Thursday	to	3:00 P.M.		8 hours
7:00 A.M.	Friday	to	3:00 P.M.		8 hours
7:00 A.M.	Saturday	to	11:00 A.M.		<u>4 hours</u>

Total for the week..... 44 hours

SHIFT "C"

3:00 P.M.	Monday	to	11:00 P.M.		8 hours
3:00 P.M.	Tuesday	to	11:00 P.M.		8 hours
3:00 P.M.	Wednesday	to	11:00 P.M.		8 hours
3:00 P.M.	Thursday	to	11:00 P.M.		8 hours
3:00 P.M.	Friday	to	11:00 P.M.		<u>8 hours</u>
3:00 P.M.					

Total for the week..... 40 hours

Shifts alternate, average 44 hours over a 3 weeks period.

(D)

Time and one-half shall be paid for time worked in excess of Standard daily work hours, as stated in clause "B" above, in the different departments.

The hours between 11 o'clock P.M. Saturday to 11 o'clock P.M. Sunday will be paid for at the rate of time and one-half.

VACATIONS WITH PAY:

(B)

It is agreed that one week's vacation with pay will be granted to those employees who have completed twelve (12)

month's continuous service prior to May 1st, 1949, and for those employees with between one (1) and five (5) years' service, one week plus one day for each year of continuous service in excess of one year completed prior to May 1st, 1949.

Two weeks vacation, with pay, will be granted those employees who have completed five (5) or more years of continuous service prior to May 1st, 1949.

Signed on behalf of UNITED STEELWORKERS OF AMERICA, C.I.O. Local Union No. 2423.

R. Lamoureux
Representative, U.S.W. of America, C.I.O.

Henry Reed
President of Local Union No. 2423

Arthur Frechette
Secretary of Local Union No. 2423

Harold Goddard
Treasurer of Local Union No 2423

Signed on behalf of the CANADIAN TUBE & STEEL PRODUCTS LIMITED.

W.B. Bown
General Manager

B. Rider
Works Manager

A.E. Andrews
Personnel Manager

P.P. Pattie
Assistant to Works Manager.

DATED JULY 2nd 1949,
EFFECTIVE 11:00 P.M. JULY 3rd 1949.

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A G R E E M E N T

COLLECTION OF DUES.

BETWEEN

CANADIAN TUBE & STEEL PRODUCTS LIMITED.

and

UNITED STEEL WORKERS OF AMERICA, C.I.O.

Local Union No. 2423.

19/2070 A

A G R E E M E N T

COLLECTION OF DUES.

between

CANADIEN TUBE & STEEL PRODUCTS LIMITED.

AND

UNITED STEELWORKERS OF AMERICA, C.I.O.

LOCAL UNION No. 2423.

VOLUNTARY CHECK-OFF OF UNION DUES
Submitted by:
CANADIAN TUBE & STEEL PRODUCTS LTD.

1. Preamble:

- (A) This agreement dated March 8th 1949 is entered into between Canadian Tube & steel products Limited hereinafter referred to as the Company) and the United Steel workers of America, C.I.O. Local Union No. 2423 (hereinafter called the Union) who have been certified # The Quebec Labour Act. certification of June 20th, 1945
- (b) It is the intent and purpose of the parties hereto that this agreement will promote and improve industrial and economic relationship between the employees concerned and the Company.
- (c) The term " employee " as used in this agreement shall not include Foremen, Rollers, Chemists, Melters, Watchmen, or any salaried or confidential employees. It is agreed that a man shall be classed as a confidential employee and therefore excluded from the agreement, who:
1. Does work of a confidential nature.
 2. Has access to information which is not available on request to the public or other employees.
 3. Has occasion to certify to, or on behalf of the Company, particulars of goods disposed of or rendered to or by the Company, or by persons other than employees.

2. COLLECTION OF DUES:

- (A) The Company agrees that in respect of any employee who shall by his signature to the form of authorization hereinafter set forth authorize it so to do, it will **collect**, while such authorization remains in force and remit to the Financial Secretary of the Union within fifteen days after such collection by deduction from the earnings of such employee in each month the amount of Union dues which it is so authorized to collect

to act behalf of the employees of the Company under

(B)

The form authorization is as follows:

"I, the undersigned employee of Canadian Tube & Steel Products Limited, as a member of the United Steelworkers of America Local No. 2435, do, of my own free will and accord, hereby authorize, and direct, Canadian Tube & Steel Products Limited to deduct monthly from my earnings accumulated to my credit, the sum of two dollars (\$2.00) Union dues and to pay the amount so deducted from my earnings to the Financial Secretary of Local Union No. 2423 United Steelworkers of America, C.I.O. whose receipt therefor shall be a release and discharge to the Canadian Tube & Steel Products Limited for the amount so deducted from my earnings."

"This authorization shall be valid and effectual for the period of one year or the duration of the General Agreement on Working Conditions between Canadian Tube & Steel Products Limited and United Steelworkers of America, Local No. 2423 if such duration is less than one year. It is understood notification to discontinue the deduction can be given to the Company, in writing, during the 30 day period prior to the expiration of the above mentioned contract or any renewal thereof."

(C)

The Company however shall not be obliged to collect, deduct or remit Union dues as provided in paragraphs "A" and "B" hereof from and after:

(i) The expiry of this agreement or any renewal thereof.

(ii) The occurrence contrary to law or in violation of the General Agreement on Working Conditions of any strike, slow-down, stoppage of work or interference with production which the Union or any of its Officers shall authorize instigate, support participate in or fail to take all reasonable means within their power to prevent; the responsibility of determining if the collection, deduction or remittance of Union dues by the Company will be left with the Labour Relations Board of the Province of Quebec, the decision of which will be mandatory.

(iii) The occurrence of any such strike, slow-down, stoppage of work or interference with production instigated, supported or participated in by any members of the Union other than its Officers, provided that, in this case the Company shall, if afforded the loyal support, co-operation and assistance of the Union and its Officers in combatting such strike, slow-down stoppage of work or interference with production and disciplining of those taking part therein and responsible therefor, 90 days after the cessation thereof, re-institute such collection and remission where the same may have been discontinued.

X deduction

3.

EXPIRATION OF AGREEMENT:

This agreement is in effect from March 8th, 1949 and will continue in full force and effect to November 7th, 1949 or the duration of the General Agreement on Working Conditions.

4.

Signed on behalf of UNITED STEELWORKERS OF AMERICA? C.I.O.
Local Union No. 2423

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Representative of U.S.W. of America C.I.O.

Henry Reed.
Président of Local Union No. 2423

Arthur Frechette.
Secretary of Local Union No. 2423

Harold Coddard.
Treasurer of Local Union No. 2423.

Signed on behalf of the CANADIAN TUBE & STEEL PRODUCTS LIMITED.

W. E. Brown

General Manager.

Work Manager. B. Rider

A.B. Andrews

Personnel Manager.

R.G. Pittle

AGREEMENT

BETWEEN

CANADIAN TUBE & STEEL PRODUCTS LIMITED

AND

UNITED STEELWORKERS OF AMERICA, C. I. O.
LOCAL UNION NO. 2423

19/2070

AGREEMENT

BETWEEN

CANADIAN TUBE & STEEL PRODUCTS LIMITED

AND

UNITED STEELWORKERS OF AMERICA, C. I. O.
LOCAL UNION NO. 2423

PREAMBLE

- (A) This agreement dated November 7th, 1948, is entered into between Canadian Tube & Steel Products Limited (hereinafter referred to as the Company) and the United Steelworkers of America, C. I. O. Local Union No. 2423 (hereinafter called the Union) who have been certified to act on behalf of the employees of the Company under the Quebec Labour Act, certification of June 20th, 1945.
- (B) It is the intent and purpose of the parties hereto that this agreement will promote and improve industrial and economic relationship between the employees concerned and the Company and to set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment, to be observed between the parties hereto.
- (C) The term "employees" as used in this agreement shall not include Foremen, Rollers, Chemists, Melters, Watchmen, or any salaried or confidential employees. It is agreed that a man shall be classed as a confidential employee and therefore excluded from the agreement, who:
- 1-Does work of a confidential nature.
 - 2- Has access to information which is not available on request to the public or other employees.
 - 3- Has occasion to certify to or on behalf of the Company, particulars of goods disposed of or rendered to or by the Company, or by persons other than employees.

MANAGEMENT:

- (A) The Management of works and the direction of the working forces, including the right to hire, suspend or discharge for proper cause, and the right to relieve employees from duty because of lack of work and for other legitimate purposes, is vested exclusively in the Company.
- (B) In the case of re-hiring after a lay-off on account of lack of work, or relieving employees from duty for reason of lack of work and for other legitimate purposes, or transfer of employees from one department to another, the rules set forth in Seniority clause will govern.
- (C) The right to select employees for positions as foremen or other supervisory jobs is vested exclusively in the Company.

HOURS OF LABOUR:

- (A) It is understood and agreed by the parties hereto that under present circumstances, owing to the urgent for increase of volume and speed of production, it may be necessary to work hours each day and each night. It is understood and mutually agreed that when changes are contemplated by either party to this agreement in the hours of work, no changes shall be made unless it is mutually agreed upon.
- (B) The work day and work week shall be as follows, for the different departments, namely:

SINGLE SHIFT OPERATIONS

Monday	9 hours	7:00 A.M.	to	4:30 P.M.
Tuesday	9 hours	7:00 A.M.		4:30 P.M.
Wednesday	9 hours	7:00 A.M.		4:30 P.M.
Thursday	9 hours	7:00 A.M.		4:30 P.M.
Friday	8 hours	7:00 A.M.		3:30 P.M.
Saturday	4 hours	7:00 A.M.		11:00 A.M.

CONTINUOUS OPERATIONS

(Two (2) or Three (3) Shifts

12 Midnigt Sun.	to 7:00 A.M. Mon.	7:00 A.M. Mon.	to 3:00 P.M.	3:00 P.M. Mon.	to 11:00 P.M.
11 P.M. Mon.	to 7:00 A.M. Tues.	" Tues.	to "	" "	Tues to "
11 P.M. Tues.	to 7:00 A.M. Wed.	" Wed	to "	" "	Wed to "
11 P.M. Wed.	to 7:00 A.M. Thurs	" Thurs	to "	" "	Thurs to "
11 P.M. Thurs	to 7:00 A.M. Fri.	" Fri	to "	" "	Fri to "
11 P.M. Fri	to 7:00 A.M. Sat.	" Sat	to "	" "	Sat to "

Except where men are required throughout the week-end, such as, Firemen, Heaters, Producermen, etc; when the regular shifts from 7:00 A.M. to 3:00 P.M; 3:00 P.M. to 11:00 P.M; 11:00 P.M. to 7:00 A.M; will constitute the working hours.

When Pipe Mill is operating two (2) shifts per day, the working hours shall be as follows:

Pipe Rolling:	7:00 A.M.	to 3:00 P.M.
	4:00 P.M.	to 12:00 Midnight
Pipe Galvanizing	7:00 A.M.	to 3:00 P.M.
	4:00 P.M.	to 12:00 Midnight
Pipe Finishing	7:00 A.M.	to 3:00 P.M.
	3:00 P.M.	to 11:00 P.M.

- (C) The working hours shall be exclusive of lunch period, and such lunch period shall be one-half, from 12:00 to 12:30, except for employees working on continuous operating jobs, when working hours shall be inclusive of lunch period.

SUITE

- (D) Time and one-half shall be paid for time worked in excess of standard daily work hours, as stated in clause "B" above, in the different departments.

The hours between 12 midnight Saturday to 12 midnight Sunday will be paid

for at the rate of time one-half.

- (E) The regular week for determining payroll shall be the period of time between midnight Saturday to 12 midnight the following Saturday.
- (F) Time worked by employees on days that are designated in this agreement as **Statutory Holidays** shall be paid for at ~~twice~~ the straight time hourly rate. (Such holidays are defined on page 6)
- (G) Any employee reporting for work at the beginning of his regular shift, who has not been previously advised that his services are not required in his usual occupation, will be offered such work as is available, but, if no work is available and he is sent home by the foreman he shall be paid for three hours at his usual hourly rate. Time worked by men who are called out on a breakdown job shall be classed as overtime, shall be paid at the rate of time and one-half and the employees shall be paid a minimum of five (5) hours.

If an employee or group of employees are required to work overtime and desire to go home for supper they will be allowed one (1) hour at straight time rates providing said overtime is in excess of three hours, but if they elect to work straight through the supper period they will be paid at the regular rate plus one-half such regular rate.

RATES OF WAGES:

(A) The parties hereto agree that the wage rates settled at the signing of this agreement shall remain in effect for the period of this agreement.

(B) The Company agrees to increase the job evaluated rates as existing March 8th, 1949, by the sum of six cents (06¢) per hour.

Should it be necessary, due to installation of new equipment or changes in operating procedure, to establish new wage rates for jobs connected with such equipment, or affected by such changes in operating procedure, these rates shall be determined by the Company's established method of job classification and time study. The Union shall be notified when establishment of new rates are contemplated.

(C) It is agreed where an employee is assigned temporarily to perform work in a classification paying a lower rate than his own, he shall be paid his regular rate providing that his regular occupation is required in operation. If an employee is assigned temporarily or permanently to perform work in a classification paying a higher rate than his own he shall be paid the rate of the higher classification for such time as he is employed in the higher classification.

(D) All employees shall be paid once each week.

(E) The Company and the Union agree to set up a Joint Committee of equal representation to review cases of complaints brought before it by the Union of alleged errors occurring in the Job Classification and Job Evaluation Study, using the Carnegie Illinois Steel Corporation Numerical Point Method System of Job Evaluation as the standard method, and which was effective May 9th, 1948.

It is understood that the Union shall file only those cases which it has personally reviewed and decided to warrant study by the Joint Committee. All such demands for revisions of hourly and piece work rates to be made within two months of the signing of this agreement.

-4- Cont'd.....

Failure to reach agreement by the Joint Committee shall be considered as case to be dealt with under Grievance Procedure.

Any adjustment in rates agreed upon by the Joint Committee, or settled under the Grievance Procedure shall be effective as from the date of such agreement or settlement.

VACATIONS WITH PAY:

- (A) It is understood and agreed that employees with less than one year's continuous service will be granted one half ($\frac{1}{2}$) day for each full calendar month which he has been continuously in the employ of the Company. This vacation pay to be calculated at the rate of 2% of wages earned during the period of service entitling him to his vacation.
- (B) It is also agreed that one week's vacation with pay, will be granted to those employees who have completed twelve (12) months continuous service prior to May 1st, 1949, and two weeks vacation with pay, will be granted to those employees who have completed five (5) or more years of continuous service prior to May 1st, 1949, and three week's vacation with pay, will be granted to those employees who have completed twenty-five (25) or more years of continuous service prior to May 1st, 1949.
- The granting of vacations, as listed above, shall be subject to the following conditions.
- (C) Vacation will only be granted to those employees who have not been absent from work more than fourteen (14) standard working days during the period entitling him to his vacation.
- (D) Vacations will be granted at a time convenient to the Company.
- (E) In the case of leave of absence or lost time on account of hospitalization, time lost will not be counted as absenteeism.
- (F) Vacation pay for each week of the vacation period shall be equal to two per cent (2%) of the wage earned during the period of service entitling him to his vacations, namely May 1st, 1948, to April 30th, 1949.
- (G) Vacation pay will not be allowed for vacations granted and not taken by the employees

HOLIDAYS:

The following days shall be considered as Statutory Holidays:

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

Of the above such holidays the following six (6)

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

shall be designated as "Paid" Statutory Holiday.¹ Payment being made subject to the following conditions.

Any hourly rated employee who does not work on any such holiday but who has worked the day preceding and who works the day following, or has been granted a specific holiday leave of absence, will be paid on the basis of straight time, at his regular hourly rate.

RECOGNITION:

- (A) The Company recognizes the Union as the Certified Collective Bargaining Agency for the employees of the Company.
- (B) The Company recognizes and will not interfere with the right of its employees to become ^{members} of the Union. There shall be no discrimination, interference, restraint or coercion by the Company, or any of its agents against any members because of membership in the Union. The Union agrees not to intimidate or coerce employees into membership and also not to solicit membership or distribute propaganda or transact any other business of the Union on the Company's time, other than as provided in this agreement.
- (c) The Company agrees that there shall be no different treatment in the matter of wages, hours of working conditions between employees who are members of the Union and those who are not.
- (D) The Company agrees that during the life of the agreement the Company will not recognize any Collective Bargaining Agency other than the United Steelworkers of America, C.I.O.

SENIORITY CLAUSE:

The term "Seniority" as used herein shall have reference to an employee's right to a job and shall be based upon his "continuous" length of service and ability to efficiently fulfill the job requirements as determined and indicated by the Company's records.

- (A) Seniority applies by Divisions and Sections of the Plant which are:
- No. 1 Wire Mill
 - No. 2 Rolling Mills (10", 18") Finishing Mill, Billet Yard, Reinforcing.
 - No. 3 Foundry, Scrap Yard
 - No. 4 Pipe Mill, Gas House
 - No. 5 Bolt & Nut
 - No. 6 Mechanical and Service Department
 - No. 7 Electrical Department
 - No. 8 Fence Department
 - No. 9 General Yard
- (B) In the event of lay-off due to lack of work, exceptional employees shall have special consideration as to seniority. Exceptional employees are employees whose skill and ability in the judgment of Management are of exceptional value to the plant.
- (C) When (at the Company's request) an employee is transferred from one Division or Section to another for any reason, there shall be no loss of length of service nor shall he lose his seniority standing in the previous division or section.
- (D) Rules governing Seniority, Lay-off and Re-hiring Procedure, as set forth in Appendix attached hereto shall be considered apart of this agreement.

SENIORITY CLAUSE:

- (1) The term "Seniority" as used herein shall have reference to an employee's right to a job and shall be based upon his length of continuous service and ability to efficiently fulfil the job requirements as determined and indicated by the Company's records.
- (2) Seniority applies by Division and Sections to Improvers, Workers, Operators, Tradesmen, and other such hourly rated employees who are governed by the rate, time and operation system.
 - (a) Excepting employees who, as members of the Armed Forces, shall, under the provisions of the Reinstatement in Civil Employment Act of 1942, be entitled to have their length of service in the Armed Forces and shall, subject to provisions of the Act, be entitled to reinstatement with the Company on the basis of such length of service.
- (3) Length of service shall be the actual time an employee has worked for the Company and computed in terms of months and years only. Length of service shall accumulate from the time of hiring but does not come into force until a probationary period of two (2) months is worked, provided, however, an employee's record is not interrupted by such actions as:
 - (a) Going on strike
 - (b) Giving a definite quit
 - (c) Outstaying leave of absence
 - (d) Giving cause for discharge and/or
 - (e) Failing to report for work within five (5) days after being called back from lay-off or an incapacity termination unless satisfactory reason is given for such failure.
 - (aa) The term "strike" as used herein, shall have reference to an employee not having first completely availed himself of the procedure set forth in this agreement for Adjustment of Grievances.
 - (Bb) The term "definite quit" as used herein, shall have reference to an employee having notified the Employee Relations Section of his intention to leave the Company's employ and receiving Part 1 Certificate of Unemployment Insurance Commission.
 - (cc) The term "leave of absence" as used herein, shall have reference to an employee having been granted a leave of absence, the granting of which be in the discretion of the Company and shall be in writing.

(dd) The term "cause of discharge" as used herein, shall be reference to an employee's refusal to recognize that retaining his job is contingent upon good behaviour, efficiency and honesty.

(4) EMPLOYEE'S MERIT RATING: as used herein, is written evidence of supervision's judgment of an individual as an employee of the Company and is passed upon by the General Foreman and Division Head. In making a "merit rating" consideration, is given to the employee's ability to do the operation, his speedⁱⁿ doing the operation, his regularity of attendance and the extent to which he can be trusted to follow instructions, remain on the job, and get along satisfactorily with his fellow workers.

(5) LOSS OF SENIORITY:

An employee shall loss his seniority in the following cases;

- (a) If he is discharged, subject to his right to demand a review of his discharge within seven (7) days following such discharge. If reinstated, his seniority rights shall be restored.
- (b) If he leaves voluntarily, unless he has been granted a written leave of absence, the granting of which shall be at the discretion of the Company and shall be for a definite period.
- (c) If he fails to report to work within five (5) days after the termination of a leave of absence or after being notified to report for work following a lay-off, unless in either case he can give a reason satisfactory to the Company for such failure to report within the time prescribed.
- (d) If he is laid off due to lack of work for a period in excess of twelve (12) months.

(6) LAY-OFF PROCEDURE

Lay-off due to lack of work shall be by operation within a Division or Section, subject to an employee's right to work at some other operation or operations, as provided below.

- (a) The following order shall be adopted in cases of lay-off from an operation due to lack of work:
 - (1) Employees with no seniority
 - (2) Improvers or Workers, on the basis of seniority
 - (3) Operators and Tradesmen, on the basis of seniority

LAY-OFF PROCEDURE (Cont'd)

- (b) An employee laid off from one operation due to lack of work shall have the right, on the basis of seniority, to transfer to another operation in which he had previously worked provided he had reached the classification of Operator and had a satisfactory merit rating when he left such previous operation. If an employee who has been laid off from one operation fails, within a reasonable time, to demonstrate a satisfactory ability to perform the work required of an Operator, he shall be subject to lay-off from the Company without further opportunity.
- (c) Notwithstanding the provisions of Section (b) a Tradesman shall have the right to transfer within his Division or Section to any operation included in his trade and any Operator shall have a right to transfer within his Division or Section to any operation included in his trade and any Operator shall have a right to transfer within his Division or Section to the operation of helper, in each case on the basis of Seniority.
- (d) If an employee who has been laid off from an operation and being offered work in another operation refuses, he shall not thereby lose his seniority.

(7) DISABILITY

Men disabled in the Company's service or incapacitated by reason of age or infirmity may, at the discretion of the Company, be exempted from the provisions of the seniority rules and be given the preference of such work as they are capable of performing.

(8) DEVIATIONS

Any deviation from existing seniority rules and regulations shall be made the subject of a conference between the Union's representatives and the Company.

(9) RE-HIRING PROCEDURE

- (1) In the event of an increase in staff in any operation, the Company shall be entitled to transfer any employee to such operation provided that he has as much seniority as any former employee entitled to be recalled to such operation.
- (2) In the event that it is necessary to re-hire employees to any operation the following order shall be adopted, wherever possible.
- (a) Former operators and tradesmen on the basis of seniority.

RE-HIRING PROCEDURE (Cont'd)

- (b) Former improvers and workers on the basis of seniority.
- (3) The right of preference of former employees to be recalled shall apply to all operations performed by them during their employ and which, in the opinion of the Company, they can perform with a satisfactory merit rating.
- (4) Employees entitled to be recalled shall be notified personally through the Union, or by letter sent to their last known address. Employees so notified are requested to communicate with the Employment Office immediately. If an employee fails to report to work within five (5) days following such notification, he shall lose his seniority rights unless he can give a reason satisfactory to the Company for such failure to report within the time prescribed.
- (5) In order to protect their seniority rights, employees who have been laid off must advise the Employment Office of any changes of address.

ADJUSTMENT OF GRIEVANCES:

Should differences arise between the Company and the Union, or its members employed by the Company, as to the meaning and application of provisions of this agreement, or should any employee, or group of employees, have a grievance, there shall be no suspension of work on account of such differences or grievances immediately in the following manner:

- (A) Any member or members of the Union, having a grievance will take the matter up with his foreman. Such member or members may, if so desired, be accompanied by a member of the Department Grievance Committee.
- (B) Failing settlement, within a reasonable time, the employee, accompanied by a member or members of the Department Grievance Committee, shall take the matter to the Department Superintendent.
- (C) Failing settlement, the Grievance Committee Member shall report, in writing, to the Union Executive Committee, and this Committee, consisting of three members, shall discuss the matter with the General Superintendent or his representative.
- (D) Failing settlement, the matter shall be referred to the Representative of the National Organization, who, accompanied by three members of the Union Executive, shall confer with the General Manager, or his authorized representative.
- (E) It is the intent of the Company and the Union to use all means to settle a dispute without resorting to lockout or strike. Therefore, it is agreed that any differences not finally settled by the above procedure shall be referred to the Provincial Department of Labour.
- (F) The duties of the Department Grievance Committee shall be confined to settlement of grievances arising in their department by discussion with the Department Foreman and Superintendent. No member of the Union Executive or any Member of a Department Committee shall leave his place of duty during working hours, without notice to, and permission from, his Department Superintendent, or representative. Members of the Union Executive or Department Committee will be afforded such time off, without pay, that may be required to conduct Union Business. Meetings between the Union Executive and the Works Manager, or his representative, if there is any business to be transacted, shall be held on the last Friday of each month, between the hours of 3:00 P.M. and 5:00 P.M. provided, however, that matters that cannot be reasonably delayed until the time of the next meeting may be presented by calling a special meeting.

SAFETY AND HEALTH:

The Company shall make reasonable provisions for the safety and health of its employees at the works during hours of employment. In cases where special protective devices, or wearing apparel are required by law for the protection of employees, the same shall be supplied by the Company free of cost.

CHANGES IN EQUIPMENT:

The Company reserves the right to improve present equipment or processes or to install new equipment either as a substitute for, or in addition to present equipment in any part of the works.

The Company agrees to place any men displaced by such action on other work in accordance with the seniority clause.

LEAVE OF ABSENCE AND RE-EMPLOYMENT OF UNION OFFICERS:

- (A) The Company will grant reasonable leave of absence without pay, to delegates of the Union when necessary for the transaction of Union business.
- (B) Any employee elected as a full time Union Official shall be given six (6) months leave of absence and shall be given special consideration as to re-employment upon termination of his term of office and leave of absence. If, at such time, there is a position open to which he is suited, due to his ability and experience, he shall be given preference over other applicants.

DISABILITY OF EMPLOYEES:

Men not capable of performing their regular duties by reason of age, or infirmity, may at the Company's discretion, be given the preference of such work as they are capable of doing, and at a rate of wages not less than the minimum specified for the operation performed. Thirty days notice shall be given to the employee before the new rates become effective.

EXPIRATION OF AGREEMENT:

This agreement is in effect from NOVEMBER 7th, 1948 and will continue in full force and effect to NOVEMBER 7th, 1949 and from year to year thereafter, unless notification in writing to re-open agreement is served by either of the parties hereto. Such notification to be served not earlier than sixty (60) days or ~~not~~ later than thirty (30) days prior to the expiration date of the agreement. Upon receipt of such notification the parties hereto agree to meet within thirty (30) days with the object of adjusting any matters requiring attention in the present agreement or to make a new agreement.

OBLIGATIONS:

- (A) The Union undertakes to co-operate with any Management Labour Production Committee formed under the auspices of the Industrial Production Board of the Federal Government of Labour Scheme, and will support the enforcement of Company rules and regulations on the part of the employees covered by this agreement.

During the term of this agreement, the Company agrees that there shall be no lock-out and the Union agrees that if during the life of this agreement or any renewal thereof, the Union or any of its Officers or members authorize, instigate, support or participate in any strike, slow-down, stoppage of work or interference with production which takes place contrary to law or in violation of this agreement or any term or condition thereof, the Company may:

- (a) Treat this agreement and every term and condition thereof as cancelled and of no further force or effect and refuse to deal further with the Union as the Bargaining Representative of its employees.

- (B) All provisions and terms of this agreement are hereto mutually agreed to by and between the Canadian Tube & Steel Products Limited and all members of the United Steelworkers of America, C. I. O. Local Union No. 2423, and signed by the representatives of the parties hereto who have been duly authorized to execute same on behalf of the Canadian Tube & Steel Products Limited, and on behalf of the United Steelworkers of America, C. I. O. Local Union No. 2423 respectively.

- (C) That the fulfilment of this agreement and that of any subsequent or supplementary joint agreements entered into shall be fully observed by the United Steelworkers of America, C. I. O. and the Officers of Local Union No. 2423 United Steelworkers of America, C. I. O. and the Company, and it is their duty to see that such agreements are carried out both in the letter and in the spirit.

Signed on behalf of UNITED STEELWORKERS OF AMERICA, C. I. O. Local Union
No. 2423

Representative, U.S.W. of America, C. I. O.

Henry Reed
President of Local Union No. 2423

Arthur Fréchette
Secretary of Local Union No. 2423

Harold Goddard
Treasurer of Local Union No. 2423

Signed on behalf of the CANADIAN TUBE & STEEL PRODUCTS LIMITED.

W.E. Brown
General Manager

B. Rider
Works Manager.

A.E. Andrews
Personnel Manager

HOLIDAY CLAUSE AGREEMENT

BETWEEN

CANADIAN TUBE & STEEL PRODUCTS LIMITED

AND

UNITED STEELWORKERS OF AMERICA. C.I.O.

LOCAL UNION NO. 2423

Montreal, Que.
Effective, Sunday, May 9th, 1948.

19/1568^c

19/1568^c

HOLIDAY CLAUSE AGREEMENT

BETWEEN

CANADIAN TUBE & STEEL PRODUCTS LIMITED

AND

UNITED STEELWORKERS OF AMERICA. C.I.O.

LOCAL UNION NO. 2423

CANADIAN TUBE & STEEL PRODUCTS LIMITED.

Holiday Clause Agreement

It has been agreed that the following Holiday Clause shall be incorporated into the Agreement dated November 7th, 1947, and will form part of such Agreement, to remain in effect from May 9th, 1948, to November 7th, 1948, or any renewal thereof

The following days shall be considered as Statutory Holidays ;

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

Of the above such Holidays the following four (4)

New Year's Day
Dominion Day
Labour Day
Christmas Day

shall be designated as " paid " Statutory Holidays. Payment will be made subject to the following conditions.

Any hourly rated employee who does not work on any such holiday but who has worked the day preceding and who works the day following, or has been granted a specified holiday leave of absence, will be paid on the basis of straight, time, at his regular hourly rate.

Signed on behalf of UNITED STEELWORKERS OF AMERICA, C.I.O. Local Union
No. 2423.

R.J. Lamoureux
Representative U.S.Q. of America, C.I.O.

Representative U.S.W. of America, C.I.O.

Henry Reed
President of Local Union No. 2423

Garfield Maugrain
Secretary of Local Union No. 2423

Harold Goldard
Treasurer of Local Union No. 2423

Signed on behalf of the CANADIAN TUBE & STEEL PRODUCTS LIMITED.

W.E. Brown
General Manager

B. Cide
Assistant to the General Manager.

A.E. Andrews.
Personnel Manager.

SUPPLEMENTARY WAGE AGREEMENT

BETWEEN

CANADIAN TUBE & STEEL PRODUCTS LIMITED

AND

UNITED STEELWORKERS OF AMERICA. C.I.O.

LOCAL UNION NO. 2423

Montreal, Que.

Effective Sunday, May 9th, 1948.

19/1568 ⁶—

SUPPLEMENTARY WAGE AGREEMENT

BETWEEN

CANADIAN TUBE & STEEL PRODUCTS LIMITED

AND

UNITED STEELWORKERS OF AMERICA C.I.O.
LOCAL UNION NO. 2423

CANADIAN TUBE & STEEL PRODUCTS LIMITED

Supplementary Wage Rate Agreement

- (A) It is hereby understood and agreed that the following Supplementary Wage Rate Agreement, as provided for in Agreement dated November 7th, 1947, will now form part of such Agreement and shall remain in effect from May 9th, 1948, to November, 7th 1948, or, any renewal thereof.
- (B) The parties agree to accept a revision of all existing wage rates on the basis of Job Evaluation as determined by the Company's established method of Job Classification and time Study.
- (C) It is further agreed that an appeal period of thirty (30) days as from May 9th, 1948, shall be allowed for the purpose of reviewing any job evaluated rates which are lower than the existing rates. It is clearly understood in connection with the above appeals that both parties must be in agreement, otherwise the job evaluated rates, as at present determined, shall remain in effect.
- (D) The Company agrees to increase the existing Job Evaluated Hourly rates by the sum of eleven and one-half ($11\frac{1}{2}$) cents per hour, such adjustment to be applied in the following manner :
- (1) "Hourly Rated " Occupations (No incentive or bonus)

The present established Job Evaluated Hourly rates shall be increased by eleven and one-half ($11\frac{1}{2}$) cents per hour.
 - (2) "Hourly Rated Plus Bonus " Occupations

The present established Job Evaluated Hourly rates shall be increased by eleven and one-half ($11\frac{1}{2}$) cents per hour, and no change shall be made in the existing bonus rates.
 - (3) "Hourly Rated and " or Other Incentive " Occupations

The existing hourly and incentive rates shall remain in effect until time Studies have been completed and new incentive rates determined in accordance with the existing Job Evaluated Hourly Rate plus the eleven and one-half ($11\frac{1}{2}$) cents per hour. During the period of these studies it is agreed that in addition to the existing hourly or incentive rate earned, a bonus payment of eleven and one-half ($11\frac{1}{2}$) cents for each hour worked, shall be made.

Signed on behalf of UNITED STEELWORKERS OF AMERICA. C.I.O. Local Union
No 2423.

Illisible
Representative U.S.W. of America. C.I.O.

Representative U.S.W. of America. C.I.O.

Henry Reed
President of Local Union No. 2423

Garfield Maugrain
Secretary of Local Union No. 2423

Harold Goddard
Treasurer of Local Union No. 2423

Signed on behalf of CANADIAN TUBE & STEEL PRODUCTS LIMITED

W.E. Brown
General Manager

B. Cide
Assistant to the General Manager

A.E. Andrews
Personnel Manager.

A G R E E M E N T

B E T W E E N

CANADIAN TUBE AND STEEL PRODUCTS LIMITED

A N D

UNITED STEELWORKERS OF AMERICA, C.I.O.
LOCAL UNION NO. 2423

MONTREAL, QUE.

19/
No/1568

PREAMBLE:

- (A) This agreement dated Nov. 7th 1947 is entered into between Canadian Tube & Steel Products Limited (hereinafter referred to as the Company) and the United Steelworkers of America, C.I.O. Local Union No. 2423, (hereinafter called the Union) who have been certified to act on behalf of the employees of the Company under the Quebec Labour Act, certification of June 20th, 1945.
- (B) It is the intent and purpose of the parties hereto that this agreement will promote and improve industrial and economic relationship between the employees concerned and the Company and to set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment, to be observed between the parties hereto.
- (C) The term "employee" as used in this agreement shall not include Foremen, Rollers, Chemists, Melters, Watchmen, or any salaried or confidential employees. It is agreed that a man shall be classed as a confidential employee and therefore excluded from the agreement, who:
1. Does work of a confidential nature.
 2. Has access to information which is not available on request to the public or other employees.
 3. Has occasion to certify to or on behalf of the Company, particulars of goods disposed of or rendered to or by the Company, or by persons other than employees.

MANAGEMENT:

- (A) The Management of works and the direction of the working forces, including the right to hire, suspend or discharge for proper cause, and the right to relieve employees from duty because of lack of work and for other legitimate purposes, is vested exclusively in the Company.

- (B) In the case of re-hiring after a lay-off on account of lack of work, or relieving employees from duty for reason of lack of work and for other legitimate purposes, or transfer of employees from one department to another, the rules set forth in Seniority clause will govern.

- (C) The right to select employees for positions as foremen or other supervisory jobs is vested exclusively in the Company.

HOURS OF LABOR:

(A) It is understood and agreed by the parties hereto that under present circumstances, owing to the urgent need for increase of volume and speed of production, it may be necessary to work extra hours each day and each night. It is understood and mutually agreed that when changes are contemplated by either party to this agreement in the hours of work, no changes shall be made unless it is mutually agreed upon.

(B) The work day and work ^{WEEK} shall be as follows, for the different departments, namely.

SINGLE SHIFT OPERATIONS

Monday	9 hours	7:00 A.M. to	4.30 P.M.
Tuesday	9 hours	7:00 A.M. to	4.30 P.M.
Wednesday	9 hours	7:00 A.M. to	4.30 P.M.
Thursday	9 hours	7:00 A.M. to	4.30 P.M.
Friday	8 hours	7:00 A.M. to	8.30 P.M.
Saturday	4 hours	7:00 A.M. to	11.00 A.M.

CONTINUOUS OPERATIONS

Two (2) or Three (3) Shifts:

	<u>Shift -A-</u>		<u>Shift -B-</u>		<u>Shift -C-</u>
12	Midnight Sun.	to 7:00 A.M. Mon.	7:00 A.M. Mon.	to 3:00 P.M.	3:00 P.M. Mon. to 11:00 P.M.
11	P.M. Mon	to 7:00 A.M. Tues.	7:00 A.M. Tues.	to " " "	" Tues. to " "
11	P.M. Tues	to 7:00 A.M. Wed.	7:00 A.M. Wed.	to " " "	" Wed. to " "
11	P.M. Wed	to 7:00 A.M. Thurs.	7:00 A.M. Thurs.	to " " "	" Thu. to " "
11	P.M. Thurs	to 7:00 A.M. Fri.	7:00 A.M. Fri.	to " " "	" Fri. to " "
11	P.M. Fri	to 7:00 A.M. Sat.	7:00 A.M. Sat.	to " " "	" Sat. to " "

Except where men are required throughout the week-end, such as, Firemen, Heaters, Produccermen, etc., when the regular shifts from 7:00 A.M. to 3:00 P.M. 3:00 P.M. to 11:00 P.M., 11:00 P.M. to 7:00 A.M., will constitute the working hours.

(C) The working hours shall be exclusive of lunch period, and such lunch period shall be one-half hour, from 12:00 to 12:30, except for employees working on continuous operating jobs, when working hours shall be inclusive of lunch period.

(D) Time and one-half shall be paid for time worked in excess of standard daily work hours, as stated in clause "B" above, in the different departments.

The hours between 12 midnight Saturday to 12 midnight Sunday will be paid for at the rate of time and one-half.

(E) The regular week for determining payroll shall be the period of time between 12 midnight Saturday to 12 midnight the following Saturday.

(F) Time worked by employees on days that are designated in this agreement as Statutory Holidays shall be paid for at straight time rates plus one-half such straight time rate. (Such holidays are defined on page 6.)

(G) Any employee reporting for work at the beginning of his regular shift, who has not been previously advised that his services are not required in his usual occupation, will be offered such work as is available, but, if no work is available and he is

Cont'd.

sent home by the foreman he shall be paid for three hours at his usual hourly rate. Time worked by men who are called out on a breakdown job shall be classed as overtime, shall be paid at the rate of time and one-half and the employee shall be paid a minimum of five (5) hours.

If an employee or group of employees are required to work overtime and desire to go home for supper they will be allowed one (1) hour at straight time rates providing said overtime is in excess of three hours, but if they elect to work straight through the supper period they will be paid at the regular rate plus one-half such regular rate.

RATES OF WAGES:

- (A) The parties hereto agree that the existing wage rates shall remain in effect for a period of six (6) months. Either party may, during the thirty (30) days prior to the termination of this six (6) month period, by written notice to the other party, request a meeting for a discussion of possible revisions of such existing wage rates.

Should it be necessary, due to installation of new equipment or changes in operating procedure, to establish new wage rates for jobs connected with such equipment, or, affected by such changes in operating procedure, these rates shall be determined by the Company's established method of job classification and time study.

- (B) It is agreed where an employee is assigned temporarily to perform work in a classification paying a lower rate than his own, he shall be paid his regular rate providing that his regular occupation is required in operation. If an employee is assigned temporarily or permanently to perform work in a classification paying a higher rate than his own he shall be paid the rate of the higher classification for such time as he is employed in the higher classification.

- (C) All employees shall be paid once each week.

VACATIONS WITH PAY:

(A) It is understood and agreed that employees with less than one year's continuous service will be granted one half ($\frac{1}{2}$) day for each full calendar month which he has been continuously in the employ of the Company. This vacation pay to be calculated at the rate of 2% of wages earned during the period of service entitling him to his vacation.

(B) It is also agreed that one week's vacation with pay, will be granted to those employees who have completed twelve (12) months continuous service prior to May 1st, 1948, and two weeks vacation with pay, will be granted to those employees who have completed five (5) or more years of continuous service prior to May 1st, 1948.

The granting of vacations, as listed above, shall be subject to the following conditions:

(C) Vacation will only be granted to those employees who have not been absent from work more than fourteen (14) standard working days during the period entitling him to his vacation.

(D) Vacations will be granted at a time convenient to the Company.

(E) In the case of leave of absence or lost time on account of hospitalisation, time lost will not be counted as absenteeism.

(F) Vacation pay for each week of the vacation period shall be equal to two per cent (2%) of the wages earned during the period of service entitling him to his vacation, namely May 1st, 1947, to April 30th, 1948.

(G) Vacation pay will not be allowed for vacations granted and not taken by the employee.

HOLIDAYS:

The following days shall be considered as Statutory Holidays:

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

Of the above such holidays the following three (3)

New Year's Day
Labour Day
Christmas Day

shall be designated as "Paid" Statutory Holidays. Payment being made subject to the following conditions.

Any hourly rated employee who **does** not work on any such holiday but who has worked the day preceding and who works the day following, or has been granted a specific holiday leave of absence, will be paid on the basis of straight time, at his regular hourly rate.

RECOGNITION:

- (A) The Company recognizes the Union as the Certified Collective Bargaining Agency for the employees of the Company.
- (B) The Company recognizes and will not interfere with the right of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Company, or any of its agents against any members because of membership in the Union. The Union agrees not to intimidate or coerce employees into membership and also not to solicit membership or distribute propaganda or transact any other business of the Union on the Company's time, other than as provided in this agreement.
- (C) The Company agrees that there shall be no different treatment in the matter of wages, hours and working conditions between employees who are members of the Union and those who are not.
- (D) The Company agrees that during the life of the agreement the Company will not recognize any Collective Bargaining Agency other than the United Steelworkers of America, C.I.O.

SENIORITY CLAUSE:

The term "Seniority" as used herein shall have reference to an employee's right to a job and shall be based upon his "continuous" length of service and ability to efficiently fulfill the job requirements as determined and indicated by the Company's records.

- (A) Seniority applies by Divisions and Sections of the Plant which are:

- No. 1 Wire Mill
- No. 2 Rolling Mills (10",18") Finishing Mill, Billet Yard, Reinforcing
- No. 3 Foundry, Scrap Yard
- No. 4 Pipe Mill, Gas House
- No. 5 Bolt & Nut
- No. 6 Mechanical and Service Department
- No. 7 Electrical
- No. 8 Fence Department
- No. 9 General Yard

- (B) In the event of lay-off due to lack of work, exceptional employees shall have special consideration as to seniority. Exceptional employees are employees whose skill and ability in the judgment of Management are of exceptional value to the plant.

- (C) When (at the Company's request) an employee is transferred from one Division or Section to another for any reason, there shall be no loss of length of service nor shall he lose his seniority standing in the previous division or section.

- (D) Rules governing Seniority, Lay-off and Re-hiring Procedure, as set forth in Appendix attached hereto shall be considered a part of this agreement.

A P P E N D I X

SENIORITY CLAUSE:

- (1) The term "Seniority" as used herein shall have reference to an employee's right to a job and shall be based upon his length of continuous service and ability to efficiently fulfil the job requirements as determined and indicated by the Company's records.
- (2) Seniority applies by Divisions and Sections to Improvers, Workers, Operators, Tradesmen, and other such hourly rated employees who are governed by the rate, time and operation system.
 - (a) Excepting employees who, as members of the Armed Forces, shall, under the provisions of the Reinstatement in Civil Employment Act of 1942, be entitled to have their length of service in the Armed Forces and shall, subject to provisions of the Act, be entitled to reinstatement with the Company on the basis of such length of service.
- (3) Length of service shall be the actual time an employee has worked for the Company and computed in terms of months and years only. Length of service shall accumulate from the time of hiring but does not come into force until a probationary period of two (2) months is worked, provided, however, an employee's record is not interrupted by such actions as:
 - (a) Going on strike
 - (b) Giving a definite quit
 - (c) Outstaying leave of absence
 - (d) Giving cause for discharge and/or
 - (e) Failing to report for work within five (5) days after being called back from lay-off or an incapacity termination unless satisfactory reason is given for such failure.
 - (aa) The term "strike" as used herein, shall have reference to an employee not having first completely availed himself of the procedure set forth in this agreement for Adjustment of Grievances.
 - (bb) The term "definite quit" as used herein, shall have reference to an employee having notified the Employee Relations Section of his intention to leave the Company's employ and receiving Part 1 Certificate of Unemployment Insurance Commission.
 - (cc) The term "leave of absence" as used herein, shall have reference to an employee having been granted a leave of absence, the granting of which be in the discretion of the Company and shall be in writing.

(dd) The term "cause of discharge" as used herein, shall be reference to an employee's refusal to recognize that retaining his job is contingent upon good heaviour, efficiency and honesty.

(4)

EMPLOYEE'S MERIT RATING: as used herein, is written evidence of supervision's judgment of an individual as an employee of the Company and is passed upon by the General Foreman and Division Head. In making a "merit rating" consideration is given to the employee's ability to do the operation, his speed in doing the operation, his regularity of attendance and the extent to which he can be trusted to follow instructions, remain on the job, and get along satisfactorily with his fellow workers.

(5)

LOSS OF SENIORITY:

An employee shall lose his seniority in the following cases:

- (a) If he is discharged, subject to his right to demand a review of his discharge within seven (7) days following such discharge. If reinstated, his seniority rights shall be restored.
- (b) If he leaves voluntarily, unless he has been granted a written leave of absence, the granting of which shall be at the discretion of the Company and shall be for a definite period.
- (c) If he fails to report to work within five (5) days after the termination of a leave of absence or after being notified to report for work following a lay-off, unless in either case he can give a reason satisfactory to the Company for such failure to report within the time prescribed.
- (d) If he is laid off due to lack of work for a period in excess of twelve (12) months.

(6)

LAY-OFF PROCEDURE:

Lay-off due to lack of work shall be by operation within a Division or Section, subject to an employée's right to work at some other operation or operations, as provided below.

- (a) The following order shall be adopted in cases of Lay-off from an operation due to lack of work.
 - (1) Employees with no seniority
 - (2) Improvers or Workers, on the basis of seniority
 - (3) Operators and Trademen, on the basis of seniority

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LAY-OFF PROCEDURE: (Cont'd....)

- (b) An employee laid off from one operation due to lack of work shall have the right, on the basis of seniority, of transfer to another operation in which he had previously worked provided he had reached the classification of Operator and had a satisfactory merit rating when he left such previous operation. If an employee who has been laid off from one operation fails, within a reasonable time, to demonstrate a satisfactory ability to perform the work required of an Operator, he shall be subject to lay-off from the Company without further opportunity.
- (c) Notwithstanding the provisions of Section (b) a Tradesman shall have the right to transfer within his Division or Section to any operation included in his trade and any Operator shall have a right to transfer within his Division or Section to any operation included in his trade and any Operator shall have a right to transfer within his Division or Section to the operation of helper, in each case on the basis of Seniority.
- (d) If an employee who has been laid off from an operation and being offered work in another operation refuses, he shall not thereby lose his seniority.

(7) DISABILITY:

Men disabled in the Company's service or incapacitated by reason of age or infirmity may, at the discretion of the Company, be exempted from the provisions of the seniority rules and be given the preference of such work as they are capable of performing.

(8) DEVIATIONS:

Any deviation from existing seniority rules and regulations shall be made the subject of a conference between the Union's representatives and the Company.

(9) RE-HIRING PROCEDURE:

- (1) In the event of an increase in staff in any operation, the Company shall be entitled to transfer any employee to such operation provided that he had as much seniority as any former employee entitled to be recalled to such operation.
- (2) In the event that it is necessary to re-hire employees to any operation the following order shall be adopted, wherever possible:
 - (a) Former operators and tradesmen on the basis of seniority.

RE-HIRING PROCEDURE (Cont'd)

- 4 -

- (b) Former improvers and workers on the basis of seniority.
- (3) The right of preference of former employees to be recalled shall apply to all operations performed by them during their employ and which, in the opinion of the Company, they can perform with a satisfactory merit rating.
- (4) Employees entitled to be recalled shall be notified personally through the Union, or by letter sent to their last known address. Employees so notified are requested to communicate with the Employment Office immediately. If an employee fails to report to work within five (5) days following such notification, he shall lose his seniority rights unless he can give a reason satisfactory to the Company for such failure to report within the time prescribed.
- (5) In order to protect their seniority rights, employees who have been laid off must advise the Employment Office of any change of address.

ADJUSTMENT OF GRIEVANCES:

Should differences arise between the Company and the Union, or its members employed by the Company, as to the meaning and application of provisions of this agreement, or should any employee, or group of employees, have a grievance, there shall be no suspension of work on account of such differences or grievances but an earnest effort shall be made to settle such differences or grievances immediately in the following manner:-

- (A) Any member or members of the Union, having a grievance will take the matter up with his foreman. Such member or members may, if so desired, be accompanied by a member of the Department Grievance Committee.
- (B) Failing settlement, within a reasonable time, the employee, accompanied by a member or members of the Department Grievance Committee, shall take the matter to the Department Superintendent.
- (C) Failing settlement, the Grievance Committee Member shall report, in writing, to the Union Executive Committee, and this Committee, consisting of three members, shall discuss the matter with the General Superintendent or his representative.
- (D) Failing settlement, the matter shall be referred to the Representative of the National Organization, who, accompanied by three members of the Union Executive, shall confer with the General Manager, or his authorized representative.
- (E) It is the intent of the Company and the Union to use all means to settle a dispute without resorting to lockout or strike. Therefore, it is agreed that any differences not finally settled by the above procedure shall be referred to the Provincial Departments of Labour.
- (F) The duties of the Department Grievance Committee shall be confined to settlement of grievances arising in their department by discussion with the Department Foreman and Superintendent. No member of the Union Executive or any member of a Department Committee shall leave his place of duty during working hours, without notice to, and permission from, his Department Superintendent, or representative. Members of the Union Executive or Department Committee will be afforded such time off, without pay, that may be required to conduct Union Business. Meetings between the Union Executive and the General Superintendent, or his representative, if there is any business to be transacted, shall be held on the last Friday of each month, between the hours of 3:00 P.M. and 5:00 P.M. provided, however, that matters that cannot be reasonably delayed until the time of the next meeting may be presented by calling a special meeting.

SAFETY AND HEALTH:

The Company shall make reasonable provisions for the safety and health of its employees at the works during hours of employment. In cases where special protective devices, or wearing apparel are required by law for the protection of employees, the same shall be supplied by the Company free of cost.

CHANGES IN EQUIPMENT:

The Company reserves the right to improve present equipment, or processes or to install new equipment either as a substitute for, or in addition to present equipment in any part of the works.

The Company agrees to place any men displaced by such action on other work in accordance with the seniority clause.

LEAVE OF ABSENCE AND RE-EMPLOYMENT OF UNION OFFICERS:

- (A) The Company will grant reasonable leave of absence , without pay, to delegates of the Union when necessary for the transaction of Union business.

- (B) Any employee elected as a full time Union Official shall be given six (6) months leave of absence and shall be given special consideration as to re-employment upon termination of his term of office and leave of absence. If, at such time, there is a position open to which he is suited, due to his ability and experience, he shall be given preference over other applicants.

DISABILITY OF EMPLOYEES:

Men not capable of performing their regular duties by reason of age, or infirmity, may at the Company's discretion, be given the preference of such work as they are capable of doing, and at a rate of wages not less than the minimum specified for the operation performed. Thirty days notice shall be given to the employee before the new rates become effective.

EXPIRATION OF AGREEMENT:

This agreement is in effect from Nov. 7th 1947, and will continue in full force and effect to Nov. 7th 1948, and from year to year thereafter, unless notification in writing to re-open agreement is served by either of the parties hereto. Such notification to be served not later than thirty (30) days prior to the expiration date of the agreement . Upon receipt of such notification the parties hereto agree to meet within thirty (30) days with the object of adjusting any matters requiring attention in the present agreement or to make a new agreement.

The Union agrees that a vote of its members will be taken not later than ten (10) days after negotiation of the agreement is completed . Any new agreement will be signed within five (5) days after the approval of the membership.

OBLIGATIONS:

(A) The Union undertakes to co-operate with any Management Labour Production Committee formed under the auspices of the Industrial Production Board of the Federal Department of Labour Scheme, and will support the enforcement of Company rules and regulations on the part of the employees covered by this agreement.

During the term of this agreement, the Company agrees that there shall be no lock-out and the Union agrees that if during the life of this agreement or any renewal thereof, the Union or any of its officers or members authorize, instigate, support or participate in any strike, slow-down, stoppage of work or interference with production which takes place contrary to law or in violation of this agreement or any term or condition thereof, the Company may.

(a) Treat this agreement and every term and condition thereof as cancelled and of no further force or effect and refuse to deal further with the Union as the Bargaining Representative of its employees.

(B) All provisions and terms of this agreement are hereto mutually agreed to by and between the Canadian Tube & Steel Products Limited and all members of the United Steelworkers of America, C.I.O. Local Union No. 2423, and signed by the representatives of the parties hereto who have been duly authorized to execute same on behalf of the Canadian Tube and Steel Products Limited, and on behalf of the United Steelworkers of America, C.I.O. Local Union No. 2423 respectively.

(C) That the fulfilment of this agreement and that of any subsequent or supplementary joint agreements entered into shall be fully observed by the United Steelworkers of America, C.I.O. and the Officers of Local Union No. 2423 United Steelworkers of America, C.I.O. and the Company, and it is their duty to see that such agreements are carried out both in the letter and in the spirit.

Signed on behalf of UNITED STEELWORKERS OF AMERICA, C.I.O. Local Union
No. 2423.

----- LAMOUREUX
Representative, U.S.W. of America, C.I.O.

J.A. WAVER
Representative, U.S.W. of America, C.I.O.

HENRY REED
President of Local Union No. 2423

FARFIELD MONGRAIN
Secretary of Local Union No. 2423

HAROLD GODDARD
Treasurer of Local Union No. 2423

Signed on behalf of the CANADIAN TUBE AND STEEL PRODUCTS LIMITED

V.E. BROWN
General Manager

GEO. MATON
General Superintendent

----- RATTIE
Personnel Manager.

46.47

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EMPLOYEES' MANUAL

CANADIAN TUBE AND STEEL PRODUCTS LIMITED

MONTREAL

QUEBEC

19/1305

FOREWORD

This manual has been prepared for your guidance and information.

The first part is devoted to a summary of the more important Rules and Regulations of the Company.

The Second part consists of copies of the Collection of Dues Agreement and the Agreement covering rates of pay, hours of work and conditions of employment.

To derive the maximum benefit for yourself and your fellow employees it is necessary that you should at all times work safely and efficiently by observing all Rules and Regulations.

If there is anything about your work or working conditions that you do not understand, please talk the matter over with your Foreman.

in OCTOBER, 1946.

MEDICAL EXAMINATION.

All new employees are hired subject to satisfactory medical examination.

BADGES.

For security reasons and means of identification Badges shall be worn in a visible position when entering or leaving the Company's premises and at all times while/^{on}the Company's premises, or, engaged in work connected with the Company. If you are unable to show your Badge when requested you will not be allowed on the premises. It is strictly forbidden to loan, transfer or sell your Badge. A charge of 50¢ is made for the Badge and is refunded on termination of employment.

TIME CLOCKS

Every employee is given a punch number which corresponds with the number on his Badge. Your Time Clock Record is essential for calculation of your wages and also for Company records. Any employee punching a number other than his own will be subject to immediate discharge from the Employ of the Company.

Time Clocks must be punched prior to commencement of work, also on completion or work period.

WAGES.

If there appears to be an error in your weekly pay, notify your Foreman, An investigation will be made immediately.

FIRST AID.

Make Sure you know where the First Aid Station is located. In case of minor injury notify your Foreman and proceed immediately to the First-Aid Station. The Company retains a staff of Registered Nurses 24 hours a day to look after the injured. A doctor is retained to take care of the more serious cases.

After injury or sickness permission to return to work must be obtained from Company nurse or Company doctor.

IN CASE OF SERIOUS INJURY TO AN EMPLOYEE

From 9 a.m. to 5.30 p.m. - Call the nurse through the Company telephone operator.

From 5.30 p.m. to 9 a.m. - Call the nurse through Fitzroy 3321.

On Sundays and Holidays - Call Western Hospital, Wilbank 3121 be sure to give the exact location where the ambulance is required.

Gate No. 1 5765 Hamilton Street.

Gate No. 3 5870 St. Patrick Street.

Gate No. 4 5940 St. Patrick Street.

TOOLS AND SAFETY EQUIPMENT.

Safety Equipment will be supplied to any employee when working on or at any job that requires such protective equipment. This material will be considered as on loan to the employee and will remain the property of the Company. Broken or worn parts will be renewed, unless caused by negligence on the part of the employee. Any person failing to return protective equipment upon completion of a specific job or on severance of relationship will be charged cost price.

All skilled tradesmen such as Electricians and Machinists are expected to supply their own tools. On all other jobs in the plant the necessary tools will be supplied such as micrometers, calipers, scales, wrenches and tools for production units, etc.

Where such tools are supplied it must be understood that they are the property of the Company. - Therefore must not be removed from company premises.

Safety shoes, gloves, mitts and ladies' coveralls are available at cost price and may be purchased at the Employment Office. Special arrangements may be made for payments.

SAFETY RULES.

In a large industrial plant of this nature the danger of accidents through negligence is ever present. The Company has endeavoured in the past,

SAFETY RULES, (Cont'd)

and will continue, to take every possible precaution for the safety and welfare of all their employees. If there is any condition prevailing that may warrant safety measures to be taken, do not hesitate to present your suggestion to the safety man in the Department. Do it promptly - a person may be seriously hurt while you are thinking about what should have been done. Accident prevention is part of your job. If in doubt, refer to your Foreman.

DO NOT TAKE A CHANCE.

Listed below are some of the Safety Rules which should be obeyed at all times.

Goggles must be worn wherever there is any danger to the eyes from-

Grinding

Chipping

Dusty Locations

Blowing out motors

Handling Molten metal

Handling acids or other dangerous liquids.

Special goggles must be worn for-

Welding

Burning

Don't remove foreign particles from your own or another worker's eyes.

Don't operate any machine without authority.

Don't operate your machine unless the Safety Guard is closed.

Don't operate your machine unless the Safety Guard is in good condition.

Don't use defective tools

Don't clean or oil machinery when in motion

Don't use defective or insecurely placed ladders.

Don't use compressed air or oxygen to blow out dust or chips from your hair, clothing, work bench or machines.

Don't ride bicycles on the Company property

Don't distract the attention of another worker as you might cause him to be injured

Don't climb over, through, under or between railroad cars, Wait until the train passes or walk around the end of the train, giving yourself plenty of room.

STOP, LOOK AND LISTEN.

Don't wear gloves when operating any machines unless their use has been OK'd by the Foreman.

Don't wear running shoes.

Don't stand or walk under a crane load. Obey the floor man; listen for the crane bell.

Don't use gasoline for cleaning purposes.

Learn to lift the right way to avoid strains; bend your knees, keep your body erect, then push upward with your legs; it is much easier.

Horseplay, throwing things, scuffling and foaling in the Plant are very dangerous and will not be tolerated.

FEMALES.

When working at machines proper clothing must be worn, such as -

Slacks or Coveralls

Turbans or caps

No loose clothing or high heeled shoes will be permitted.

PROBLEMS.

We maintain a Personnel Department where you are free to call in and discuss any problem which you may have. Such calls, should be arranged to take place after your working hours, or by special arrangements with your Departmental Superintendent.

EMPLOYEE'S SUGGESTIONS

Employees suggestions for improvements are welcome and Suggestion Boxes are located throughout the plant for this purpose.

Money awards will be presented for original suggestions, if, after having been investigated they are accepted.

The types of suggestions eligible for awards are improvements that will -

Make the Canadian Tube & Steel Products Ltd. a safer place to work.

Reduce the Manufacturing cost of any product.

Eliminate waste.

Increase production.

Improve methods or procedures.

Make work easier, faster,
safer,

Improve maintenance and house-keeping facilities.

Save material, supplies, stationery.

EMPLOYERS' SUGGESTIONS (cont'd.)

Suggestions will be collected from the boxes on the 15th and 30th of each month, and acknowledgement will be made within seven days.

The final decision as to originality and acceptability of all suggestions shall rest with the Management.

ORGANIZATIONS

The individual has the right to belong to any Club, Society, Association or Union, which is lawful under the laws of Canada.

No person is allowed to solicit membership in any Club, Society, Association or Union when on Company premises.

LABOUR MANAGEMENT

PRODUCTION COMMITTEE

In co-operation with the United Steelworkers of America a "Joint Labour-Management Production Committee" is in operation. The primary purpose of the plan is to discuss, advise and recommend on matters pertaining to the production of our products.

Departmental Production Committees consist of employees elected by the members of the USWA employed in the particular department and representatives of the Management appointed by the Company.

BULLETIN BOARDS

Located throughout the Plant are Bulletin Boards for the purpose of keeping employees informed on matters of common interest to both Company and employees.

No notices may be posted on Bulletin Boards or any other part of the plant without first obtaining permission from the General Superintendent or his representative.

PASSES.

OUT Any employee leaving the Company's premises prior to the termination of his shift must present to the Watchman on duty an "Employee's Pass out". This form must be completed and signed by your Foreman and must also show the reason or cause for leaving the premises.

PARCEL Any employee leaving the Company's premises at any time and carrying or transporting material must present to the Watchman on duty a "Parcel Pass". This form must be completed and signed by your Foreman.

LEAVE OF ABSENCE

Leave of absence for reasonable cause may be granted at the discretion of your department superintendent.

CANTEENS

There is a canteen on the premises operated under/auspices of the Montreal Association for the Blind for the convenience of employees. Loitering at the canteen and abuse of canteen privileges will not be tolerated.

LIFE ASSURANCE.

A Group Life Assurance plan is operated in conjunction with the Sun Life Assurance Company of Canada.

This Life Assurance is available to employees subject to the acceptance of their application by the Sun Life Assurance Company.

Under the Assurance Plan the Company contributes a portion of the premium.

The Employees Premium Portion is as follows:-

	Monthly Premium	Amount of Assurance
Males 18 or under	30¢	\$ 500.00
Males 19 or over	60¢	1,000.00
Females	30¢	500.00

HOUSEKEEPING

Good housekeeping is expected of every employee. To keep the plant a clean, safe place to work, everyone has his own individual responsibility of keeping his work area in good order. This involves having material piled safely, keeping aisles clear and seeing that the floors are kept clear of refuse, oil or grease.

OFFENCE (Minor)

- 1.- Loitering
- 2.- Absence without notification and permission
- 3.- Violating the Bulletin Board rules of a minor nature
- 4.- Habitual lateness
- 5.- Improper use of Company property
- 6.- Selling tickets, soliciting contributions or distribution of handbills without permission.
- 7.- Failing to report to First Aid station upon returning after sickness or accident.
- 8.- Violation of Safety Rules of a minor nature.

OFFENCE (Minor) Cont'd.

- 9.- Failure to punch or improper punching of time clocks.
- 10.- Leaving job before quitting time.
- 11.- Seizure of salary or wages by garnishment,

Infractions of the above will render an employee liable to:-

1st offence Warning

2nd Offence Maximum three day-lay-off

3rd Offence Dismissal.

NOTE:- After an employee has had a clear record for 12 consecutive months with no offences, his record shall be considered as clear.

OFFENCE (Major)

- 1.- Habitual absenteeism or five consecutive days unexplained absence.
- 2.- Insubordination
- 3.- Theft
- 4.- Fighting
- 5.- Being on the Company's premises while under the influence of liquor.
- 6.- Drinking liquor on the plant
- 7.- Smoking in prohibited areas.
- 8.- Willful damage of Company property or property of others
- 9.- Any subversive activity
- 10.- Walking off the job
- 11.- Gambling
- 12.- Violating the Bulletin Board rules of a major nature

Infractions of the above will render an employee liable to:-

1st Offence Immediate Dismissal.

A G R E E M E N T

COLLECTION OF DUES, BETWEEN

CANADIAN TUBE AND STEEL PRODUCTS LIMITED

AND

UNITED STEELWORKERS OF AMERICA, C. I. O. LOCAL UNION
No. 2423.

PROPOSAL RE VOLUNTARY CHECK-OFF OF UNION DUES

SUBMITTED BY:

CANADIAN TUBE AND STEEL PRODUCTS LIMITED

July 6th, 1946.

1.- PREAMBLE

(a) This Agreement dated August 29th, 1946 is entered into between Canadian Tube and Steel Products Limited (hereinafter referred to as the Company) and the United Steelworkers of America, C. I. O. Local Union No. 2423 (hereinafter called the Union) who have been certified to act on behalf of the employees of the Company under the Quebec Labour Act, certification of June 20th, 1945.

(b) It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationship between the employees concerned and the Company.

(c) The Term "employee" as used in this agreement shall not include Foremen, Rollers, Chemists, Melters, Watchmen or any salaried or confidential employees. It is agreed that a man shall be classed as a confidential employee and therefore excluded from the agreement, who:-

- 1.- Does work of a confidential nature
- 2.- Has access to information which is not available on request to the public or other employees.
- 3.- Has occasions to certify to, or on behalf of the Company, particulars of goods disposed of or rendered to or by the Company, or by persons other than employees.

"2.- COLLECTION OF DUES

(a) The Company agrees that in respect of any employee who shall by his signature to the form of authorization hereinafter set forth authorize it so to do, it will collect, while such authorization remains in force, and remit to the Financial Secretary of the Union within fifteen days after such collection by deduction from the earnings of such employees in each month the amount of Union dues which it is so authorized to collect.

(b) The form of authorization is as follows:-

"I, the undersigned employee of Canadian Tube & Steel Products Limited as a member of the United Steelworkers of America, Local No. 2423, do, of my own free will and accord, hereby authorize and direct, Canadian Tube and Steel Products Limited to deduct monthly from my earnings accumulated to my credit, the sum of \$1.50 for Union dues and to pay the amount so deducted to from my earnings/the Financial Secretary of Local Union No. 2423, United Steelworkers of America, C.I.O. whose receipt therefor shall be a release and discharge to the Canadian Tube & Steel Products Limited for the amount so deducted from my earnings.

"This authorization shall be valid and effectual for the period of one year or the duration of the contract between Canadian Tube & Steel Products Limited and United Steelworkers of America, Local 2423, if such duration is less than one year. It is understood notification to discontinue the deduction can be given to the Company in writing, during the 30 days period prior to the expiration of the above mentioned contract or any renewal thereof. "

(c) The Company however shall not be obliged to collect, deduct or remitt Union dues as provided in paragraphs A and B hereof from and after:-

- "i) The expiry of this agreement or any renewal thereof;
- "ii) The occurrence contrary to law or in violation of the General Agreement on Working Conditions of any strike, slowdown, stoppage or work or interference with production which the Union or any of its Officers shall authorize, instigate, support, participate in or fail to take all reasonable means within their power to prevent: The responsibility of determining if the collection deductions or remittance of Union dues by the Company will be left with the Labour Relations Board of the Province of Quebec, the decision of which will be mandatory.
- "iii) The occurrence of any such strike, slowdown, stoppage of work or interference with production instigated, supported or participated in by any member of the Union other than its Officers, provided that, in this case, the Company shall be afforded the loyal support,

COLLECTION OF DUES, (Cont'd.)

cooperation and assistance of the Union and its Officers, in combatting such strike, slow-down, stoppage of work or interference with production and disciplining of those taking part herein and responsible therefor, 90 days after the cessation thereof, re-institute such collection, deduction and remission where the same may have been discontinued."

3. EXPIRATION OF AGREEMENT.

This agreement is in effect from August 29th, 1946 and will continue in full force and effect to August 29th, 1947.

Signed on behalf of UNITED STEELWORKERS OF American C. I. O. Local Union No. 2423.

(Signed) J. T. THOMPSON

Representative of U.S.W. of America, C.I.O.

Representative of U.S.W. of America, C.I.O.

(Signed) HENRY REED
President of Local Union No. 2423.

(Signed) CARFIELD MONGRAIN
Secretary of Local Union No. 2423.

(Signed) HAROLD GODDARD
Treasurer of Local Union No. 2423.

Signed on behalf of the CANADIAN TUBE AND STEEL PRODUCTS LIMITED

(Signed) W. E. BOWN
General Manager

(Signed) GEO. BEATON
General Superintendent

(Signed) R. P. PATTEE
Personnel Manager

A G R E E M E N T

BETWEEN

CANADIAN TUBE AND STEEL PRODUCTS LIMITED

AND

UNITED STEELWORKERS OF AMERICA, C. I. O.

LOCAL UNION No. 2423.

PREAMBLE

(a) This agreement dated August 20th, 1946 is entered into between Canadian Tube & Steel Products Limited (hereinafter referred to as the Company) and the United Steelworkers of America, C. I. O. Local Union No. 2423 (hereinafter called the Union) who have been certified to act on behalf of the employees of the Company under the Quebec Labour Act certification of June 20th, 1945.

(b) It is the intent and purpose of the parties hereto that this agreement will promote and improve industrial and economic relationship between the employees concerned and the Company and to set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment, to be observed between the parties hereto.

(c) The term "employee" as used in this agreement shall not include Foremen, Rollers, Chemists, Melters, Watchmen, or any salaried or confidential employees. It is agreed that a man shall be classed as a confidential employee and therefore excluded from the agreement who:-

- 1- Does work of a confidential nature.
- 2- Has access to information which is not available on request to the public of other employees.
- 3- Has occasion to certify to or on behalf of the Company, particulars of goods disposed of or rendered to or by the Company, or by persons other than employees.

MANAGEMENT

(a) The Management of Works and the direction of ^{the} working forces, including the right to hire, suspend or discharge for proper cause, and the right to relieve employees from duty because of lack of work and for other legitimate purposes, is vested exclusively in the Company.

(b) In the case of re-hiring after a lay-off on account of lack of work or relieving employees from duty for reason of lack of work, and for other legitimate purposes, or transfer of employees from one department to another. The rules set forth in Seniority clause will govern;

~~III~~

MANAGEMENT (Cont'd)

(c) The right to select employees for positions of foremen or other supervisory jobs is vested exclusively in the Company.

HOURS OF LABOUR

(a) It is understood and agreed by the parties that under present circumstances, owing to the urgent need for increase of volume and speed of production, it may be necessary to work extra hours each day and each night. It is understood and mutually agreed that when changes are contemplated by either parties to this agreement in the hours of work, no changes shall be made unless it is mutually agreed upon.

(b) The work day and work week shall be as follows for the different departments, namely:-

8 hour day 48 hour week.

(c) The working hours shall be exclusive of lunch period and ^{such} lunch period shall be one half hour, from 12.00 to 12.30 except for employees working on continuous operating jobs, when working hours shall be inclusive of lunch period.

(d) Time and one half shall be paid for time worked in excess of standard daily work hours, as stated in clause "B" above, in the different departments. The hours between 7.00 A.M. Sunday and 7.00 A.M. Monday will be paid at the rate of time and one-half.

(e) The regular week for determining payroll period shall be the period of time between 7.00 A.M. Monday and 7.00 A.M. the following Monday.

(f) Time worked by employees on such days that are designated in this agreement as statutory holidays shall be paid for at straight time rates plus one-half such straight time rate. (See Holidays)

(g) Any employee reporting for work at the beginning of his regular shift, who has not been previously advised that his services are not required in his usual occupation, will be offered such work as is available but, if such work is not available and he is sent home by the foreman he shall be paid for three hours at his usual hourly rate. Time worked by men who are called out on a breakdown job shall be classed as overtime, shall be paid at the rate of time and one-half and the employee or employees shall be paid a minimum of five (5) hours.

If an employee or group of employees are required to work overtime and desire to go home for supper they will be allowed one (1) hour at straight time rates, but, if they elect to work straight through the supper period they will be paid at the regular rate plus one half such regular rate.

RATES OF WAGES.

(a) The parties hereto agree that under existing Governmental Regulations, wage rates and working conditions affecting wage rates cannot be altered without the written direction or authorization of the Regional War Labour Board or the National Board, but, it is further agreed that until varied or confirmed by such authorization and/or by supplementary agreement, the present wage rates shall remain in effect. Such supplementary agreement or agreements shall then form part of this agreement.

(b) It is agreed where an employee is assigned temporarily to perform work in a classification paying a lower rate than his own, he shall be paid his regular rate providing that his regular occupation is required in operation. If an employee is assigned temporarily or permanently to perform work in a classification paying a higher rate than his own he shall be paid the rate of the higher classification for such time as he is employed in the higher classification.

(c) All employees shall be paid once each week.

(d) Cost of living bonus shall be paid in accordance with existing Governmental Regulations.

VACATIONS WITH PAY

It is understood and agreed that one week's vacation with pay will be granted to those employees who have completed twelve (12) months continuous service prior to June 30th 1947, and two weeks vacation, with pay, will be granted to those employees who have completed five (5) or more years of continuous service prior to June 30th 1947. The granting of such vacation shall be subject to the following regulations:-

(a) Vacation will be granted to those employees who have not been absent from work more than fourteen (14) standard working days during the previous twelve (12) months.

(b) Vacations will be granted at a time convenient to the Company.

(c) In the case of leave of absence or lost time on account of hospitalization, time lost will not be counted as absenteeism.

III

VACATIONS WITH PAY (Cont'd)

- (d) Vacation with pay for each week of the vacation period shall be the equivalent of the average weekly earnings of the employee for the quarter year period prior to that in which vacations occur.
- (e) Vacation pay will not be allowed for vacations granted and not taken by the employee.
- (f) Vacation period for employees will be allotted with special consideration to the employees' attendance for work and seniority.

HOLIDAYS

The following days shall be considered as holidays:-

- New Year's Day
- Good Friday
- Victoria Day
- Dominion Day
- Labour Day
- Thanksgiving Day
- Christmas Day

RECOGNITION

- (a) The Company recognizes the Union as the Certified Collective Bargaining Agency for the employees of the Company.
- (b) The Company recognizes and will not interfere with the right of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Company, or any of its agents against any members because of membership in the Union. The Union agrees not to intimidate or coerce employees into membership and also not to solicit membership or distribute propaganda or transact any other business of the Union on the Company's time, other than as provided in this agreement.,
- (c) The Company agrees that between employees who are members of the Union and those who are not, there shall be no different treatment in the matter of wages, hours and working conditions.

RECOGNITION (Cont'd)

(d) The Company agrees that during the life of the agreement the Company will not recognize any Collective Bargaining Agency other than the United Steelworkers of America, C. I. O.

SENIORITY CLAUSE.

The term "seniority" as used herein shall have reference to an employee's right to a job and shall be based upon his "continuous" length of service and ability to efficiently fulfil the job requirements with a work rating of "average" or better as determined and indicated by the Company's record.

(a) Seniority applies by Divisions and Sections of the Plant which are:-

- No. 1 - Wire Mill
- No. 2 - Rolling Mills (10", 18") Finishing Mill, Billet Yard.
- No. 3 - Foundry, Scrap Yard.
- No. 4 - Pipe Mill, Gas House
- No. 5 - Bolt & Nut
- No. 6 - Mechanical and Service Department
- No. 7 - Electrical
- No. 8 - Reinforcing
- No. 9 - Security Fence.

(b) In the event of lay-off due to lack of work, exceptional employees shall have special consideration as to seniority. Exceptional employees are employees whose skill and ability in the judgement of Management are of exceptional value to the Plant.

(c) When (at the Company's request) an employee is transferred from one Division or section to another for any reason, there shall be no loss of length of service nor shall he lose his seniority standing in the previous division or section.

(d) Rules governing Seniority, lay-off and Re-hiring Procedure, including special provisions governing apprentices and members of his Majesty's Armed Forces are set forth in Appendix attached hereto, which shall be considered as part of this Agreement.

A P P E N D I X

SENIORITY CLAUSE

- (1) The term "Seniority" as used herein shall have reference to an employee's right to a job and shall be based upon his length of continuous service and ability to efficiently fulfil the job requirements with a work rating of "average" or better as determined and indicated by the Company's records.
- (2) Seniority applies by Divisions and Sections to Improvers, Workers Operators, Tradesmen and other such hourly rated employees who are governed by the rate, time and operation system.
 - (a) Excepting apprentices, who during their apprenticeship, are governed by separate contracts with the Company and shall be entitled to have their length of service with the Company credited to the extent of their length of service of apprenticeship.
 - (b) Excepting employees who, as members of the Armed Forces, shall, under the Provisions of the Reinstatement in Civil Employment Act of 1942, and be credited with their length of service in the Armed Forces/shall, subject to provisions of the Act, be entitled to reinstatement with the Company on the basis of such length of service.
- (3) Length of Service before the introduction of this directive shall be the actual time an employee has worked for the Company and computed /in terms of months and years only. Length of service shall accumulate from the time of hiring but does not come into force until probationary period of two (2) months is worked, provided, however, an employee's record is not interrupted by such actions as:-
 - (a) Going on strike
 - (b) Giving a definite quit
 - (c) Outstaying leave of absence
 - (d) Giving cause for discharge and/or
 - (e) Failing to report for work within five (5) days after being called back from lay-off or an incapacity termination unless satisfactory reason is given for such failure.
 - (aa) The term "strike" as used herein shall have reference to an employee not having first completely availed himself of the procedure set forth in agreement for Adjustment of Grievances.
 - (bb) The term "definite quit" as used herein, shall have reference to an employee having notified in writing the Employee Relations

SENIORITY CLAUSE (Cont'd.)

Section of his intention and signing the Voluntary Leaving Clause of his departure Notice.

- (cc) The term "leave of absence" as used herein, shall have reference to an employee having been granted a leave of absence, the granting of which be at the discretion of the Company and shall be in writing.
- (dd) The term "cause of discharge" as used herein, shall be reference to an employee's refusal to recognize that the Retention of his job is on the basis of good behaviour, efficiency and honesty.
- (4) Employee's work rating of average or better as used herein, is written evidence of supervision's judgement of an individual as an employee of the Company and is passed upon by the General Foreman and Division Head. In making a "work rating" consideration is given to the employee's ability to do the operation, his speed in doing the operation, his regularity of attendance and the extent to which he can be trusted to follow instructions, remain on the job, and get along satisfactorily with his fellow workers. The degree of "average" is attained when performance is such that the foreman considers the relative result satisfactory, that is, not poor enough to have to warn the employee and not good enough to raise the foreman's enthusiasm. "Average" is used as a yardstick in determining degree of efficiency.
- (5) Loss of Seniority.- An employee shall lose his Seniority in the following cases:-
- (a) If he is discharged, subject to his right to demand a review of his discharge within seven (7) days following such discharge. If reinstated, his Seniority rights shall be restored.
- (b) If he leaves voluntarily, unless he has been granted a written leave of absence, the granting of which shall be at the discretion of the Company and shall be for a definite period.
- (c) If he fails to report to work within five (5) days after the termination of a leave of absence or after being notified to report for work following a lay-off, unless in either case he can give a reason, satisfactory to the Company for such failure to report within the time prescribed.

Loss of Seniority:- (Cont'd)

(d) If he is laid off due to lack of work for a period in excess of twelve months (12).

(6) Lay-off Procedure:-

Lay-off due to lack of work shall be by operation within a Division or Section, subject to an employee's right to work at some other operation or operations, as provided below.

(a) The following order shall be adopted in cases of lay-off from an operation due to lack of work.

(1) Employees with no Seniority

(2) Improvers or Workers, on the basis of Seniority

(3) Operators and Tradesmen, on the basis of Seniority

(b) An employee laid off from one operation due to lack of work shall have the right, on the basis of seniority, to transfer to another operation in which he had previously worked provided he had reached the classification of Operator and had a work rating of "average" or better when he left such previous operation.

If an employee who has been laid off from one operation fails, within a reasonable time, to demonstrate an average ability to perform the work required of an operator, he shall be subject to lay-off from the Company without further opportunity.

(c) Notwithstanding the provisions of Section (b) a Tradesman shall have the right to transfer within his Division or section to any operation included in his trade and any operator shall have the right to transfer within his Division or Section to the operation of Helper, in each case on the basis of Seniority.

(d) If an employee who has been laid-off from an operation and being offered work in another operation refuses, he shall not thereby lose his seniority.

(7) Disability:- Men disabled in the Company's service or incapacitated by reason of age or infirmity may, at the discretion of the Company, be exempted from the provisions of the Seniority rules and be given the preference of such work as they are capable of performing.

(8) Deviations:-

Any deviation from existing Seniority rules and regulations shall be made the subject of a conference between the Union's representatives and the Company.

(9) Re-Hiring Procedure:-

(1) In the event of an increase in staff in any operation, the Company shall be entitled to transfer any employee to such operation provided that he had as much seniority as any former employee entitled to be recalled to such operation.

(2) In the event that it is necessary to re-hire employees to any operations the following order shall be adopted, wherever possible:-

(a) Former Operators and Tradesmen on the basis of Seniority.

(b) Former Improvers and Workers on the basis of Seniority.

(3) The right of preference of former employees to be recalled shall apply to all operations performed by them during their employ and which, in the opinion of the Company, they can perform with a work rating of average or better.

(4) Employees entitled to be recalled shall be notified personally through the Union, or by letter sent to their last known address. Employees so notified are requested to communicate with the Employment Office immediately. If an employee fails to report to work within five (5) days following such notification, he shall lose his seniority rights unless he can give a reason satisfactory to the Company for such failure to report within the time prescribed.

(5) In order to protect their seniority rights, employees who have been laid off must advise the Employment office of any changes of address.

ADJUSTMENT OF GRIEVANCES

Should differences arise between the Company and the Union, or its members employed by the Company, as to the meaning and application of provisions of this agreement, or should any employee, or group of employees, have a grievance, there shall be no suspension of work on account of such differences or grievances, but an earnest effort shall be made to settle such differences or grievances immediately in the following manner:-

ADJUSTMENT OF GRIEVANCES. (Cont'd)

- (a) Any member or members of the Union, having a grievance will take the matter up with his foreman. Such member or members may, if so desired be accompanied by a member of the Department Grievance Committee.
- (b) Failing settlement, within a reasonable time, the employee, accompanied by a member or members of the Department Grievance Committee, shall take the matter to the Department Superintendent.
- (c) Failing settlement, the Grievance Committee member shall report, in writing, to the Union Executive Committee, and this Committee, consisting of three members, shall discuss the matter with the General Superintendent or his representative.
- (d) Failing settlement, the matter shall be referred to the Representative of the National Organization, who, accompanied by three members of the Union Executive, shall confer with the General Manager, or his authorized representative.
- (e) It is the intent of the Company and the Union to use all means to settle a dispute without resorting to lockout or strike. Therefore, it is agreed that any differences not finally settled by the above procedure shall be referred to the Federal or Provincial Labour Act pertaining thereto.
- (f) The duties of the Department Committee shall be confined to settlement of grievance arising in their Department by discussion with the Department Superintendent. No member of the Union executive or any member of a Department Committee shall leave his place of duty during working hours, without notice to, and permission from, his department Superintendent, or his representative. Members of the Union Executive or Department Committee will be afforded such time off, without pay, that may be required to conduct Union Business. Meetings between the Union Executive and the General Superintendent, or his representative, if there is any business to be transacted, shall be held on the last Friday of each month, between the hours of 3.00 P.M. and 5.00 P.M. provided, however, that matters that cannot be reasonably delayed until the time of the next meeting may be presented by calling a special meeting.

SAFETY AND HEALTH

The Company shall make reasonable provisions for the safety and health of its employees at the works during hours of employment. In cases where special protective devices or wearing apparel are required by law for the protection of employees, the same shall be supplied by the Company free of cost.

CHANGES IN EQUIPMENT.

The Company reserves the right to improve present equipment, or processes or to install new equipment either as a substitute for, or in addition to present equipment in any part of the works.

The Company agrees to place any man displaced by such action on other work in accordance with the Seniority Clause.

LEAVE OF ABSENCE AND RE-EMPLOYMENT OF UNION OFFICERS.

(a) The Company will grant reasonable leave of absence, without pay, to delegates of the Union when necessary for the transaction of Union business.

(b) Any employee elected as a full time Union Official shall be given special consideration as to re-employment upon termination of his term of office and leave of absence. If, at such time, there is a position open to which he is suited, due to ability and experience, he shall be given preference over other applicants.

DISABILITY OF EMPLOYEES.

Men not capable of performing their regular duties by reason of age, or infirmity, may at the Company's discretion, be given the preference of such work as they are capable of doing, and at a rate of wages not less than the minimum specified for the operation performed. Thirty days notice shall be given to the employee before the new rates become effective.

EXPIRATION OF AGREEMENT.

This agreement is in effect from August 29th, 1946 and will continue in full force and effect to August 29th, 1948 and from year to year thereafter, unless notification in writing to the re-open agreement is served by either of the parties hereto. Such notification to be served not later than thirty (30) days prior to the expiration date of the agreement. Upon receipt of such notification the parties hereto agree to meet within thirty (30) days with the object of adjusting any matters requiring attention in the present agreement or to make a new agreement.

EXPIRATION OF AGREEMENT. (Cont'd.)

The Union agrees that a vote or its members will be taken not later than ten (10) days after negotiation of the agreement is completed. Any new agreement will be signed within five (5) days after the approval of the membership.

OBLIGATIONS

(a) The Union undertakes to co-operate with any Management Labour Production Committee formed under the auspices of the Industrial Production Board of the Federal Department of Labour Scheme, and will support the enforcement of the Company Rules and Regulations on the part of the employees covered by this agreement.

During the term of this agreement, the Company agrees that there shall be no lockout and The Union agrees that if during the life of this agreement or any renewal thereof, the Union or any of its officers or members authorize, instigate, support or participate in any strike, slow-down, stoppage of work or interference with production which takes place contrary to law or in violation of this agreement or any term or condition thereof, the Company may

(a) Treat this agreement and every term and condition thereof as cancelled and of no further force or effect and refuse to deal further with the Union as the Bargaining Representative of its employees.

(b) All provisions and terms of this agreement are hereto mutually agreed to by and between the Canadian Tube and Steel Products Limited and all members of the United Steelworkers of America, C.I.O. Local Union No. 2423, and signed by the representatives of the parties hereto who have been duly authorized to execute same on behalf of the Canadian Tube and Steel Products Limited, and on behalf of the United Steel workers of America, C.I.O. Local Union No. 2423 respectively.

(c) That the fulfilment of this agreement and that of any subsequent or supplementary joint agreements entered into shall be fully observed by the United Steelworkers of America, C.I.O. and the Officers of Local Union No. 2423 United Steelworkers of America, C.I.O. and the Company, and it is their duty see that such agreements are carried out both in the letter and in the spirit.

Signed on behalf of UNITED STEELWORKERS OF AMERICA, C.I.O.
Local Union No. 2423.

(Signed) J. T. THOMPSON
Representative of U. S. W. of America, C.I.O.

Representative of U. S. W. of America, C.I.O.

(Signed) HENRY REED
President of Local Union No. 2423.

(Signed) CARFIELD MONGRAIN
Secretary of Local Union No. 2423.

(Signed) HAROLD GODDARD
Treasurer of Local Union No. 2423.

Signed on behalf of CANADIAN TUBE AND STEEL PRODUCTS LIMITED.

(Signed) W. E. BOWN
General Manager

(Signed) GEO. BEATTIE
General Superintendent

(Signed) R. P. PATTEE
Personnel Manager

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