

S-332

NORTHERN ELECTRIC.

1946-47



S. 332

**MINISTÈRE DU TRAVAIL**  
**HÔTEL DU GOUVERNEMENT**  
**QUÉBEC**

Québec, ce 12 mars 1947.

Monsieur Georges Ducharme, Président,  
Northern Electric Employees' Association,  
1261, Shearer Street,  
MONTREAL.

Monsieur,

Le conseiller juridique du ministère du Travail a étudié, en regard de la législation ouvrière actuelle, la convention collective intervenue le 14 janvier 1946 en vertu de la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements) entre votre association et Northern Electric Company Limited, En vigueur depuis le 13 juillet 1946, jusqu'au 13 juillet 1947 (Renouvellement automatique).

Je vous fais parvenir, pour votre renseignement, copie du rapport qui a été soumis à la suite de cette analyse.

Veillez agréer l'expression de mes meilleurs sentiments.

Le Sous-ministre



MINISTÈRE DU TRAVAIL  
PROVINCE DE QUÉBEC

Québec, ce 12 mars 1947.

M E M O destiné à: Me Philippe Rousseau, conseiller juridique,  
286, rue St-Joseph  
Québec.

Sujet: Convention collective entre **Northern Electric  
Company, Limited et The Northern Electric Employees' Associ-  
ation.**

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Monsieur,

J'ai bien reçu votre lettre du 11 mars 1947 et je note vos observations concernant la convention ci-haut mentionnée et déposée à nos archives le 12 février 1947 sous le numéro 332A; le ministère transmet une copie de votre rapport à l'association ouvrière partie à cette convention.

Sincèrement à vous,

Le sous-ministre

COMMISSION DU SALAIRE MINIMUM

286, rue ST-JOSEPH

QUÉBEC

CORRESPONDANCE  
ENTRE SERVICES

Québec, ce 11 mars, 1947.

LETTRE REÇUE

MAR 12 1947

BUREAU  
SOUS-MINISTRE  
DU TRAVAIL

Monsieur Gérard Tremblay, sous-ministre,  
Ministère du travail,  
Hôtel du gouvernement,  
Q u é b e c .

Sujet: Convention collective intervenue en-  
tre Northern Electric Company, Limited  
et The Northern Electric Employees'  
Association.

Monsieur le sous-ministre,

Nous avons étudié cet amendement en date du 14  
janvier, 1947, déposé à votre ministère sous le no 332A, le 12 fé-  
vrier, 1947.

Nous vous faisons l'observation suivante:

Cet amendement au contrat du 24 septembre, 1946,  
déposé à votre ministère sous le numéro 332, rencontre toutes les  
exigences de nos lois d'ordre public et de nos ordonnances.

Bien à vous,



Philippe Rousseau, c.r.  
conseiller juridique

BUREAU DU SOUS-MINISTRE	
Préparer référence à:	
.....	
Apporter dossier	PR/MC
Préparer	régislation
	arrêtés ministériels
	projet de règlements
	avis de publication
Attester réception	
M'en causer	
Faire le nécessaire	
Me téléphoner	
Classifier	
copies	

Québec, ce 11 mars, 1947.

Monsieur Gérard Tremblay, sous-ministre,  
Ministère du travail,  
Hôtel du gouvernement,  
Q u é b e c .

Sujet: Convention collective intervenue en-  
tre Northern Electric Company, Limited  
et The Northern Electric Employees'  
Association.

Monsieur le sous-ministre,

Nous avons étudié cet amendement en date du 14  
janvier, 1947, déposé à votre ministère sous le no 332A, le 12 fé-  
vrier, 1947.

Nous vous faisons l'observation suivante:

Cet amendement au contrat du 24 septembre, 1946,  
déposé à votre ministère sous le numéro 332, rencontre toutes les  
exigences de nos lois d'ordre public et de nos ordonnances.

Bien à vous,

Philippe Rousseau, c.r.  
conseiller juridique

PR/MC



46-47

S. 332

**MINISTÈRE DU TRAVAIL**  
**PROVINCE DE QUÉBEC**

Québec, ce 25 février 1947.

MEMO

Me G.-H. Giroux, conseiller juridique,  
286, rue St-Joseph,  
Québec.

Sujet: Convention collective intervenue entre  
Northern Electric Company, Limited et  
The Northern Electric Employees' Association.

Monsieur,

Je vous inclus une copie de cette convention conclue sous la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements) et déposée au ministère du Travail le 12 février 1947 sous le numéro 332-A : je vous prie d'en faire l'étude et de me communiquer vos observations.

Le Sous-ministre



MINISTÈRE DU TRAVAIL  
PROVINCE DE QUÉBEC

Québec, ce 25 février 1947.

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

Sujet: Northern Electric Company Ltd.  
et The Northern Electric Em-  
ployees' Association.

Monsieur,

Je vous inclus une copie de cette convention conclue  
sous la Loi des Syndicats Professionnels, (S.R.Q., 1941, chapitre 162  
et amendements), datée du 14 janvier 1946 et déposée au ministère du  
Travail sous le numéro 332-A.

Sincèrement à vous,

Le Sous-ministre

H-15



## COMMISSION DE RELATIONS OUVRIERES DE LA PROVINCE DE QUEBEC.

## LABOUR RELATIONS BOARD OF THE PROVINCE OF QUEBEC

JUGE EUDORE BOIVIN.  
PRESIDENT.

PIERRE-A. GOSSELIN.  
MEMBRE.

BRUNAY BRAIS.  
MEMBRE.

286. RUE ST-JOSEPH.  
QUEBEC.

4 EST. RUE NOTRE-DAME  
MONTREAL.

Québec le 26 février, 1947.

LETTRE REÇUE

FEV 27 1947

BUREAU  
SOUS-MINISTRE  
DU TRAVAIL

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

RE: Northern Electric Company Ltd,

&

Northern Electric Employees' Association for  
employees others than those of the installation  
Department.

Monsieur le sous-ministre,

J'accuse réception de votre lettre  
du 25 février, 1947, accompagnée pour dépôt  
de deux copies certifiées d'une convention de travail,  
en date du 14 janvier, 1947, intervenue entre  
les parties ci-dessus mentionnées et déposée au minis-  
tère du Travail, le 12 février, 1947,  
sous le numéro 332-A.

BUREAU DU SOUS-MINISTRE	
Préparer référence à:	
Apporter dossier <b>10.</b>	
Préparer	régislation
	arrêts ministériels
	projet de règlements
	avis de publication
Attester réception	
M'en causer	
Faire le nécessaire	
Me téléphoner	
Classifier	P. E. Bernier, L.L.L.
copies	mg

Bien à vous,

*Paul F. Bernier*  
*par R.R.*

Le secrétaire,



MINISTÈRE DU TRAVAIL  
PROVINCE DE QUÉBEC

Québec, ce 25 février 1947.

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

Sujet: Convention collective entre Northern  
Electric Company, Limited et The  
Northern Electric Employees' Associa-  
tion.

Conformément aux prescriptions du deuxième paragraphe de l'article 19-A de la Loi des Relations ouvrières (S.R.Q. chapitre 162-A et amendements), je vous inclus, pour dépôt, deux copies certifiées de cette convention datée du 14 janvier 1946 et déposée au ministère du Travail le 12 février 1947 sous le numéro 332-A en exécution de la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements).

Sincèrement à vous,

Le sous-ministre



MINISTÈRE DU TRAVAIL  
HÔTEL DU GOUVERNEMENT  
QUÉBEC

Québec, ce 18 février 1947.

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

Sujet: Convention collective entre Northern Electric Company Ltd. and the Northern Electric Employees' Association, for employees others than those of the Installation Department

Je vous inclus une copie du certificat constatant le dépôt de cette convention collective enregistrée au ministère du Travail en exécution de la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements), le 12 février 1947 sous le numéro 332-A.

Sincèrement à vous,

Le sous-ministre

MC.  
incl.



DEPARTMENT OF LABOUR  
PARLIAMENT BUILDINGS  
QUEBEC

Quebec, February 18th, 1947.

Mr. H.McD. Sparks, Manager, Industrial Relations,  
Northern Electric Company Limited,  
1261, Shearer Street,  
Montreal.

Dear Sir:-

Enclosed please find a certificate of the deposit made with the Department of Labour on February 12th, 1947 under Number 332-A of the Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between Northern Electric Company Limited and the Northern Electric Employees' Association, for the employees others than those of the Installation Department.

The labour association party to the agreement having been certified on February 14th, 1944 as bargaining agent by the Quebec Labour Relations Board, the deposit of such agreement with the Department of Labour has also the effect of the deposit contemplated in the Labour Relations Act (R.S.Q., 1941, Chapter 162-A and amendments).

May I also remark that under the Federal Wartime Wages Control Order, 1943 (C.P. 9384 and amendments) it is necessary to receive, previous to the enforcement of the provisions of the deposited agreement, should same have for effect a modification of the working conditions, an authorization from the Regional War Labour Board, 13 d'Aiguillon Street, Quebec.

Sincerely yours,

MC.  
encl.

Deputy Minister.



**MINISTÈRE DU TRAVAIL**  
**HÔTEL DU GOUVERNEMENT**  
**QUÉBEC**

Québec, ce 18 février 1947.

**Monsieur Georges Ducharme, Président,**  
**Northern Electric Employees' Association,**  
**1261, Shearer Street,**  
**Montreal.**

**Monsieur,**

Je vous inclus un certificat constatant le dépôt fait au ministère du Travail, le **12 février 1947** sous le numéro **332-A** de la convention collective conclue sous la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements) et intervenue entre **Northern Electric Company Limited and the Northern Electric Employees' Association, for employees others than those of the Installation Department.**

La partie ouvrière ayant été reconnue le **14 février 1944** comme agent négociateur par la Commission des Relations ouvrières de Québec, le dépôt de cette convention au ministère du Travail a aussi les effets du dépôt exigé par la Loi des Relations ouvrières (S.R.Q., 1941, chapitre 162-A et amendements).

Je vous fais remarquer qu'en exécution de l'ordonnance fédérale de 1943, régissant les salaires en temps de guerre (C.P. 9384 et amendements), il vous faudra, préalablement à l'application des dispositions de la convention déposée, si elles comportent une modification des conditions de travail, obtenir l'approbation du Conseil Régional du Travail en temps de guerre, 13, rue d'Aiguillon, Québec.

Veuillez agréer l'expression de mes meilleurs sentiments.

**MC.**  
**incl.**

Le Sous-ministre

Province de Québec



Province of Quebec

MINISTÈRE DU TRAVAIL

DEPARTMENT OF LABOUR

**Loi des Syndicats Professionnels**

**Professional Syndicates' Act**

(S.R.Q., 1941, chapitre 162 et amendements)

(R.S.Q., 1941, Chapter 162 and amendments)

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

Numéro 332-A  
Number

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

jour du mois de février mil neuf cent quarante-sept  
day of the month of nineteen hundred and forty-

le ministère du Travail a reçu de H.McD. Sparks, Manager, Industrial Relations,  
the Department of Labour has received from Northern Electric Company, Limited, for  
Employees others than those of the Installation Department) 1261, Shearer St., Montreal

la convention mentionnée ci-après, laquelle a été déposée sous le numéro 332-A  
the hereinafter mentioned agreement, which has been deposited under Number

savoir:  
to wit:

Une convention collective en date du 14 janvier 1946  
A collective agreement under date of

intervenue entre: Northern Electric Company Limited and the Northern Electric Employees'  
between: Association. En vigueur depuis le 13 juillet, 1946, jusqu'au 13 juillet  
1947 (Renouvellement automatique).

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

Sceau - Seal

ce dix-huitième jour du mois de  
this février sept  
mil neuf cent quarante-  
nineteen hundred and forty-

MC.

.....  
Sous-ministre

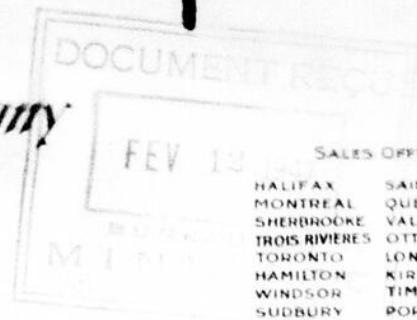
.....  
Deputy Minister

# Northern Electric Company

LIMITED

POST OFFICE DRAWER 369  
 TEL. WILBANK 3131  
 1261 SHEARER STREET  
 MONTREAL, QUE.

**H. MCD. SPARKS**  
 MANAGER-INDUSTRIAL RELATIONS  
**B. W. CHAVE**  
 PERSONNEL MANAGER  
**DR. W. W. READ**  
 MEDICAL DIRECTOR



SALES OFFICES:  
 HALIFAX SAINT-JOHN, N.B.  
 MONTREAL QUEBEC  
 SHERBROOKE VAL D'OR  
 TROIS RIVIERES OTTAWA  
 TORONTO LONDON  
 HAMILTON KIRKLAND LAKE  
 WINDSOR TIMMINS  
 SUDBURY PORT ARTHUR  
 WINNIPEG REGINA  
 CALGARY EDMONTON  
 VANCOUVER VERNON  
 VICTORIA

February 7, 1947.

Mr. Antonio Barrette, Minister of Labour,  
 Department of Labour,  
 Parliament Buildings,  
 Quebec, Que.

Dear Sir:

Enclosed please find Appendix "D" of the Collective Labour Agreement between the Northern Electric Company Limited and the Northern Electric Employee Association covering Hourly Rated Employees other than those of the Installation Department.

The original Agreement is deposited under No. 332.

Yours very truly,

*H. W. Sparks*

Manager, Industrial Relations.

HMCD:HD.

332-A

CONVENTIONS COLLECTIVES		
VISA DE	Date	Par
14-2-44	✓	M.C.
12-7-45	✓	
Numerotage	332-A	
Formule	54	

COLLECTIVE LABOUR AGREEMENT

Article XV, paragraph 2 of the Collective Labour Agreement dated August 29th, 1946 provided as follows:

"The parties hereto agree that if there is proof that the rate schedule as covered by this Agreement is not comparable to that in effect in similar industries in the same industrial area, that the Association may, after January 1st, 1947 take up with the Company the question of adjustment."

The Association by letter dated December 16th, 1946 requested the Company to commence negotiations prior to January 1st, 1947 and the Company by letter dated December 16th agreed to commence negotiations for a general increase on December 17th, 1946.

As a result of these negotiations a general increase of seven cents (7¢) per hour was agreed to and shall be put into effect for all hourly rated employees whose base point is in the Province of Quebec.

The effective date of the general increase shall be the pay period commencing on Friday, January 3rd, 1947 for employees on the Shearer Street Payroll, and the pay period commencing on Monday, January 6th, 1947 for employees on the Telephone Contract Division Payroll.

Both parties hereto agree that Appendix "A" to this Agreement titled "Wage Schedules - Hourly Rated Employees" effective August 30th, 1946 - Shearer Street Payroll, and effective September 2nd, 1946 - Telephone Contract Division Payroll, shall be replaced effective January 3rd, 1947 for Shearer Street Payroll and January 6th, 1947 for Telephone Contract Division Payroll by the "Wage Schedules" as indicated on page 2 of this Appendix and that such Wage Schedules indicated on page 2 of this Appendix shall remain in effect until July 12th, 1947.

IN WITNESS hereof the parties thereto have executed this Agreement on the 14th day of January 1946, in the City of Montreal, County of Hochelaga.

FOR NORTHERN ELECTRIC EMPLOYEE ASSOC.

*Georges Dubois*  
.....  
President

Elected Representative Dist. #2

*Guy Madore*  
.....  
Vice-President

Elected Representative Dist. #4

*George H. Hather*  
.....  
Secretary-Treasurer

Elected Representative Dist. #6

*C. Martin*  
.....  
Elected Representative Dist. #1

*Georges E. Lalonde*  
.....  
Elected Representative Dist. #5

*William John Kirk*  
.....  
Elected Representative Dist. #3

*Esmond*  
.....  
Elected Representative Dist. #8

FOR NORTHERN ELECTRIC COMPANY, LIMITED

*A. P. Dore*  
.....  
President

*W. B. Dore*  
.....  
Secretary

WAGE SCHEDULES - HOURLY RATED EMPLOYEES

Effective January 3/47 - Shearer St. Payroll

Effective January 6/47 - Telephone Contract Division Payroll

Female Grade	Rate Range	Time Incent. Maximum	Hiring Rate	AUTOMATIC SCHEDULE Inexperienced Employees			PROGRESSION SCHEDULE All Employees				
				M O N T H S From Date of Hiring			M O N T H S After completion of Automatic Schedule or Receipt of Grade Minimum*				
				3	6	9	3	6	9	12	18
21	.52 - .65	.62	.52	.56	-	-	.59	-	-	-	-
22	.58 - .72	.69	.55	.58	.60	.63	.65	-	-	-	-
23	.65 - .80	.77	.57	.60	.63	.66	.70	.73	-	-	-
24	.72 - .87	.84	-	-	-	-	.76	-	.80	-	-
25	.79 - .95	.91	-	-	-	-	-	.83	-	.87	-
26	.86 - 1.03	.99	-	-	-	-	-	.90	-	.93	.95
<b>Male Grade</b>											
22	.58 - .72	.69	.58	.62	-	-	.65	-	-	-	-
23	.65 - .80	.77	.63	.66	.70	-	.73	-	-	-	-
24	.72 - .87	.84	.65	.68	.72	-	.76	.80	-	-	-
25	.79 - .95	.91	.67	.72	.76	.80	.83	.87	-	-	-
26	.86 - 1.03	.99	-	-	-	-	-	.90	-	.93	.95
27	.93 - 1.12	1.08	-	-	-	-	-	.96	-	.99	1.03
28	1.02 - 1.23	1.18	-	-	-	-	-	1.05	-	1.08	1.13
29	1.11 - 1.34	1.29	-	-	-	-	-	1.14	-	1.18	1.23
30	1.19 - 1.45	1.39	-	-	-	-	-	1.24	-	1.28	1.32

The Automatic Schedule provides for advancement of inexperienced employees from the hiring rate to the minimum of the grade or in the case of the lower grades to a rate between the minimum and the grade rate.

The Progression Schedule provides for advancement from the maximum rate of the Automatic Schedule to the grade rate. Progression rerates may be withheld for cause.

Advancement to rates between the grade rate and the maximum of the rate range for daywork employees and the time incentive maximum for time incentive employees for each grade shall be considered annually on a merit basis.

\* Information regarding rerating following changes in grade may be obtained from the foreman or equivalent ranking supervisor.

Reason for Reissue: General Wage Increase of \$0.07.

*Ed. Moran*

NORTHERN ELECTRIC COMPANY LTD.

MONTREAL, Qué.

February 7, 1947.

Mr. Antonio Barrette, Minister of Labour,  
Department of Labour,  
Parliament Buildings,  
Quebec, Que.

Dear Sir:

Enclosed please find Appendix "D" of the Collective Labour Agreement between the Northern Electric Company Limited and the Northern Electric Employees Association covering Hourly rated Employees other than those of the Installation Department.

The original Agreement is deposited under No 332.

Yours very truly,

H. McD SPARKS  
Manager, Industrial Relations. .

HMcDS:ED

COLLECTIVE LABOUR AGREEMENT

Article XV, paragraph 2 of the Collective Labour Agreement dated August 29th, 1946 provided as follows:

"The parties hereto agree that if there is proof that the rate schedule as covered by this Agreement is not comparable to that in effect in similar industries in the same industrial area, that the Association may, after January 1st, 1947 take up with the Company the question of adjustment".

The Association by letter dated December 16th, 1946 requested the Company to commence negotiations prior to January 1st, 1947 and the Company by letter dated December 16th agreed to commence negotiations for a general increase on December 17th, 1946.

As a result of these negotiations a general increase of seven cents (7¢) per hour was agreed to and shall be put into effect for all hourly rated employees whose base point is in the Province of Quebec.

The effective date of the general increase shall be the pay period commencing on Friday, January 3rd, 1947 for employees on the Shearer Street Payroll, and the pay period commencing on Monday, January 6th, 1947 for employees on the Telephone Contract Division Payroll.

Both parties hereto agree that Appendix "A" to this Agreement titled "Wage Schedules - Hourly Rated Employees" effective August 30th, 1946 - Shearer Street Payroll, and effective September 2nd, 1946 - Telephone Contract Division Payroll, shall be replaced effective January 3rd, 1947 for Shearer Street Payroll and January 6th, 1947 for Telephone Contract Division Payroll by the "Wage Schedules" as indicated on page 2 of this Appendix and that such wage Schedules indicated on page 2 of this Appendix shall remain in effect until July 12th, 1947.

IN WITNESS hereof the parties thereto have executed this Agreement on the 14th day of January 1946, in the City of Montreal, County of Hochelaga.

FOR NORTHERN ELECTRIC EMPLOYEE ASSOC.

GEORGES DUCHARME  
President  
Elected Representative Dist. 2

Unreadable Signature  
Vice-President  
Elected Representative Dist. 4

GEORGE H. HATHER  
Secretary-Treasurer  
Elected Representative Dist. 6

C. MARTIN  
Elected Representative Dist. 1

GEORGE E. COLMAN  
Elected Representative Dist. 5

WILLIAM JOHN KEUX  
Elected Representative Dist. 3

A. BRINSON  
Elected Representative Dist. 8

FOR NORTHERN ELECTRIC COMPANY, LIMITED

Unreadable Signature  
President

Unreadable Signature  
Secretary

WAGE SCHEDULES - HOURLY RATED EMPLOYEES

Effective January 3/47 - Shearer St. Payroll

Effective January 6/47 - Telephone Contract Division Payroll

Female Grade	Rate Range	Time Incent. Maximum	Hiring Rate	AUTOMATIC SCHEDULE Inexperienced Employees			PROGRESSION SCHEDULE All Employees				
				M O N T H S			M O N T H S				
				From date of Hiring			after completion of Automatic Schedule or Receipt of Grade Minimum				
				3	6	9	3	6	9	12	18
21	.52 - .65	.62	.52	.56	-	-	.59	-	-	-	-
22	.58 - .72	.69	.55	.58	.60	.63	.65	-	-	-	-
23	.65 - .80	.77	.57	.60	.63	.66	.70	.73	-	-	-
24	.72 - .87	.84	-	-	-	-	.78	-	.80	-	-
25	.79 - .95	.91	-	-	-	-	-	.85	-	.87	-
26	.86 - 1.03	.99	-	-	-	-	-	.90	-	.93	.95
<b>Male Grade</b>											
22	.58 - .72	.69	.58	.62	-	-	.65	-	-	-	-
23	.65 - .80	.77	.63	.66	.70	-	.73	-	-	-	-
24	.72 - .87	.84	.65	.68	.72	-	.76	.80	-	-	-
25	.79 - .95	.91	.67	.72	.76	.80	.83	.87	-	-	-
26	.86 - 1.03	.99	-	-	-	-	.90	-	.93	.95	-
27	.93 - 1.12	1.08	-	-	-	-	.96	-	.99	1.03	-
28	1.02 - 1.23	1.18	-	-	-	-	1.05	-	1.08	1.13	-
29	1.11 - 1.34	1.29	-	-	-	-	1.14	-	1.18	1.23	-
30	1.19 - 1.45	1.39	-	-	-	-	1.24	-	1.28	1.32	-

The Automatic Schedule provides for advancement of inexperienced employees from the hiring rate to the minimum of the grade or in the case of the lower grades to a rate between the minimum and the grade rates.

The Progression Schedule provides for advancement from the maximum rate of the Automatic Schedule to the grade rate. Progression rerates may be withheld for cause.

Advancement to rates between the grade rate and the maximum of the rate range for daywork employees and the time incentive maximum for time incentive employees for each grade shall be considered annually on a merit basis.

Information regarding following changes in grade may be obtained from the foreman or equivalent ranking supervisor.

Reason for Reissue: General Wage Increase of \$0.07.

G.H.

W.M.



S. 332

MINISTÈRE DU TRAVAIL  
HÔTEL DU GOUVERNEMENT  
QUÉBEC

Québec, ce 7 février 1947.

Monsieur Geo. Ducharme, président,  
Northern Electric Employees' Association,  
1261, Shearer St.,  
Montreal.

Monsieur,

Le conseiller juridique du ministère du Travail a étudié, en regard de la législation ouvrière actuelle, la convention collective intervenue le 24 septembre, 1946, en vertu de la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements) entre votre association et Northern Electric Company Ltd.

Je vous fais parvenir, pour votre renseignement, copie du rapport qui a été soumis à la suite de cette analyse.

Veuillez agréer l'expression de mes meilleurs sentiments.

Le Sous-ministre

MC.  
incl.



MINISTÈRE DU TRAVAIL  
PROVINCE DE QUÉBEC

Québec, ce 6 février 1947.

M E M O destiné à: Me Philippe Rousseau, conseiller juridique,  
286, rue St-Joseph  
Québec.

Sujet: Convention collective entre Northern Electric Company Ltd.,  
et The Northern Electric Employee Association, 1261 Shearer Street, Montreal

Monsieur,

J'ai bien reçu votre lettre du 3 février 1947 et je note vos observations concernant la convention ci-haut mentionnée et déposée à nos archives le 10 octobre, 1946 sous le numéro 332 ; le ministère transmet une copie de votre rapport à l'association ouvrière partie à cette convention.

Sincèrement à vous,

Le sous-ministre

MC.





S. 332

**MINISTÈRE DU TRAVAIL**  
**PROVINCE DE QUÉBEC**

Québec, ce 30 décembre 1946.

**M E M O** destiné à: M<sup>r</sup> Philippe Rousseau, conseiller juridique,  
286, rue St-Joseph,  
Québec.

Sujet: Convention collective intervenue entre **Northern Electric Company Limited & the Northern Electric Employee Association, 1261, Shearer Street, Montreal.**

Monsieur,

Je vous inclus une copie de cette convention conclue sous la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements) et déposée au ministère du Travail le 10 octobre 1946 sous le numéro 332 ; je vous prie d'en faire l'étude et de me communiquer vos observations.

Le sous-ministre

H-17





**MINISTÈRE DU TRAVAIL**  
HÔTEL DU GOUVERNEMENT  
QUÉBEC

Québec, ce 30 décembre 1946.

MEMO destiné à l'Administrateur délégué,  
Conseil Régional du Travail,  
QUEBEC.

Monsieur,

Je vous inclus, pour l'action opportune, une copie de cette convention collective de travail intervenue le 24 septembre 1946 et conclue sous la Loi des Syndicats professionnels entre Northern Electric Company Limited, & the Northern Electric Employee Association, 1261, Shearer Street, Montreal.

Cette convention a été déposée aux archives du ministère du Travail, le 10 octobre 1946.

Sincèrement à vous,

Le sous-ministre



MINISTÈRE DU TRAVAIL  
PROVINCE DE QUÉBEC

Québec, ce 30 décembre 1946.

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

Sujet: Conv. coll. entre Northern Electric  
Company Limited, & Northern Electric Employee Association,  
1261, Shearer Street, Montreal.

Monsieur,

Je vous inclus une copie de cette convention conclue  
sous la Loi des Syndicats Professionnels, (S.R.Q., 1941, chapitre 162  
et amendements), datée du 24 septembre 1946 et déposée au ministère du  
Travail sous le numéro 332.

Sincèrement à vous,

Le Sous-ministre

H-15



S. 332

REF. 481

COMMISSION DE RELATIONS OUVRIERES DE LA PROVINCE DE QUEBEC.

LABOUR RELATIONS BOARD OF THE PROVINCE OF QUEBEC

JUGE EUDORE BOIVIN.  
PRESIDENT.

PIERRE-A. GOSSELIN.  
MEMBRE.

BRUNAY BRAIS.  
MEMBRE.

286. RUE ST-JOSEPH.  
QUEBEC.

4 EST. RUE NOTRE-DAME  
MONTREAL.

Québec le 8 janvier, 1947.

LETTRE REÇUE  
JAN 9 1947  
BUREAU  
SOUS-MINISTRE  
DU TRAVAIL

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

RE: The Northern Electric Co. Ltd. (Employees other than those of the Installation Department) 1261, Shearer St., Montreal,  
&  
The Northern Electric Emp. Association.

Monsieur le sous-ministre,

J'accuse réception de votre lettre du **30 décembre 1946**, accompagnée pour dépôt de deux copies certifiées d'une convention de travail, en date du **24 septembre, 1946**, intervenue entre les parties ci-dessus mentionnées et déposée au ministère du Travail, le **10 octobre, 1946** sous le numéro **352**

Bien à vous,

*Paul E. Bernier*  
*par R.R.*

Le secrétaire,

P. E. Bernier, LL.L  
/mg

BUREAU DU SOUS-MINISTRE	
Préparer référence à:	
Approuvé	
Préparé	
Attesté	
M. A. G.	
Classé	

10.



MINISTÈRE DU TRAVAIL  
HÔTEL DU GOUVERNEMENT  
QUÉBEC

Québec, ce 30 décembre 1946.

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

Sujet: Convention collective entre Northern Electric Company  
Limited, & the Northern Electric Employee Association, 1261,  
Shearer Street, Montreal.

Monsieur,

Conformément aux prescriptions du deuxième paragraphe de l'article 19-A de la Loi des Relations ouvrières (S.R.Q. chapitre 162-A et amendements), je vous inclus, pour dépôt, deux copies certifiées de cette convention datée du 24 septembre 1946 et déposée au ministère du Travail le 10 octobre 1946 sous le numéro 332 en exécution de la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements).

Sincèrement à vous,

Le sous-ministre



MINISTÈRE DU TRAVAIL  
HÔTEL DU GOUVERNEMENT  
QUÉBEC

Québec, ce 29 novembre 1946.

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

Sujet: Convention collective entre "The Northern Electric Co. Lt  
(Employees other than those of the Installation Department),  
1261, Shearer St., Montreal, and the Northern Elect. Emp. Ass.

Je vous inclus une copie du certificat constatant le dépôt  
de cette convention collective enregistrée au ministère du Travail  
en exécution de la Loi des Syndicats professionnels (S.R.Q., 1941,  
chapitre 162 et amendements), le 10 octobre 1946 sous le numéro  
332.

MC.  
incl.

Sincèrement à vous,

Le sous-ministre



DEPARTMENT OF LABOUR  
PARLIAMENT BUILDINGS  
QUEBEC

Quebec, October 11th, 1946.

Mr. H.McD. Sparks, Manager, Industrial Relations,  
Northern Electric Company Limited,  
1261, Shearer Street,  
Montreal,  
Que.

Dear Sir:-

Enclosed please find a certificate of the deposit made with the Department of Labour on **October 10th, 1946** under Number **332** of the Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between **the Northern Electric Company Limited, (Employees others than those of the Installation Department), 1261, Shearer Street, Montreal, and the Northern Electric Employee Association.**

The labour association party to the agreement having been certified on **February 14th, 1944** as bargaining agent by the Quebec Labour Relations Board, the deposit of such agreement with the Department of Labour has also the effect of the deposit contemplated in the Labour Relations Act (R.S.Q., 1941, Chapter 162-A and amendments).

May I also remark that under the Federal Wartime Wages Control Order, 1943 (C.P. 9384 and amendments) it is necessary to receive, previous to the enforcement of the provisions of the deposited agreement, should same have for effect a modification of the working conditions, an authorization from the Regional War Labour Board, 13 d'Aiguillon Street, Quebec.

Sincerely yours,

Deputy Minister.

MC.  
encl.



**MINISTÈRE DU TRAVAIL**  
**HÔTEL DU GOUVERNEMENT**  
**QUÉBEC**

Québec, ce 11 octobre 1946.

**Monsieur Georges Ducharme, Président,**  
**Northern Electric Employee Association,**  
**1261, Shearer Street,**  
**Montreal.**

**Cher monsieur,**

Je vous inclus un certificat constatant le dépôt fait au ministère du Travail, le **10 octobre 1946** sous le numéro **332** de la convention collective conclue sous la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements) et intervenue entre **Northern Electric Company Limited (Employees others than those of the Installation Department) 1261, Shearer Street, et Northern Electric Employee Association.**

La partie ouvrière ayant été reconnue le **14 février 1944** comme agent négociateur par la Commission des Relations ouvrières de Québec, le dépôt de cette convention au ministère du Travail a aussi les effets du dépôt exigé par la Loi des Relations ouvrières (S.R.Q., 1941, chapitre 162-A et amendements).

Je vous fais remarquer qu'en exécution de l'ordonnance fédérale de 1943, régissant les salaires en temps de guerre (C.P. 9384 et amendements), il vous faudra, préalablement à l'application des dispositions de la convention déposée, si elles comportent une modification des conditions de travail, obtenir l'approbation du Conseil Régional du Travail en temps de guerre, 13, rue d'Aiguillon, Québec.

Veillez agréer l'expression de mes meilleurs sentiments.

Le Sous-ministre

**MC.**  
**incl.**

Province de Québec



Province of Quebec

MINISTÈRE DU TRAVAIL

DEPARTMENT OF LABOUR

**Loi des Syndicats Professionnels**

(S.R.Q., 1941, chapitre 162 et amendements)

**Professional Syndicates' Act**

(R.S.Q., 1941, Chapter 162 and amendments)

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

Numéro 332  
Number

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

**dixième**

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

mil neuf cent quarante- **six**  
*nineteen hundred and forty-*

le ministère du Travail a reçu de **Northern Electric Company Limited (Employees  
the Department of Labour has received from  
others than those of the Installation Department) 1261, Shearer Street, Montreal,**

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

**332**

savoir:  
*to wit:*

Une convention collective en date du  
*A collective agreement under date of*

**24 septembre 1946**

intervenue entre: **Northern Electric Company Limited, & the Northern Electric  
between: Employee Association, 1261, Shearer Street, Montreal**

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

Sceau - Seal

ce **onsième**  
*this*

jour du mois de  
*day of the month of*

**octobre**

mil neuf cent quarante- **six**  
*nineteen hundred and forty-*

MC.

.....  
Sous-ministre

.....  
Deputy Minister

Re: Employees other than Installation Dept.

298  
36706

# Northern Electric Company

LIMITED

H. McD. SPARKS  
MANAGER - INDUSTRIAL RELATIONS  
B. W. CHAVE  
PERSONNEL MANAGER  
Dr. W. W. READ  
MEDICAL DIRECTOR

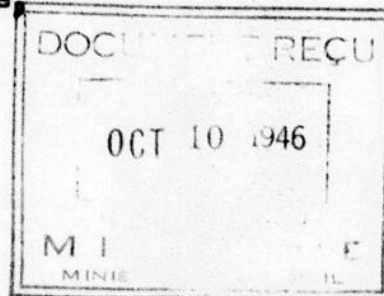
POST OFFICE DRAWER 369  
TEL. WILBANK 3131  
1261 SHEARER STREET  
MONTREAL, QUE.

SALES OFFICES:

HALIFAX SAINT JOHN, N.B.  
MONTREAL QUEBEC  
SHERBROOKE VAL D'OR  
TROIS RIVIERES OTTAWA  
TORONTO LONDON  
HAMILTON KIRKLAND LAKE  
WINDSOR TIMMINS  
SUDBURY PORT ARTHUR  
WINNIPEG REGINA  
CALGARY EDMONTON  
VANCOUVER VERNON  
VICTORIA

October 9, 1946.

The Honourable Antonio Barrette,  
Minister of Labour,  
Province of Quebec,  
Parliament Buildings,  
Quebec.



Dear Sir:

In accordance with Section 23 of the Professional Syndicates Act (Chapter 162), I am enclosing herewith two (2) copies of a Collective Labour Agreement entered into between the Northern Electric Employee Association and the Northern Electric Company, Limited, one covering hourly rated non-supervisory employees of the Installation Department, and one covering all other hourly rated non-supervisory employees in the Province of Quebec. These Agreements are effective for a period of one year from the 13th day of July, 1946.

You will note that included in Appendix "B" of both Agreements, Section 5 covers the conditions under which vacations with pay are granted. This section will be amended as soon as possible in order to comply with the provisions of Ordinance No. 3 of the Minimum Wage Commission and a copy of this amendment will be forwarded to you as soon as it has been completed.

Pending a revision of the Agreement, we will, of course, conform to the provisions of Ordinance No. 3.

Will you please acknowledge receipt of these documents.

Yours very truly,

*Howard Sparks*

Manager, Industrial Relations.

CONVENTIONS COLLECTIVES		
	Date	Par
HMCD:HD. Encl. (2)		
Estampille		
Signatures	✓	
Incorporation	✓	
Reconnaissance	14-2-44	me
Numerotage	12-7-45	
Formule	332	
	44	

COLLECTIVE LABOUR AGREEMENT

MEMORANDUM OF AGREEMENT made this  
1946, BETWEEN:-

24<sup>th</sup>

day of

September

NORTHERN ELECTRIC COMPANY, LIMITED, a corporation organized  
and existing under the laws of the Dominion of Canada.

Hereinafter called "The Company"

OF THE FIRST PART

AND

NORTHERN ELECTRIC EMPLOYEE ASSOCIATION a body corporate duly  
incorporated under the provisions of the Professional Syndicate  
Act of the Province of Quebec

Hereinafter called "The Association"

OF THE SECOND PART

ARTICLE I - RECOGNITION

Whereas the Northern Electric Employee Association was duly certified under the Labour Relations Act by the Labour Relations Board of the Province of Quebec on July 13th, 1945, the Company recognizes Unit #2 of the Association as the exclusive bargaining agency for all hourly rated non-supervisory employees in the Telephone Installation Department, whose base point is in the Province of Quebec.

ARTICLE II - GENERAL PURPOSE

The general purpose of this Agreement is to provide for orderly collective bargaining on all matters of employer-employee relations as covered by this Agreement; to promote the mutual interest of the Company and its employees; to provide for operations under methods which will further to the fullest extent possible, the safety, health and welfare of employees, economy of operations, quality and quantity of work, and protection of property.

ARTICLE III - MANAGEMENT RIGHTS

1. The Association acknowledges that it has been and still is the exclusive right of the Management of the Company to:- Hire, lay-off, discharge, classify, transfer, promote, demote or discipline employees, provided that a claim of discriminatory demotion or transfer, or a claim that an employee has been discharged or disciplined without reasonable cause may be dealt with under the Grievance Procedure as per Article VI, provided that such claim shall be made within six working days after the date the employee is given notice of demotion, transfer, discharge or other disciplinary action.

*Wm* 24

ARTICLE III - (Cont'd)

2. All other rights and functions of Management heretofore existing and not specifically modified or changed by this Agreement shall remain with the Company.

ARTICLE IV -- NON-DISCRIMINATION

1. The Company agrees that there shall be no discrimination or intimidation by the Company or any of its agents against any employee or group of employees because of membership or non-membership in the Association.

2. The Company also agrees that representatives of the Association shall be free to discharge their duties in an independent manner without fear that their individual relations with the Company may be affected in the least degree by any action taken by them in good faith in their representative capacity.

3. The Association agrees that neither its officers nor its members will intimidate, discriminate against or coerce any employee or group of employees, for the reason that they are or are not members of the Association.

ARTICLE V - REPRESENTATION

1. In order to carry out the provisions of this Agreement there shall be one (1) "Elected Representative" and not more than one (1) "Group Representative" for approximately one hundred (100) employees. The number of "Group Representatives" shall be as mutually agreed upon from time to time.

2. The Association agrees to furnish the Company with the names of its duly elected officers and representatives appointed to perform any act in connection with the carrying out of this Agreement, and undertakes to notify the Company promptly of any change in the membership of officers or representatives.

COMPLAINTS AND GRIEVANCES

ARTICLE VI - STEP 1 - Any matter which in the opinion of an employee constitutes a grievance or requires adjustment shall first be taken up by the employee with the foreman concerned. If the employee so desires he may request his "Elected Representative" to accompany him provided that the "Elected Representative" is available at the job site.

An employee who is unable to personally contact his "Elected Representative", may, after taking the matter up with his foreman and failing to obtain satisfactory adjustment, submit the question in writing to his "Elected Representative". The "Elected Representative" will take up the question with the Division Superintendent.

Any employee, if he so desires, may take up a complaint or a grievance as an individual through the regular line of organization without recourse to the grievance procedure. The Company, however,

*Non*

ARTICLE VI - COMPLAINTS AND GRIEVANCES (Cont'd)

undertakes that it will not attempt to settle any grievances directly with the employee involved if his grievance has already been discussed with the Company by the "Elected Representative" pursuant to the regular grievance procedure.

The "Elected Representative" may intercede on behalf of his constituents at any time on matters covered by this Agreement, which in his opinion may affect the employees either as an individual or as a group regardless of whether this action is taken as a result of a complaint by an individual or a group or as a result of personal observation.

STEP 2 - If after following the above procedure, satisfactory adjustment is not obtained the "Elected Representative" shall refer the matter to the Manager - Telephone Division, or his delegate or delegates.

STEP 3 - Matters which are not satisfactorily adjusted through the procedure outlined above shall be reported to the President or Secretary-Treasurer of the Association for action. Where warranted the matter will be taken up with the Manager of Industrial Relations of the Company.

ARTICLE VII - LAY-OFF

1. The Company agrees to discuss with the "Elected Representative", any case of hardship or alleged injustice arising out of any lay-off provided that request for such discussion shall be made by the Representative within six working days after the employee has received notice of such lay-off. Request for discussion of these cases shall be made to the employee's Divisional Personnel Superintendent.

2. If, after following the above procedure, satisfaction is not obtained, the matter may be presented by the "Elected Representative" to the Manager of Industrial Relations of the Company within ten working days after the employee has received notice of such lay-off.

ARTICLE VIII - ARBITRATION

1. Should the Company and the Association fail to reach an agreement in regard to any differences concerning the interpretation or violation of this Agreement, the matter may on the application of either party be referred to an arbitration board; such board will be composed of one person appointed by the Company, one person appointed by the Association, both of whom shall choose and agree to a third person to act as chairman, but in the event that the person chosen by the Company and the person chosen by the Association fail to agree upon a third person within seven working days the Minister of Labour of the Province of Quebec shall be asked to

*Kem* 54

ARTICLE VIII - ARBITRATION (Cont'd)

nominate a Member of the Judiciary of the Province of Quebec, and the decision of the board shall be binding on both parties.

2. The Arbitration Board, however, shall not have jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, nor to give any decisions inconsistent with the terms and provisions of this Agreement.

3. Each of the parties hereto will bear the expense of the arbitrator appointed by it, and the parties will jointly bear the expense, if any, of the chairman.

ARTICLE IX - ASSOCIATION ACTIVITIES DURING WORKING HOURS

1. Representatives shall be permitted to leave their regular work for a reasonable length of time to perform their duties in connection with this Agreement, subject to the approval of their job foreman or Division Superintendent.

2. The Company agrees that representatives who are required to attend meetings during working time on Company premises in connection with the carrying out of the terms of this Agreement and employees who may be required to attend such meetings shall receive regular pay from the Company for such time as they are necessarily absent from their regular occupation for this purpose. The Company, however, reserves the right to restrict the number of employees who may be requested to attend any meeting and the period of time for which they shall attend. Regular pay for the purpose of this section shall be the employee's hourly rate in effect at the time.

3. The Company reserves the right to prohibit soliciting of membership in the Association during working hours or on Company premises.

ARTICLE X - LIST OF EMPLOYEES

The Company agrees to furnish lists of hourly rated employees eligible to membership in the Association entering the service of the Company, and also to furnish lists of hourly rated employees covered by this Agreement whose employment with the Company is terminated. These lists will be furnished within one week of employment or termination of service.

ARTICLE XI - NOTICE BOARDS

The Association shall have the privilege of posting notices with respect to activities of the Association on notice boards designated for that purpose. All such notices shall be approved by the Manager of Industrial Relations of the Company before being posted.

*Wm. H.*

ARTICLE XI - NOTICE BOARDS (Cont'd)

The Company agrees that it will not refer to the Association or use the name of the Association in any notices without first securing the approval of the President or Secretary of the Association.

ARTICLE XII - SENIORITY

The Company agrees, that in cases of equally qualified employees, on all occasions where, due to lack of work a lay-off of employees is necessary, and in cases of regrading, seniority shall be given the fullest consideration.

ARTICLE XIII - JOINT PRODUCTION COMMITTEE

The Association recognizes the Joint Production Committee, which is presently established.

ARTICLE XIV - UNINTERRUPTED WORK

1. During the term of this Agreement and during the period when negotiations for further Agreement are in progress, the Company agrees that there shall be no lockouts, and the Association agrees that there shall be no slow-down, strike or any other stoppages of or interference with work which would cause any interruption.
2. The Association agrees that it will not involve any employees of the Company or the Company itself in any dispute which may arise between any other employer and the employees of such other employer.

ARTICLE XV - RATES OF PAY

1. The Association agrees that the classification of employees within the Classes A, B & C and to the various jobs shall be in accordance with the established class description in use in the Company.
2. The parties hereto agree that if there is proof that the rate schedule as covered by this Agreement is not comparable to that in effect in similar industries in the same industrial area, that the Association may, after January 1st, 1947, take up with the Company the question of adjustment.
3. The Rates of Pay for the classification in which the employee is engaged shall be such as is set forth in Appendix "A" hereto annexed and forming part of this Agreement.
4. The Association acknowledges receipt of a copy of the Company's "Hourly Rated Wage Administration Plan - Installation Department".

*Mon* *GA*

ARTICLE XVI - OTHER WORKING CONDITIONS

Hours of work, overtime, off-shift differential, statutory holidays, vacation privileges, minimum compensation, shall be such as is set forth in Appendix "B" hereto annexed and forming part of this Agreement.

ARTICLE XVII - VALIDITY

1. If for any reason any portion of this Agreement shall be held to be void and unlawful, it shall not affect the validity of the rest of the Agreement.

2. The Company agrees that existing general privileges not included in this Agreement will not be withdrawn during the life of this Agreement without due and sufficient cause and the Company undertakes to advise the Association of any contemplated changes.

ARTICLE XVIII - EMPLOYMENT OF VETERANS

The Association acknowledges receipt of a copy of the Company's "Veterans' Program", dated December 4, 1944, and recognizes that special conditions exist with respect to the employment of Veterans who have served in the Armed Forces or those who have served in the Merchant Marine during the period of the war commencing in September 1939.

ARTICLE XIX - WAGES AND HOURS OF WORK CHANGE APPROVALS

1. None of the terms of this Agreement affecting any alteration in existing rates of pay, hours of work or working conditions, which require the approval of the War Labour Board for the Province of Quebec shall have any force or effect until so approved by said Board.

2. The rates of pay, hours of work and working conditions included in the Collective Labour Agreement dated July 13th, 1945, Appendices A, B, C, E & F shall remain in effect until September 1st, 1946. Effective September 2nd the rates of pay, hours of work and working conditions as included in Appendix "A" and Appendix "B" will become effective.

ARTICLE XX - MODIFICATION, RENEWAL AND TERMINATION

1. Subject to the provisions of paragraph 2 of Article XIX this Agreement shall become effective on the 13th day of July, 1946 and shall remain in full force and effect for a period of one year. This Agreement may be changed or amended by mutual consent of the parties hereto, such changes or amendments shall take the form of appendices to the original Agreement.

*Handwritten initials/signature*

ARTICLE XX - MODIFICATION, RENEWAL AND TERMINATION (Cont'd)

2. It shall remain binding for a further period of twelve months unless either party gives to the other party written notice of the termination hereof of not more than sixty days nor less than thirty days prior to the date of termination.

3. Either party may give the other party notice in writing at least sixty days prior to the expiration date of their desire to modify this Agreement. Within ten days after such notice is given a conference shall be held to consider such modifications.

4. In the event of written notice of modification or termination having been given by either party as provided for above, and the parties then desiring to negotiate together for a new Agreement or for a revision of the present Agreement, the present Agreement shall be considered as remaining in force during such reasonable time as may elapse, before it is found that the parties are unable to reach an agreement.

IN WITNESS hereof the parties thereto have executed this Agreement on the 24<sup>th</sup> day of September 1946, in the City of Montreal, County of Hochelaga.

FOR NORTHERN ELECTRIC EMPLOYEE ASSOC.

FOR NORTHERN ELECTRIC COMPANY, LIMITED.

.....  
*August Dohmann*  
.....  
President

.....  
*P. J. Sice*  
.....  
President

.....  
*George H. Hather*  
.....  
Secretary

.....  
*W. M. ...*  
.....  
Secretary

.....  
*Charles J. Guo*  
.....  
Elected Representative  
Installation Department

.....  
*A. E. Parkinson*  
.....  
Installation Department Representative

24

HOURLY RATED WAGE ADMINISTRATION PLAN

INSTALLATION DEPARTMENT

Rate Ranges and Progression Schedules

Class	Rate Range	Class Rate	Hiring Rate	MONTHS - FROM DATE OF HIRING												
				4	8	12	18	24	30	36	42	48	54	60		
C	\$0.57-\$0.85	\$0.75	\$0.57	.63	.69	.75	-	-	-	-	-	-	-	-	-	-
B	.80- 1.05	.95	.57	.63	.69	.75	.80	.85	.90	.95	-	-	-	-	-	-
A	1.00- 1.30	1.15	.57	.63	.69	.75	.80	.85	.90	.95	1.00	1.05	1.10	1.15	-	-

Mobility Factor

The rates set forth in the above paragraph include a five cent (\$0.05) per hour mobility factor.

Merit Increases

Consideration in respect of merit increases above the classification rate, and up to and inclusive of the maximum of the class rate range, shall take place annually, and increases when granted shall amount to \$0.05 per hour after his rate reaches a figure which is a multiple of \$0.65.

Responsibility Allowance

An employee, given the responsibility for a job where no foreman is assigned, and either performing the work alone, or having under his jurisdiction one or more men for functions such as laying out and assigning work, training, interpreting job information, contacting customers' representatives, and in either case handling his own payroll, shall be paid an allowance of \$0.10 per hour during the time he is so employed.

Should such an employee be called upon to work overtime while so assigned, the overtime rate shall be computed on the basis of 1-1/2 times the sum of his hourly rate and the allowance.

*Handwritten signature*

*Handwritten initials*

WORKING CONDITIONS

Both parties agree to the following working conditions relating to hours of work, overtime, off-shift differential, statutory holidays, vacation privileges, minimum compensation, and special working conditions.

1. Hours of Work

1.1 The regular hours of work shall be 40 per week.

Regular Shift

- 8 hours 1 hour lunch

Night Shift

- 8 hours 1/2 hour lunch

1.2 The Company reserves the right to change from time to time the starting and stopping time of any regular shift; it is however agreed to consult with the "Elected Representative" before putting any such changes into effect.

2. Overtime

2.1 Employees on day work jobs shall be paid one and one-half times their hourly rate for overtime.

2.2 The number of straight time hours in any one shift shall not exceed eight (8) hours.

2.3 Overtime shall be paid for all time worked in excess of eight (8) hours (not including overtime hours) on any one shift in any 24 hours, Monday to Saturday inclusive.

2.4 Overtime shall be paid for all time worked in the 24 hours on Sunday.

2.5 Overtime shall be paid for all time worked in excess of forty (40) hours (not including overtime hours) in any payroll week.

2.6 The Company agrees that as much advance notice as possible will be given to employees who are required to work overtime. Except in the case of an emergency where the notice given is less than 24 hours, employees may request to be excused from working such overtime providing they have a legitimate reason for such request.

3. Off-Shift Differential

3.1 The Off-Shift differential will be 10¢ per hour or 10% of total earnings whichever is greater and will be paid to employees working on shifts commencing on or after 3.00 P.M.

*Handwritten signature/initials*

4. Statutory Holidays

4.1 Employees who are not required to work on the undernoted Statutory Holidays will be paid for eight (8) hours (except for part-time employees who will be paid for their normal hours) at day work rate, provided that these holidays are officially observed on a day on which an employee would normally work, and provided that the employee is not absent without pay on the working day preceding and the working day following a holiday.

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

Employees who work on any of the above Statutory Holidays officially observed on a day on which an employee would normally work, will be paid their holiday pay and, in addition, will be paid at their regular rate for all time worked.

When a Statutory Holiday occurs during an employee's vacation that employee shall not be entitled to an extension of vacation or to any extra payment because of such holiday.

4.2 Employees working away from base point shall observe the same Statutory Holidays as those observed by employees working at their base point.

An employee, who is away from his base point, and who is required to work on a Statutory Holiday officially observed by the Company for employees at his base point, will be paid his holiday pay provided he qualifies for such payment and, in addition, will be paid at his regular hourly rate for time worked.

An employee who is required to work on a day which is officially observed by the Company as a holiday in the job location but is not observed as a Statutory Holiday for employees at his base point, will be paid at his regular hourly rate for normal hours worked but no extra payment because of the holiday.

Where conditions do not permit of an employee, away from his base point, working on a holiday which is not officially observed by the Company for employees at his base point, he shall not be entitled to any payment. If possible, the employee will be given an opportunity to make up such lost time by working extra hours at his regular straight time hourly rate during the payroll week in which the local holiday occurs.

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5. Vacation

5.1 Employees will become eligible to vacation with pay each year based on their continuous service (as defined in the Employee Benefit Fund Plan,) with the Company as of June 30th of the current year as follows:-

5.1.1 After continuous service of one year but less than 2 years - 1 week  
provided that the employee's attendance record has been satisfactory to the Company. In computing the attendance record, allowance will be made for justifiable absence. The conditions which disqualify an employee from vacation under this section shall when established be indicated in an appendix to this Agreement.

5.1.2 After continuous service of two years but less than five years. - 1 week

5.1.3 After continuous service of five years but less than twenty-one years, effective for the vacation period in the year 1947. - 2 weeks

5.1.4 After continuous service of twenty-one years or more - 3 weeks

5.2 Employees who complete 21 years of continuous service as defined in the Employee Benefit Fund Plan, with the Company, between July 1st and December 25th in any year, will become eligible to a third week of vacation in that year on or after the date on which they complete 21 years of service.

5.3 Former employees, except for those covered under the following paragraph, who are re-employed after January 1st of the current year, are not eligible for vacation during the current year.

5.3.1 Employees who are discharged from the Armed Forces or Merchant Marine and who are reinstated prior to October 3rd in the current year, are eligible for vacations in the current year based on their credited Company service as of June 30th.

5.3.2 When a Weekly or Monthly Rated Employee is transferred to an hourly rate, the vacation period shall be based on his status as of June 30th in the current year.

5.4 The weekly rate of pay for vacation will be computed as follows:-

5.4.1 For employees taking their vacation on or after July 1st, the pay shall be based on the employee's average weekly earnings for the ten weeks ending seven weeks prior to the Standard Vacation period.

5.4.2 For employees taking their vacation prior to July 1st, the pay shall be based on the employee's average weekly earnings for the ten weeks ending four weeks prior to their vacation period.

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5. Vacation (Cont'd)

5.5 The last two weeks which fall completely within the month of July shall be considered as the Standard Vacation Period during which jobs will be shut down insofar as possible but wherever practicable the Company will provide work for those employees who are not eligible for vacation under this plan.

5.5.1 Wherever practicable vacations will be given during the last two weeks in July and the first two weeks in August. The Company reserves the right to select employees from those eligible for vacation to work during this period, such employees will take their vacation at such other time as may be arranged.

6. Minimum Compensation

6.1 Employees who are called in to work for a short period on account of an emergency shall be paid for a minimum of three hours at the employee's standard day work rate.

6.2 Any employee who reports for work as usual and is sent home because no work is available, shall be paid the equivalent of four hours work at his day work rate, providing such lack of work is not caused by any event beyond the control of the Company.

7. Special Working Conditions

7.1 The Field Staff of the Department is necessarily mobile. It is subject to transfer at any time and to any location. Installation Department bases are presently established at Montreal and Toronto. The Association will be notified when additional bases are established or present bases are changed.

7.2 Employees are expected to hold themselves in readiness to be moved about the country by the Company as the conditions of work demand and to be prepared to work Sundays or Statutory Holidays, should the necessity arise. The Company agrees that, wherever possible, reasonable advance notice shall be given to employees who are assigned to work away from base.

7.3 In selecting men for transfer to jobs away from their base, wherever possible single men of equal ability shall be chosen before married men, provided that the desirability of affording men an opportunity to widen their experience in the installation of various types of equipment shall be given consideration whenever feasible.

7.4 When employees are permanently transferred from one base to another at the Company's request, the moving expense will be paid for by the Company.

7.5 Employees assigned away from their base to an out-of-town job will be paid the cost of meals and berth when this expense is necessarily incurred, in addition to railway fare.

Employees who are granted vacation with pay and who are, at vacation time, assigned away from their base to an out-of-town job will be paid railway

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7. Special Working Conditions (Cont'd)

fare, meals and berth when necessarily incurred from the job to base, or to an intermediate point and back again to the job.

- 7.6 Employees, with the exception of locally hired help and casual labour will be notified as to the base to which they are attached and will be paid reasonable board and lodging expense when working away from their base.

At job locations where Board and Lodging Expense is allowed, it will be paid on a Statutory Holiday observed by the Company to hourly rated employees when off duty providing the employee has not been absent on the working day preceding the holiday or the working day immediately after the holiday under circumstances not warranting the payment of board and lodging expense.

- 7.7 Employees assigned away from their base to an out of town job will be paid \$1.00 per week for laundry for periods in excess of one week.

- 7.8 Employees working on jobs which are more than one hundred (100) and not over three hundred (300) rail miles from their base shall be allowed transportation expenses back to their base or to their home location, whichever is the shorter, after four weeks and at the end of each four subsequent weeks providing the employee is scheduled to be away from base at least one additional two week period, and that the employee's absence shall not interfere with the job. The expenses paid for shall only be the transportation expenses incurred and shall not exceed return railway fare at coach rates. Advantage shall be taken of excursion rates or week-and return fares on trains and buses where available.

In order to determine eligibility for the first trip home under this clause time away from base shall be computed from September 2nd, 1946.

Employees returning to base or to their home location, in accordance with the above plan, shall not leave the job on which they are working before regular quitting time on Friday and shall return to the job, ready to work, at the regular starting time on the following Monday. They shall not be granted meal expense during the period of absence and shall satisfy job foreman that trip has been made.

8. Installers' Travel Time

- 8.1 One Day Jobs (Where employee returns to his base before midnight)

Employees will be paid travel time at straight time rates for all time spent travelling on Company business during regular working hours, i.e. 8 A.M. to 12 noon and from 1 P.M. to 5 P.M. and in addition will be paid straight time for actual time occupied waiting for trains and in travelling back to base after 5 P.M.

- 8.2 Jobs Over One Day's Duration

Installers will be paid travel time at straight time rates for all time spent travelling during regular working hours i.e. 8 A.M. to 12 noon and from 1 P.M. to 5 P.M.

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