

S-479

MTL. LOCOMOTIVE WORKS -

1947-48



47-48  
S. 479

MINISTÈRE DU TRAVAIL  
PROVINCE DE QUÉBEC

Québec, ce 21 août 1947.

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

Sujet: Conv. coll. entre Montreal Locomotive  
Works Limited et l'Association des Employés de la Montréal  
Locomotive Works, Inc.

Monsieur,

Je vous inclus une copie de cette convention conclue  
sous la Loi des Syndicats Professionnels, (S.R.Q., 1941, chapitre 162  
et amendements), datée du 20 juin 1947 et déposée au ministère du  
Travail sous le numéro 479.

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.

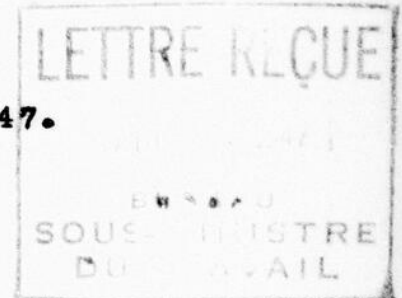
PIERRE-A. GOSSELIN,  
MEMBRE.

BRUNAY BRAIS,  
MEMBRE.

286. RUE ST-JOSEPH,  
QUEBEC.

4 EST. RUE NOTRE-DAME  
MONTREAL.

Québec le 27 août, 1947.



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

RE: Montreal Locomotive Works Limited,  
- et -  
L'Association des Employés de la  
Montreal Locomotive Works, Inc.

Monsieur le sous-ministre,

J'accuse réception de votre lettre  
du 21 août, 1947, accompagnée pour dépôt  
de deux copies certifiées d'une convention de travail,  
en date du 20 juin 1947, intervenue entre  
les parties ci-dessus mentionnées et déposée au minis-  
tère du Travail, le 25 juin 1947  
sous le numéro 479.

Bien à vous,

*Paul E. Bernier*

Le secrétaire,

*par R.R.*

P. E. Bernier, L.L.L.  
/mg

LO.



MINISTÈRE DU TRAVAIL  
HÔTEL DU GOUVERNEMENT  
QUÉBEC

Québec, ce 21 août 1947.

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

Sujet: Convention collective entre Montreal Locomotive Works  
Limited et l'Association des Employés de la Montreal Locomo-  
tive Works Inc.

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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 20 juin 1947 et déposée au ministère du Travail le 25 juin 1947 sous le numéro 479 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 14 juillet 1947.

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

Sujet: Convention collective entre "Montreal Locomotive Works Limited" et l'Association des Employés de la Montreal Locomotive Works, Inc.

Je vous inclus une copie du certificat constatant le dépôt de cette convention collective enregistrée au ministère du Travail en exécution de la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements), le 25 juin 1947 sous le numéro 479.

MC.  
incl.

Sincèrement à vous,

Le sous-ministre



DEPARTMENT OF LABOUR  
PARLIAMENT BUILDINGS  
QUEBEC

Quebec, July 14th, 1947.

Mr. A.C. Lawson,  
Montreal Locomotive Works Limited,  
215, St. James West,  
Montreal.

Dear Sir:-

Enclosed please find a certificate of the deposit made with the Department of Labour on **June 25th, 1947**, under Number **479** of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between **Montreal Locomotive Works Limited**, and **"l'Association des Employés de la Montreal Locomotive Works, Inc.**

The labour association party to the above mentioned agreement having been certified on **September 25th, 1945**, as bargaining agent by the Quebec Labour Relations Board, the deposit of such agreement with the Department of Labour has also the effect of the deposit contemplated in the Labour Relations Act (R.S.Q., 1941, Chapter 162-A and amendments).

Sincerely yours,

MC.  
encl.

Deputy Minister.



DEPARTMENT OF LABOUR  
PARLIAMENT BUILDINGS  
QUEBEC

Quebec, **July 14th, 1947.**

**Mr. Joseph Mein, Secretary,  
Montreal Locomotive Works Employes Association Inc.,  
P.O. Box 1350, Place d'Armes,  
Montreal.**

**Dear Sir:-**

Enclosed please find a certificate of the deposit made with the Department of Labour on **June 25th, 1947**, under Number **479** of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between **Montreal Locomotive Works Limited and "l'Association des Employés de la Montreal Locomotive Works, Inc."**

The labour association party to the above mentioned agreement having been certified on **September 25th, 1945**, as bargaining agent by the Quebec Labour Relations Board, the deposit of such agreement with the Department of Labour has also the effect of the deposit contemplated in the Labour Relations Act (R.S.Q., 1941, Chapter 162-A and amendments).

Sincerely yours,

**MC.  
encl.**

Deputy Minister.



**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 **479**  
Number

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

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

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

le ministère du Travail a reçu de **M. Joseph Mein, secrétaire de l'Association des**  
*the Department of Labour has received from*  
**Employés de la Montreal Locomotive Works, Inc.**

la convention mentionnée ci-après, laquelle a été déposée sous le numéro **479**  
*the hereinafter mentioned agreement, which has been deposited under Number*

savoir :  
*to wit :*

Une convention collective en date du **20 juin 1947**  
*A collective agreement under date of*

intervenue entre : **Montreal Locomotive Works Limited et l'Association des Employés**  
*between :* **de la Montreal Locomotive Works, Inc. En vigueur à compter du**  
**6 juin 1947 jusqu'au 6 juin 1948. 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 **quatorzième**  
*this*

jour du mois de  
*day of the month of*

**juillet**

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

MC.

.....  
Sous-ministre

.....  
Deputy Minister



AGREEMENT BETWEEN  
MONTREAL LOCOMOTIVE WORKS LIMITED  
AND  
L'ASSOCIATION DES EMPLOYES  
DE LA  
MONTREAL LOCOMOTIVE WORKS, Inc.

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1) Parties to this agreement shall be Montreal Locomotive Works Limited, Longue Pointe, Montreal, hereinafter referred to as "The Company" and L'Association des Employes de la Montreal Locomotive Works Inc., Longue Pointe, Montreal, hereinafter referred to as "The Association".

2) PROFESSIONAL JURISDICTION

This agreement applies to all employees hired at an hourly rate, except foremen, patternmakers, stationary enginemen, firemen and helpers in the steam power plant, employed by "The Company".

3) RECOGNITION

"The Company" hereby recognizes that "The Association" has been duly certified under the "Labour Relations Act" (R.S.Q.1941, chapter 162A) as sole bargaining agent for all its employees hired at an hourly rate except: foremen, patternmakers, stationary enginemen, firemen and helpers in the steam power plant, employed by "The Company".

4) CO-OPERATION

All parties to this agreement hereby commit themselves to the fullest co-operation with the object of maintaining efficient and uninterrupted production in the plant.

5) THE ASSOCIATION SECURITY

"The Company" agrees to furnish "The Association" with a list of employees hired or re-hired by "The Company", once every fifteen days.

6) NEGOTIATIONS

Any difficulties between "The Company" and "The Association" which may arise, and which cannot be handled through the regular grievance procedure, may be presented to the Management of "The Company" by the Negotiating Committee of "The Association", at the discretion of "The Association", for consideration and settlement. Every effort will be made to settle any such difficulties within forty-eight (48) hours after presentation to "The Company".

7) OFFICERS OF THE ASSOCIATION

"The Association" shall furnish "The Company" with a list of Members of the Negotiating Committee and of the Executive Committee of "The Association", also the names of all Shop Stewards, within ten (10) days after this agreement comes into force. Whenever any change is made in such list, "The Company" will be notified in writing within three (3) days of such change.

8) NAMES OF FOREMEN

A list of the names of all foremen, assistant foremen and others authorized to give orders or act in a supervisory capacity, will be given to "The Association" within ten (10) days after this agreement comes into force. Whenever any change is made in such list, "The Association" will be notified in writing within three (3) days of such change.

9) WAGES

- a) All hourly rated employees covered by this agreement shall be paid according to the Wage Scale, Schedule A, which is attached to and is part of this agreement.
- b) "The Company" agrees not to decrease the hourly rate of any employee, excepting in the case of a man being transferred to a position of lower category or classification. In that case he will be paid the rate corresponding to the prevailing rate in that category or classification and "The Association" shall be notified in writing of the rate change.
- c) "The Company" agrees not to reduce any piece work rate on any job without first negotiating the said piece work rate with "The Association", and "The Company" also agrees to negotiate with "The Association" with regard to increasing any piece work rates considered inadequate by "The Association".

10) NOTICES

Unless otherwise required by law, no notice altering the working conditions in the Plant, or otherwise affecting the welfare of the employees, shall be posted by the Management until said notice has been submitted to the Executive Committee of "The Association". "The Association" shall have the privilege of posting notices on the boards in all departments after said notice has been submitted to the Management of "The Company". All notices must be posted by both parties, bilingually.

11) HOURS OF WORK

a) Day Shift: Regular hours of work shall be eight (8) hours per day or forty-four (44) hours per week. .

Monday to Friday . . . . . 7.30 a.m. till 12.00 noon  
1.00 p.m. till 4.30 p.m.  
Saturday . . . . . 7.30 a.m. till 11.30 a.m.

All day shift employees covered by this agreement shall be paid time and one-half after eight (8) hours have been worked in one day, with the exception of Saturday when time and one-half shall be paid after four (4) hours have been worked.

b) Night Shift: Regular hours of work shall be nine (9) hours per night or forty-five (45) hours per week.

Monday to Friday . . . . . 8.00 p.m. till 12.00 midnight  
12.30 a.m. till 5.30 a.m.

All night employees covered by this agreement shall be paid time and one-half after nine (9) hours have been worked in one night. All night shift employees, with the exception of those employees working on alternating shifts, shall be paid a premium of five (05¢) cents per hour which shall be added to their total weekly earnings. Alternating shifts, before institution, shall be mutually agreed to by "The Company" and "The Association".

c) After an employee has worked three (3) hours overtime on any shift, any hours worked thereafter on that shift shall be paid for at the rate of double time.

12) ARRIVAL AT WORK

No employee covered by this agreement, having worked less than thirty (30) hours in a week, shall be sent home by "The Company" without being credited with three (3) hours pay. If an employee has worked more than thirty (30) hours in the week, he must be credited with two (2) hours pay.

13) DISMISSALS, TRANSFERS AND LAY-OFFS

- a) No member of the Executive Committee or Shop Steward of "The Association" shall be dismissed, laid off or transferred until his case has been settled between "The Association" and "The Company".
- b) In the event of a lay-off, "The Company" shall supply the Executive Committee of "The Association" with a list of men to be laid off. If "The Association" is of the opinion that an injustice is being done, the case or cases will be handled as per Grievance Procedure, outlined elsewhere in this agreement. If the Grievance Procedure results in the reinstatement of the employee or employees in question, such reinstatement will be with pay, retroactive to date of lay-off.
- c) In the event of a reduction of staff in the Plant, all Shop Stewards of "The Association" shall have top seniority in their respective trade, in their department, ability providing. All members of the Executive Committee of "The Association" shall have top seniority in their respective trade, throughout the Plant, ability providing.
- d) In the event of a shut-down in the Plant caused through any circumstances, "The Company" agrees to re-hire first: the members of the Executive Committee of "The Association" and second; the Shop Stewards of "The Association" in the first group to be re-hired in their respective trade, ability providing.

13) DISMISSALS, TRANSFERS AND LAY-OFFS - continued

e) In a case where an employee is to be laid off, "The Company" whenever possible shall notify "The Association" in writing, forty-eight (48) hours before the release of the employee is due to take effect. The employee will also be notified at the same time.

14) PAY PERIOD

"The Company" agrees to pay all day shift employees covered by this agreement each Friday between one o'clock p.m. and quitting time, with the exception of the Plant being closed. In the latter case, the pay period will be the previous day between the same hours.

15) NIGHT EMPLOYEES

a) No night employee covered by this agreement shall be sent home by "The Company" between the hours of twelve (12) o'clock midnight and five (5) a.m. No night employee shall be sent home by "The Company" due to lack of work, break-downs, etc., at any time during the regular working period of the night shift on a pay night without first receiving his pay.

b) "The Company" agrees to pay all night shift employees when entering the Plant on Friday night, with the exception of the Plant being closed. In the latter case, the pay period will be the previous day at the same hour.

16) VACATIONS WITH PAY

a) Any employee who has less than one year's service prior to May 1st in any year, shall receive a vacation of one-half ( $\frac{1}{2}$ ) day per month worked, for which he shall be paid his regular hourly rate plus ten (10) percent. His days of vacation shall be consecutive.

16) VACATIONS WITH PAY - continued

- b) Any employee who has one year's service but less than five years prior to May 1st in any year, shall receive one (1) week's vacation for which he shall be paid forty-four (44) hours at hourly rate plus ten (10) percent. His days of vacation shall be consecutive.
- c) Any employee who has five years' service or more prior to May 1st in any year shall receive two (2) weeks' vacation for which he shall be paid eighty-eight (88) hours at hourly rate plus ten (10) percent. His days of vacation shall be consecutive.
- d) The vacation period shall be granted between July 1st and September 1st and "The Company" shall notify the employees of the exact date of the vacation period sixty (60) days in advance of said period.
- e) "The Company" agrees not to penalize any employee for his vacation due to time lost through reported sickness, or time lost with permission. Any employee with less than five years' service prior to May 1st in any year, who loses more than six (6) full working days during the preceding twelve (12) months without excuse, shall forfeit his vacation. Any employee with five years' service or more prior to May 1st in any year, who loses more than six (6) full working days during the preceding twelve (12) months without excuse, shall forfeit one-half ( $\frac{1}{2}$ ) of his vacation.
- f) In the case of an employee being laid off before the vacation period; if he has less than five years' service up to the time of lay-off, he shall be paid a vacation pay of

16) VACATIONS WITH PAY - continued (f)

one-half ( $\frac{1}{2}$ ) day per month worked since the last preceding May 1st and; if he has five years' service or more up to the time of lay-off, he shall be paid a vacation pay of one (1) day per month worked since the last preceding May 1st. This is in addition to pay or vacation as specified in the previous clauses of this article for vacation with pay in respect of service prior to the last preceding May 1st.

17) HEALTH AND WELFARE

"The Company" shall make reasonable provisions for the safety and health of its employees during working hours. In cases where special clothing or protective devices are required by law for the protection of the employees, the same shall be supplied by "The Company", and shall be properly utilized by the employees.

18) RECOGNIZED HOLIDAYS

a) New Year's Day, Good Friday, May 24th, June 24th, Dominion Day, Labour Day, Thanksgiving Day, and Christmas Day shall be observed as holidays from 5.30 a.m. on any such day to 5.30 a.m. on the next day, and any employee working on any such holidays shall be paid double time. All Sundays shall be observed as holidays from twelve (12) o'clock midnight on Saturday to twelve (12) o'clock midnight on Sunday and any employee working on Sunday shall be paid double time. In the event of one of the above-mentioned holidays falling on a Sunday, it shall be considered as falling on Monday and overtime shall be computed accordingly.

b) New Year's Day, Labour Day and Christmas Day shall be holidays with pay, providing that the employee has worked the required number of hours on the working day preceding and the working day following any such day, and has had three months'

18) RECOGNIZED HOLIDAYS - continued (b)

service with the Company prior to any such day. Any employee who works on one of these three holidays with pay shall be paid double time and shall have a day off with pay in the following week.

c) Any employee working on one of the days mentioned in sections a) or b) of this article shall be entitled to one-half ( $\frac{1}{2}$ ) hour for lunch for which he shall be paid provided he has completed four (4) hours of work on that day.

d) Any employee who starts work between twelve (12) o'clock midnight on Saturday and twelve (12) o'clock midnight on Sunday shall be paid at the rate of double time for all the hours he works on that shift, even though one or more of the hours worked may be on Monday morning. The same shall apply from 5.30 a.m. on all the other days mentioned in section a) of this article to 5.30 a.m. on the following day.

19) INCREASE IN WAGES

All hourly rated employees covered by this agreement shall receive an increase in wages of five (05¢) cents per hour but not to exceed forty (40¢) cents per regular working day. It is recognized that this increase of five (05¢) cents per hour does not apply in calculating overtime, or time as specified in Section 12, or any special allowances which may arise. This increase shall be added to the individual employee's total weekly earnings.

20) GRIEVANCE PROCEDURE

The employee will take the grievance before the Steward of his Department. The Steward, with the employee, will take the grievance before the departmental foreman for settlement; if no settlement can be made with the departmental foreman, the Steward will take the grievance before the Executive Committee of "The Association".

The Executive Committee will take the grievance before the departmental foreman for settlement; if no settlement can be made with the departmental foreman, the Executive Committee will take the case before the Plant Superintendent.

If no settlement can be made with the Plant Superintendent, the grievance will be taken before the Works Manager for settlement.

21) ARBITRATION

In the event that no agreement is reached through the procedure set forth in paragraphs number 20 and number 6 hereof, the parties will endeavour to effect a settlement through some agreed method of arbitration to be final and binding on both parties, but, failing such an agreement as to arbitration, then either party shall have the right to apply for a Board of Conciliation under the provision of the Quebec Trades Dispute Act (R.S.Q.1941, Chapter 167).

22) RENEWAL AND TERMINATION

This agreement shall become effective on the 6th day of June, 1947, and shall remain in full force for one year and thereafter shall remain binding for a further period of one year unless either party hereto shall give the other signatory notice in writing of termination within a delay which shall not be more than sixty (60) days nor less than thirty (30) days prior to the expiration of each one year period.

23) STRIKES AND LOCK-OUTS

During the life of this agreement or while negotiations for a further agreement are in progress, there shall be no strike or slow-down on the part of the members of "The Association" nor any lock-out on the part of "The Company", until all the provisions of this agreement have been exhausted.

Signed at Montreal on the 20<sup>th</sup> day of June, 1947.

For "The Company":

*W. Maddy*

*A. G. Lawson*

Witness:

*A. H. Sewers*

For "The Association":

*Charles Kent*

*Joseph Mein*

Witness:

*Leopold Boivert*

*Paul Maltais*

SCHEDULE "A"MONTREAL LOCOMOTIVE WORKS, LimitedOCCUPATIONAL CLASSIFICATIONS AND HOURLY RATES  
ESTABLISHED AS OF JUNE 7th, 1947.

<u>OCCUPATION</u>	<u>CLASS 1</u>	<u>CLASS 2</u>	<u>CLASS 3</u>	<u>CLASS 4</u>
Apprentices - 1st Year-1st 6 mos.	.45			
" - 1st " 2nd 6 "	.48			
" - 2nd " 1st 6 "	.50			
" - 2nd " 2nd 6 "	.53			
" - 3rd " 1st 6 "	.56			
" - 3rd " 2nd 6 "	.60			
Air Tool Operators	.90	.80-.85	.70-.75	
Beltmen	.80	.70		
Blacksmiths	1.15	1.00	.85-.90	.80
Boilermakers - Leaders	1.20	1.10		
" - Others	.95-1.00	.85-.90	.80	
Boltmakers	.80	.70		
Brakemen	.80	.75		
Carpenters - Leaders	1.10			
" - Others	1.00	.95	.90	.85
Checkers - Shop	.85-.90	.80	.75	.70
Clerks - Shop	.85	.80	.75	.65-.70
Coremakers - Floor & Bench	1.03			
Crane Operators	.90	.85	.80	.75
Drop Hammer Operators	1.10	1.00	.90	

SCHEDULE "A"MONTREAL LOCOMOTIVE WORKS, LimitedOCCUPATIONAL CLASSIFICATIONS AND HOURLY RATES  
ESTABLISHED AS OF JUNE 7th, 1947.

<u>OCCUPATION</u>	<u>CLASS 1</u>	<u>CLASS 2</u>	<u>CLASS 3</u>	<u>CLASS 4</u>
Electricians - Leaders	1.25			
" - Others	1.15	1.05-1.10	.95-1.00	.85-.90
" - Construction	1.20			
Asst. Chief Engineer - Power House	1.15			
Engineers - " "		1.05	.95	.85
Helpers - Unlicensed Firemen				.70
Engineers - Yard Engine	.90	.85		
Engineers - Loco. Crane	.95	.90		
Firemen - Loco.	.80	.75		
Fitters	1.05-1.10	.95-1.00	.85-.90	.75-.80
Gang Leaders	1.45-1.60	1.25-1.35	1.15-1.20	1.10
Gas Burners	.90-.95	.80-.85	.70-.75	.65
Gas Plant Operators	.80	.70-.75		
Hammer Drivers	.80	.70		
Hammersmiths	1.40	1.20	1.00	
Handymen	.85	.80	.75	.70
Heaters	.80	.70	.60	
Heat Treaters	.90	.80-.85	.75	
Hydraulic Riveters	.90	.80		
Inspectors	1.05	1.00	.95	.85-.90
Janitors (Male)	.70			
" (Female)	.60			
Layersout	1.05	.95	.85-.90	.80

SCHEDULE "A"MONTREAL LOCOMOTIVE WORKS, LimitedOCCUPATIONAL CLASSIFICATIONS AND HOURLY RATES  
ESTABLISHED AS OF JUNE 7th, 1947.

<u>OCCUPATION</u>	<u>CLASS 1</u>	<u>CLASS 2</u>	<u>CLASS 3</u>	<u>CLASS 4</u>
Machine Operators - Leaders	1.10	1.05	1.00	
Machine Operators	.95-1.05	.85-.90	.75-.80	.65-.70
Maintenance Men	1.05	.95-1.00	.85-.90	.75-.80
Millwrights & Riggers	1.05-1.10	.95-1.00	.85-.90	.80
Moulders	1.10			
Oilers	.80	.75	.70	.65
Painters	1.00	.95	.90	.80-.85
Patternmakers	1.20			
Pipe Fitters	1.05	1.00	.90-.95	.80-.85
Slingers	.80	.75	.70	.65
Shop Helpers	.70	.65		
Shop Laborers	.70	.65		
Storemen	.85	.80	.75	.65-.70
Rivet & Tap Passers	.60	.55	.50	
Tin & Coppersmiths	1.00	.95	.90	.80-.85
Timekeepers	.80	.65-.70		
Tool Distributors	.90	.85	.80	.70-.75
Toolmakers	1.20	1.10-1.15	1.00-1.05	.90-.95
Toolsmiths	1.15	1.00-1.05	.95	.80-.85
Tool Temperers	1.10	1.00	.90	
Tractor Drivers	.80	.70-.75		
Trackmen	.75	.70	.65	
Truck Drivers	.85	.80	.75	
Watchmen	.75			
Welders-Electric	1.05	.95-1.00	.90	.80