

S-262 MIL. LOCOMOTIVE WORKS -

1946-47



46.47  
S. 262.

MINISTÈRE DU TRAVAIL  
HÔTEL DU GOUVERNEMENT  
QUÉBEC

Québec, ce 14 janvier 1947.

Monsieur Paul Dufault, secrétaire,  
L'Association des Employés de la Montréal  
Locomotive Works Inc.,  
P. O. Box 1350, Place d'Armes,  
MONTREAL.

Monsieur,

Le conseiller juridique du ministère du Travail a étudié, en regard de la législation ouvrière actuelle, la convention collective intervenue le 7 juin 1946 en vertu de la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements) entre votre association et **Montréal Locomotive Works Limited.**

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 14 janvier 1947.

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

Sujet: Convention collective entre **Montreal Locomotive Works Ltd.** et l'Association des employés de la **Montréal Locomotive Works Inc.**

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Monsieur,

J'ai bien reçu votre lettre du **11 janvier 1947** et je note vos observations concernant la convention ci-haut mentionnée et déposée à nos archives le **23 juillet 1946** sous le numéro **262** ; le ministère transmet une copie de votre rapport à l'association ouvrière partie à cette convention.

Sincèrement à vous,

Le sous-ministre

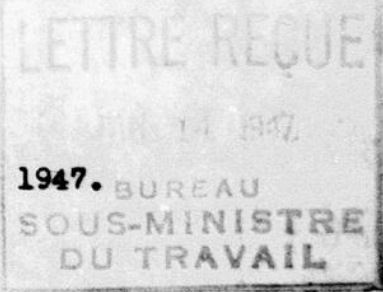
COMMISSION DU SALAIRE MINIMUM

1 rue DE LA COURONNE

QUÉBEC

CORRESPONDANCE  
ENTRE SERVICES

Québec, ce 11 janvier, 1947.



Monsieur Gérard Tremblay, sous-ministre,  
Ministère du travail,  
Hôtel du gouvernement,  
Québec.

Sujet: Convention collective intervenue entre  
Montreal Locomotive Works Ltd. et l'Asso-  
ciation des employés de la Montreal Loco-  
motive Works Inc.

Monsieur le sous-ministre,

Nous avons étudié ce contrat en date du 7 juin 1946  
déposé à votre ministère sous le no 262, le 23 juillet 1946 et à la Com-  
mission des relations ouvrières en vertu de l'article 19-A, chap. 162-A,  
S.R.Q. 1941, et amendements.

Nous vous soumettons les observations suivantes:

1. La clause 3, telle que libellée, peut comporter des dangers de  
conflits contractuels. En effet, il est de la juridiction seule de la Com-  
mission des relations ouvrières de reconnaître un syndicat, une association  
ou un groupe d'ouvriers à titre d'agent négociateur de sorte que les parties  
seraient bien avisées d'amender de la manière suivante:

" 3) The Company do hereby recognizes that the Association has  
" duly been certificated as sole negotiating agent for all employ-  
" ees hired at an hourly rate, excepting foremen, pattermakers  
" employees belonging to the Brotherhood of Railway Trainmen,  
" stationary engineers, firemen and helpers in the steam power  
" plant employed by the Company and that it has all the rights  
" inherent to such certification."

2. La clause 16 du contrat devra être amendée pour rencontrer toutes  
les exigences de l'ordonnance no 3, révisée de la Commission du salaire mi-  
nimum.

3. La clause 20 du contrat pour ce qui concerne le délai d'avis de  
renouvellement n'est pas conforme aux exigences de l'article 15 de la Loi  
des relations ouvrières chap. 162-A, S.R.Q. 1941, et amendements en ce que  
ce délai est insuffisant ce qui comporte nullité de cette disposition de  
sorte qu'il ne s'agit d'un contrat que pour la durée d'un an soit du 6 juin  
1946 au 5 juin 1947. Si les parties désirent lui donner un effet de renou-  
vellement automatique, elles devront amender en retranchant aux deux derniè-  
res lignes les mots: " Thirty (30) days prior to the end of the first one  
year period" et en les remplaçant par les suivants: " within a delay of not  
more than sixty nor less than thirty days prior to the end of the first one  
year period."

4. Il est regrettable que les parties n'aient pas jugé opportun

COMMISSION DU SALAIRE MINIMUM

1 rue DE LA COURONNE

QUÉBEC

CORRESPONDANCE  
ENTRE SERVICES

- 2 -

d'annexer à leur contrat les résolutions l'approuvant et autorisant leurs officiers respectifs à le signer.

Vu ces remarques, nous suggérons que les parties soient invitées à amender leur contrat.

Bien à vous, -



Philippe Rousseau, c.r.  
conseiller juridique

PR/MC



46.47  
S. 262

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

Québec, ce 6 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 Montreal  
Locomotive Works Limited and l'Association des Employés  
de la Montreal 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 amende-  
ments) et déposée au ministère du Travail le 23 juillet 1946  
sous le numéro 262 ; je vous prie d'en faire l'étude et de me commu-  
niquer vos observations.

Le sous-ministre

S. 262



CONSEIL RÉGIONAL DU TRAVAIL EN TEMPS DE GUERRE

QUÉBEC, P.Q.,

Le 7 décembre 1946.

LETTRE REÇUE  
DEC 10 1946  
BUREAU  
SOUS-MINISTRE  
DU TRAVAIL

Monsieur Gérard Tremblay,  
Sous-ministre du Travail,  
Ministère du Travail,  
QUEBEC.

Cher monsieur Tremblay,

J'accuse réception de votre lettre du 6 décembre, incluant une copie de la convention collective de travail intervenue entre Montreal Locomotive Works Limited and l'Association des Employés de la Montreal Locomotive Works Inc., et je prends bonne note de son contenu.

Je vous prie d'agréer, cher monsieur Tremblay, l'expression de mes meilleurs sentiments.

l'administrateur délégué,

*Adrien Bélanger*  
Adrien Bélanger.

BUREAU DU SOUS-MINISTRE	
Préparer référence à:	
.....	
Apporter dossier	
Préparer	réquisition
	arrêté ministériel
	procès-verbal
	avis de réquisition
Attester réception	
Mettre en dossier	
Faire la notice	
Mettre à l'expédition	
Classifier	
COP 25	

AB/AG



**MINISTÈRE DU TRAVAIL**  
HÔTEL DU GOUVERNEMENT  
QUÉBEC

Québec, ce 6 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 7 juin 1946 et conclue sous la Loi des Syndicats professionnels entre Montreal Locomotive Works Limited and l'Association des Employés de la Montreal Locomotive Works Inc.

Cette convention a été déposée aux archives du ministère du Travail, le 23 juillet 1946.

Sincèrement à vous,

Le sous-ministre

H-16



MINISTÈRE DU TRAVAIL  
HÔTEL DU GOUVERNEMENT  
QUÉBEC

Québec, ce 6 décembre 1946.

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

Sujet: Conv. coll. entre Montreal Locomo-  
tive Works Limited and l'Association des Employés de la  
Montreal 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 7 juin 1946 et déposée au ministère du  
Travail sous le numéro 262.

Sincèrement à vous,

Le Sous-ministre

E-15



S. 262

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 9 décembre 1946.

Monsieur Gérard Tremblay,  
Sous-ministre du Travail,  
Hôtel du Gouvernement,  
Québec, P.Q.RE: Montréal Locomotive Works Limited  
&  
Ass. des Employés de la Montreal Locomotive Works Inc.

Monsieur le sous-ministre,

J'accuse réception de votre lettre  
du 6 décembre 1946, accompagnée pour dépôt  
de deux copies certifiées d'une convention de travail,  
en date du 7 juin 1946, intervenue entre  
les parties ci-dessus mentionnées et déposée au minis-  
tère du Travail, le 23 juillet 1946  
sous le numéro 262.

Bien à vous,

Le secrétaire,

P. E. Bernier, LL.L  
/mg



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

Québec, ce 6 décembre 1946.

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

Sujet: Convention collective entre **Montréal Locomotive Works Limited** and l'**Association des Employés de la Montreal Locomotive Works Inc.**

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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 **7 juin 1946** et déposée au ministère du Travail le **23 juillet 1946** sous le numéro 262 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 25 juillet, 1946.

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 23 juillet, 1946 sous le numéro 262.

Sincèrement à vous,

Le sous-ministre



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

Québec, ce 26 juillet 1946.

**Monsieur Paul Dufault, secrétaire,**  
**L'Association des Employés de la Montreal**  
**Locomotive Works Inc.,**  
**P.O. Box 1350, Place d'Armes,**  
**Montreal.**

**Monsieur le secrétaire,**

Je vous inclus un certificat constatant le dépôt fait au ministère du Travail, le **23 juillet 1946** sous le numéro 262 de la convention collective conclue sous la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements) et intervenue entre "**Montreal Locomotive Works Limited**" et l'**Association des Employés de la Montreal Locomotive Works Inc.**

La partie ouvrière ayant été reconnue le **25 septembre 1945** comme agent négociateur par la Commission de Relations ouvrières de Québec, le dépôt de cette convention au ministère du Travail a aussi les effets du dépôt exigé par la Loi des Relations ouvrières (S.R.Q., 1941, chapitre 162-A et amendements).

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.

Le Sous-ministre

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



DEPARTMENT OF LABOUR  
PARLIAMENT BUILDINGS  
QUEBEC

Quebec, July 24th, 1946.

Mr. Charles Kent,  
The Association of Employees of the  
Montreal Locomotive Works Inc.,  
P.O. Box 1350, Place d'Armes,  
Montreal,  
Que.

Dear Sir:-

Enclosed please find a certificate of the deposit made with the Department of Labour on July 23rd, 1946 under Number 262 of the 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 agreement having been certified on Sept. 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).

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.



DEPARTMENT OF LABOUR  
PARLIAMENT BUILDINGS  
QUEBEC

Quebec, July 24th, 1946.

Mr. M.W. Townsend, Vice-President,  
Montreal Locomotive Works Ltd.,  
P.O. Box 1350, Place d'Armes,  
Montreal,  
Que.

Dear Sir:-

Enclosed please find a certificate of the deposit made with the Department of Labour on July 23rd, 1946 under Number 262 of the 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 agreement having been certified on Sept. 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).

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.

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 262  
Number

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

**vingt-troisième**

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

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

le ministère du Travail a reçu de **Mr. M. W. Townsend, Vice-President of**  
*the Department of Labour has received from*  
**Montreal Locomotive Works, Limited,**

la convention mentionnée ci-après, laquelle a été déposée sous le numéro **262**  
*the hereinafter mentioned agreement, which has been deposited under Number*

savoir:  
*to wit:*

Une convention collective en date du **7 juin 1946**  
*A collective agreement under date of*

intervenue entre: **Montreal Locomotive Works Limited and l'Association des**  
*between:* **Employés de la Montreal Locomotive Works Inc.**

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

Sceau - Seal

ce **vingt-quatrième**  
*this*

jour du mois de  
*day of the month of*

**juillet**

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

MC.

.....  
Sous-ministre

.....  
Deputy Minister

Quebec, July 10th, 1946.

Mr. H. W. Townsend,  
Montreal Locomotive Works Ltd,  
Montreal.

Dear Sir:

The Department of Labour wishes to acknowledge receipt of a copy of a Collective Labour Agreement signed between Montreal Locomotive Works Limited and The Association of Employees of the Montreal Locomotive Works Inc.

However, if the contracting parties desire that said agreement be deposited in our records according to the Professional Syndicates Act, they will have to forward to us a duly signed copy. In conformity with section 23 of said Act, the Minister of Labour must receive an authentic copy or, in the case of a private writing, a duplicate. For your information, I am forwarding to you the Professional Syndicates Act.

Yours truly,

Associate Deputy Minister.

G.

Quebec, July 10th, 1946.

Mr. Charles Kent,  
Association of Employees of the Montreal  
Locomotive Works Inc.,  
Montreal.

Dear Sir:

The Department of Labour wishes to acknowledge receipt of a copy of a Collective Labour Agreement signed between Montreal Locomotive Works Limited and The Association of Employees of the Montreal Locomotive Works Inc.

However, if the contracting parties desire that said agreement be deposited in our records according to the Professional Syndicates Act, they will have to forward to us a duly signed copy. In conformity with section 23 of said Act, the Minister of Labour must receive an authentic copy or, in the case of a private writing, a duplicate. For your information, I am forwarding to you the Professional Syndicates Act.

Yours truly,

Associate Deputy Minister.

J. O'Connell-Maher  
G.

Montréal Sud, 22/7/46

M. J. O'Connell Maher,  
Sous-Ministre adjoint du travail

LETTRE REÇUE

Cher Monsieur,

JUIL 24 1946

BUREAU DU  
SOUS-MINISTRE  
DU TRAVAIL

Ci inclus vous trouverez  
une copie de notre contrat avec  
la Montréal Locomotive Works Inc.  
dûment signée et j'espère que  
ceci satisfera les exigences du  
syndicat professionnel

Je demeure,

Votre tout dévoué

Paul DuFault  
secrétaire

BUREAU DU SOUS-MINISTRE	
Préparer référence à:	
Approuvé par:	
Préparer	résolution
	arrêté ministériel
	projet de réponse
	avis de publication
Attester réception	
M'en saisir	
Faire tenir à:	
Mettre en circulation	
Classer	
copies	

# MONTREAL LOCOMOTIVE WORKS LIMITED

GENERAL OFFICES AND WORKS      SALES OFFICE      ADDRESS ALL COMMUNICATIONS  
 5781 NOTRE DAME STREET EAST      215 ST. JAMES STREET WEST      TO P.O. BOX 1350, PLACE D'ARMES  
 MONTREAL

July 22nd, 1946.

**LETTRE REÇUE**

JUIL 23 1946

**BUREAU DU  
 SOUS-MINISTRE  
 DU TRAVAIL**

Province of Quebec,  
 Department of Labour,  
 QUEBEC CITY, P.Q.

Attention - Mr. J. O'Connell Maher,  
Associate Deputy Minister.

Dear Sirs,

I wish to acknowledge yours of July 10th, in which you state you have received copy of a Collective Labour Agreement signed between the Montreal Locomotive Works Limited and The Association of Employees of the Montreal Locomotive Works Inc.

I note in the second paragraph of your letter that according to the Professional Syndicates Act, the contracting parties will have to forward to you a duly signed copy. I am, therefore, enclosing this signed copy, which I trust is what you require.

This would have received attention earlier, but I just returned from my vacation this morning.

Yours very truly,  
 MONTREAL LOCOMOTIVE WORKS, Limited,

*J. M. Lawrence*  
 Vice-President

BUREAU DU SOUS-MINISTRE	
Préparer référence à: morning.	
CONVENTIONS COLLECTIVES	
VISA DE	Date Par
WME/ABM	✓
Signatures	✓
Incorporation	30-4-45
Reconnaissance	25-9-45
Numerotage	262
Formule	14-4

SCHEDULE "B"

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

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May 30th, 1946.

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, exception of: foremen; patternmakers; employees belonging to the Brotherhood of Railway Trainmen; stationary enginemen, firemen and helpers in the steam power plant employed by the Company.

3) R E C O G N I T I O N:

The Company agrees to recognize the Association as sole bargaining agent for all its employees hired at an hourly rate except foremen; patternmakers; employees belonging to the Brotherhood of Railway Trainmen; stationary enginemen, firemen and helpers in the steam power plant employed by the Company.

4) C O - O P E R A T I O N:

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:

a) It is recognized by both parties that The Association has a heavy responsibility to its members and likewise the members of The Association have a heavy responsibility to The Association.

b) The Company agrees to furnish The Association with a list of employees hired or re-hired by The Company once every fifteen (15) days.

6) N E G O T I A T I O N S:

All difficulties which may arise shall be presented to the Management of The Company by the Negotiating Committee of The Association at the discretion of The Association for immediate consideration and settlement.

7) OFFICERS OF THE ASSOCIATION:

The Association shall furnish The Company with a list of members of the Negotiating Committee or the Executive of The Association, also the names of all shop stewards, once a year.

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. Whenever changes are made to this list, The Association will be notified within three (3) days.

9) W A G E S:

a) No hourly rated employee covered by this agreement shall be paid at an hourly rate of less than sixty (60¢) cents per hour, with the exception of boys who are engaged as rivet passers and tap passers. Such boys shall not be paid less than forty-five (45¢) cents per hour.

b) The Company agrees not to decrease the day rate of any employee below the day rate he was paid as of April 1st, 1946, excepting in the case of a man being transferred to a position of lower category. In that case he will be paid the rate corresponding to the prevailing rate in that category.

c) The Company agrees not to reduce any piece work rate on any job without first negotiating the said piece work price with The Association, and The Company also agrees to negotiate with The Association with regard to increasing any piece work prices considered inadequate by The Association.

d) This agreement does not prohibit the Company and The Association from entering into further negotiations regarding wages.

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 of The Association.

The Association shall have the privilege of posting notices on the boards in all departments, subject to the approval by The Company of said notices.

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 employees shall be paid a premium of five cents (\$0.05) per hour which shall be added to their total weekly earnings.

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 one (1) hour's pay.

13)

DISMISSALS, TRANSFERS AND LAY-OFFS:

No Executive member or shop steward of The Association (duly recognized as such) shall be dismissed, laid off or transferred before his case has been submitted to the Management of The Company for consideration.

In the event of a layoff, the foreman shall supply the shop steward in his own department with a list of the men to be laid off. If the shop steward is of the opinion that the foreman has shown any prejudice in selecting the men to be laid off, the steward shall bring the matter before the Executive of The Association. If the Executive arrives at the conclusion that an injustice is being done, the case shall be taken before the Management of The Company for adjustment. The employee or employees involved shall not be laid off until a final decision has been reached between the Management and the Executive of The Association.

In the event of a shut-down in the plant caused through unforeseen circumstances, the Management agrees to re-hire the Executive members and shop stewards of The Association in the first group to be re-hired in their respective trade or profession.

14)

P A Y P E R I O D:

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

15) NIGHT EMPLOYEES:

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.

The Company agrees to pay all night employees each Saturday between one (1) A.M. and quitting time, with the exception of the plant being closed. In the latter case, the pay will be the previous day.

16) VACATIONS WITH PAY:

a) Any employee who has six months' service but less than one year prior to May 1st in any year, shall receive a vacation of three (3) consecutive days for which he shall be paid twenty-two (22) hours pay at day rate, plus ten (10%) percent.

Any employee who has one year's service prior to May 1st in any year, shall receive one (1) week's vacation for which he shall be paid forty-four (44) hours pay at day rate, plus ten (10%) percent.

b) In the case of an employee with five (5) years' service or more, the employee shall receive two (2) weeks' vacation for which he shall be paid eighty-eight (88) hours pay at day rate, plus ten (10%) percent.

c) 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 thirty (30) days in advance of the said period.

d) ELIGIBILITY:

The Company agrees not to penalize any employee for his vacation due to time lost through reported sickness, or time lost with permission. All employees will be allowed six (6) working days a year lost time without excuse.

17) SAFETY AND HEALTH:

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.

18) RECOGNIZED HOLIDAYS:

New Year's Day, Good Friday, May 24th, June 24th, Dominion Day, Labour Day, Thanksgiving Day, Christmas Day and all Sundays shall be observed as holidays and any employee working on these days shall be paid double time.

19) INCREASE OF HOURLY RATES

All hourly rated employees covered by this agreement shall receive an increase of ten (10) cents per hour, effective June 7th, 1946.

20) RENEWAL AND TERMINATION:

This agreement shall become effective on the 6th day of June 1946, 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 thirty (30) days prior to the end of the first one year period.

21)

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 7th of June 1946.

FOR THE COMPANY

*J. H. Leonard*  
*J. M. Maddy*

FOR THE ASSOCIATION

*Charles Kent*  
*Paul W. Gault*