

S-893 MTL. LOCOMOTIVE WORKS -
(Emp. de bureau)

1948-49

COMMISSION DU SALAIRE MINIMUM

286, rue ST-JOSEPH
QUÉBEC

CORRESPONDANCE
ENTRE SERVICES

6 novembre 1948



M. Gérard Tremblay,
Sous-Ministre du Travail,
Ministère du travail,
Québec

Cher monsieur,

Nous accusons réception de votre lettre
du 3 courant, nous transmettant copie de la correspondance
échangée entre le Ministère du travail et la Montreal
Locomotive Works, Limited et nous en prenons bonne note.

Veuillez agréer, monsieur, l'expres-
sion de nos meilleurs sentiments.

Le secrétaire,

C. Bélanger/al



COMMISSION DE RELATIONS OUVRIERES DE LA PROVINCE DE QUEBEC.

LABOUR RELATIONS BOARD OF THE PROVINCE OF QUEBEC.

286, RUE ST-JOSEPH,
QUEBEC.7080, RUE HUTCHISON,
MONTREAL.

QUEBEC, le 5 novembre 1948.

Monsieur Gérard Tremblay,
Sous-ministre du Travail,
Hôtel du Gouvernement,
QUEBEC.



Monsieur le sous-ministre,

La présente est pour accuser réception de votre lettre du 3 courant accompagnée, à titre de renseignement, d'une double copie d'une correspondance échangée entre votre Ministère et la Montreal Locomotive Works Limited.

Veillez croire, monsieur le sous-ministre, à l'expression de mes meilleurs sentiments.

Le secrétaire,

P.E. Bernier, LL.L.,
/sp

448.49
S.893

Québec, le 3 novembre 1948.

Monsieur Paul Letellier,
Service légal,
Commission du salaire minimum,
286, rue St-Joseph,
Québec.

Cher monsieur,

Je vous transmets, sous pli, à titre de renseignement, copie d'une correspondance échangée entre notre Ministère et la Montreal Locomotive Works, Limited, au sujet d'une correction apportée à la convention collective de travail signée par la firme précitée et déposée à nos archives sous le numéro 893.

Sincèrement à vous,

Le sous-ministre du Travail,

Gérard Tremblay
MC. incl.

Québec, le 3 novembre 1948.

Monsieur P.-E. Bernier, secrétaire,
Commission de Relations ouvrières,
286, rue St-Joseph,
Québec.

Cher monsieur,

Je vous transmets, sous pli, à titre de renseignement, double copie d'une correspondance échangée entre notre Ministère et la Montreal Locomotive Works, Limited, au sujet d'une correction apportée à la convention collective de travail signée par la firme précitée et déposée à nos archives sous le numéro 893.

Sincèrement à vous,

Le sous-ministre du Travail,

Gérard Tremblay
MC. incl. 2

Québec, le 3 novembre 1948.

Monsieur J.-Emile Simard, secrétaire général,
Commission du salaire minimum,
286, rue St-Joseph,
Québec.

Cher monsieur,

Je vous transmets, sous pli, à titre de renseignements, copie d'une correspondance échangée entre notre Ministère et la Montreal Locomotive Works, Limited, au sujet d'une correction apportée à la convention collective de travail signée par la firme précitée et déposée à nos archives sous le numéro 893.

Sincèrement à vous,

Le sous-ministre du Travail,

Gérard Tremblay
MC. incl.

1 copy

Quebec, October 28th, 1948.

Mr. C.P. Madely, Works Manager,
Montreal Locomotive Works Limited,
P.O. Box 1350, Place d'Armes,
Montreal.

Dear Sir:-

We have on hand your letter dated October 20th, addressed to the Labour Relations Board, concerning a paragraph which was inadvertently omitted in Clause 11 of the Staff Agreement pertaining to the Agreement between the Montreal Locomotive Works Limited and Montreal Union of Locomotive Builders and Office Workers, Inc.; we are recording this document in our files.

Yours truly,

Deputy Minister of Labour

Gérard Tremblay
MC.

Quebec, October 26th, 1948.

Monsieur C. P. Madely, Works Manager,
Montreal Locomotive Works, Limited,
P.O. Box,
1350 Place d'Armes,
Montreal, P.Q.

RE: Montreal Locomotive Works, Limited
&
Montreal Union of Locomotive Builders
and office Workers, Inc.
Staff Agreement 1948.

Dear Sir:-

Section 23 of the Professional Syndicates Act, by virtue of which the above mentioned Union seems to be incorporated stipulates that any Collective Labour Agreement must be deposited by one of the signatory parties with the Minister of Labour.

The Section 19-A of the Labour Relations Act, mentions that such deposit shall dispense the parties from the transmission contemplated in Section 19 of that Law.

Therefore, we have sent to the Minister of Labour, the Collective Labour Agreement which you sent with your letter of October 22th, 1948, concerning the above noted matter.

Yours very truly,

MP.

Joint Secretary.

Montreal October 20th, 1948

REGISTERED

Labour Relations Board of the Province of Quebec,
296, St. Joseph Street,
QUEBEC, P.Q.

RE: Montreal Locomotive Works, Limited
&
Montreal Union of Locomotive Builders and
Office Workers, Inc.
Staff Agreement, 1948.

Dear Sirs,

Further to the agreement between the Montreal Locomotive Works, Limited and the Montreal Union of Locomotive Builders and Office Workers, Inc., which was submitted to you by the Montreal Union of Locomotive Builders and Office Workers, Inc., in August, 1948, we wish to draw to your attention that on Item 11 - Hours of Work, we inadvertently omitted the last paragraph of this item, concerning which we wrote our Assistant Comptroller, Mr. A. C. Lawson, on August 24th, which letter was approved by Mr. C. Kent, President, Montreal Union of Locomotive Builders and Office Workers, Inc.,. A copy of this letter is attached herewith for your records.

Yours very truly,

MONTREAL LOCOMOTIVE WORKS, LIMITED,

C.P. Madeley,
Works Manager.

MP.



Montreal Locomotive Works, Limited

ADDRESS ALL COMMUNICATIONS TO
P. O. BOX 1350, PLACE D'ARMES

MONTREAL

C O P Y

August 24th, 1948.



Mr. A. C. Lawson,
Assistant Comptroller.

It is noted that a paragraph was inadvertently omitted in Clause 11 of the Staff Agreement in final typing, which reads as follows:-

"Any employees, with the exception of janitors, who work on a night shift, shall receive a premium of eight dollars (\$8.00) per month over and above their prevailing salary".

Would you please make the necessary arrangements in order that salary payments can be made in accordance with this paragraph, when and if applicable.

W. Maddy

Works Manager

Approved: *Charles East*

MONTREAL UNION OF LOCOMOTIVE
BUILDERS AND OFFICE WORKERS INC.

C
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P
Y

QUEBEC, October 28th, 1948.

Mr. C.P. Madely, Works Manager,
Montreal Locomotive Works Limited,
P. O. Box 1350, Place d'Armes,
MONTREAL.

Dear Sir:-

We have on hand your letter dated October 20th, addressed to the Labour Relations Board, concerning a paragraph which was inadvertently omitted in Clause II of the Staff Agreement pertaining to the Agreement between the Montreal Locomotive Works Limited and Montreal Union of Locomotive Builders and Office Workers, Inc.; we are recording this document in our files.

Yours truly,

Deputy Minister of Labour

Gilles Tremblay
MG.

C
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P
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QUÉBEC, October 26th, 1948.

Mr. G. P. Madely, Works Manager,
Montreal Locomotive Works, Limited,
P. O. Box 1380, Place D'Armes,
MONTREAL.

RE: Montreal Locomotive Works Limited
&
Montreal Union of Locomotive Builders
and Office Workers, Inc.
Staff Agreement 1948.

Dear Sir:-

Section 23 of the Professional Syndicates Act, by virtue of which the above mentioned Union seems to be incorporated stipulates that any Collective Labour Agreement must be deposited by one of the signatory parties with the Minister of Labour.

The Section 19-A of the Labour Relations Act, mentions that such deposit shall dispense the parties from the transmission contemplated in Section 19 of that Law.

Therefore, we have sent to the Minister of Labour, the Collective Labour Agreement which you sent with your letter of October 22nd, 1948, concerning the above noted matter.

Yours very truly,

Joint Secretary.

MP.

C
O
P
Y

MONTREAL, October 28th, 1948.

REGISTERED

Labour Relations Board of the Province of Quebec,
236, St. Joseph Street,
QUEBEC, P.Q.

RE: Montreal Locomotive Works, Limited,
&
Montreal Union of Locomotive Builders and
Office Workers, Inc.
Staff Agreement, 1948.

Dear Sirs:-

Further to the agreement between the Montreal Locomotive Works, Limited and the Montreal Union of Locomotive Builders and Office Workers, Inc., which was submitted to you by the Montreal Union of Locomotive Builders and Office Workers, Inc., in August, 1948, we wish to draw to your attention that on Item II - Hours of work, we inadvertently omitted that last paragraph of this item, concerning which we wrote our assistant Comptroller, Mr. A.C. Lawson, on August 24th, which letter was approved by Mr. C. Kent, President, Montreal Union of Locomotive Builders and Office Workers, Inc., a copy of this letter is attached herewith for your records.

Yours very truly,

MONTREAL LOCOMOTIVE WORKS, LIMITED,

C.P. Madaley,
Works Manager.

MP.

C
O
P
Y

MONTREAL LOCOMOTIVE WORKS, LIMITED
P.O. Box 1360, Place d'Armes, MONTREAL

C O P Y

August 24th, 1948.

Mr. A. C. Lawson,
Assistant Comptroller.

It is noted that a paragraph was inadvertently omitted in Clause II of the Staff Agreement in final typing, which reads as follows:-

"Any employees, with the exception of janitors, who work on a night shift, shall receive a premium of eight dollars (\$8.00) per month over and above their prevailing salary".

Would you please make the necessary arrangements in order that salary payments can be made in accordance with this paragraph, when and if applicable.

C. P. Madely,
Works Manager.

Approved: CHARLES KENT

MONTREAL UNION OF LOCOMOTIVE
BUILDERS AND OFFICE WORKERS INC.



48.119
S. 893

MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

QUÉBEC, ce 24 septembre 1948.

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

Sujet: Convention collective entre Montreal Locomotive
Works, Limited, and Montreal Union of Locomotive Builders
and Office Workers, Inc. (employés permanents).

Monsieur,

Je vous inclus une copie de cette convention
conclue sous la Loi des Syndicats Professionnels, (S.R.Q., 1941, cha-
pitre 162 et amendements), datée du 30 juillet 1948 et déposée au
ministère du Travail sous le numéro 893.

Sincèrement à vous,

Le sous-ministre,

H-15

T-1174



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.

A

Québec le 27 septembre 1948

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

LETTRE REÇUE

SEP 29 1948

BUREAU
SOUS-MINISTRE
DU TRAVAIL

RE:- Montreal Locomotive Works, Limited
&
Montreal Union of Locomotive Builders and
Office Workers, Inc. (Employés Permanents).

Monsieur le sous-ministre,

J'accuse réception de votre lettre
du 25 septembre 1948, accompagnée pour dépôt
de deux copies certifiées d'une convention de travail,
en date du 30 juillet 1948, intervenue entre
les parties ci-dessus mentionnées et déposée au minis-
tère du Travail, le 31 juillet 1948
sous le numéro 893.

MP.

Bien à vous,

P. E. Bernier

Le secrétaire,

P. E. Bernier, LL.L



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

QUÉBEC, ce 25 septembre 1948.

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

Sujet: Convention collective entre Montreal Locomotive Works,
Limited, and Montreal Union of Locomotive Builders and Office
Workers, Inc. (employés permanents).

Monsieur,

Conformément aux prescriptions du deuxième para-
graphe de l'article 19-A de la Loi des Relations ouvrières (S.R.Q.
chapitre 162-A et amendements), je vous inclus, pour dénot,
deux copies certifiées de cette convention datée du 30 juil-
let 1948 et déposée au ministère du Travail le 31 juil-
let 1948 en exécution de la Loi des Syndicats profession-
nels (S.R.Q., 1941, chapitre 162 et amendements), sous le nu-
méro 893.

Sincèrement à vous,

Le sous-ministre,

H-14



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 2 août 1948.

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

Sujet: Convention collective entre Montreal Locomotive Works, Limited, and Montreal Union of Locomotive Builders and Office Workers, Inc. (employés permanent)

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 31 juillet 1948 sous le numéro 893.

Sincèrement à vous,

Le sous-ministre

NC. incl.



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, August 2nd, 1948.

Mr. A.C. Lawson,
Montreal Locomotive Works, Limited,
Leugue Pointe,
Que.

Dear Sir:-

Enclosed please find a certificate of the deposit made with the Department of Labour on July 31st, 1948 under Number 893 of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between Montreal Locomotive Works, Limited, and Montreal Union of Locomotive Builders and Office Workers, Inc. (permanent employees).

The labour association party to the above mentioned agreement having been certified on March 12th, 1947 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,

Deputy Minister.

Gérard Tremblay.
MC. ENCL.

T-1170

H-2a



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 2 août 1948.

Monsieur A. Cartier,
Montreal Union of Locomotive Builders and
Office Workers, Inc.,
Longue Pointe, Qué.

Monsieur,

Je vous inclus un certificat constatant le dépôt fait au ministère du Travail, le 31 juillet 1948 sous le numéro 893, de la convention collective conclue sous la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements) intervenue entre Montreal Locomotive Works, Limited, and Montreal Union of Locomotive Builders and Office Workers, Inc., (employés permanents).

La partie ouvrière ayant été reconnue le 12 mars 1947 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).

Veillez agréer l'expression de mes meilleurs sentiments.

Le Sous-Ministre

Gérard Tremblay
MC. incl.



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 **893**
Number

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

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

huit
nineteen hundred and forty-

le ministère du Travail a reçu de
the Department of Labour has received from

Montreal Locomotive Works, Limited and Montreal Union of Locomotive Builders and Office Workers, Inc., Longue Pointe, Que.,

la convention mentionnée ci-après, laquelle a été déposée sous le numéro **893**
the hereinafter mentioned agreement, which has been deposited under Number

savoir:
to wit:

Une convention collective en date du **30 juillet 1948**
A collective agreement under date of

intervenue entre:
between:

Montreal Locomotive Works, Limited, and Montreal Union of Locomotive Builders and Office Workers, Inc. (employés permanents). En force pour un an à compter du 16 juin 1948. Renouvellement automatique conditionnel d'un an.

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

Sceau - Seal

ceuxième
this

jour du mois de
day of the month of

soit

huit
nineteen hundred and forty-

MC.

.....
Sous-ministre

.....
Deputy Minister



AGREEMENT BETWEEN
MONTREAL LOCOMOTIVE WORKS, LIMITED
AND
MONTREAL UNION OF LOCOMOTIVE BUILDERS AND
OFFICE WORKERS, INC.

1948-1949

(employés permanents) m.c.

L. C. Union
Ass of the
60000

CONVENTIONS COLLECTIVES		
VISA DE	Date	Par
Estampille	✓	ME
Signatures	✓	P.G.
Incorporation	30-4-45	
Reconnaissance	12-3-47	
Numérotage	893	
Formule		

Signée: 30 juillet 1948

Agreement between

Montreal Locomotive Works, Limited and the Montreal
Union of Locomotive Builders and Office Workers, Inc.

1) Parties to this agreement shall be Montreal Locomotive Works, Limited, Longue Pointe, Montreal, hereinafter referred to as "The Company", and Montreal Union of Locomotive Builders and Office Workers, Inc., Longue Pointe, Montreal, hereinafter referred to as "The Union".

2) JURISDICTION

This agreement applies to salaried employees in the following occupations:

Clerks except as subsequently referred to.
First Aid Attendants
Office Maintenance Employees
Tabulating Operators
Key Punch Operators
Timekeepers
Shippers
Material Tracers
Piece-Work Checkers
Time Observers
Safety Inspectors

The following clerical occupations are not covered by this agreement:

~~Engine~~ *H.L. Ab.*
Planning & Scheduling Department Clerks
Operation Clerks
Chief Clerks
Confidential Clerks
Clerks in Piece-Work Department
Employment Clerks
Personnel Clerks
Clerks in the Sales Department
Clerks in the Drafting & Engineering Department
Draftsmen
Stenographers
Secretaries
Typists
Office Boys
Comptometer Operators
Employees in a supervisory capacity
Clerks in the Office of the Works Manager
Clerks in the Office of the Assistant Comptroller
Clerks in the Office of the Assistant Secretary-Treasurer
Clerks in the Office of the Vice-Presidents.

3) RECOGNITION

"The Company" hereby recognizes that "The Union" has been duly certified under the "Labour Relations Act" (R.S.Q.1941, chapter 162A), as sole bargaining agent for all salaried: clerks, first aid attendants, office maintenance employees, tabulating operators, key punch operators, timekeepers, shippers, material tracers, piece-work checkers, time observers, safety inspectors; Except operation clerks, chief clerks, confidential clerks, clerks in the Works Manager's Office, clerks in the Office of the Vice-Presidents, Assistant Comptroller or Assistant Secretary-Treasurer, 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 workmanship in "The Company's" offices.

5) THE UNION SECURITY

A) "The Company" agrees to furnish "The Union" with a list of the employees to which this agreement applies per Section 3 as at the date of the agreement showing occupation, department and salary, and also the employees hired or rehired in the occupations recognized, once every fifteen days.

B) Employees recalled to work after an indefinite layoff shall be recalled in the reverse order in which they were laid off, providing they are qualified to do the work available. At least 24 hours before an employee is required to report for work following an indefinite lay-off, "The Company" shall send the employee a recall notice or card by registered mail addressed to him at his last address appearing on "The Company's" employment records, and shall mail or deliver a duplicate copy to "The Union". An employee failing to report for work within seven days, if unemployed, or within fourteen days, if employed, after the date for which he is recalled to work, shall forfeit his rights to be re-hired in accordance with the provisions of this Section 5 under this agreement.

6) NEGOTIATIONS

Any difficulties between "The Company" and "The Union" 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 Union", at the discretion of "The Union", 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 UNION

"The Union" shall furnish "The Company" with a list of names of the members of the Negotiating Committee and of the Executive Committee and also the names of all Office Delegates 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 Supervisors

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

9) WAGES

A) All employees shall be paid according to the monthly salary scale, Schedule "A", which is attached to, and is part, of this agreement. The classification of employees shall be done by "The Company", based on the skill, responsibility, initiative, technical knowledge and education necessary for the proper performance of the work required, along with any other requisites and also after recognizing the nature of the work and the direction and supervision required.

9) WAGES - continued

B) "The Company" agrees not to decrease the salary of any employee, excepting in the case of an employee being transferred to a position of a lower category or classification. In that case, the employee will be paid the prevailing salary in that category or classification and "The Union" shall be notified in writing of the change in salary.

C) All salaried employees covered by this agreement shall receive an increase of \$15.00 per month, unless such increase would result in a salary in excess of the applicable maximum shown on the salary scale, schedule "A", in which case, the increase, if any, will be such amount as to bring the particular employee's salary to the maximum for his particular occupation and classification.

10) MANAGEMENT

All the prerogatives of Management, including, but not limited to, the Management of the Plant and the direction of the working forces, the right to hire, promote, demote, suspend, discharge or transfer for proper cause and the right to relieve employees from duty because of lack of work or for other legitimate reasons, and the right to determine the parts to be manufactured, the location of plants, the schedules of material production, the methods, processes and means of manufacturing, the sources of parts, materials and supplies, the disposition of products, the standards of inspection, is vested exclusively in "The Company". "The Company" and the Management will not, however, use the provisions of this Section for the purpose of discrimination against any members of "The Union".

11) HOURS OF WORK

The regular hours of work shall be 39½ hours per week, as follows:

Monday to Friday 8.30 a.m. to 4.45 p.m.
Saturday 8.30 a.m. to 11.45 a.m.

excepting Shop Accounting Clerks, whose regular hours of work shall be 41 hours per week as follows:

Monday to Friday 8.00 a.m. to 4.30 p.m.
Saturday 8.00 a.m. to 11.30 a.m.

It is recognized that first-aid attendants will be required to work the regular shop hours.

All salaried employees shall be allowed one (1) hour for lunch.

It is recognized that notwithstanding the above specified hours of work, certain employees, due to the nature of their duties, may be required to work a regular work week of 44 hours per week, in which circumstances, such cases shall be mutually agreed by "The Company" and "The Union".

All employees working in excess of their regular working hours on any regular working day, shall be paid for such excess on a pro-rata hourly basis, determined in accordance with their monthly salary, at straight time rate.

12) DISMISSALS, TRANSFERS AND LAY-OFFS

- A) No member of the Executive Committee, or office delegate (not to exceed 4 in number) of "The Union" shall be dismissed, laid off or transferred until his case has been settled between "The Union" and "The Company".
- B) In the event of a lay-off, "The Company" shall supply the Executive Committee of "The Union" with a list of men to be laid off, two weeks in advance of the date of lay-off. If "The Union" 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 in staff in the plant or offices, all "office delegates" of "The Union" shall have top seniority in their respective occupations and capacities in their department, ability providing.
- D) All members of the Executive Committee of "The Union" shall have top seniority in their respective occupation and capacities, throughout the plant and offices, ability providing.
- E) In the event of a shut-down in the plant or offices, caused through any circumstances, "The Company" agrees to re-hire first: the members of the Executive Committee of "The Union" and second: the office delegates of "The Union" in the first group to be re-hired in their respective occupation and capacities, ability providing.

13) PAY PERIOD

All employees hired on a monthly salary basis shall be paid the proportionate salary on every second Friday. Overtime pay will be paid on every regular pay-day.

14) VACATION WITH PAY

- A) Any employee who has less than one year's service prior to May 1st in any year, shall receive a vacation with pay of one day per month worked.
- B) Any employee who has more than one year's service prior to May 1st in any year, shall receive two weeks' vacation with pay.
- C) The vacation period shall be granted between June 1st and August 31st, and "The Company" shall notify the employees of the exact date of their vacation period, sixty (60) days in advance of such specified vacation period.
- D) In the case of an employee being laid off before vacation period, 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 previous clauses of this article for vacation with pay in respect of service prior to the last preceding May 1st.

15) NOTICES

Unless otherwise required by law, no notice altering the working conditions in the Plant or Offices, 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 Union".

"The Union" 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.

16) 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.

17) UNION ACTIVITIES

Members of the Executive Committee of "The Union" and Office Delegates shall be afforded time off as may be required, with pay at their regular day rate, for the purpose of -

- (a) Attending a meeting of Union representatives on the first Tuesday of each month, which shall occupy not more than one and one-half hour; notice of such meetings to be submitted to the supervisors twenty-four hours in advance of such meetings,

and

- (b) performing their necessary and proper duties as Union representatives which are reasonably required to be performed on "The Company's" time in administering this agreement, but members of the Executive Committee and Office Delegates shall not leave their posts without first reporting to their supervisors, and in the event such absence would handicap production in the office, mutually satisfactory arrangements shall be arrived at by the supervisors and the President of "The Union".

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 with pay and any employee working on these days shall be paid overtime. In the event of one of the above-mentioned holidays falling on a Sunday, it shall be considered as falling on Monday and overtime will be computed accordingly.

19) GRIEVANCE PROCEDURE

The employee will take the grievance before the respective "Office Delegate". The "Office Delegate" with the employee, will take the grievance before the respective departmental supervisor for settlement: if no settlement can be made with the departmental supervisor, the "Office Delegate" will take the grievance before the Executive Committee of "The Union". The Executive Committee will take the grievance before the respective departmental supervisor for settlement: if no settlement can be made with the departmental supervisor, the grievance will be taken before the Works Manager for settlement.

20) ARBITRATION

In the event that no agreement is reached through the procedure set forth in paragraph number 17 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).

21) RENEWAL AND TERMINATION

This agreement shall become effective on the 16th day of June, 1948, and shall remain in full force for one year and 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.

22) 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 Union" 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 30th day of July, 1948

For "The Company"

W. W. W. W.

A. B. Lawson

Witness:

H. P. Townsend.

(For "The Union":

A. B. Carter

Charles Kent

Witness:

Clément Duro

SCHEDULE "A"

MONTREAL LOCOMOTIVE WORKS, LIMITED

SALARIED CLERKS, ETC.

OCCUPATIONAL CLASSIFICATIONS AND MONTHLY SALARY RATES

	<u>SALARY RANGE</u>
<u>Accounting Clerk</u>	
Class "A"	\$215. - \$250.
" "B"	160. - 205.
" "C"	100. - 150.
<u>Cost Clerk</u>	
Class "A"	\$225. - \$275.
" "B"	165. - 215.
" "C"	105. - 155.
<u>Invoice Clerk</u>	
Class "A"	\$180. - \$215.
" "B"	140. - 170.
" "C"	90. - 130.
<u>Stock Record Clerk</u>	
Class "A"	\$160. - \$190.
" "B"	120. - 150.
" "C"	80. - 110.
<u>Payroll Clerk</u>	
Class "A"	\$200. - \$230.
" "B"	150. - 190.
" "C"	100. - 140.
<u>Piece Work, Posting & Checking Clerk</u>	
Class "A"	\$140. - \$190.
" "B"	120. - 150.
" "C"	80. - 110.
<u>Posting Clerk</u>	
Class "A"	\$170. - \$200.
" "B"	120. - 160.
<u>Bookkeeping Machine Operator</u>	
Class "A"	\$150. - \$175.
" "B"	110. - 145.
<u>Payroll Machine Operator</u>	
Class "A"	\$150. - \$175.
" "B"	110. - 145.

SCHEDULE "A"MONTREAL LOCOMOTIVE WORKS, LIMITEDSALARIED CLERKS, ETC.OCCUPATIONAL CLASSIFICATIONS AND MONTHLY SALARY RATES

	<u>SALARY RANGE</u>
<u>Shop Accounting Clerk</u>	
Class "A"	\$190. - \$210.
" "B"	140. - 180.
" "C"	90. - 130.
<u>Shipping Clerk</u>	
Class "A"	\$190. - \$230.
" "B"	150. - 180.
<u>Material Expeditors</u>	
Class "A"	\$235. - \$275.
" "B"	165. - 225.
<u>Material Record Clerk</u>	
Class "A"	\$185. - \$225.
" "B"	140. - 175.
" "C"	90. - 130.
<u>Traffic Clerk</u>	
Class "A"	\$210. - \$250.
" "B"	160. - 200.
<u>File Clerk</u>	
Class "A"	\$120. - \$140.
" "B"	80. - 110. 120. <i>A.L. C.B.</i>
<u>Technical Clerk</u>	
Class "A"	\$210. - \$255.
" "B"	160. - 200.
<u>Hospital Attendant</u>	
	\$170. - \$200.
<u>Janitors</u>	
	\$140. - \$180.