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Agreement between  
MONTREAL LOCOMOTIVE WORKS, LIMITED

and

UNITED STEELWORKERS OF AMERICA, C.I.O., LOCAL 4589  
(Hourly Rated Employees)

PART 1 - BASIC AGREEMENT

1. Parties to this agreement shall be MONTREAL LOCOMOTIVE WORKS, LIMITED, Longue Pointe, Montreal, hereinafter referred to as "The Company" and the UNITED STEELWORKERS OF AMERICA, C.I.O., LOCAL 4589, Longue Pointe, Montreal, hereinafter referred to as "The Union".

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 and guards, employed by the Company.

3. RECOGNITION

(a) 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 its employees hired at an hourly rate, except foremen, patternmakers, stationary enginemen, firemen and helpers in the steam power plant, and guards, employed by the Company.

(b) The Company will, during the term of this agreement, honor an authorization by an employee for the deduction and remittance of his regular monthly dues in accordance with the Constitution, By-Laws and Regulations of the Union. Such an authorization shall only be revocable by notice to the Company within thirty (30) days prior to the expiry date of the Agreement. Authorizations and revocations shall be signed in duplicate by the employee concerned and properly witnessed.

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The Company shall remit dues collected to the Treasurer, Local 4589, United Steelworkers of America, on or before the fifteenth of each month. It shall name the employees from whose pay dues were deducted and it shall name the employees who have revoked their authorization since the last remittance was made.

(c) Under the present Employees' Savings Credit Plan set up by Trustees appointed by the employees of the Company to administer such Savings Plan, the Company will honor authorizations from an employee for the deduction from such employee's weekly earnings of an amount of two dollars (\$2.00) per week, such amounts so deducted to be remitted monthly to the present Trust Company designated under such Savings Plan or to a recognized successor Trust Company carrying on business in the City of Montreal.

The Company and the Union agree that they will not at any time coerce or intimidate any employee to induce him either to accept or to refuse to accept Union dues or Employees' Savings Credit Plan deductions. They agree further that they will not coerce or intimidate or discriminate against any employee because he accepts, cancels, or refuses to accept or cancel his Union Dues or Employees' Savings Credit Plan Deduction Authorization.

It is understood and agreed that the Union will indemnify the Company and save it harmless from any and all claims which may be made to it by any employee or employees for amounts deducted from wages as herein provided.

#### 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. 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 schedule 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.

6. OFFICERS OF THE UNION

(a) The Union shall furnish the Company with a list of names of members of the Grievance Committee and the Union Executive Committee, also the names of all Shop Stewards, within ten days after this agreement comes into force. Whenever any change is made in such list the Company will be notified in writing within three days of such change. It is recognized by the Union that the number of Shop Stewards shall be kept in reasonable proportion to the number of men employed by the Company and covered by this agreement, with the total number of Stewards approximating 2% of the employees covered by this Agreement in each and every department. The Company will recognize the elected officers of the Executive Committee, part of whom may be members of the Negotiating Committee. The members of such Committee shall have had at least two years' service with the Company.

(b) The Grievance Committee, consisting of three members, shall be authorized to deal for all grievances arising from the policing of the agreement. Any unsettled grievances which may be taken to Management, shall be handled by the Executive Committee.

7. GRIEVANCE PROCEDURE

Any disputes arising out of this Agreement, or any just grievance or misunderstanding which any employee covered by this agreement may desire to discuss

or adjust with the Company, shall, notwithstanding the provisions of Article 5, be handled as follows:

(a) The Steward, with the employee, must take the grievances before the departmental foreman for settlement. If no settlement can be made with the departmental foreman within twenty-four (24) hours, the Steward will refer the grievance to the Grievance Committee.

(b) The Grievance Committee may take the grievance to the Plant Superintendent, who shall have forty-eight (48) hours in which to render his decision.

(c) If a settlement is still not reached, the Grievance may be referred to the Union Executive Committee and thereafter may be presented to Management, at which time an international representative of the United Steelworkers of America and not more than five members of the Executive Committee may be present. Company decision will be released five (5) working days after the meeting with the Executive Committee. By mutual agreement this time can be extended beyond this limitation.

(d) All settlements arrived at shall be final and binding on the Company, the Union, and the employee or group of employees concerned.

(e) It is agreed that no adjustment shall be made on any grievance unless the grievance has been presented to Management within thirty (30) days after its occurrence. However, agreed upon adjustments, when necessary, will be effective at the time the grievance is presented to the Foreman.

#### 8. ARBITRATION

In the event that no agreement in the settlement of grievances is reached through the procedure set forth in Section 7 hereof, 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).

9. NAMES OF FOREMEN

A list of all names of foremen, assistant foremen and others authorized to give orders or to act in a supervisory capacity will be given to the Union. Whenever any changes are made in any such list the Union will be notified in writing within three (3) days of any such change.

10. WAGES

(a) For the period from October 26th, 1954 to December 31st, 1954 inclusive, all hourly rated, employees covered by this agreement shall be paid a retroactive adjustment of five cents (5¢) per hour for each hour worked during said period.

(b) From and after January 1st, 1955, all hourly rated employees covered by this agreement shall be paid according to the base rates reflected in Wage Scale, "Schedule A", which is attached to and is part of this agreement.

(c) The classification of employees between various classes, where there is more than one class for an occupation shown on the wage scale (Schedule A), shall be done by the Company, based on the skill, responsibility, initiative, technical knowledge and experience 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. 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 Union shall be notified in writing of the rate change.

11. HOURS OF WORK

(a) Regular hours of work shall be eight (8) hours per shift or forty (40) hours per week, Monday through Friday, as follows, except in the case of the Heat Treat Department:

First shift:	7.30 A.M. to 12.00 Noon
	12.30 P.M. to 4.00 P.M.
Second shift:	4.15 P.M. to 7.45 P.M.
	7.45 P.M. to 8.00 P.M. (paid lunch period)
	8.00 P.M. to 12.15 A.M.

(b) Regular hours of work for the Heat Treat Department shall be eight (8) hours per shift or forty (40) hours per week, Monday through Friday, as follows:

First shift: 8.00 A.M. to 4.00 P.M.  
Second shift: 4.00 P.M. to 12.00 Midnight  
Third shift: 12.01 A.M. to 8.00 A.M.

(c) For the purposes of this agreement, the first shift shall be considered a day shift and the second and third shifts shall be considered night shifts.

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. Time and one-half will be paid for the first four (4) hours of any work which may be required on Saturdays.

All night shift employees covered by this agreement shall be paid time and one-half after eight (8) hours have been worked in any one night shift.

(d) All night shift employees working on regular night shifts shall be paid a premium of ten cents (10¢) per hour which shall be added to their total weekly earnings.

On the institution of shifts by the Company not conforming to the regular hours of work herein provided in this Section 11, the hours of work and application of night shift premium, if any, shall be mutually agreed upon by the Company and the Union.

(e) Any hours in excess of three (3) hours of overtime worked on an employee's scheduled shift shall be paid for at the rate of double time. Saturday work in excess of four (4) hours on that day shall be paid for at the rate of double time.

(f) In determining overtime pay, the "excess allowance" shall be computed in half-hours, fractions of a half-hour in excess of fifteen (15) minutes being treated as a full half-hour, fractions of an hour in excess of forty-five (45) minutes being treated as a full hour.

(g) Any employee who has worked his scheduled shift and is called back to work after leaving the plant shall receive a minimum of three (3) hours pay at time and one-half.

(h) No night shift employee shall be sent home by the Company due to lack of work, breakdowns, etc., at any time during the regular working period of the night shift on a pay night without first receiving his pay.

#### 12. ARRIVAL AT WORK

Any employee covered by this agreement who is called to work and then sent home by the Company due to lack of work, shall be credited with three (3) hours pay, provided, however, that such lack of work is not due to causes beyond the control of the Company, including strikes, explosion, fire, flood, lightning, acts of God.

#### 13. SENIORITY

1. The Company agrees to furnish the Union with a list of the employees hired or rehired by the Company, once every fifteen days.

2. Seniority rights of employees shall be departmental for seniority purposes.

3. An employee shall be considered a temporary employee for the first forty-five (45) calendar days of his employment and he shall have no seniority rights during the said period, but after forty-five (45) calendar days the employee shall be considered as a regular employee and his seniority shall date back to the date at which he was hired.

4. For seniority purposes, the departments and/or shops of the Plant are as follows: Hammer, Smith, Boiler and Oil Ref., Carpenter, Machine, Paint, Diesel, Stores, Yard, Maintenance and any other Shops which may be put into force during the life of this agreement.

5. Seniority and recall records shall be maintained by the Company and be available to the Union upon request.

6. The seniority an employee has with the Company shall be calculated on the following basis:

- (a) If an employee has voluntarily quit or been discharged for cause and is subsequently rehired, service will date from rehire.
- (b) Periods of lay-off or leave of absence whose duration exceed six months, shall be deducted in determining length of service.
- (c) Service while "on loan" to Arsenal recognized.
- (d) Service with Alco recognized.
- (e) Service in armed forces recognized.
- (f) Service with Arsenal recognized.
- (g) Canadian Steel Tire and Wheel Company service recognized.
- (h) If an employee goes on strike, participates in a slow-down or work stoppage without first exhausting the procedures for settlement of disputes as set forth in Article 7 of the present agreement, he will suffer loss of seniority.
- (i) If an employee fails to report within seven (7) days after the termination of a leave of absence, or after being notified to report to work following a lay-off, he will suffer loss of seniority, subject, however, to the provisions of Paragraph (f). Section 14.
- (j) If, after a lay-off, an employee is not recalled to work within a period of twenty-four (24) months after such lay-off, he will suffer loss of seniority.

The Union may make and the Company agrees to discuss with the Union any representations to the Company respecting work for disabled or incapacitated employees but this clause shall not be interpreted so as to make such matters subject to the grievance procedure.

14. DISMISSAL, LAYOFF AND RECALL

(a) No member of the Executive Committee or Shop Steward of the Union shall be dismissed, laid off, or transferred, until his case has been discussed between the Union and the Company.

(b) In the event of a layoff, the Company shall supply the President of the Union with a list of men to be laid off which shall list the men in accordance with departmental seniority. 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 layoff.

(c) In the event of a reduction of staff in the Plant, all Shop Stewards of the Union shall have top seniority in their respective trade in their department, ability providing. All members of the Executive Committee and the Chairmen of the Grievance Committee of the Union 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 rehire: first, the members of the Executive Committee and the Chairman of the Grievance Committee of the Union, and second, the Shop Stewards of the Union, in the first group to be rehired in their respective trade, ability providing.

(e) Any employee to be laid off shall receive five (5) working days' notice before the lay-off of the employee is due to take effect. The Union will also be notified at the same time. Any paid holiday occurring during any such notice period shall be considered as a working day.

(f) When rehired, any employee must report for work within three (3) working days after being notified to do so, failing which, except for just cause, such employee shall lose his rights to the vacancy open. He shall nevertheless retain his seniority until all employees with seniority who perform the same operation for which he was recalled have been rehired.

(g) Notice of rehire may be given by letter addressed to the last known address of the employee and three (3) working days shall run from the close of day upon which the said notice has been mailed by the Company.

(h) If, after any layoff, the employees of the Company who have been so laid off are rehired by the Company, they shall be rehired on written notice, a copy of which shall be sent to the Secretary of the Local Union, on the basis of seniority, except in cases where any junior employee is, in the opinion of the foreman, of superior ability and efficiency, in which case the Company may rehire such junior employee. In making such a decision in favor of rehiring such junior employee, the foreman must base his decision on grounds of reason and equity. In the event of any departure from the seniority principle above enunciated, the senior employee in whose place a more junior employee has been rehired, shall have the right to lodge a complaint under the provisions of Article 7 hereof.

(i) In the event of an increase in the number of employees in any operation, the Company shall be entitled to transfer any employee to such operation provided that he has as much length of service as any former employee entitled to be recalled to such operation.

(j) In the event that it is necessary to rehire employees in any operation, the following order of rehiring shall be adopted:

1. Former employees engaged in such operation in their respective departments on the basis of length of service.
2. Other employees previously experienced in the same or similar operation based on length of service, ability providing.

15. TRANSFERS AND PROMOTIONS

(a) When an employee is transferred from one division or shop to another for any reason, there shall be no loss of length of service, nor shall he lose his seniority standing in the previous division or shop, nor shall the employee's accumulated seniority in his former division or shop be placed to his standing until one year has elapsed in his new division or shop.

(b) An employee with seniority, who believes he is qualified for more desirable work in his own shop, must first discuss the matter with his own foreman and he shall have the right, in his own department, to receive promotion whenever a vacancy occurs in that department, provided that if, after a reasonable lapse of time (not exceeding thirty (30) working days), an employee so promoted fails to perform satisfactorily the duties of the position to which he has been promoted, the Company may remove him from such position and return him to his former on an equivalent position.

(c) An employee called upon to perform higher rated operations than his own must be paid according to the rate established for those operations.

16. PAY PERIOD

(a) 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.

(b) The Company agrees to pay all second 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 night at the same hour.

17. VACATIONS WITH PAY

(a) Employees attaining at least twelve (12) months' service prior to May 1st in any year shall be entitled to one (1) week's vacation with pay at two percent (2%) of the wages earned during the period of service entitling the employee to his vacation (May 1st - April 30th).

(b) Employees attaining at least four (4) years' service prior to May 1st in any year shall receive two (2) weeks' vacation with pay at four percent (4%) of the wages earned during the last year (May 1st - April 30th) of the period of service entitling the employee to his vacation.

(c) Employees attaining at least fifteen (15) years' service prior to May 1st in any year shall receive three (3) weeks' vacation with pay at six percent (5%) of the wages earned during the last year (May 1st - April 30th) of the period of service entitling the employee to his vacation.

(d) 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 not later than May 1st.

18. RECOGNIZED HOLIDAYS

(a) New Year's Day, Good Friday, May 24th, June 24th, Dominion Day, Labor Day, Thanksgiving Day and Christmas Day shall be observed as holidays and any employees working on such holidays shall be paid double time. All Sundays shall be observed as holidays from 12 o'clock midnight on Saturday until 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 Sunday, it shall be considered as falling on Monday and overtime shall be computed accordingly.

(b) New Year's Day, Good Friday, May 24th, June 24th, Dominion Day, Labor Day, Thanksgiving Day and Christmas Day shall be observed as holidays with pay at the employee's hourly base rate per "Schedule A", providing that the employee has worked the required number of hours on the working day preceding and the working day following any such day.

Any employee who works on any one of these eight holidays with pay shall be paid double time and have a day off with pay in the following week.

If the holiday falls on Saturday, eligible employees shall receive holiday pay, provided they have worked the last preceding scheduled work day within the work week in which the holiday falls, and the next succeeding work day in the following work week.

(c) Any employee working on one of the days mentioned in sub-section (a) or (b) of this section shall be entitled to one-half (1/2) hour for lunch, for which he shall be paid provided he has completed four (4) hours of work on that day.

19. POSTING OF UNION NOTICES

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 such notices shall be subject to Management approval. Notices by Management effecting the working conditions or welfare of employees will be submitted to the Executive of the Union before posting. All notices must be posted by both parties bilingually.

20. 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.

21. FAMILY BEREAVEMENT

In the event of death in the immediate family of an employee currently employed, the Company will grant to such employee one (1) day's leave with pay at base rate. "Immediate family" as used herein shall mean employee's father, mother, wife, son or daughter.

22. INSURANCE

As of and from January 1st, 1955, the Company will arrange life insurance and sickness, accident and hospitalization coverages for each individual employee, as appear in the schedule immediately following this paragraph, without cost to the employee. Coincidental to this coverage the Company will also arrange through the medium of payroll deductions to purchase hospitalization coverages for his wife and minor dependents, as also appear in this schedule.

INSURANCE SCHEDULE

Employee Coverage

Life Insurance	\$1,250.00	)	
Weekly accident and sickness benefits, period of 13 weeks (Starts first day of accident and 8th day of sickness.)	\$ 28.00	)	Entire cost to be borne by Company
Daily Hospital benefits, period of 31 days	\$ 9.00	)	
Hospital expenses, maximum	\$ 100.00	)	
Surgical operation, maximum	\$ 150.00	)	
		)	

(Maternity benefits are provided in  
the above coverages.)

Dependents' Coverage

(Wife, Children or Both)

Daily Hospital benefits, period of 31 days	\$ 6.00	)	The employee will continue to pay through payroll deduction the same amount as heretofore.
Hospital expenses, maximum	\$ 100.00	)	
Surgical operation, maximum	\$ 150.00	)	

(Maternity benefits are provided in  
the above coverages.)

PART II - PRODUCTION INCENTIVE SYSTEM

I. IT IS HEREBY AGREED AS FOLLOWS:

1. That from and after January 1st, 1955, the present production incentive system, principles and procedures hereinafter referred to shall be incorporated, embodied and merged into the within contractual obligation between the parties and shall remain in force and effect during its term.

The incentive system, as covered by this Part II, shall embrace only hourly rated employees.

II. Agreed-to direct labor costs for diesel locomotives will control and be inculcate throughout the life of the contract except as provided in Paragraph IV of this Part II.

It is agreed that the controlling competitive direct labor costs for the Company's diesel locomotives are as follows:

PRODUCTS	)	
	)	
660 hp Standard Switcher	)	
1000 hp Standard Switcher	)	TOTAL DIRECT LABOR COSTS
1900 hp Road Switcher	)	
1600 hp Road Switcher	)	(Note: Figures not shown)
1600 hp "A" Unit	)	
1600 hp "B" Unit	)	

The actual figures, which are held confidential, are specifically covered by a letter from the Company to the President of Local 4589, United Steelworkers of America, C.I.O., of even date which by this reference is made a part of the within agreement. Only respective total labor figures are shown. These figures have been broken down for each department in the Plant and adjusted by the percentage necessary to meet the competitive figures reflected above. These adjusted figures will control in the respective departments for all operations and components. The over-all total competitive labor costs per type of locomotive as shown above shall in no event be exceeded.

III. It is agreed that the now instituted account allowances shall control and be inviolate throughout the term of this agreement. However, notwithstanding this limitation and in the event of unusual situations - such as a change in plant facilities, operating conditions - such allowances may nevertheless be subject to negotiation by the Union-Management Committee.

IV. All controlling labor prices, as established will not be changed during the term of this agreement except where less work results from alterations in design of parts, assemblies or sub-assemblies, or deletions thereof, or installation of new equipment, tools or fixtures or changes in manufacturing procedures. In such cases, new prices will be established in accordance with new price procedure, Section VIII hereof.

V. (a) Day work and piecework employees affiliated with production shops, and those who afterward may become affiliated, will be paid only from the pool earnings, consisting of piecework labor and allowances, for their respective shops.

(b) Day work employees of the Service and so-called Day Work Departments not affiliated with production shops shall receive incentive payment based upon the weighted current experience under the incentive plan, computed on the basis of the previous week Production Shops' earning percentage.

(c) Effective as of January 1st, 1955, all day workers' incentive earnings will be governed by the median of percentage earned by pieceworkers, as reflected in the following schedule:

<u>When pieceworkers are paid the following percentage over base rate -</u>	<u>Day workers will receive the following percentage over base rate -</u>
9%	3%
12%	4%
15%	5%
18%	6%
21%	7%
24%	8%
27%	9%
30%	10%

and continuing at the rate of one percent (1%) for day workers for each three percent (3%) of pieceworkers.

VI. Workers in the production shops are provided incentives. They share the total labor payments in their shop according to their base rates and hours worked. Any increase in production per man-hour, thereby producing more units and adding more money to the total group earnings, adds to the pay of the workers. There is no ceiling on earning opportunity for productive effort, but piecework prices have been established on the basis that a pieceworker or gang incentive group will be able to earn by normal applied effort, under normal conditions, a yield of fifteen percent (15%) over evaluated base rate; also, the fixed allowances for controllable accounts offer an incentive to operate under a fixed amount of money and encourage the men to work together interchangeably as a co-operative group without regard to occupational classifications on all work in their shop.

Day workers in the service shops, by servicing facilities, etc., aid workers in production shops in building up their total earnings. Therefore, every service they can extend through flexibility and by working together as a co-operative group to increase the production shops' percentage will, likewise, equally increase their own incentive pay.

VII. The Production Incentive Plan will be administered through the medium of a four-man Union-Management Committee. This Committee will consist of the President and one other duly appointed representative of the Union and two members appointed by Management, one of whom shall be designated by Management as the Chairman of such Committee. The Incentive System will be administered through the medium of agreements reached in this Committee and all important matters negotiated by the Union-Management Committee shall be reduced to writing and signed by the Committee members and will evidence a running record of the system's development and questions pertaining to the proper functioning of the Plan. Any agreement reached and reduced to writing shall not be inconsistent with the basic principles or with the provisions of this agreement.

Where problems before the Committee cannot be settled by an immediate decision, the Committee members may elect to seek further advice or counsel. In case of disagreement, the Management Chairmen shall make the decision and the matter may be subject to grievance procedure.

When the Plant is in operation, the time spent by the two Union representatives above referred to, in administrative hours worked at the Plant in connection with the Committee's activity, shall be paid for by the Company. They will be paid at their base rate, plus weekly productive percentage bonus as will be progressively reflected in the departments to which they are normally assigned. The two Union members of the committee also shall conform to the rules regulating normal hours of work. Overtime as may be required in administrative work at the Plant must be approved and authorized by a designated representative of Management.

VIII. It is agreed that piecework prices for all new production and additions, including newly designed chassis and components, will be scheduled, using comparable adjusted piecework prices where applicable.

Where piecework prices do not exist, NEW piecework prices will be established on a basis that a pieceworker or gang incentive group will be able to earn by normal applied effort, under normal conditions, a yield of fifteen percent (15%) over evaluated base rate. The establishment of new piecework prices on this basis shall in no way be construed as a curb or limitation of an employee's productive effort or as establishing a ceiling on incentive piecework earnings. It is further agreed that this principle shall not be construed as establishing a minimum guaranty of piecework earnings.

If any question should arise concerning piecework prices in any department, a thorough study will be made by the Foremen, Union representative and Planning & Wage Rate Department representative. In the event that any such question is not resolved, it shall be referred to the Union-Management Committee

Union and Company members of that Committee shall negotiate in an endeavor to resolve the question. In case of absolute disagreement of Union-Management Committee, the procedure for establishing prices, as enumerated above, will then be instituted and a price scheduled to the shop. The piecework and/or gang incentive group will be allowed this price, and the matter may be subject to grievance procedure.

IX. In arriving at the piecework labor payment due in Production Shops, which goes to make up a part of the respective shop's pool, two methods will be used:

- (a) Inventory method, whereby work in process is determined at the end of each pay period, which total thereupon becomes a part of the gross pool. The "Inventory Method" will prevail and continue to be used throughout the term of this instrument in the

Diesel Locomotive Erecting Shop  
Boiler and Oil Refinery Shop  
Paint Shop

- (b) Completion payment method, whereby authority for payment for piecework is a move order signed by the foreman and quality inspector on the basis of completed sub-assemblies or parts, shall be effective throughout the term of this instrument in all other production shops in the Plant. Because of existing recognized Incentive Plan provisions and full payment, work in process and backlog of incomplete production will be considered an asset of the Company and remain inviolate and not amenable to turn-in for payment throughout the term of this agreement.

At the expiration of the current contract, the then current work in process or backlog of incomplete production in the respective departments affected shall be the sole property of the Company; the Union on behalf of itself and employees waives any and all right and claim thereto.

In either method, all piecework shall be done and/or completed in accordance with the applicable drawings and specifications, approved by the quality inspector.

To this total piecework labor, computed by either method, will be added the monies accruing from the various allowances as set forth in Section III. This total will constitute the respective shop(s) pool, from which all employees of the shop will be paid, according to their base rate.

Group earnings may be entirely distributed to employees or a portion may be set aside to establish an employees' accrued payroll bank, this to be determined by the Union Committee. The establishment of banks is strongly urged by the Company, to permit the equalization of pay during a week or period when fewer number of operations or completions are creditable for payment due to fluctuation of schedules, material supply, etc. When such banks are established, weekly payroll information, prepared by the Accounting Department for review by the Union Committee, will include amount of accrued payroll bank in each respective department.

X. It is further mutually agreed that the production incentive system as inaugurated and where expanded may be at variance with certain phases of the basic contract (Part I of the within instrument) and such variation will not be regarded as a contract violation on the part of the Company or Union; further, that all the provisions of the basic contract (Part I) except as affected by the Production Incentive System (Part II) shall remain in effect throughout the term hereof, it being further understood and agreed, however, that nothing herein contained abrogates Management's rights under Paragraph 5 of the basic contract (Part I).

(End of Part II)

23. STRIKES AND LOCKOUTS

During the life of this agreement, or while negotiations of 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 lockout on the part of the Company, until all the provisions of this agreement have been exhausted.

24. WAGE REOPENING

The parties hereto agree that either party may request a reopening of this agreement for the purpose of negotiating an adjustment in wages only, under Article 10, Section (b), as at October 26th, 1955.

It is understood and agreed that such request for a reopening must be by written notice given by either party to the other party during the thirty (30) day period prior to October 26th, 1955.

The Company will, at the request of the Union at the time of such reopening, give consideration to establishing a formal pension plan, without, however, in any way undertaking to put any such plan into effect.

25. RENEWAL AND TERMINATION

This entire agreement, Parts I and II, shall become effective on the 26th day of October, 1954 and shall remain in full force and effect until the 25th day of October 1956, and thereafter shall remain binding for a further period of one (1) year unless either party shall give written notice to the other party of termination within a delay which shall not be more than sixty (60) days nor less than thirty (30) days prior to the 25th day of October, 1955.

MONTRÉAL LOCOMOTIVE WORKS, LIMITED

UNITED STEELWORKERS OF AMERICA C.I.O. LOCAL 4589

Unreadable

Unreadable

Unreadable

John Thompson

Unreadable

Willie Sickini

Unreadable

Unreadable

Unreadable

T. Docherty

J. M. Thompson

W.S.A. Rep.

Copie certifiée  
UNITED STEELWORKERS OF AMERICA

P. A. Vêtu, secrétaire

Signed this 19th day of January, 1955.  
Montreal, Quebec.

APPENDIX A

<u>OCCUPATION</u>	<u>CLASS</u>	<u>BASE RATE</u>
Apprentices to 1100 hours	- 1st year - 1st 6 mos.	\$1.04
" 1100 hours to 2200 hours	- 1st year - 2nd 6 mos.	1.07
" 2200 hours to 3300 hours	- 2nd year - 1st 6 mos.	1.09
" 3300 hours to 4400 hours	- 2nd year - 2nd 6 mos.	1.12
" 4400 hours to 5500 hours	- 3rd year - 1st 6 mos.	1.15
" 5500 hours to 6600 hours	- 3rd year - 2nd 6 mos.	1.19
 <u>AIR TOOL OPERATORS</u>		
Caulker	- 1st class	1.49
"	- 2nd "	1.44
Chipper	- 1st class	1.49
"	- 2nd "	1.44
Grinder	- 1st class	1.49
"	- 2nd "	1.44
Blacksmith	- 1st class	1.69
"	- 2nd "	1.59
"	- 3rd "	1.49
Boilermaker	- 1st class	1.54
"	- 2nd "	1.44
"	- 3rd "	1.34
Boltmaker	- 1st class	1.39
Brakeman	- 1st class	1.39
Bucker-up	- 1st class	1.39

(Cont'd. on Sheet No. 2)

APPENDIX A

Sheet No. 2

<u>OCCUPATION</u>		<u>CLASS</u>	<u>BASE RATE</u>
Carpenter - Service	-	1st class	\$1.59
" "	-	2nd "	1.49
" "	-	3rd "	1.39
Carpenter Shop	-	1st class	1.49
" "	-	2nd "	1.44
" "	-	3rd "	1.39
Checkers	-	1st class	1.39
"	-	2nd "	1.29
Crane Operator - Overhead	-	1st class	1.49
" "	-	2nd "	1.44
" "	-	2rd "	1.39
Crane Operator - Locomotive	-	1st class	1.49
Crane Operator - Auto Car	-	1st class	1.49
Electrician Prod.	-	1st class	1.64
" "	-	1st "	1.59
" "	-	2nd "	1.54
" "	-	3rd "	1.44
Engineer - Locomotive	-	1st class	1.49
Fitter	-	1st class	1.64
"	-	1st "	1.59
"	-	2nd "	1.54
"	-	3rd "	1.44

(Cont'd. on Sheet No. 3)

APPENDIX A

Sheet No. 3

<u>OCCUPATION</u>		<u>CLASS</u>	<u>BASE RATE</u>
Flanger - Hand	-	1st class	\$1.39
" "	-	2nd "	1.34
Gang Leader Non-Prod.			1.64-2.04
" " Diesel & Plate Fabrication			1.90
" " Paint			1.90
" " Machine			1.79
Gas Burner	-	1st class	1.49
" "	-	2nd "	1.39
Hammer Driver	-	1st class	1.39
" "	-	2nd "	1.29
Hammer Smiths	-	1st class	1.79
" "	-	2nd "	1.69
" "	-	3rd "	1.59
Heater	-	1st class	1.39
"	-	2nd "	1.29
Heat-Treater	-	1st class	1.49
" "	-	2nd "	1.39
Helper	-	1st class	1.29
Hydraulic Pump Operator	-	1st class	1.44

(Cont'd. on Sheet No. 4)

APPENDIX A

Sheet No. 4

<u>OCCUPATION</u>	<u>CLASS</u>	<u>BASE RATE</u>
Jitney Driver	- 1st class	\$1.39
Labourers	- 1st class	1.29
Layer-Out	- 1st class	1.64
" "	- 2nd "	1.54
" "	- 3rd "	1.44
<u>MACHINE OPERATORS</u>		
Eng. Lathe	- 1st class	1.59
" "	- 2nd "	1.49
Hor. Turret Lathe	- 1st "	1.54
" " "	- 2nd "	1.44
Ver. Turret Lathe (Bullard Hypo)	- 1st "	1.54
" " " " "	- 2nd "	1.44
Hor. Boring Baker	- 1st "	1.54
x " " "	- 2nd "	1.44
Tire Boring & Wheels	- 1st "	1.49
" " " "	- 2nd "	1.39
Slotter	- 1st "	1.54
"	- 2nd "	1.44
Planer	- 1st "	1.54
"	- 2nd "	1.44
Milling Hor.	- 1st "	1.54
" "	- 2nd "	1.44
Milling Ver.	- 1st "	1.54
" "	- 2nd "	1.44
Grinders (Cylindrical)	- 1st "	1.54
Grinders (Surface) Link & Others	- 1st "	1.49
" " " "	- 2nd "	1.39
x Ver. Boring Baker	- 1st "	1.54
" " "	- 2nd "	1.44

(Cont'd. on Sheet No. 5)

APPENDIX A

Sheet No. 5

<u>OCCUPATION</u>		<u>CLASS</u>	<u>BASE RATE</u>
Drills	-	1st class	\$1.44
"	-	2nd "	1.34
Saws	-	1st "	1.44
Quartering	-	1st "	1.54
Buffers	-	1st "	1.34
Shapers (Hor.)	-	1st "	1.49
" (" )	-	2nd "	1.44
Shapers (Ver.)	-	1st "	1.54
" (" )	-	2nd "	1.44
Shear Operator	-	1st "	1.44
" "	-	2nd "	1.34
Punch Operator	-	1st "	1.44
" "	-	2nd "	1.34
Press Operator	-	1st "	1.44
" "	-	2nd "	1.34
Roll Operator	-	1st "	1.44
" "	-	2nd "	1.34
Pipe Threading	-	1st "	1.44
Spot Welding Mach.	-	1st "	1.39
Machinist - Test Room	-	1st "	1.64
X-Ray Machine Operator	-	1st "	1.59
Maintenance Electrician	-	1st "	1.74
" "	-	2nd "	1.69
Maintenance Fitter	-	1st class	1.69
" "	-	1st "	1.64
" "	-	2nd "	1.54
Maintenance Handyman	-	1st class	1.39

(Cont'd. on Sheet No. 6)

APPENDIX A

Sheet No. 6

<u>OCCUPATION</u>		<u>CLASS</u>	<u>BASE RATE</u>
Maintenance Pipe Fitter	-	1st class	\$1.69
" " "	-	1st "	1.64
" " "	-	2nd "	1.54
Marker-Off	-	1st class	1.39
Material Chaser	-	1st class	1.49
" "	-	2nd "	1.44
" "	-	3rd "	1.39
Millwright & Rigger	-	1st class	1.64
" " "	-	1st "	1.59
" " "	-	2nd "	1.54
" " "	-	3rd "	1.44
Motor Mechanic	-	1st class	1.69
Oiler	-	1st class	1.39
"	-	2nd "	1.34
Painter	-	1st class	1.59
"	-	2nd "	1.49
"	-	3rd "	1.44
"	-	3rd "	1.39
Pipe Fitter Prod.	-	1st class	1.64
" " "	-	1st "	1.59
" " "	-	2nd "	1.54
" " "	-	3rd "	1.44

(Cont'd. on Sheet No. 7)

APPENDIX A

Sheet No. 7

<u>OCCUPATION</u>		<u>CLASS</u>	<u>BASE RATE</u>
Rivetter (Air)	-	1st class	\$1.49
" (Hydraulic)	-	1st "	1.49
Rivet Heater	-	1st class	1.39
Sandblaster	-	1st class	1.54
Slingers	-	1st class	1.39
"	-	2nd "	1.34
"	-	2nd "	1.29
Sotremen	-	1st class	1.49
"	-	2nd "	1.44
"	-	3rd "	1.39
Tinsmith	-	1st class	1.64
"	-	1st "	1.59
"	-	2nd "	1.54
"	-	3rd "	1.44
Tool & Die Maker	-	1st class	1.79
" " " "	-	2nd "	1.69
" " " "	-	3rd "	1.59
Tool Distributor	-	1st class	1.49
" "	-	2nd "	1.39
Track Man	-	1st "	1.34
" "	-	2nd "	1.29

(Cont'd. on Sheet No. 8)

APPENDIX A

Sheet No. 8

<u>OCCUPATION</u>	<u>CLASS</u>	<u>BASE RATE</u>
Tractor Dirver	- 1st class	\$1.39
" "	- 2nd "	1.29
Truck Driver	- 1st class	1.44
" "	- 2nd "	1.39
Welder	- 1st class	1.59
"	- 2nd "	1.49
" (Code)	- 1st "	1.67

SUPPLEMENT AGREEMENT

Between

MONTREAL LOCOMOTIVE WORKS, LIMITED

AND

UNITED STEELWORKERS OF AMERICA,  
C.I.O., LOCAL 4589

(HOURLY RATED EMPLOYEES)

237

The Agreement between the parties signed the 2nd day of December, 1952, is hereby amended:

a) By adding after paragraph (b) of Article 10, the following paragraph:

"(bb) Effective from and after the pay period commencing on October 23rd, 1953, and during the term of this agreement as hereby amended, in addition to the extra thirty-four cents (34¢) per hour and the extra ten cents (10¢) per hour referred to in paragraph (b) above, there shall be added to the total weekly earnings of all hourly rated employees covered by this agreement an increase of five cents (5¢) per hour."

b) By adding to the minimum rates paid set forth in Appendix "A" the sum of "5¢" per hour and by changing the figure of "44¢" appearing in all of the footnotes to Appendix "A" of the said Agreement to "49¢" effective from and after the pay period commencing October 23rd, 1953; and

c) By adding after paragraph (b) of Article 3, the following paragraph:

"(a) The Company will, during the term of the agreement as hereby amended, honour authorizations (in form prepared by the Union and submitted for approval by legal counsel of the Company) from an employee:

(1) for the deduction and remittance of the additional pay to which such employee is entitled pursuant to the provisions of Article 10 (bb) (after withholding of appropriate taxes thereon, for the period commencing October 23rd, 1953, and ending December 24th, 1953, (hereinafter called the "retroactive pay") to a recognized Trust Company carrying on business in the City of Montreal under an Employees' Savings Plan to be set up by Trustees to be appointed by the employees to administer such Savings Plan, as soon as such retroactive pay is computed; and

(ii) For the deduction of an amount

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of two Dollars (\$2.00) per week from such employee's weekly earnings commencing with the pay period starting on December 25th, 1953, under the said Employees' Savings Plan and the remittance monthly of such amounts so deducted to such Trust Company or a successor Trust Company.

In the event that the Company does not receive such authorization by an employee for the deduction of retroactive pay on or before December 24th, 1953, such retroactive pay shall (after withholding of appropriate taxes thereon) be paid over to the employee as soon as the same is computed."

MONTREAL LOCOMOTIVE WORKS,  
LIMITED

UNITED STEELWORKERS OF  
AMERICA, C.I.O.,  
LOCAL 4589

W.G. MILLER

CHARLES KENT

A. TAYLOR

JOS. BIENDEAU

W. J. NILES

J. TREMPER

P.G. LENT

PATRICK MILLMURE

J.P. THOMPSON  
U.S.A. Rep.

Signed this 14th day of December, 1953,  
Montreal, Quebec.

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COPIE CERTIFIEE

UNITED THE WORKERS OF AMERICA  
G.A. Vian , secretaire.

.....

SUPPLEMENTARY AGREEMENT

between

MONTREAL LOCOMOTIVE WORKS, LIMITED

and

UNITED STEELWORKERS OF AMERICA  
C.I.O. LOCAL 4590

(SALARIED EMPLOYEES)

The Agreement between the parties signed the 2nd day of December 1952, and the schedule of occupational classifications attached thereto are hereby amended:

I. By adding after paragraph (a) sub-paragraph 1, of Article 10 of the said Agreement the following paragraph:

"1 (a) Effective from and after the pay period commencing October 26, 1953 and during the term of this Agreement, as hereby amended, in addition to the increase of eight and two-tenths percent (8.2%) in their monthly salary rate referred to in sub-paragraph 1 above, all employees covered by this agreement will receive a general increase of Ten dollars (\$10.00) in their monthly salary rate.

II. By changing the maxima and minimum rate ranges set forth in the said schedule of occupational classifications to give effect to the general increase referred to in paragraph I hereof.

III. By adding after paragraph (a) sub-paragraph 2, of Article 10 of the said Agreement the following paragraph:

"3 Effective from any after the pay period commencing October 26, 1953, and during the term of this agreement, as hereby amended, in addition to the general increase referred to in sub-paragraph 1 (a) above, all employees covered by this agreement will receive an additional Two Dollars (\$2.00) per month, provided, however, that such additional Two dollars (\$2.00) payable to any employee shall be reduced by the amount by which such employee's total salary payable under this agreement, as hereby amended, exceeds the maximum rate for his occupational classification, as hereby amended."

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MONTREAL LOCOMOTIVE WORKS  
LIMITED

UNITED STEELWORKERS OF  
AMERICA, C.I.O.  
LOCAL 4590

W.C. Miller

F.C. Beattie

L. Taylor

J.E. Deslongchamps

W.J. Miles

Maurice Gagnon

J.C. Glenn

John F. Potts

A. McKellar

J.T. Thompson  
U.S.A. "Rep."

Signed this 11th day of January 1954,  
Montreal, Quebec.

Copie certifiée  
UNITED STEELWORKER OF AMERICA.

Paule-Aimée Vieu

SUPPLEMENTARY AGREEMENT

between

MONTREAL LOCOMOTIVE WORKS, LIMITED

AND

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA  
HEADQUARTERS LOCAL - MONTREAL, QUE.

The Agreement between the parties signed the 5th day of December, 1952, is hereby amended:

By adding after paragraph (a) of Article 3, the following paragraph:

" (aa) Effective from and after the pay period commencing on October 30th, 1953, and during the term of this agreement as hereby amended, the wage rates referred to in paragraph (a) above, shall be as follows:

<u>Occupation:</u>	<u>Rates:</u>
Assistant Chief Engineman	\$1.80 per hour
Second-class A.B. Shift Engineman	1.70 " "
Third-class A.B. Shift Engineman	1.55 " "
Fourth-class A.B. Shift Engineman	1.43 " "
Helpers classed as unlicensed fireman	1.28 " "
Heating System Enginemen	1.43 " "
Gas Plant Operators	1.43 " "
Hydraulic Pump Operators	1.43 " "

MONTREAL LOCOMOTIVE WORKS,  
LIMITED

NATIONAL UNION OF OPERATING  
ENGINEERS OF CANADA

W.G. MILLER

P. DESSUREAULT

A. TAYLOR

FRED G. BAILEY

W. J. NILES

ALP. LORRAIN

P. KENT

Signed this 5th day of January, 1954,  
Montreal, Quebec.

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237

Agreement Between  
MONTREAL LOCOMOTIVE WORKS, LIMITED

and

NATIONAL UNION OF OPERATING ENGINEERS  
OF CANADA  
Headquarter Local

19/3278

AGREEMENT BETWEEN

MONTREAL LOCOMOTIVE WORKS, LIMITED  
5781 Notre Dame St. E; Montreal, Que.

and

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA  
Headquarters Local- Montreal, Que.

1. THE PARTIES TO THIS AGREEMENT

The parties to this agreement shall be:

(a) The Montreal Locomotive Works, Limited (herein called the "Company")

and

(b) The National Union of Operating Engineers (herein called the "Union")

2. RECOGNITION

The Company hereby recognizes that the National Union of Operating Engineers of Canada has been duly certified for those hourly rated employees employed as stationary enginemen, firemen and helpers, excepting foremen, in the steam power plant of the Company.

3. WAGES, WORKING HOURS AND CONDITIONS OF EMPLOYMENT

(a) The wage rates agreed upon, effective from and after the pay period commencing October 31st, 1952, are:

<u>OCCUPATION</u>	<u>RATES</u>
Assistant Chief Engineman	\$1.68 per hour
Second-class A.B. Shift Engineman	\$1.58 " "
Third-class A.B. Shift Engineman	\$1.48 " "
Fourth-class A.B. Engineman	\$1.38 " "
Helpers classed as unlicensed firemen	\$1.23 " "
Heating System Enginemen	\$1.38 " "
Gas Plant Operators	\$1.38 " "
Hydraulic Pump Operators	\$1.38 " "

WAGES, WORKING HOURS AND CONDITIONS OF EMPLOYMENT (cont'd)

- (b) The employees shall be paid during normal working hours and in the plant of the Company.
- (c) Forty-eight hours shall constitute the work week consisting of 6 days of eight working hours each. Each employee shall be entitled to one day of rest per calendar week.
- (d) Time and one-half of the regular hourly rates will be paid for any hours worked in excess of eight hours per day. After an employee has worked three (3) hours overtime on his scheduled shift, any hours worked thereafter on that shift shall be paid for at the rate of double time. Any employee who has worked his scheduled shift and is called back to work after leaving the plant shall receive a minimum of three (3) hours pay at time and one-half.
- (e) Any employee required to work on his regular day of rest shall be paid at double time of his regular hourly rate, except in the case where his scheduled day of rest falls on a statutory holiday, in which case he shall be paid in accordance with the provisions of paragraph 4.
- (f) A lunch period occurring in the middle of each shift shall be allowed all aforementioned employees and shall be considered as period of work, providing the employee remains on duty during the said lunch period.
- (g) A premium of 10¢ per hour shall be paid for all work done by night shifts, effective from and after the pay period commencing December 4th, 1952.  
A night shift shall consist of any regular shift which starts after 3:00 P.M. and before 6:00 A.M.

4. STATUTORY HOLIDAYS

- (a) New Year's Day, Good Friday, 24th of May, 24th of June, Dominion Day, Labour Day, Thanksgiving Day and Christmas Day shall be recognized as holidays with pay and all employees covered by this agreement, who have worked the required number of hours on the working day preceding and working day following any such day,

STATUTORY HOLIDAYS (Cont'd)

and have had three months' service with the Company, shall be paid for eight hours at their regular hourly rate.

- (b) Where the employee's scheduled shift falls on a statutory holiday, he shall be paid at the rate of double time for any and all hours worked on such days, in addition to holiday pay as previously specified in paragraph (a) of this clause, but if the employee fails to work the required number of hours on his scheduled shift on a statutory holiday, he shall not be entitled to the benefits of paragraphs (a) and (b) of this clause.

5. DEDUCTIONS

No deductions from wages, except those required by law, shall be made, except with the written consent of the employee, and then with the approval of the Company.

6. CLASSIFICATION OF PLANT

- (a) The plant in question shall be considered as a first-class A.B. plant, with a first-class A.B. engineer in charge.
- (b) With an assistant chief engineer holding a certificate of not lower than the second-class A.B. category.
- (c) Shift engineers shall be holders of not lower than second-class AB. certificate.
- (d) Boiler Room firemen shall be holders of not lower than fourth-class A.B. certificate.
- (e) Helpers to be considered and classed as unlicensed firemen.
- (f) Heating system engineers shall be holders of fourth-class A.B. certificates, under direct supervision of the shift engineers.

7. VACATIONS WITH PAY

- (a) Employees attaining at least twelve (12) months' service prior to May 1st in any year shall be entitled to ~~one~~ (1) week's vacation with pay at two percent (2%) of the wages earned during the period of service entitling the employee to his vacation (May 1st- April 30th).
- (b) Employees attaining at least five (5) years' service prior to May 1st in any year shall receive two (2) weeks' vacation with pay at four percent (4%) of the wages earned during the last year (May 1st- April 30th) of the period of service entitling the employee to his vacation.
- (c) Employees attaining at least fifteen (15) years' service prior to May 1st in any year shall receive three (3) weeks' vacation with pay at six percent (6%) of the wages earned during the last year (May 1st- April 30th) of the period of service entitling the employee to his vacation.
- (d) 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 not later than May 1st.
- (e) When a statutory holiday falls while an employee is on vacation, such employee shall in addition be entitled to the holiday pay specified in paragraph (a) of clause 4.

8. MANAGEMENT

The Management of the works reserves the right to hire, suspend, or discharge for proper causes, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Company, provided that this right will not be used for the purpose or purposes of discrimination against any member of the Union.

SAFETY AND HEALTH

The Company shall continue to 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 employees, the same will be supplied by the Company.

COMMITTEE OF THE UNION

The Company shall be notified in writing of the names of the members of a ~~Committee appointed by the Union to discuss with the Company~~ ~~any matters or grievances arising out of the operation of this agreement, and also of any changes that may take place from time to time in such Committee.~~ ~~All members of the Committee shall be employees of the Company and, if they are required to leave their jobs for the performance of their duties as members of the Committee, they shall obtain leave from the chief engineer before doing so.~~ any matters or grievances arising out of the operation of this agreement, and also of any changes that may take place from time to time in such Committee. All members of the Committee shall be employees of the Company and, if they are required to leave their jobs for the performance of their duties as members of the Committee, they shall obtain leave from the chief engineer before doing so.

SETTLEMENT OF DISPUTES

Any disputes arising out of this agreement, or any grievance or misunderstanding which any employee, or group of employees, covered by this agreement may desire to discuss, or adjust with the Company, shall be handled as follows:

- (a) The employee concerned may take the matter directly to the chief engineer alone, or accompanied by a member of the Committee.
- (b) If a settlement is still not reached, the employee shall report the matter to the Committee of the Union in writing and the Committee shall discuss the matter with the Plant Superintendent.
- (c) All decisions arrived at between the Company and the Committee shall be final binding upon the Company, the Committee and the employee, or group of employees concerned.

SETTLEMENT OF DISPUTES (cont'd)

- (d) Matters to be dealt with under the foregoing provisions of this paragraph shall normally be discussed during working hours.

12. ARBITRATION

In the event that no agreement is reached through the procedure set forth in paragraph 11 hereof the parties will endeavour to effect a settlement through some agreed method of arbitration, but failing such an agreement as to arbitration, then either party shall have the right to apply for a Board of Conciliation under the Quebec Trades Dispute Act (R.S.Q. 1941, Chapter 167).

13. SENIORITY

- (a) In all cases of lay-off or increase of staff, the factors of length of service, ability, skill and experience shall be considered. When, in the opinion of the Company, other factors are relatively equal, length of service shall govern. This rules shall apply only to employees who have completed at least six (6) months of continuous service.
- (b) Seniority rights as established by mutual understanding between the parties hereto shall be respected at all times.

14. CO-OPERATION

During the term of this agreement, the "Company" agrees that there shall be no lockout, and the "Union", agrees that there shall be no slowdown, strike, or other stoppage or interference with work, until all of the provisions of this agreement have been exhausted.

15. DISCRIMINATION

There shall be no discrimination, interference, restraint or coercion by the "Company" or any of its agents against any employee because of membership in the "Union", and the "Union" will not coerce employees into membership nor shall it solicit membership, or distribute propaganda, or transact any other business of the "Union" on the "Company's" time, other than as provided in this agreement.

No Union meeting shall be held, nor Union notice distributed or posted on the "Company's" property, which has not been approved by the Management. A notice board for approved Union notices will be provided by the "Company".

16. INSURANCE

As of and from December 4th, 1952, the Company will arrange life insurance and sickness, accident and hospitalization coverages for each individual employee, as appear in the schedule immediately following this paragraph, without cost to the employee, Coincidental to this coverage the Company will also arrange through the medium of payroll deductions to purchase hospitalization for his wife and minor dependents, as also appear in the attached schedule, of which the increased coverage shall be without increased cost to the employee.

INSURANCE SCHEDULE

Employee Coverage

Life Insurance	\$1,250.00	} Entire cost to be borne by Company
Weekly accident and sickness benefits, period of 13 weeks (Starts first day of accident and 8th day of sickness)	\$ 28.00	
Daily Hospital benefits, period of 31 days	\$ 7.00	
Hospital expenses, maximum	\$ 100.00	
Surgical operation, maximum	\$ 150.00	

(Maternity benefits are provided in the above coverages)

Dependents' Coverage  
(Wife, Children or Both )

Daily Hospital benefits, period of 31 days	Increased from \$4.00 to \$6.00	} The increased dependent benefits are provided without added cost to these employees. The employee will pay through payroll deduction the same amount as heretofore. The Company pays the added cost.
Hospital expenses, maximum	Increased from \$25.00 to \$100.00	
Surgical operation, maximum	\$150.00	

(Maternity benefits are provided in the above coverages)

17. WAGE REOPENING

The parties hereto agree that either party may request a reopening of this agreement for the purpose of negotiating and adjustment in wages only, under Article 3, Section (a), as at October 30th, 1953.

It is understood and agreed that such request for a reopening must be by written notice given by either party to the other party to the other party during the thirty (30) day period prior to October 30th, 1953.

The Company will, at the request of the Union at the time of such reopening, give consideration to establishing a formal pension plan, without, however, in any way undertaking to put any such plan into effect.

18. RENEWAL AND TERMINATION

This agreement shall become effective on the 1st day of November, 1952, and shall remain in full force and effect until the 31st day of October, 1954, and thereafter shall remain binding for a further period of one (1) year unless either party shall give written notice to the other party of termination within a delay which shall not be more than sixty (60) days nor less than thirty (30) days prior to the 31st day of October, 1954.

19. SENIORITY

(a) It is understood and agreed by the parties hereto that the "Company" will hire its requirements of stationary engineers through the "Union" and the "Union" agrees to supply the required person or persons within seven (7) days of request.

SECURITY (Cont'd)

(b) Should the "Union" fail so supply the required personnel within seven (7) days, then the "Company" will have full liberty to hire in the open field.

20. NOTICE

Any notice required to be sent to the "Union" hereunder shall be effectively given when posted to:

National Union of Operating Engineers of Canada  
Headquarter Local, Montreal, Quebec  
Room 10, Monument National,  
1182, St. Lawrence Blvd;  
Montreal, Quebec.

and any such notices required to be given to the "Company" shall be effectively given when mailed to:

Montreal Locomotive Works, Limited,  
5781 Notre Dame Street, East,  
Montreal, Quebec.

IN WITNESS WHEREOF the parties have signed this agreement at the City of Montreal, under effective date of the first of November, one thousand nine hundred and fifty-two.

MONTREAL LOCOMOTIVE WORKS, LIMITED

NATIONAL UNION OF OPERATING  
ENGINEERS OF CANADA

Unreadable signature

Erad. G. Bailey

G. Taylor

Elp. Lorrain

Unreadable signature

P. Dessureault

W.J. Niles

Signed this 5th day of December, 1952.  
Montreal, Quebec.

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**Agreement Between**  
**MONTREAL LOCOMOTIVE WORKS, LIMITED**  
**and**  
**UNITED STEELWORKERS OF AMERICA, CIO**  
**LOCAL 4590**

Agreement between

MONTREAL LOCOMOTIVE WORKS, LIMITED

and

UNITED STEELWORKERS OF AMERICA, C. I. O. LOCAL 4590

1. Parties to this agreement shall be THE MONTREAL LOCOMOTIVE WORKS, LTD; Longue Pointe, Montreal, hereinafter referred to as "The Company", and the UNITED STEELWORKERS OF AMERICA, C.I.O. LOCAL 4590 (salaried employees), Longue Pointe, Montreal, hereinafter referred to as "The Union".

2. PROFESSIONAL JURISDICTION

This agreement applied to salaried employees in the following occupations:

Clerks except as subsequently referred to  
First-Aid Attendants  
Office Maintenance Employees  
Comptometer Operators  
Timekeepers  
Shippers  
Expeditors  
Piece-work Checkers  
Time Observers  
Safety Inspectors  
Janitors  
Clerks in the Piece-work Department  
Clerks in the Drafting and Engineering Department  
Stenographers  
Typists  
Office Boys  
Clerks in the Purchasing Department  
Clerks in the Diesel Renewal Parts

The following clerical occupations are not covered by this agreement:

Planning and Scheduling Department Clerks  
Operatinn Clerks  
Inspectors  
Chief Clerks  
Confidential Clerks  
Employment Clerks

Personnel Clerks  
Clerks in the Sale Department (Uptown Office)  
Draftsmen  
Secretaries  
Buyers  
Employees in a supervisory capacity  
Clerks in the office of the Manager  
Clerks in the office of the Assistant Comptroller  
Clerks in the office of the Asst. Secretary-Treasurer  
Clerks in the office of the Vice President

3. RECOGNITION

(a) The Company hereby recognizes the Union as having been duly certified under the "Labour Relations Act" (R.S.Q. 1941, Chapter 162-A) as sole bargaining agent for all salaried Clerks, First-Aid Attendants, Office Maintenance Employees., Comptometer Operators, Timekeepers, Shippers, Expeditors, Piece-work Checkers, Time Observers, Safety Inspectors, Janitors, Clerks in the Piece-work Department, Clerks in the Drafting and Engineering Department, Purchasing Department Clerks, Diesel Renewal Parts Clerks, Typists, Stenographers and Office Boys EXCEPT Planning and Scheduling Department Clerks, Operation Clerks, Inspectors, Chief Clerks, Confidential Clerks, Employment Clerks, Personnel Clerks, Clerks in the Sale Department (Uptown Office), Draftsmen, Secretaries, employees in a supervisory capacity, Clerks in the office of the Manager, Clerks in the office of the Assistant Comptroller, Clerks in the office of the Assistant Secretary-Treasurer and Clerks in the office of the Vice President and Buyers.

(b) The Company will, during the term of this agreement, honor an authorization by an employee for the deduction and remittance of his regular monthly dues in accordance with the Constitution, By-Laws and Regulations of the Union. Such an authorization shall only be revocable by notice to the Company within thirty (30) days prior to the expiration date of the Agreement. Authorizations and revocations shall be signed in duplicate by the employee concerned and be properly witnessed.

The Company shall remit dues collected to the Treasurer, Local 4950, United Steelworkers of America, on or before the fifteenth of each month. It shall name the employees from whose pay dues were deducted and it shall name the employees who have revoked their authorization since the last remittance was made.

It is understood and agreed that the Union will indemnify the Company and save it harmless from any all claims which may be made to it by any employee or employees for amounts deducted from wages as herein provided.

The Company and the Union agree that they will not at any time coerce or intimidate any employee to induce him either to accept or to refuse to accept Union dues deduction. They agree further that they will not coerce or intimidate or discriminate against any employee because he accepts, cancels, or refuses to accept or cancel his Union Dues Authorization.

#### 4. COOPERATION

All parties to this agreement hereby commit themselves to the fullest cooperation with the object of maintaining efficient workmanship in the Company's offices.

#### 5. 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 schedule 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 are 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.

6. OFFICERS OF THE UNION

(a) The Union shall furnish the Company with a list of names of members of the Grievance Committee and the Union Executive Committee, also the names of all Shop Stewards, within ten days after this agreement comes into force. Whenever any change is made in such list the Company will be notified in writing within three days of such change. The Company will recognize the elected officers of the Executive Committee, part of whom may be members of the Negotiating Committee. The members of such Committee shall have had at least two years service with the Company.

(b) The Grievance Committee, consisting of three members, shall be authorized to deal for all grievances arising from the policing of the agreement. Any unsettled grievances which may be taken to Management shall be handled by the Executive Committee.

7. GRIEVANCE PROCEDURE

Any disputes arising out of this agreement, or any just grievance or misunderstanding which any employee covered by this agreement may desire to discuss or adjust with the Company, shall, notwithstanding the provisions of Article 5, be handled as follows:

(a) The Steward, with the employee, will take the grievance before the Departmental Supervisor for settlement. If no settlement can be made with the Departmental Supervisor within twenty-four (24) hours, the grievance shall be passed in writing to the Grievance Committee.

(b) If a settlement is still not reached, the grievance may be referred to the Union Executive Committee and thereafter may be presented to Management, at

which time an International Representative of the United Steelworkers of America and not more than ~~three~~ members of the ~~Executive~~ Committee may be present.

(c) All settlements arrived at shall be final and binding on the Company and Union and the employee or group of employees concerned.

(d) It is agreed that no adjustment shall be made on any grievance unless the grievance has been presented to Management within thirty (30) days after its occurrence. However, agreed upon adjustments, when necessary, will be effective at the time the grievance is presented to the Departmental Supervisor.

#### 8. ARBITRATION

In the event that no agreement is reached through the procedures set forth in Section 7 hereof, then either party shall have the right to apply for a Board of Conciliation under the provision of the Quebec Trades Disputes Act (R.S.Q; 1941, Chapter 167).

#### 9. NAMES OF SUPERVISORS

A list of 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 days after this agreement comes into force. Whenever changes are made in this list, the Union will be notified in writing three days of such change.

#### 10. WAGES

(a) Employees shall be paid in accordance with the bi-weekly salary scale now in effect throughout the life of this agreement, except as follows:

1. Effective the first pay period commencing after October 22nd, 1951 (October 29th, 1951) all employees will receive a general increase of twenty-five dollars (\$25.00) per month.

WAGES (cont'd)

2. Likewise, the minima and maxima of the bi-weekly salary scale in all classifications is adjusted accordingly.

(b) Employee classifications shall be made by the Company based on skill, education and ability.

11. PAY PERIOD

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

12. HOURS OF WORK

The regular hours of work shall be thirty-eight and one-half (38 1/2) hours per week, as follows:

Monday to Thursday-	8:30 A.M. to 12:30 noon 1:00 P.M. to 4:45 P.M.
Friday	8:30 A.M. to 12:30 noon 1:00 P.M. to 4:30 P.M.

The above hours will not apply to shop Accounting Clerks, whose regular hours of work shall be thirty-eight and one-half (38 1/2) hours per week, as follows:

Monday	7:30 A.M. to 12:00 noon 12:30 Noon to 3:45 P.M.
Friday	7:30 A.M. to 12:00 noon 12:30 Noon to 3:30 P.M.

It is recognized that First-Aid Attendants will be required to work the regular shop hours.

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.

Any employee who works on a night shift shall receive premium of ten dollars (\$10.00) per month over and his prevailing salary. Overtime work is not considered night shift work.

13. SENIORITY

1. The Company agrees to furnish the Union with a list of the employees hired or rehired by the Company, once every fifteen days.
2. Seniority rights of employees shall be departmental for seniority purposes. An employee shall have seniority in his department, providing he is capable of performing the duties in his department.
3. An employee shall be considered a "temporary employee" for the first three months of his employment and he shall have no seniority rights during the said period but after three months the employee shall be considered as a regular employee and his seniority shall date back to the date on which he was hired.
4. Seniority and recall records shall be maintained by the Company and be available to the Union upon request.
5. The seniority an employee has with the Company shall be calculated on the following basis:
  - (a) If an employee has voluntarily quit or been discharged and is subsequently rehired, service will date from rehire.
  - (b) Periods of lay-off or leave of absence whose duration exceeds six months shall be deducted in determining length of service.
  - (c) Service while "on loan" to Arsenal recognized
  - (d) Service with Alco recognized.

SENIORITY (cont'd)

- (e) Service in armed forces recognized.
- (f) Service with Arsenal recognized
- (g) Canadian Steel Tire and Wheel Company service recognized on the same basis.
- (h) No service recognized prior to 1904 with The Locomotive & Machine Co. of Montreal, Ltd; predecessor.
- (i) No service recognized on employees taken over by this Company for prior service with Structural Steel Company.
- (j) If an employee goes on strike, participates in a slow-down or work stoppage without first exhausting the procedures for settlement of disputes as set forth in Article 7 of the present agreement, he will suffer loss of seniority.
- (k) If an employee fails to report within seven (7) days after the termination of a leave of absence, or after being notified to report to work following a layoff, he will suffer loss of seniority, subject, however, to provisions of Paragraph "F", Section 14.
- (l) If, after a layoff, an employee is not recalled to work within a period of 24 months after such layoff, he will suffer loss of seniority.

6. The Union may make and the Company agrees to discuss with the Union any representations to the Company respecting work for disabled or incapacitated employees but this clause shall not be interpreted so as to make such matters subject to the grievance procedure.

14. DISMISSALS, LAYOFF AND RECALL

- (a) No member of the Executive Committee or Shop Steward of the Union shall be dismissed, laid off, or transferred, until his case has been discussed between the Union and the Company.
- (b) In the event of layoff, the Company shall supply the President of the Union with a list of individuals to be laid 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 in question, such reinstatement will be with pay, retroactive to date of layoff.
- (c) In the event of a reduction of staff in the Plant, all Shop Stewards of the Union shall have top seniority in their respective occupation in their department, ability providing. All members of the Executive Committee of the Union will have top seniority in their respective occupations and capacities throughout the Plant, ability providing.
- (d) In the event of a shut-down in the Plant caused through any circumstances, the Company agrees to rehire: first, the members of the Executive Committee of the Union, and second, the Shop Stewards of the Union, in the first group to be rehired in their respective occupations and capacities, ability providing.
- (e) Any employee may be laid off upon fifteen (15) days' notice before the layoff of the employee is due to take effect. The Union will also be notified at the same time.
- (f) When re-hired, any employee must report for work within seventy-two (72) hours after being notified to do so, failing which, except for just cause, such employee shall lose his rights to the vacancy open. He shall nevertheless retain

DISMISSAL, LAYOFF AND RECALL (cont'd)

his seniority until all employees with seniority who perform the same operation for which he was recalled have been rehired.

(g) Notice of rehire may be given by letter addressed to the last known address of the employee and seventy-two (72) hours shall run from the close of day upon which the said notice has been mailed by the Company.

(h) In the event it is necessary to rehire employees in any operation, the following order of rehiring shall be adopted:

1. Former employees previously engaged in such occupation on the basis of length of service.
2. Other employees previously experienced in the same or similar occupation based on length of service, ability providing.

15. PROMOTIONS

(a) An employee with seniority, who believes he is qualified for more desirable work in his own department, must first discuss the matter with his own Supervisor and he shall have the right, in his own department, to receive promotion whenever a vacancy occurs in that department, provided that if, after a reasonable lapse of time (not exceeding thirty (30) working days), an employee so promoted fails to perform satisfactorily the duties of the position to which he has been promoted, the Company may remove him from such position and return him to his former or an equivalent position.

(b) An employee called upon to perform higher rated operations than his own must be paid according to the rate established for those operations.

16. VACATIONS WITH PAY

- (a) An employee who has one (1) year of service or more prior to May 1st shall receive two (2) weeks vacation with pay.
- (b) An employee who has twenty (20) years service, or more prior to May 1st shall receive three weeks vacation with pay.
- (c) It is understood that ~~an~~ employment termination, due to layoffs, the employee ~~so~~ affected will receive all vacation benefits due him at that date, based on service rendered.
- (d) 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 not later than April 1st.

17. RECOGNIZED HOLIDAYS

New Year's Day, Good Friday, May 24th, June 24th, Dominion Day, Labour Day, Thanksgiving Day and Christmas Day shall be observed as holidays with pay and any

RECOGNIZED HOLIDAYS (cont'd)

employee working on these days shall be paid overtime. In the event of one of the above-mentioned holidays falling on a Saturday or Sunday, it shall be considered as falling on Monday and overtime will be computed accordingly. Any employee working on Saturday or Sunday will be paid overtime for all hours worked. Overtime as referred to in this clause to be calculated on a pro-rata hourly basis determined in accordance with their monthly salary at straight time rate.

18. POSTING OF UNION NOTICES

The Union shall have the privilege of posting notices on the boards in all departments, after said notices have been submitted to the Management of the Company and approved. Notices by Management affecting the working conditions or welfare of employees will be submitted to the Executive Committee of the Union before posting. All notices must be posted by both parties bilingually.

19. HEALTH AND WELFARE

The Company will continue to make reasonable provisions for the safety and health of its employees during working hours and the Union agrees that it will do its best to have the employees covered by this agreement follow all the rules laid down by the Company for their safety and health and for that of their fellow-workers.

20. INSURANCE

Effective at the earliest possible date consistent with the attendant problems in the issuance and completion of application forms and necessary arrangements between the Company and Insurance Carrier from an overall Montreal viewpoint, the Company will arrange **life** insurance and additional sickness, accident and **hospitalization** coverage for each individual employee, without cost to the employee, which will include benefits as appear in the schedule immediately following this paragraph. Coincidental to this coverage, each employee will be given the opportunity through the medium of payroll deduction, at the same rates as now paid, to purchase additional hospitalization coverage for his wife and minor dependents, as also appears in the attached schedule.

Employee's Coverage

Life insurance	\$1,250.00	
Weekly accident and sickness benefits, period of 13 weeks (including pregnancy)	20.00 week	
	(Starts 1st day of accident and 8 th day of sickness)	Entire cost to be borne by Company
Daily hospital benefits, period of 31 days	5.00	
Hospital expenses, maximum	25.00	
Surgical operation maximum	150.00	
<u>Dependents</u>		
Daily hospital benefits	4.00	
Hospital expenses, maximum	25.00	To be paid by employee through payroll deductions
Surgical operation, maximum (includes pregnancy)	150.00	
<del>Surgical operation, maximum</del>		

The average under the new program above referred to will not become effective or control until all details have been completed by the individual employee and he receives formal advice and/or policy from the Insurance Carrier.

21 RENEWAL AND TERMINATION

Effective on the 29th day of October 1951, this agreement shall remain in full force and effect for one year and thereafter shall remain binding for further periods 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 LOCKOUTS

During the life of this agreement, or while negotiations of 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.

MONTREAL LOCOMOTIVE WORKS, LTD

UNITED STEELWORKERS OF AMERICA,

CIO. LOCAL 4590

D.M. Gownsend

Maurice Gillet

H.O. Venn

R.C.

H.R. Gownsend  
Witness

J. Louis Audet

SIGNED. 12/21/51

Victor E. Jensen

COPIE CERTIFIEE  
UNITED STEELWORKERS OF AMERICA

P.A. Viau, Secrétaire

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AGREEMENT BETWEEN  
MONTREAL LOCOMOTIVE WORKERS LIMITED  
AND  
UNITED STEELWORKERS OF AMERICA, C.I.O. Local 4589  
(HOURLY RATES EMPLOYEES.)

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PART 1 BASIC AGREEMENT.

1. Parties to this Agreement shall be MONTREAL LOCOMOTIVE WORKS LIMITED.

Longue Pointe, Montreal, hereinafter referred to as "The Company" and the UNITED STEELWORKERS OF AMERICA, C.I.O. Local 4589, Longue Pointe, Montreal, hereinafter referred to as "THE UNION".-

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 and Guards employed by "The Company".-

3. RECOGNITION:

(a) "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 its Employees hired at an hourly rate, except Foremen, Patternmakers, Stationary Enginemen, Firemen and Helpers in the steam power plant, and Guards employed by "The Company".-

(b) "The Company will, during the term of this Agreement, honor an authorization by an employee for the deduction and remittance of his regular monthly dues in accordance with the Constitution, By-Laws and Regulations of the Union. Such an authorization shall only be revocable by notice to The Company within thirty (30) days prior to the expiry date of the Agreement. Authorizations and revocations shall be signed in duplicate by the Employee concerned and be properly witnessed.-

The Company shall remit dues collected to the Treasurer, Local 4589 United Steelworkers of America on or before the fifteenth of each month.-

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It shall name the Employees from whose pay dues were deducted and it shall name the Employees who have revoked their authorization since the last remittance was made.

It is understood and agreed that The Union will indemnify The Company and save it harmless from any and all claims which may be made to it by any Employee or Employees for amounts deducted from wages as herein provided.

The Company and The Union agree that they will not at any time coerce or intimidate any Employee to induce him either to accept or to refuse to accept Union dues deduction. They agree further that they will not coerce or intimidate or discriminate against any Employee because he accepts cancels or refuses to accept or cancel his union dues deduction authorization.-

#### 4. CO-OPERATION:

All parties to this Agreement here by ~~commit~~ themselves to the fullest co-operation with the object of maintaining efficient and uninterrupted production <sup>in</sup> the Plant.

#### 5. 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 schedule 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",-

6. OFFICERS OF THE UNION:

(a) The Union shall furnish the Company with a list of names of members of the Grievance Committee and the Union Executive Committee also the names of all Shop Stewards, within ten days after this Agreement comes into force, Whenever any change is made in such list the Company will be notified in writing within three days of such change. It is recognized by the Union that the number of Shop Stewards shall be kept in reasonable proportion to the number of men employed by the Company and covered by this Agreement, with the total number of Stewards approximating 2% of the Employees covered by this Agreement in each and every Department. The Company will recognize the elected Officers of the Executive Committee part of whom may be members of the Negotiating Committee. The members of such Committee shall have had at least two years' service with the Company.-

(b) The Grievance Committee, consisting of three Members, shall be authorized to deal for all grievance arising from the policing of the Agreement. Any unsettled grievances which may be taken to Management, shall be handled by the Executive Committee.

7. GRIEVANCE PROCEDURE.

Any dispute arising out of this Agreement or any just grievance or misunderstanding which any Employee covered by this Agreement may desire to discuss or adjust with the Company shall notwithstanding

the provisions of article 5, be handled as follows:

(a) The Steward, with the Employee, must take the grievance before the department foreman for settlement. If no settlement can be made with the departmental foreman within twenty-four (24) hours, the Steward will refer the grievance to the Grievance Committee.-

- (b) The Grievance Committee may take the grievance to the Plant Superintendent, who shall have forty eight (48) hours in which to render his decision.-
- (c) If a settlement is still not reached, the Grievance may be referred to the Union Executive Committee and thereafter may be presented to Management, at which time an International representative of the United Steelworkers of America, and not more than five Members of the Executive Committee may be present. Company decision will be released five (5) working days after the meeting with the Executive Committee. By mutual agreement this time can be extended beyond this limitation.
- (d) All settlements arrived at shall be final and binding on the Company, the Union and the Employee or group of Employees concerned.-
- (e) It is agreed that no adjustment shall be made on any grievance unless the grievance has been presented to Management within thirty (30) days after its occurrence. However, agreed upon adjustments, when necessary, will be effective at the time the grievance is presented to the Foreman.

#### 8. ARBITRATION.

In the event that no Agreement is reached through the procedure set forth in Section 7 hereof, then either party shall have the right to apply for a Board of Conciliation under the provisions of the Quebec

Trades Dispute Act (R.S.Q. 1941 Chapter 167)

#### 9. NAMES OF FOREMEN:

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

10. WAGES:

(a) All hourly rates Employees covered by this Agreement shall be paid according to the base rates reflected in Wage Scale, "Schedule A" which is attached to and is part of this Agreement. In addition to base rate wages per "Schedule A" or piece work earnings, as the case may be all hourly rated Employees covered by this Agreement shall receive and extra nineteen (.19) cents per hour in wages to be added to their total weekly earnings.

(b) Effective the first pay period commencing after Oct. 22 1951 (Oct. 26 1951) in addition to the extra nineteen (.19) cents per hour referred to in paragraph (a) above there shall be added to the ~~total~~ weekly earnings of all hourly rates Employees covered by this Agreement, an increase of fifteen cents (.15) per hour.

(c) The classification of Employees between various classes, where there is more than one class for an occupation shown on the wage scale (Schedule A), shall be done by the Company, based on the skill responsibility, initiative, technical knowledge and experience 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. 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 Union shall be notified in writing of the rate change.-

(d) All the above provisions of this section shall not apply to any construction Employees covered by Order in Council No. 972 of 1948 or any supplement thereto or amendment or replacement thereof.-

11 HOURS OF WORK.

(a) Regular hours of work shall be eight (8) hours per day or forty

(40) hours per week.-

Monday to Friday

7.15 a.m. to 12.00 noon  
12.30 p.m. to 3.45 p.m.

All day, shift Employees covered by this agreement shall be paid time and one-half after eight hours have been worked in one day. Time and one-half will be paid for the first four (4) hours of any work which may be required on Saturday.-

(b) Night Shift. Regular hours of work shall be eight (8) hours per night or forty (40) hours per week, as follows:-

Monday to Friday

3.45 p.m. to 7.45 p.m.  
8.00 p.m. to 12.00 midnight.

All night Employees covered by this Agreement shall be paid time and one-half after eight (8) hours have been worked in one night shift.-

(c) All night Employees working on regular night shift, shall be paid a premium of seven (0.07) cents per hour, which shall be added to their total weekly earnings.-

On the institution of shifts by the Company not conforming to the regular hours of work herein provided in Section 11, the hours of work and application of night shift premium, if any shall be mutually agreed upon by the Company and the Union.-

(d) Any hours in excess of three (3) hours of overtime worked on an Employee's scheduled shift shall be paid for at the rate of double time. Saturday work in excess of four hours (4) on that day shall be paid for at the rate of double time.-

(e) In determining overtime pay, the "excess allowance" shall be computed in half-hours, fractions of a half-hour being treated as a full half hour.-

(f) Any Employee who has worked his scheduled shift and is called back to work after leaving the plant shall receive a minimum of three (3) hours pay at time and one-half.-

(g) No night Employee shall be sent home by the Company due to the lack of work, breakdowns, etc., at any time during the regular working period of the night shift on a pay without first receiving his pay.-

12. ARRIVAL AT WORK:

Any employee covered by this Agreement, having worked less than thirty (30) hours in a week and who is called to work and then sent home by the Company due to lack of work, shall be credited with three (3) hours pay. If such employee has worked more than thirty (30) hours in the week, he shall, under such circumstances, be credited with two (2) hours pay.-

13. SENIORITY.

1.- The Company agrees to furnish the Union with a list of the Employees hired or rehired by the Company, once every fifteen days.-

2. Seniority rights of Employees shall be departmental for seniority purposes.-

3. An employee shall be considered a temporary Employee for the first sixty (60) calendar days of his employment and he shall have no seniority rights during the said period, but after sixty (60) calendar days the Employee shall be considered as a regular Employee and his seniority shall date back to the date at which he was hired.-

4. For seniority purposes, the Departments or Shops of the Plant are as follows: Hammer Smith, Boiler and Oil Ref., Plate Fab., Carpenter Machine, Paint Diesel, Stores, Yards, Maintenance and any other. Shops which may be put in force during the life of this Agreement.-

5. Seniority and recall records shall be maintained by the Company and be available to the Union upon request.-

6. The seniority an Employee has with the Company shall be calculated on the following basis:-

- (a) If an Employee has voluntarily quit or been discharged for cause and is subsequently rehired, service will date from rehired.-
- (b) Periods of lay-off or leave of absence whose duration exceed six months, shall be deducted in determining length of service.-
- (c) Service while on loan to Arsenal recognized.-
- (d) Service with ALCO recognized.
- (e) Service in armed forces recognized.
- (f) Service with Arsenal recognized.-
- (g) Canadian Steel Tire and Wheel Company service recognized on the same basis.-
- (h) No service, recognized prior to 1904 with the Locomotive and Machine Co. of Montreal Ltd. predecessor.-
- (i) No service recognized on Employees taken over by this Company for prior service with Structural Steel Company.-
- (j) If an Employee goes on Strike, participates in a slow-down or work stoppage without first exhausting the procedures for settlement of disputes as set forth in Article 7 of the present Agreement, he will suffer loss of Seniority.-
- (k) If an employee fails to report within seven (7) days after the termination of a leave of absence or after being notified to report <sup>to work</sup> following a layoff he will suffer loss of seniority subject however, to the provisions of Paragraph F. Section 14.-
- (l) If, after a layoff, an Employee is not recalled to work within a period of 24 months after such layoff, he will suffer loss of Seniority.-

The Union may make and the Company agrees to discuss with the Union any representations to the Company respecting work for disabled or incapacitated Employees but this clause shall not be interpreted so as to make such matters subject to the grievance procedure.-

14. DISMISSAL, LAYOFF AND RECALL.

- (a) No Member of the Executive Committee or Shop Steward of the Union shall be dismissed, lay off, or transferred until his case has been discussed between the Union and the Company.-
- (b) In the event of a layoff, the Company shall supply the President of the Union with a list of men to be laid off which shall list the men in accordance with departmental seniority. 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 layoff.-
- (c) In the event of a reduction of Staff in the Plant, all Shop Stewards of the Union shall have top seniority in their respective trade in their Department ability providing. All Members of the Executive Committee of the Union 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 rehire; first, the Members of the Executive Committee of the Union, and second the Shop Stewards of the Union in the first group to be rehired in their respective trade, ability providing.-
- (e) Any Employee to be laid off, shall receive seven (7) days notice before the layoff of the Employee is due to take effect. The Union will also be notified at the same time.-
- (f) When re-hired any Employee must report for work within seventy two (72) hours after being notified to do so, failing which except for just cause, such Employee shall lose his rights to the vacancy open. He shall nevertheless retain his seniority until all Employees with seniority who perform the same operation for which he was recalled have been rehired.-
- (g) Notice of rehire may be given by letter addressed to the last known address of the Employee and seventy-two (72) hours shall run from the close of day upon which the said notice has been mailed by the Company.-
- (h) If, after a layoff, the Employees of the Company who have been laid off are rehired, by the Company, they shall be rehired on written notice, a copy of which shall be sent to the Secretary of the Local Union, on the basis of seniority except in cases where any junior Employees in the opinion of the Foreman, of superior ability and efficiency, in which case the Company may rehire such junior Employee. In making such a decision in favor of rehiring such junior Employee, the Foreman must base his decision on grounds of reason and equity. In the event of any departure from the seniority principle above enunciated, the senior Employee in whose place a more junior Employee has been rehired shall have the right to lodge a complaint under the provisions of article 7 hereof.-

- (i) In the event of an increase in the number of Employees in any operation, the Company shall be entitled to transfer any Employee to such operation provided that he has as much length of service as any former Employee entitled to be recalled to such operation.-
- (j) In the event that it is necessary to rehire Employees in any operation, the following order of rehiring shall be adopted:-
  - 1 Former Employees engaged in such operation in their respective departments on the basis of length of service.-
  - 2. Other Employees previously experienced in the same or similar operation based on length of service, ability providing.-

15. TRANSFERS AND PROMOTIONS:

- (a) When an Employee is transferred from one division or shop to another for any reason, there shall be no loss of length of service nor shall he lose his seniority standing in the previous division or shop, nor shall the Employee's accumulated seniority in his former division or shop be placed to his standing until one year has elapsed in his new division or shop.-
- (b) An Employee with seniority, who believes he is qualified for more desirable work in his own shop, must first discuss the matter with his own Foreman and he shall have the right, in his own department, to receive promotion whenever a vacancy occurs in that department provided that if after a reasonable lapse of time ( not exceeding thirty (30) working days.) an Employee so promoted fails to perform satisfactorily the duties of the position to which he has been promoted, the Company may remove him from such position and return him to his former or an equivalent position.-
- (c) An Employee called upon to perform higher rated operations than his own, must be paid according to the rate established for those operations.-

16. PAY PERIOD:

- (a) 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.-
- (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 night at the same hour.-

17. VACATION WITH PAY.

- (a) Employees attaining at least twelve (12) months service prior to May 1st in any year, shall be entitled to one (1) week's vacation with pay at two percent (2%) of the wages earned during the period of service entitling the Employee to his vacation ( May 1st April 30th.)
- (b) Employees attaining at least five (5) years service prior to May 1st in any year shall receive two (2) weeks' vacation with pay at four percent (4%) of the wages earned during the last year ( May 1st April 30th) of the period of service entitling the Employee to his vacation.-
- (c) Employees attaining at least 20 (twenty) <sup>years</sup> service prior to May 1st in any year shall receive three (3) weeks( vacation with pay at six percent (6%) of the wages earned during the last year (May 1st April 30th ) of the period of service entitling the Employee to his vacation.-
- (d) 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 not later than May the 1st.-

18. RECOGNIZED HOLIDAYS.

- (a) New Years' Day, Good Friday, May 24th June 24th Dominion Day, Labor Day Thanksgiving Day and Christmas Day shall be observed as holidays and any Employees working on such holidays shall be paid double time. All Sundays shall be observed as Holidays from 12 O'clock midnight on Saturday until 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 Sunday it shall be considered as falling on Monday and overtime shall be computed accordingly.-
- (b) New Year's Day, Good Friday, May 24th June 24th Dominion Day, Labor Day Thanksgiving Day and Christmas Day shall be observed as holidays with pay at the Employee's hourly base rate per "Schedule "A" plus the extra .34 cents per hour referred to in Section 10 Clauses "A" and "B" of this Agreement providing that the Employee has worked the required number of hours on the working day preceding and the working day following any such day.- Any Employee who works on any one of these eight (8) holidays with pay shall be paid double time and have a day off with pay in the following week.-  
If the Holidays falls on Saturday eligible Employees shall receive holiday pay provided they have worked the last preceding scheduled work day within the work week in which the holiday falls, and the next succeeding work in the following work week.
- (c) Any Employee working on one of the days mentioned in sub-section "A" or "B" of this section shall be entitled to one-half (1/2) hour for lunch for which he shall be paid provided he has completed four (4) hours of work on that day.

19. POSTING OF UNION NOTICES.

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 such Notices shall be subject to Management approval. Notices by Management affecting the working conditions of welfare of employees will be submitted to the Executive of the Union before posting. All Notices must be posted by both parties bilingually.-

20. 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.-

21. INSURANCE.

Effective at the earliest possible date consistent with the attendant problems in the issuance and completion of application forms and necessary arrangements between the Company and Insurance Carrier from an over-all Montreal viewpoint, the Company will arrange Life Insurance and additional sickness, accident and hospitalization coverage for each individual Employee, without cost to the Employee, which will include benefits as appear in the Schedule immediately following this paragraph.

Coincidental to this coverage, each Employee will be given the opportunity through the medium of payroll deduction at the same rates as now paid to purchase additional hospitalization coverage for his Wife and Minor Dependantes, as also appears in the attached Schedule.-

EMPLOYEE'S COVERAGE.

LIFE INSURANCE	\$1,250.00	
WEEKLY ACCIDENT AND SICKNESS BENEFITS, PERIOD of 13 weeks.	20.00	week
(Starts 1st day of accident and 8th day of sickness.		ENTIRE COST TO BE BORNE BY COMPANY.
DAILY HOSPITAL BENEFITS. PERIOD of 31 DAYS.	5.00	
HOSPITAL EXPENSES, MAXIMUM	25.00	
SURGICAL OPERATION MAXIMUM	150.00	

DEPENDENTS.  
WIFE CHILDREN OR BOTH .

DAILY HOSPITAL BENEFITS.	\$ 4.00	TO BE PAID BY EMPLOYEE THROUGH PAYROLL DEDUCTION.
HOSPITAL EXPENSES, MAXIMUM	25.00	
SURGICAL OPERATION, MAXIMUM includes pregnancy.	150.00	

The coverage under the new program above referred to will not become, effective or control until all details have been completed by the individual Employee and he receives formal advice and / or policy from the Insurance Carrier.-

PART 11 - PRODUCTION INCENTIVE SYSTEM.

IT IS HEREBY AGREED AS FOLLOWS:-

1. That the present production incentive system, principles and procedures hereinafter referred to shall be incorporated, embodied and merged into the within contractual obligation between the Parties and shall remain in force and effect during its term.-  
The Incentive System, as covered by this Part 11 of the within AGREEMENT, shall embrace only hourly rated Employees except GUARDS.
11. The functional and primary basis and controls of the Plan are two-fold.
  - (a) The agreed - to direct labor costs will control and be inviolate throughout the life of the contract except as provided in Paragraph V of this Part 11.-
  - (b) The necessary objective of reducing Plant overhead costs to a stated maximum overhead figure, which is to be held confidential and is specifically covered by an interchange of correspondence on event date herewith between the Company and the President of Local 4589, United Steelworkers of America, C.I.O. is by this reference made a part of the within AGREEMENT. It is understood and agreed that the Union - Management Committee's negotiations pertaining to indirect labor and other indirect expenses are limited to such accounts as involve labor, shop hourly rates Employees equipment or consumption of Material and Supplies in Overhead Accounts used in the Shops which are normally of primary concern to the Union or its Members for example, accounts 35, 36, 38, 41 42 43 45A 51, 61 and 63.-

111. Under Item 11 (a) it is agreed that the controlling competitive direct labor figures for the Company's major products are as follows:-

PRODUCTS.

660 HP. STANDARD SWITCHER.  
1000 HP. STANDARD SWITCHER.  
1000 HP ROAD SWITCHER.  
1600 HP ROAD SWITCHER.  
1600 HP "A" UNIT  
1600 HP "B" UNIT

TOTAL DIRECT LABOR FIGURE

(Note: Figures not shown,)

The actual figures, which are held confidential, are specifically covered by an interchange of correspondence referred to under Item 11 above, between the Company and the President of Local 4589 United Steelworkers of America, CIO which by this reference is made a part of the within AGREEMENT. Only respective total labor figures are shown. These figures have been broken down for each Department in the Plant and adjusted by the percentage necessary to meet the competitive figures reflected above. These adjusted figures will control in the respective Departments for all operations and components. The over-all total competitive labor costs per type of locomotive as shown above shall in no event be exceeded.-

IV.- Under Item 11 (b) it is agreed that the new instituted account allowances for each respective shop shall control and be inviolate throughout the term of this AGREEMENT. However, notwithstanding this limitation and in the event of unusual situations, such as a change in Plant facilities, operating conditions, such allowances may nevertheless be subject to negotiation by the Union - management COMMITTEE.-

V. All controlling labor prices, overhead allowances etc. as established will not be changed during the term of this AGREEMENT except where less work results from alterations in design of parts, assemblies or sub-assemblies or deletions thereof, or installation of new equipment, tools or fixtures or changes in manufacturing procedures. In such cases, new prices and / or allowance will be established in accordance with new price procedure, section IX hereof.-

VI (a) Day work and piece work Employees affiliated with production Shops, and those who afterward may become affiliated will be paid only from the Pool earnings consisting of piece-work labor and allowances, for their respective Shops.-

(b) Day work Employees of the Service and so-called Day Work Departments not affiliated with production Shops shall receive incentive payment based upon the weighted current experience under the incentive Plan, computed on the basis of the previous week Production Shops ' earning percentage.-

(c) Effective as of the date of the signing of this AGREEMENT, all day workers incentive earnings will be governed by the medium of percentage earned by piece workers as reflected in the following Schedule:-

<u>When piece workers are paid the following percentage over base rate.</u>	<u>Day workers will receive the following percentage over base rate.</u>
15%	5%
18%	6%
21%	7%
24%	8%
27%	9%
30%	10%

and continuing at the rate of one percent (1%) for day workers for each three percent (3%) of piece workers.-

VII Workers in the Production Shops are provided incentives. They share the total labor payments in their Shops according to their base rates and hours worked. Any increase in production per man-hour, thereby producing more units and adding more money to the total group earnings, adds to the pay of the Workers. There is no ceiling on earning opportunity for productive effort, also, the fixed allowances for controllable accounts offer an incentive to operate under a fixed amount of money and encourage the men to work together interchangeably as a co-operative group without regard to occupational classification on all work in their Shop.

Day Workers in the Service Shops, by servicing facilities etc., aid Workers in Production Shops in building up their total earnings. Therefore, every service they can extend through flexibility and by working together as a co-operative group.- to increase the production shops' percentage will, likewise, equally increase their own incentive pay.-

VIII The production Incentive Plan will be administered through the medium of a 4-man Management Committee. This Committee, will consist of the President and one other duly appointed representative of the Union and two Members appointed by Management one of whom shall be designated by Management as the Chairman of such Committee. The Incentive System will be administered through the medium of agreement reached in this Committee and all important matters negotiated by the Union - Management committee shall be reduced to writing and signed by the Committee Members and will evidence a running record of the system's development and questions pertaining to the proper

VIII. CONTINUED.

functioning of the plan. Any Agreement reached and reduced to writing shall not be inconsistent with the basic principles or with the provisions of this Agreement.

Where problems before the Committee cannot be settled by an immediate decision, the Committee Members may elect to seek further advice or counsel. In case of disagreement, the Management Chairman shall make the decision and the matter may be subject to grievance procedure.-

When the Plant is in operation, the time spent by the two Union Representatives above referred to, in administrative hours worked at the Plant in connection with the Committee's activity shall be paid for by the Company. They will be paid at their base rate, plus weekly productive percentage bonus as will be progressively reflected in the Departments to which they are normally assigned. The two Union Members of the Committee also shall conform to the rules regulating normal hours of work. Overtime as may be required in administrative work at the Plant must be approved and authorized by a designated representative of Management.-

- IX. It is agreed that piece-work prices for all New production and additions, including newly designed chassis and components, will be negotiated, using comparable existing adjusted piece-work prices where applicable. Labor figures must be negotiated agreed to and signed by Union Representative, Foreman and Planning & Wage Rate Department before changes are made in piece-work schedules except as herein provided.-

LX. CONTINUED.

Where comparable adjusted piece-work prices do not exist, NEW piece-work prices will be established on a basis that a piece-worker or gang incentive Group will be able to earn by normal applied effort under normal conditions, a yield, of 20% over evaluated base rate. The establishment of new piece-work prices on this basis shall in no way be constructed as a curb or limitation of an Employee's productive effort or as establishing a ceiling on incentive piece-work earnings. It is further agreed that this principle shall not be constructed as establishing a minimum guaranty of piece-work earnings.-

If a disagreement in negotiating a price in any Department should exist after through study and observation by the Foreman, Union Representative and Planning ' Wage Rate Department Representative, it shall be referred to the Union- Management Committee. Union and Company Members of that Committee shall negotiate in an endeavor to resolve the disagreement and settle the price acceptable to all concerned. In case of absolute disagreement of Union- Management Committee, the procedure for establishing prices, as enumerated above, will then be instituted and a price schedule to the Shop. The piece-worker and / or gang incentive group will be allowed this price, and the matter may be subject to grievance procedure.-

X In arriving at the piece-work labor payment due in Production Shops which goes to make up a part of the respective shop's pool, two methods will be used.-

(a) INVENTORY METHOD, whereby in process is determined at the end of each pay period, which total thereupon becomes a part of the gross pool. The "Inventory Method" will prevail and continue to be used throughout the term of this instrument in the

DIESEL LOCOMOTIVE ERECTING SHOP  
BOILER AND OIL REFINERY SHOP  
PLATE FABRICATING SHOP  
PAINT SHOP.-

(b) COMPLETION PAYMENT METHOD, whereby authority for payment for piece-work is a ~~move~~ order signed by the Foreman and qualify inspector on the basis of completed sub-assemblies or parts, shall be effective throughout the term of this instrument in all other production Shops in the Plant, Because of existing recognized Incentive Plan provisions and full payment, work in process and backlog of incomplete production will be considered an asset of the Company and remain inviolate and not amenable to turn, in for payment throughout the term of this Agreement.-

At the expiration of the current contract, the then current work in process or backlog of incomplete production in the respective departments affected shall be the sole property of the Company; the Union on behalf of itself and Employees waives any and all right and claim thereto.-

In either method, all piece-work shall be done and / or completed in accordance with the applicable drawings and specifications, approved by the quality Inspector.-

X CONTINUED.

(b) To this total piece-work labor, computed by either method, will be added the monies accruing from the various allowance as set forth in Item IV This total will constitute the respective shop's pool from which all Employees of the Shop will be paid according to their base rate.

Group earnings may be entirely distributed to Employees or a portion may be set aside to establish an Employees' accrued payroll bank, this to be determined by the Union Committee. The establishment of Banks is strongly urged by the Company, to permit the equalization of pay during a week or period when fewer number of operations or completions are creditable for payment due to fluctuation of schedules, material supply, etc. When such banks are established, weekly payroll information, prepared by the Accounting Department for review by the Union Committee, will include amount of accrued payroll bank in each respective Department.-

XI It is further mutually agreed that the production incentive system as inaugurated and where expanded may be at a variance with certain phases of the basic contract ( part one (1) of the within instrument) and such variation will not be regarded as a contract violation on the part of the Company or Union, further that all provisions of the basic contract ( part 1 ) except as affected by the production Incentive System ( Part 11) shall remain in effect throughout the term hereof, it being further understood and agreed, however, that nothing herein contained abrogates Management's rights under paragraph 5 of the Basic Contract Part 1.-

( END OF PART 11. )

RENEWAL AND TERMINATION:

This entire Agreement, Parts 1 and 11, shall become effective on the 26th day of OCTOBER 1951 and shall remain in full force for one year and thereafter shall remain binding for further periods 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 oneyear period.-

STRIKES AND LOCKOUTS.

During the life of this entire Agreement, Parts 1 and 11, or while negotiations for a further Agreement are in progress, there shall be no Strike or Slowdown on the part of the Members of the Union nor any lockout on the part of the Company, until all the provisions of this Agreement have been exhausted.-

MONTREAL LOCOMOTIVE WORKS LTD.

W.N. TOWNSEND

L. TAYLOR

J. GLENN                      Witness.

Signed: 12/21/51

Montreal P.Q.-

UNITED STEELWORKERS OF AMERICA, C.I.O.  
LOCAL 4589.

CHARLES KENT

MAURICE GAGNON

STEWART KING

R. CORFIELD.

J.G. THOMPSON U.S.A. REP.,

Copie certifiée

United Steelworkers of America.

P.A. Viau secrétaire.-

APPENDIX A

<u>OCCUPATION.</u>			Base Rate	Min. rate paid.
APPRENTICES 10 1100 hours.	1st year	1st 6 mos	.50	.86
" 1100 hours - 2200 hours	1st year	2nd 6 mos	.53	.87
" 2200 hours 3300 hours	2nd year	1st 6 mos.	.55	.89
" 3300 hours 4400 hours	2nd year	2nd 6 mos	.58	.92
" 4400 hours 5500 hours	3rd year	1st 6 mos	.61	.95
" 5500 hours 6600 hours	3rd year	2nd 6 mos.	.65	.99
<hr/>				
<u>AIR TOOL OPERATORS.</u>				
CAULKER				
"	1st Class		.95	1.29
"	2nd Class		.90	1.24
CHIPPER				
"	1st Class		.95	1.29
"	2nd Class		.90	1.24
GRINDER				
"	1st Class		.95	1.29
"	2nd Class		.90	1.24
<hr/>				
<u>BLACK SMITH.</u>	1st Class		1.15	1.49
" "	2nd Class		1.05	1.39
" "	3rd Class		.95	1.29
<hr/>				
<u>BOILERMAKERS.</u>	1st Class		1.00	1.34
" "	2nd Class		.90	1.24
" "	3rd Class		.80	1.14
<hr/>				
<u>BOILTMAKER.</u>	1st Class		.85	1.19
<hr/>				
BRAKEMAN	1st Class		.85	1.19
<hr/>				
<u>BUCKER-UP.</u>	1st Class		.85	1.19

Base rate is issued for incentive calculation only:

MINIMUM RATES PAID include extra payment of .34 cent per hour referred to in ARTICLE 10 of current Contract but do not include incentive payments.

( Cont'd. on Sheet No. 2 )

APPENDIX A

<u>OCCUPATION.</u>	CLASS	<u>Sheet No. 2</u>	
		<u>Base Rate.</u>	<u>Base Rate.</u>
CARPENTER - SERVICE.	1st Class	1.05	1.39
" "	2nd Class	.95	1.29
" "	3rd Class	.85	1.19
<hr/>			
CARPENTER - SHOP.	1st Class	.95	1.29
" "	2nd Class	.90	1.24
" "	3rd Class	.85	1.19
<hr/>			
CHECKERS.	1st Class	.85	1.19
"	2nd Class	.75	1.09
<hr/>			
CRANE OPERATOR OVERHEAD.	1st Class	.95	1.29
" " "	2nd Class	.90	1.24
" " "	3rd Class	.85	1.19
<hr/>			
CRANE OPERATOR- LOCOMOTIVE.	1st Class	.95	1.29
<hr/>			
CRANE OPERATOR - AUTO CAR.	1st Class	.95	1.29
<hr/>			
ELECTRICIAN PROD.	1st Class	1.10	1.44
" "	1st Class	1.05	1.39
" "	2nd Class	1.00	1.34
" "	3rd Class	.90	1.24
<hr/>			
ENGINEER- LOCOMOTIVE.	1st Class	.95	1.29
<hr/>			
FITTER	1st Class	1.10	1.44
"	1st Class	1.05	1.39
"	2nd Class	1.00	1.34
"	3rd Class	.90	1.24

Base rate is used for incentive calculation only.  
 Minimum rates paid include extra payment of .34 cent per hour referred to  
 in Article 10 of current contract but do not include incentive payment.-

(Cont'd. on Sheet No. 3)

APPENDIX A

OCCUPATION.	class	Base	Min.
		Rate	Rate
			Paid
FLANGER - HAND	1st Class	.85	1.19
" "	2nd Class	.80	1.14
<hr/>			
GANG LEADER- NON PROD.	From 1.10	1.50	1.44 - 1.84
" " DIESEL & PLATE FAB.,		1.36	1.70
" " PAINT		1.36	1.70
" " MACHINE		1.25	1.59
<hr/>			
GAS BURNER.	1st Class	.95	1.29
" "	2nd Class	.85	1.19
<hr/>			
GUARDS.	1st Class	.75	1.09
<hr/>			
HAMMER DRIVER	1st Class	.85	1.19
" "	2nd Class	.75	1.09
<hr/>			
HAMMER SMITH.	1st Class	1.25	1.59
" "	2nd Class	1.15	1.49
" "	3rd Class	1.05	1.39
<hr/>			
HEATER	1st Class	.85	1.19
"	2nd Class	.75	1.09
<hr/>			
HEAT TREATER	1st Class	.95	1.29
" "	2nd Class	.85	1.19

Base rate is used Incentive calculation only.

Minimum rates paid include extra payment of .34 cents per hour referred to in Article 10 of Current Contract but do not include Incentive Payments.-

(Cont'd. on Sheet No. 4)

<b>X</b>	HELPER	1st Class	.75	1.09
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(Cont'd on Sheet No. 4)

APPENDIX A

OCCUPATION.

SHEET No. 4  
Base Min.  
Rate Rate  
Paid.

JITNEY DRIVER	1st Class	.85	1.19
<hr/>			
LABOURERS	1st Class	.75	1.09
<hr/>			
LAYER- OUT.	1st Class	1.10	1.44
" "	2nd Class	1.00	1.34
" "	3rd Class	.90	1.24

MACHINE OPERATORS.

ENG LATHE	1st Class	1.05	1.39
" "	2nd Class	.95	1.29
HOR TURRET LATHE	1st Class	1.00	1.34
" " "	2nd Class	.90	1.24
VER TURRET LATHE (Bullard Hypo)	1st Class	1.00	1.34
" " " " "	2nd Class	.90	1.24
HOR BORING BAKER	1st Class	1.00	1.34
" " "	2nd Class	.90	1.24
VER BORING BAKER.	1st Class	1.00	1.34
" " "	2nd Class	.90	1.24
TIRE BORING & WHEELS.	1st Class	.95	1.29
" " "	2nd Class	.85	1.19
SLOTTER	1st Class	1.00	1.34
"	2nd Class	.90	1.24
PLANER	1st Class	1.00	1.34
"	2nd Class	.90	1.24
MILLING HOR.,	1st Class	1.00	1.34
" "	2nd Class	.90	1.24
GRINDERS ( Cylindrical)	1st Class	1.00	1.34

Base rate is used for Incentive Calculation only.

Minimum rates paid include extra payment of .34 cents per hour referred to in Article 10 of current contract but do not include Incentive Payments.-

( Cont'd on Sheet No. 5)

APPENDIX A

Sheet No. 5

		Base Rate	Min. Paid Rate.
GRINDER ( SURFACE LINK & OTHERS.)	1st Class	.95	1.29
" " " "	2nd Class	.85	1.19
DRILLS	1st Class	.90	1.24
"	2nd Class	.80	1.14
SAWS	1st Class	.90	1.24
QUARTERING	1st Class	1.00	1.34
BUFFERS	1st Class	.80	1.14
SHAPERS ( Ver.)	1st Class	1.00	1.34
" "	2nd Class	.90	1.24
SHAPERS ( Hor.)	1st Class	.95	1.29
" "	2nd Class	.90	1.24
SHEAR OPERATOR	1st Class	.90	1.24
" "	2nd Class	.80	1.14
PRESS OPERATOR	1st Class	.90	1.24
" "	2nd Class	.80	1.14
PUNCH OPERATOR	1st Class	.90	1.24
" "	2nd Class	.80	1.14
ROLL OPERATOR	1st Class	.90	1.24
" "	2nd Class	.80	1.14
PIPE THREADING	1st Class	.90	1.24
SPOT WELDING MACH.	1st Class	.85	1.19
MACHINIST " TEST ROOM"	1st Class	1.10	1.44
X-RAY MACHINE OPERATOR	1st Class	1.05	1.39
<hr/>			
MAINTENANCE ELECTRICIAN	1st Class	1.20	1.54
" "	2nd Class	1.15	1.49
<hr/>			
MAINTENANCE FITTER.	1st Class	1.15	1.49
" "	1st Class	1.10	1.44
" "	2nd Class	1.00	1.34

BASE RATE is used for incentive calculation only.

Minimum rates paid include extra payment of .34 cents per hour referred to in Article 10 of current contract but do not include incentive payments.-

CONT'D ON SHEET NO. 6.

## APPENDIX A

SHEET NO. 6

OCCUPATION.	CLASS	BASE RATE	MIN. PAID RATE
MAINTENANCE HANDYMAN	1st Class	.85	1.19
MAINTENANCE PIPE FITTER.	1st Class	1.15	1.49
" "	1st Class	1.10	1.44
" "	2nd Class	1.00	1.34
MAKER OFF	1st Class	.85	1.19
MATERIAL CHASER.	1st Class	.95	1.29
" "	2nd Class	.90	1.24
" "	3rd Class	.85	1.19
MILLWRIGHT & RIGGER.	1st Class	1.10	1.44
" "	1st Class	1.05	1.39
" "	2nd Class	1.00	1.34
" "	3rd Class	.90	1.24
MOTOR MECHANIC	1st Class	1.15	1.49
OILER	1st Class	.85	1.19
	2nd Class	.80	1.14
PAINTER	1st Class	1.05	1.39
"	2nd Class	.95	1.29
"	3rd Class	.90	1.24
"	3rd Class	.85	1.19
"			
PIPE FITTER PROD.	1st Class	1.10	1.44
" " "	1st Class	1.05	1.39
" " "	2nd Class	1.00	1.34
" " "	3rd Class	.90	1.24

Base Rate is used for incentive calculation only.-

Minimum rates paid include extra payment of .34 cents per hour referred to in article 10 of current contract but do not include incentive payments.-

Cont'd on Sheet No. 7.-

APPENDIX "A"

OCCUPATION.	CLASS	SHEET NO. 7.	
		Base Rate	Min. Rate Paid.
RIVETTER ( AIR )	1st Class	.95	1.29
RIVETTER ( HYDRAULIC.)	1st class	.95	1.29
RIVET HEATER	1st Class	.85	1.19
SANDBLASTER	1st Class	1.00	1.34
SLINGERS.	1st Class	.85	1.19
"	2nd Class	.80	1.14
"	2nd Class	.75	1.09
STOREMAN	1st Class	.95	1.29
"	2nd Class	.90	1.24
"	3rd Class	.85	1.19
TINSMITH.	1st Class	1.10	1.44
"	1st Class	1.05	1.39
"	2nd Class	1.00	1.34
"	3rd Class	.90	1.24
TOOL & DIE MAKER.	1st Class	1.25	1.59
" "	2nd Class	1.15	1.49
" "	3rd Class	1.05	1.39
TOOL DISTRIBUTOR.	1st Class	.95	1.29
" "	2nd Class	.85	1.19
TRACK MAN	1st Class	.80	1.14
" "	2nd Class	.75	1.09
TRACTOR Driver	1st Class	.85	1.19
" "	2nd Class	.75	1.09

Base Rate is used for incentive calculation only.  
 Minimum rates paid include extra payment of .34 cents per hour referred to  
 in article 10 of current contract but do not include incentive payments.-

Cont'd on Sheet No. 8.-

APPENDIX A.

SHEET NO. 8.

<u>Occupation.</u>	<u>Class</u>	<u>Base Rate</u>	<u>Min. Rate Paid.</u>
TRUCK DRIVER	1st Class	.90	1.24
" "	2nd Class	.85	1.19
WELDER	1st Class	1.05	1.39
	2nd Class	.95	1.29
1st Year ELECTRICIAN APPRENTICE B.T.C. 40%	1.50	.60	.94
2nd Year "	" " 50%	.75	1.09
3rd Year "	" " 60%	.90	1.24
4th year "	" " 75%	1.13	1.47

Base rate is used for incentive calculation only.-

Minimum rates paid include extra payment of .34 cents per hour referred to in Article 10 of current contract but do not include incentive payments.-

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AGREEMENT BETWEEN

MONTREAL LOCOMOTIVE WORKS, LIMITED  
5781 Notre Dame St. E., Montreal, Que  
and

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA  
Headquarter Local- Montreal, Que

I. THE PARTIES TO THIS AGREEMENT

(a) The parties to this agreement shall be:

The Montreal Locomotive Works, Limited ( herein called the "Company")

(b) <sup>and</sup> The National Union of Operating Engineers (herein called the "Union")

2. RECOGNITION

The "Company hereby recognizes that the National Union of Operating Engineers of Canada has been duly certified for those hourly rated employees employed as stationary engineers, firemen and helpers, excepting foremen, in the steam power plant of the "Company"

3. WAGES, WORKING HOURS AND CONDITIONS OF EMPLOYMENT

(a) The wage rates agreed upon are:

<u>OCCUPATION</u>	<u>RATES</u>
Assistant Chief Engineman	\$1.58 per hour
Second-Class A.B. Shift Engineman	1.48 " "
Third-class A.B. Shift Engineman	1.38 " "
Fourth-class A.B. Engineman	1.28 " "
Helpers classed as unlicensed firemen	1.13 " "
Heating System Enginemen	1.28 " "
Gas Plant Operator	1.28 " "
Hydraulic pump operators	1.28 " "

WAGES, WORKING HOURS AND CONDITIONS OF EMPLOYMENT (cont'd)

- (b) The employee shall be paid during normal working hours and in the plant of the "Company"
- (c) Forty-eight hours shall constitute the work week consisting of 6 days of eight working hours each. Each employee shall be entitled to one day of rest per calendar week.
- (d) Time and one-half of the regular hourly rates will be paid for any hours worked in excess of eight hours per day. After an employee has worked three (3) hours overtime on his scheduled shift, any hours worked thereafter on that shift shall be paid for at the rate of double time. Any employee who has worked his scheduled shift and is called back to work after <sup>leaving</sup> ~~leaving~~ the plant shall receive a minimum of three (3) hours pay at time and one-half.
- (e) Any employee required to work on his regular day of rest shall be paid at double time of his regular hourly rate, except in the case where his <sup>schedu-</sup> ~~schedu-~~ led day of rest falls on a statutory holiday, in which case he shall be paid in accordance with the provisions of paragraph 4.
- (f) A lunch period occurring in the middle of each shift shall be allowed all aforementioned employees and shall be considered as period of work, <sup>providing</sup> ~~providing~~ the employee remains on duty during the said lunch period.
- (g) A premium of 7¢ per hour shall be paid for all work done by night shift. A night shift shall consist of any regular shift which starts after 3:00 P and before 6:00 A.M.

4. STATUTORY HOLIDAYS

- (a) New Year's Day, Good Friday, 24th of May, 24th of June, Dominion Day, Labour Day, Thanksgiving Day and Christmas Day shall be recognised as holidays with pay on all employees covered by this agreement, who have worked required number of hours on the working day preceding and working day following any such day.

STATUTORY HOLIDAYS (cont'd)

and have had three month's service with the "Company", shall be paid for eight hours at their regular hourly rate.

- (b) Where the employee's scheduled shift falls on a statutory holiday, he shall be paid at the rate of double time for any and all hours worked on such days, in addition to holiday pay as previously specified in paragraph (a) of this clause, but if the employee fails to work the required number of hours on his scheduled shift on a statutory holiday, he shall not be entitled to the benefits of paragraph (a) and (b) of this clause.

5. DEDUCTIONS

No deductions from wages, except those required by law, shall be made, except with the written <sup>consent</sup> of the employee, and <sup>then</sup> with the approval of the "Company".

6. CLASSIFICATION OF PLANT

- (a) The plant in question shall be considered as a first-class A.B. plant, with a first-class A.B. engineer in charge.
- (b) With an assistant chief engineer holding a certificate of not lower than the second-class A.B. category.
- (c) Shift engineers shall be holders of not lower than second-class A.B. certificate.
- (d) Boiler Room fireman shall be holders of not lower than fourth-class A.B. certificate.
- (e) Helpers to be considered and classed as unlicensed fireman.
- (f) Heating systems engineers shall be holders of fourth-class A.B. certificate, under direct supervision of the shift engineers.

7. VACATIONS WITH PAY

- (a) Employees attaining at least twelve (12) months service prior to May 1st in any year shall be entitled to one (1) week's vacation with pay at two percent (2%) of the wages earned during the period of service entitling the employee to his vacation (May 1st-April 30th ).
- (b) Employees attaining at least five (5) years service prior to May 1st in any year shall receive two (2) weeks's vacation with pay at four percent (4%) of the wages earned during the last year (May 1st-April 30th) of the period of service entitling the employee to his vacation.
- (c) Employees attaining at least twenty (20) years' service prior to May 1st in any year shall receive three (3) weeks ' vacation with pay at six percent (6%) of the wages earned during the last year (May 1st - April 30th) of the period of service entitling the employee to his vacation.
- (d) 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 not later than May 1st.
- (e) When a statutory holiday falls while an employee is on vacation, such employee shall in addition be entitled to the holiday pay specified in paragraph (a) of clause 4.

(8.) MANAGEMENT

The Management of the work reserves the right to hire, suspend, or discharge for proper causes, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the "Company" provided that this right will

MANAGEMENT (cont'd)

not be used for the purpose or purposes of discrimination against any member of the "Union",

9. SAFETY AND HEALTH

The "Company" shall continue to 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 employees, the same will be supplied by the "Company".

10. COMMITTEE OF THE UNION

The "Company" shall be notified in writing of the names of the members of a Committee appointed by the "Union" to discuss with the "Company" any matters or grievances arising out of the operation of this agreement, and also of any changes that may take place from time to time in such Committee. All members of the Committee shall be employees of the "Company" and, if they are required to leave their jobs for the performance of their duties as members of the Committee, they shall obtain leave from the chief engineer before doing so.

11. SETTLEMENT OF DISPUTES

Any disputes arising out of this agreement, or any grievance or misunderstanding which any employee, or group of employees, covered by this agreement may desire to discuss, or adjust with the "Company", shall be handled as follows

- (a) The employee concerned may take the matter directly to the chief engineer alone, or accompanied by a member of the Committee.

SETTLEMENT OF DISPUTES (cont'd)

- (b) If a settlement is still not reached, the employee shall report the matter to the Committee of the "Union" in writing and the Committee shall discuss the matter with the Manager.
- (c) All decisions arrived at between the "Company" and the Committee shall be final and binding upon the "Company" the Committee and the employee, or group of employees concerned.
- (d) Matters to be dealt with under the forgoing provisions of this paragraph shall normally be discussed during working hours.

12. ARBITRATION

In the event that no agreement is reached through the procedure set forth in paragraph II hereof, the parties will endeavour to effect a settlement through some agreed method of arbitration, but failing such an agreement as to arbitration, then either party shall have the right to apply for a Board of Conciliation under the Quebec Trades Dispute Act (S.R.Q.) 1941, Chapter 168).

13. SENIORITY

(a) In all cases of lay-off or increase of staff, the factors of length of service, ability, skill and experience shall be considered, when, in the opinion of the "Company" other factors are relatively equal, length of service shall govern. This rule shall apply only to employees who have completed at least six (6) months of continuous service

'14) Seniority rights so established by mutual understanding between the parties hereto shall be respected at all times.

14. CO-OPERATION

During the term of this agreement, the "Company" agrees that there shall be no lockout, and the "Union" agrees that there shall be no slowdown, strike, or other stoppage or interference with work, until all of the provisions of this agreement have been exhausted.

15. DISCRIMINATION

There shall be no discrimination, interference, restraint or coercion by the "Company" or any of its agents against any employee because of membership in the "Union" and the "Union" will not coerce employees into membership nor shall it solicit membership or distribute propaganda, or transact any other business of the "Union" on the "Company's" time, other than as provided in this agreement.

No Union meeting shall be held, nor Union notice distributed or posted on the "Company's" property, which has not been approved by the Management. A notice board for approved Union notices will be provided by the "Company".

16. INSURANCE

Effective at the <sup>earliest</sup> ~~earliest~~ possible date consistent with the attendant problems in the issuance and completion of application forms and necessary arrangements between the Company and Insurance Carrier from an over-all Montreal viewpoint, the Company will arrange life insurance and additional sickness, accident and hospitalisation coverage for each individual employee, without cost to the employee, which will include benefits as appear in the schedule immediately following this paragraph. Coincidental

**INSURANCE (cont'd)**

to this coverage, each employee will be given the opportunity through the medium of payroll deduction at the same rates as now paid, to purchase additional hospitalization coverage for his wife and minor dependents, as also appears in the following schedules:

Employee's Coverage

Life Insurance.....	\$1,250.00 )	
Weekly accident and sickness benefits, period of 13 weeks (including pregnancy).....	\$20.00 )	Entire cost to be borne by Company
(Starts 1st day of accident and 8th day of sickness)		
Daily hospital benefits, period of 31 days.....	\$5.00 )	
Hospital expenses, maximum.....	\$25.00 )	
Surgical operation maximum.....	\$150.00 )	

Dependents

(Wife, Children or both)

Daily hospital benefits.....	\$4.00 )	To be paid by employee through payroll deducti
Hospital benefits.....	\$25.00 )	
Surgical operation, maximum..... (Include pregnancy)	\$150.00 )	

The coverage under the new program above referred to will not become effective or control until all details have been completed by the individual employee and he receives formal advice and/ or policy from the Insurance Carrier.

17.- APPROVAL AND TERMINATION

This agreement shall become effective on the first day of November, 1951, and shall remain in force for one year from such date and thereafter from year, to year, unless either party gives notice by writing to the other party within a delay which shall not be more than sixty (60) days, nor less than thirty (30) days, prior to the expiration of each period, of its intention to terminate the agreement, or seek amendments, to same, and the latter case, the present agreement shall remain in force until the next agreement is duly period.

18.- SENIORITY

(a) It is understood and agreed by the parties hereto that the "Company" will hire its requirements of stationary engineers through the "Union" and the "Union" agrees to supply the required person or persons within seven (7) days of request.

(b) Should the "Union" fail to supply the required personal within seven (7) days, then the "Company" will have full liberty to hire in the open field.

19. NOTICE

Any notice required to be sent to the "Union" hereunder shall be effectively given when posted to:

National Union of Operating Engineers of Canada  
Headquarter Local, Montreal, Quebec  
Room 10, Monument National,  
1182, St. LAWRENCE Blvd.  
Montreal, Quebec

and any notices required to be given to the "Company" shall be

NOTICE (cont'd)

effectively given when mailed to:

Montreal Locomotive Works, Limited,  
5781 Notre Dame Street, East,  
Montreal, Quebec.

IN WITNESS WHEREOF the parties have signed this agreement at the City  
of Montreal, under effective date of the first of November, one thousand  
nine hundred and fifty-one.

MONTREAL LOCOMOTIVE WORKS LIMITED

\_\_\_\_\_  
G. TAYLOR

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA

\_\_\_\_\_  
\_\_\_\_\_  
P. DESBUREAULT

Date: 12/21/51

AGREEMENT

BETWEEN: Montreal Locomotive Works, Limited  
5781 Notre Dame St., East, Montreal, Que.

AND: National Union of Operating Engineers of Canada  
Headquarter Local - Montreal, Que.

1. THE PARTIES TO THIS AGREEMENT.

a) The parties to this agreement shall be:  
The Montreal Locomotive Works, Limited (herein called the "Company").

AND:

b) The National Union of Operating Engineers (herein called the "Union")

2. RECOGNITION:

The "Company" hereby recognizes that the National Union of Operating of Canada has been duly certified for those hourly rated employees employed as stationary enginemen, firemen and helpers, excepting foremen, in the steam power plant of the "Company".

3. WAGES, WORKING HOURS AND CONDITIONS OF EMPLOYMENT:

a) The wage rates agreed upon are:

<u>OCCUPATION:</u>	<u>RATES:</u>
Assistant Chief Enginemen	\$1.43 per hour
Second-class A.B. Shift Enginemen	1.33 " "
Third-class A.B. Shift Enginemen	1.23 " "
Fourth-class A.B. Enginemen	1.13 " "
Helpers classes as unlicensed firemen	.98 " "
Heating System Enginemen	1.13 " "
Gas Plant Operators	1.13 " "
Hydraulic Pump Operators	1.13 " "
	.....

continued.

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3. WAGES, WORKING HOURS AND CONDITIONS OF EMPLOYMENT - continued:

- b) The employees shall be paid during normal working hours and in the plant of the "Company".
- c) Forty-eight hours shall constitute the work week consisting of 6 days of eight working hours each. Each employee shall be entitled to one day of rest per calendar week.
- d) Time and one-half of the regular hourly rates will be paid for any hours worked in excess of eight hours per day. After an employee has worked three (3) hours overtime on his scheduled shift, any hours worked thereafter on that shift shall be paid for at the rate of double time. Any employee who has worked his scheduled shift and is called back to work after leaving the plant, shall receive a minimum of three (3) hours pay at time and one-half.
- e) Any employee required to work on his regular day of rest shall be paid at double time of his regular hourly rate, except in the case where his scheduled day of rest falls on a statutory holiday, in which case he shall be paid in accordance with the provisions of paragraph 4.
- f) A lunch period occurring in the middle of each shift shall be allowed all aforementioned employees and shall be considered as period of work, providing the employee remains on duty during the said lunch period.
- g) A premium of 5¢ per hour shall be paid for all work done by night shifts. A night shift shall consist of any regular shift which starts after 3.00 P.M. and before 6.00 A.M.

4. STATUTORY HOLIDAYS:

- a) New Year's Day, Good Friday, 24th of May, 24th of June, Dominion Day, Labour Day, Thanksgiving Day and Christmas Day shall be recognized as holidays with pay and all employees covered by this agreement, who have worked the required number of hours on the working day preceding and the working day following any such day, and

4. STATUTORY HOLIDAYS:- continued.

- a) has had three months' service with the "Company" shall be paid for eight hours at their regular hourly rate.
- b) Where the employee's scheduled shift falls on a statutory holiday, he shall be paid at the rate of double time for any and all hours worked on such days, in addition to holiday pay as previously specified in paragraph (a) of this clause, but if the employee fails to work the required number of hours on his scheduled shift on a statutory holiday, he shall not be entitled to the benefits of paragraphs (a) and (b) of this clause.

5. DEDUCTIONS:

No deductions from wages, except those required by law, shall be made, except with the written consent of the employee, and then with the approval of the "Company".

6. CLASSIFICATION OF PLANT:

- a) The plant in question shall be considered as a first-class A.B. plant, with a first-class A.B. engineer in charge.
- b) With an assistant chief engineer holding a certificate of not lower than the second-class A.B. category.
- c) Shift engineers shall be holders of not lower than second-class A.B. certificate.
- d) Boiler Room firemen shall be holders of not lower than fourth-class A.B. certificate.
- e) Helpers to be considered and classed as unlicensed firemen.
- f) Heating system engineers shall be holders of fourth-class A.B. certificates, under direct supervision of the shift engineers.

continued

7. VACATIONS WITH PAY:

- a) Employees attaining at least twelve (12) months' service prior to May 1st in any year shall be entitled to one (1) week's vacation with pay at two percent (2%) of the wages earned during the period of service entitling the employee to his vacation (May 1st - April 30th).
- b) Employees attaining at least five (5) years' service prior to May 1st in any year shall receive two (2) weeks' vacation with pay at four percent (4%) of the wages earned during the last year (May 1st - April 30th) of the period of service entitling the employee to his vacation.
- c) When a statutory holiday falls while an employee is on vacation, such employee shall in addition be entitled to the holiday pay specified in paragraph (a) of clause 4.

8. MANAGEMENT:

The Management of the work reserves the right to hire, suspend, or discharge for proper causes, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the "Company" , provided that this right will not be used for the purpose or purposes of discrimination against any member of the "Union".

9. SAFETY AND HEALTH:

The "Company" shall continue to 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 employees, the same will be supplied by the "Company".

continued

10. COMMITTEE OF THE UNION:

The "Company" shall be notified in writing of the names of the members of a Committee appointed by the "Union" to discuss with the "Company" any matters or grievances arising out of the operation of this Agreement, and also of any changes that may take place from time to time in such Committee. All members of the Committee shall be employees of the "Company" and, if they are required to leave their jobs for the performance of their duties as members of the Committee, they shall obtain leave from the chief engineer before doing so.

11. SETTLEMENT OF DISPUTES:

Any disputes arising out of this Agreement, or any grievance or misunderstanding which any employee, or group of employees, covered by this agreement may desire to discuss, or adjust with the "Company", shall be handled as follows:

- a) The employee concerned may take the matter directly to the chief engineer alone, or accompanied by a member of the Committee.
- b) If a settlement is still not reached, the employee shall report the matter to the Committee of the "Union" in writing and the Committee shall discuss the matter with the Manager.
- c) All decisions arrived at between the "Company" and the Committee shall be final and binding upon the "Company", the Committee and the employee, or group of employees concerned.
- d) Matters to be dealt with under the foregoing provisions of this paragraph shall normally be discussed during working hours.

continued.

12.

ARBITRATION:

In the event that no agreement is reached through the procedure set forth in paragraph 11 hereof, the parties will endeavour to effect a settlement through some agreed method of arbitration, but failing such an agreement as to arbitration, then either party shall have the right to apply for a Board of Conciliation under the Quebec Trades Dispute Act R.S.Q., 1941, Chapter 167).

13.

SENIORITY:

- a) In all cases of lay-off or increase of staff, the factors of length of service, ability, skill and experience shall be considered. When, in the opinion of the "Company", other factors are relatively equal, length of service shall govern. This rule shall apply only to employees who have completed at least six (6) months of continuous service.
- b) Seniority rights as established by mutual understanding between the parties hereto shall be respected at all times.

14.

CO-OPERATION:

During the term of this Agreement, the "Company" agrees that there shall be no lockout, and the "Union" agrees that there shall be no slow-down, strike, or other stoppage or interference with work, until all of the provisions of this Agreement have been exhausted.

15.

DISCRIMINATION:

There shall be no discrimination, interference, restraint or coercion by the "Company" or any of its agents against any employee because of membership in the "Union", and the "Union" will not coerce employees into membership nor shall it solicit membership, or distribute propaganda,

continued.

15. DISCRIMINATION - continued;

or transact any other business of the "Union" on the "Company's" time, other than as provided in this agreement.

No Union meeting shall be held, nor Union notice distributed or posted on the "Company's" property, which has not been approved by the management. A notice board for approved Union notices will be provided by the "Company".

16. APPROVAL AND TERMINATION:

This Agreement shall become effective on the first (1st) day of November, 1950, and shall remain in force for one year from such date and thereafter from year to year, unless either party gives notice by writing to the other party within a delay which shall not be more than sixty (60) days, nor less than thirty (30) days, prior to the expiration of each period, of its intention to terminate the agreement, or seek amendments to same, and, in the latter case, the present agreement shall remain in force until the next agreement is duly signed.

17. SECURITY:

- a) It is understood and agreed by the parties hereto that the "Company" will hire its requirements of stationary engineers through the "Union" and the "Union" agrees to supply the required person or persons within seven (7) days of request.
- b) Should the "Union" fail to supply the required personnel within seven (7) days, then the "Company" will have full liberty to hire in the open field.

continued.

18.

NOTICE:

Any notice required to be sent to the "Union" hereunder shall be effectively given when posted to:

National Union of Operating Engineers of Canada,  
Headquarter Local, Montreal, Quebec,  
Room 10, Monument National,  
1182, St, Lawrence Blvd.,  
Montreal, Quebec.

and any such notices required to be given to the "Company" shall be effectively given when mailed to:

Montreal Locomotive, Limited,  
5781 Notre Dame Street, East,  
Montreal, Quebec.

IN WITNESS WHEREOF the parties have signed this agreement at the City of Montreal, under effective date of the first of November, one thousand nine hundred and fifty.

MONTREAL LOCOMOTIVE WORKS, LIMITED.

D.W. CAMEON

L. TAYLOR

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA.

FRED. BAILEY

L.C. DANNACKER

DATE: 10/30/50.

P. DESSUREAULT

P. Dessureault.  
Business Agent.

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AGREEMENT

Between Montreal Locomotive Works Limited  
5781 Notre-Dame St. East. Montreal, Que.

and National Union of Operating Engineers of Canada  
Headquarter Local-Montreal, Que.

I. THE PARTIES TO THIS AGREEMENT

(a) The parties to this agreement shall be:-  
The Montreal Locomotive Works Limited (herein called  
the "Company").

and

(b) The National Union of Operating Engineers (herein  
called the "Union").

2. RECOGNITION

The "Company" hereby recognizes that the National Union  
of Operating Engineers of Canada has been duly certified  
for those hourly rated employees employed as stationary  
enginemen, firemen and helpers, excepting foremen, in  
the steam power plant of the "Company".

3. WAGES, WORKING HOURS AND CONDITIONS OF EMPLOYMENT

(a) The wage rates agreed upon are:-

<u>OCCUPATION</u>	<u>RATES</u>
Assistant Chief Engineman	\$1.35 per hour
Second class A.B. Shift Enginemen	\$1.25 per hour
Third-class A.B. Shift Enginemen	1.15 per hour
Fourth-class A.B. Enginemen	1.05 per hour
Helpers classed as unlicensed firemen	.90 per hour
Heating System Enginemen	1.05 per hour
Gas plant Operators	1.05 per hour
Hydraulic Pump Operators	1.05 per hour

(b) The employees shall be paid during normal working hours  
and in the plant of the "Company".

(c) Forty-eight hours shall constitute the work week consist-  
ing of 6 days of eight working hours each. Each employee  
shall be entitled to one day of rest per calendar week.

3. WAGES WORKING HOURS AND CONDITIONS OF EMPLOYMENT- Cont'd.

- (d) Time and one-half of the regular hourly rates will be paid for any hours worked in excess of eight hours per day. After an employee has worked three (3) hours overtime on his scheduled shift, any hours worked thereafter on that shift shall be paid for at the rate of double time. Any employee who has worked his scheduled shift and is called back to work after leaving the plant, shall receive a minimum of three (3) hours pay at time and one-half.
- (e) Any employee required to work on his regular day of rest shall be paid at double time of his regular hourly rate, except in the case where his scheduled day of rest falls on a statutory holiday, in which case he shall be paid in accordance with the provisions of paragraph 4.
- (f) A lunch period occurring in the middle of each shift shall be allowed all aforementioned employees and shall be considered as period of work, providing the employee remains on duty during the said lunch period.
- (g) A premium of 5¢ per hour shall be paid for all work done by night shifts.

A night shift shall consist of any regular shift which starts after 3.00 P.M. and before 6.00 A.M.

4. STATUTORY HOLIDAYS

- (a) New Year's Day, Good Friday, 24th day of May, 24th of June, Dominion Day, Labour Day, Thanksgiving Day and Christmas Day shall be recognized as holidays with pay and all employees covered by this agreement, who have worked the required number of hours on the working day preceding and the working day following any such day, and has had three months' service with the "Company" shall be paid for eight hours at their regular hourly rate.
- (b) Where the employee's scheduled shift falls on a statutory holiday, he shall be paid at the rate of double time for any and all hours worked on such days in addition to holiday pay as previously specified in paragraph (a) of this clause, but if the employee fails to work the required number of hours on his scheduled shift on a statutory holiday, he shall not be entitled to the benefits of paragraphs (a) and (b) of this clause.

5. DEDUCTIONS

No deductions from wages, except those required by law, shall be made, except with the written consent of the employee, and then with the approval of the "Company".

6. CLASSIFICATION OF PLANT

- (a) The plant in question shall be considered as a first-class A.B. plant, with a first-class A.B. engineer in charge.
- (b) With an assistant chief engineer holding a certificate of not lower than the second-class A.B. category.
- (c) Shift engineers shall be holders of not lower than second-class A.B. certificates.
- (d) Boiler Room firemen shall be holders of not lower than fourth class A.B. certificate.
- (e) Helpers to be considered and classed as unlicensed firemen.
- (f) Heating system engineers shall be holders of fourth-class

continued

A.B. certificates, under direct supervision of the shift engineers.

7.- VACATIONS WITH PAY

- (a) Employees attaining at least twelve (12) months' service prior to May 1st in any year shall be entitled to one (1) week's vacation with pay at two percent (2%) of the wages earned during the period of service entitling the employee to his vacation (May 1st April 30th).
- (b) Employees attaining at least five (5) years' service prior to May 1st in any year shall receive two (2) weeks' vacation with pay at four percent (4%) of the wages earned during the last year (May 1st, -April 30th) of the period of service entitling the employee to his vacation.
- (c) When a statutory holidays falls while an employee is on vacation such employee shall in addition be entitled to the holiday pay specified in paragraph (a) of clause 4.

8.- MANAGEMENT

The Management of the work reserves the right to hire, suspend, or discharge for proper causes, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the "Company" provided that this right will not be used for the purpose or purposes of discrimination against any members of the "Union".

9.- SAFETY AND HEALTH

The "Company" shall continue to 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 employees, the same will be supplied by the "Company".

10.- COMMITTEE OF THE UNION

The "Company" shall be notified in writing of the names of the members of a Committee appointed by the "Union" to discuss with the "Company" any matters or grievances arising out of the operation of this agreement, and also of any changes that may take place from time to time in such Committee. All members of the Committee shall be employees of the "Company" and, if they are required to leave their jobs for the performance of their duties as members of the Committee, they shall obtain leave from the chief engineer before doing so.

II. SETTLEMENT OF DISPUTES

Any disputes arising out of this agreement, or any grievance or misunderstanding which any employee, or group of employees, covered by this agreement may desire to discuss, or adjust with the "Company" shall be handled as follows:

- (a) The employee concerned may take the matter directly to the chief engineer alone, or accompanied by a member of the Committee.
- (b) If a settlement is still not reached, the employee shall report the matter to the Committee of the "Union" in writing and the Committee shall discuss the matter with the Manager.

continued

II. SETTLEMENT OF DISPUTES- continued

- (c) All decisions arrived at between the "Company" and the Committee shall be final and binding upon the "Company" the Committee and the employee, or group of employees concerned.
- (d) Matters to be dealt with under the foregoing provisions of this paragraph shall normally be discussed during working hours.

12. ARBITRATION

In the event that no agreement is reached through the procedure set forth in paragraph II hereof, the parties will endeavour to effect a settlement through some agreed method of arbitration, but failing such an agreement as to arbitration, then either party shall have the right to apply for a Board of Conciliation under the Quebec Trades Dispute Act (R.S.Q. 1941, chapter 167).

13. SENIORITY

- (a) In all cases of lay-off or increase, of staff, the factors of length of service, ability, skill and experience shall be considered. When, in the opinion of the "Company" other factors are relatively equal, length of service shall govern. This rule shall apply only to employees who have completed at least six (6) months of continuous service.
- (b) Seniority rights as established by mutual understanding between the parties hereto shall be respected at all times.

14. CO-OPERATION

During the term of this agreement, the "Company" agrees that there shall be no lockout, and the "Union" agrees that there shall be no slowdown, strike, or other stoppage or interference with work, until all ~~xxx~~ of the provisions of this agreement have been exhausted.

15. DISCRIMINATION

There shall be no discrimination, interference, restraint or coercion by the "Company" or any of its agents against any employee because of membership in the "Union", and the "Union" will not coerce employees into membership nor shall it solicit membership or distribute propaganda, or transact any other business of the "Union" on the "Company's" time, other than as provided in this agreement,

No. Union meeting shall be held, nor Union notice distributed or posted on the "Company's" property, which has not been approved by the Management. A notice board for approved Union notices will be provided by the "Company".

continued

16. APPROVAL AND TERMINATION

This agreement shall become effective on the first (1st) day of November, 1949, and shall remain in force for one year from such date and thereafter from year to year, unless either party gives notice by writing to the other party within a delay which shall not be more than sixty (60) days nor less than thirty (30) days prior to the expiration of each period, of its intention to terminate the agreement or seek amendments to same, and, in the latter case, the present agreement shall remain in force until the next agreement is duly signed.

17. SECURITY

- (a) It is understood and agreed by the parties hereto that the "Company" will hire its requirements of stationary engineers through the "Union" and the "Union" agrees to supply the required person or persons within seven (7) days of request.
- (b) Should the "Union" fail to supply the required personnel within seven (7) days, then the "Company" will have full liberty to hire in the open field.

18. NOTICE

Any notice required to be sent to the "Union" hereunder shall be effectively given when posted to:

National Union of Operating Engineers of Canada,  
Headquarter Local Montreal. Quebec.  
Room 10, Monument National,  
1182 St. Lawrence Blvd.,  
Montreal, Quebec.

and any such notices required to be given to the "Company" shall be effectively given when mailed to:

Montreal Locomotive Works, Limited,  
5781 Notre-Dame Street, East,  
MONTREAL. QUEBEC.

IN WITNESS WHEREOF the parties have signed this agreement at the city of Montreal, under effective date of the first of November, of Montreal nine hundred and forty-nine.

MONTREAL LOCOMOTIVE WORKS. LIMITED

A.M. Madeley  
A.C. Lawson

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA

L.C. Dannacker  
Alp. Lorrain

DATE: Dec. 22, 1949.

AGREEMENT BETWEEN

MONTREAL LOCOMOTIVE WORKS, LIMITED

AND

PATTERNMAKERS ASSOC. OF MONTREAL (CAN) & VICINITY

---

CLAUSE 1.- PARTIES TO THIS AGREEMENT

(a) The Parties to this Agreement shall be Montreal Locomotive Works, Limited hereinafter called the "Company" and

(b) Hourly rated Patternmakers (Wood) of the Company as represented solely by the Patternmakers Assoc. of Montreal (Can). and Vicinity (hereinafter called the "Union").

CLAUSE 2.- GENERAL PURPOSE

The general purpose of this Agreement is to provide for orderly collective bargaining in connection with matters contained herein and to further general good employer-employee relations.

CLAUSE 3.- 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. His days of vacation shall be consecutive.

(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-seven (47) hours at his hourly rate. 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 ninety-four (94) hours at his hourly rate. 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 <sup>date</sup> of the vacation period not less than sixty (60) days in advance of such specified vacation 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.

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CLAUSE 4. - VACATIONS WITH PAY- continued

(f) In the case of an employee being laid off before the vacation period; if he has less than five years' service up to time of lay-off, he shall be paid a vacation pay of 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<sup>o</sup> one (1) day per month worked since the last preceding May 1st. If the employee is laid off on or after the 15th day of any month, it shall be considered for the purpose of this clause that he shall receive a vacation pay as specified of one-half ( $\frac{1}{2}$ ) day, or one (1) day, as the case may be, for the month in which the lay-off occurred. 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.

CLAUSE 4.- DEDUCTIONS

Deductions from wages except those required by law shall be made only on the written authority of the employee.

CLAUSE 5.- WAGES AND WORKING HOURS

(a) The "Company" and the "Union" agree that a minimum rate for wood Patternmakers of \$1.35 per hour shall be paid.

(b) That forty-seven (47) hours shall constitute a standard work week. The standard work week comprises the following daily hours.

Monday to Friday.....7.30 a.m. till 12.00 noon  
12.30 p.m. till 4.30 p.m.

Saturday.....7.30 a.m. till 12.00 noon

CLAUSE 6.- OVERTIME

(a) Time and one-half shall be paid for the first three (3) hours worked after the regular quitting time.

(b) Overtime in excess of three (3) hours in any one day shall be paid at the rate of double time.

CLAUSE 7.- DOUBLE TIME

New Year's Day, Good Friday, May 24th, June 24th, Dominion Day, <sup>Labour Day</sup> Thanksgiving Day, Christmas Day, and all Sundays shall be observed as holidays from 5.30 a.m. on any such day to 5.30 a.m. on the next day, any employee working on any such holidays 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.

CLAUSE 8.- PAID STATUTORY HOLIDAYS

New Year's Day, Good Friday, June 24th, Labour Day and Christmas Day shall be holidays with pay, in accordance with the hours specified in Clause 5, 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' service with the Company prior to any such day. Any employee who works on one of these five holidays with pay shall be paid double time and shall have a day off with pay in the following week.

CLAUSE 9.- LAY-OFFS

The "Company" shall give a man at least two hours notice of lay-off due to shortage of work, which time may be used by the employee to sharpen his tools, preparatory to packing and leaving for another job.

CLAUSE 10.- SHOP CONDITIONS

A dust collector shall be standard equipment of all shops affected by this agreement and the "Company" and the "Union" shall co-operate in the matter of safety devices and precautions.

CLAUSE 11.- LEAVE OF ABSENCE

Any delegate or officers of the "Union" shall be allowed leave of absence without pay for the transaction of Union business.

CLAUSE 12.- NOTICE BOARD

The "Company" agrees to provide a notice board for the posting of "Union" Notices which have received the Company's approval.

CLAUSE 13.

Employees shall be paid during their regular working hours.

CLAUSE 14.- 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".

CLAUSE 15.- NEGOTIATION AND ARBITRATION

Any difficulties which may arise in connection with this agreement shall be taken up by the "Union" with the Management of the "Company" for settlement.

In the event that no agreement is reached, 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 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).

CLAUSE 16.- RENEWAL AND TERMINATION

This agreement shall become effective on the 27th day of June, 1943, 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.

For the "Company"

A.N. Madaly

A.G. Lawson

For the "Union":

P.E. Davis

Howard E. Resc

Fabien Chenon Bus. Mgr.

Signed January 8 1949

AGREEMENT

Between Montreal Locomotive Works Limited  
5781 Notre-Dame St. East, Montreal, Que.

And National Union of Operating Engineers of Canada  
Headquarter Local- Montreal, Que

1. THE PARTIES TO THIS AGREEMENT

(a) The parties to this agreement shall be :-  
The Montreal Locomotive Works Limited (herein called the  
"Company".)

and

(b) The National Union of Operating Engineers (herein called  
the "Union").

2. RECOGNITION

The "Company" hereby recognizes that the National Union  
of Operating Engineers of Canada has been duly certified  
for those hourly rated employees employed as stationary  
enginemen, firemen and helpers, excepting foremen, in  
the steam power plant of the "Company".

3. WAGES, WORKING HOURS AND CONDITIONS OF EMPLOYMENT

(a) The parties hereto recognize that this agreement cannot  
take effect until two certified copies have been deposited  
with the Labour Relations Board of the Province of Quebec.

(b) The wage rates agreed upon are :-

<u>OCCUPATION</u>	<u>RATES</u>
Assistant Chief Engineman	\$1.35 per hour
Second-class A.B. shift enginemen	\$1.25 per hour
Third-class A.B. shift enginemen	\$1.15 per hour
Fourth-class A.B. enginemen	\$1.05 per hour
Helpers classed as unlicensed firemen	\$ .90 per hour
Heating system enginemen	\$1.05 per hour
Gas Plant operators	\$1.05 per hour
Hydraulic pump operators	\$1.05 per hour

(c) The employees shall be paid during normal working hours  
and in the plant of the " Company".

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### 3. WAGES, WORKING HOURS AND CONDITIONS OF EMPLOYMENT (Cont'd)

- (d) Forty-eight hours shall constitute the work week consisting of 6 days of eight working hours each. Each employee shall be entitled to one day of rest per calendar week.
- (e) Time and one-half of the regular hourly rates will be paid for any hours worked in excess of eight hours per day. After an employee has worked three (3) hours overtime on his scheduled shift, any hours worked thereafter on that shift shall be paid for at the rate of double time. Any employee who has worked his scheduled shift and is called back to work after leaving the plant, shall receive a minimum of three (3) hours pay at time and one-half.
- (f) Any person called upon to work on his regular day of rest shall be paid at double time of his regular hourly rates, except when he is allowed another day of rest.
- (g) A lunch period occurring in the middle of each shift shall be allowed all aforementioned employees and shall be considered as period of work, providing the employee remains on duty during the said lunch period.
- (h) A premium of 5¢ per hour shall be paid for all work done by night shifts.

A night shift shall consist of any regular shift which starts after 3.00 P.M. and before 6.00 A.M.

### 4. STATUTORY HOLIDAYS

Any time worked on any shift started on the following days shall be paid for at the rate of double time :

New Year's Day, Good Friday, 24th of May, 24th of June, Dominion Day, Labour Day, Thanksgiving Day and Christmas Day.

### 5. DEDUCTIONS

No deductions from wages, except those required by law, shall be made, except with the written consent of the employee, and then with the approval of the Company.

### 6. CLASSIFICATION OF PLANT

- (a) The plant in question shall be considered as a first-class A.B. plant, with a first-class A.B. engineer in charge.
- (b) With an assistant chief engineer holding a certificate of not lower than the second-class A.B. category.
- (c) Shift engineers shall be holders of not lower than second-class A.B. certificates.
- (d) Boiler Room firemen shall be holders of not lower than fourth-class A.B. certificates.
- (e) Helpers to be considered and classed as unlicensed firemen.
- (f) Heating system engineers shall be holders of fourth-class A.B. certificates, under direct supervision of the shift engineers.

-continued-

#### 7. HOLIDAY WITH PAY

- (a) Employees attaining at least twelve (12) months' service prior to May 1st in any year shall be entitled to one (1) week's vacation with pay at two percent (2%) of the wages earned during the period of service entitling the employee to his vacation ( May 1st April 30th).
- (b) Employees attaining at least five (5) years' service prior to May 1st in any year shall receive two (2) weeks' vacation with pay at four percent (4%) of the wages earned during the last year( May 1st) April 30th) of the period of service entitling the employee to his vacation.

#### 8. MANAGEMENT

The Management of the work reserves the right to hire, suspend, or discharge for proper causes, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Company, provided that this right will not be used for the purpose or purposes of discrimination against any member of the Union.

#### 9. SAFETY AND HEALTH

The Company shall continue to 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 employees, the same will be supplied by the Company.

#### 10. COMMITTEE OF THE UNION

The Company shall be notified in writing of the names of the members of a Committee appointed by the Union to discuss with the Company any matters or grievances arising out of the operation of this agreement, and also of any changes that may take place from time to time in such Committee. All members of the Committee shall be employees of the Company and, if they are required to leave their jobs for the performance of their duties as members of the Committee, they shall obtain leave from the chief engineer before doing so.

#### 11. SETTLEMENT OF DISPUTES

Any disputes arising out of this agreement, or any grievance or misunderstanding which any employee, or group of employees, covered by this agreement may desire to discuss, or adjust with the Company, shall be handled as follows :

- (a) The employee concerned may take the matter directly to the chief engineer alone or accompanied by a member of the Committee.
- (b) If a settlement is still not reached, the employee shall report the matter to the Committee of the Union in writing and the Committee shall discuss the matter with the Works Manager.

11. SETTLEMENT OF DISPUTES - continued

- (c) All decisions arrived at between the Company and the Committee shall be final and binding upon the Company, the Committee and the employee, or group of employees concerned.
- (d) Matters to be dealt with under the foregoing provisions of this paragraph shall normally be discussed during working hours.

12. ARBITRATION

In the event that no agreement is reached through the procedure set forth in paragraph II hereof, the parties will endeavour to effect a settlement through some agreed method of arbitration, but failing such an agreement as to arbitration, then either party shall have the right to apply for a Board of Conciliation under the Quebec Trades Dispute Act ( S.R.Q. 1941, chapter 167).

13. SENIORITY

- (a) In all cases of lay-off or increase of staff, the factors of length of service, ability, skill and experience shall be considered. When, in the opinion of the Company, other factors are relatively equal, length of service shall govern. This rule shall apply only to employees who have completed at least six (6) months of continuous service.
- (b) Seniority rights as established by mutual understanding between the parties hereto shall be respected at all times.

14. CO-OPERATION

During the term of this agreement, the Company agrees that there shall be no lockout, and the Union agrees that there shall be no slowdown, strike or other stoppage or interference with work, until all of the provisions of this agreement have been exhausted.

15. DISCRIMINATION

There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any employee because of membership in the Union, and the Union will not coerce employees into membership nor shall it solicit membership, or distribute propaganda, or transact any other business of the Union on the Company's time, other than as provided in this agreement.

No Union meeting shall be held, nor Union notice distributed or posted on the Company's property, which has not been approved by the Management. A notice board for approved Union notices will be provided by the Company.

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16. APPROVAL AND TERMINATION

This Agreement shall become effective on the first (1st) day of November 1948, and shall remain in force for one year from such date and thereafter from year to year, unless either party gives notice by writing to the other party within a delay which shall not be more than sixty (60) days, nor less than thirty (30) days, prior to the expiration of each period, of its intention to terminate the agreement, or seek amendments to same, and, in the latter case, the present agreement shall remain in force until the next agreement is duly signed.

17. SECURITY

- (a) It is understood and agreed by the parties hereto that the Company will hire its requirements of stationary engineers through the Union and the Union agreed to supply the required person or persons within seven(7) days of request.
- (b) Should the Union fail to supply the required personnel within seven (7) days, then the Company will have full liberty to hire in the open field.

18. NOTICE

Any notice required to be sent to the Union hereunder shall be effectively given when posted to :-

National Union of Operating Engineers of Canada,  
Headquarter Local, Montreal, Quebec,  
Room 10, Monument National,  
1182 St-Lawrence Blvd.,  
Montréal, Qué.

and any such notices required to be given to the Company shall be effectively given when mailed to :

Montreal, Locomotive Works Limited,  
5781 Notre-Dame Street, East,

IN WITNESS WHEREOF the parties have signed this agreement at the City of Montreal, under effective date of the first of November, one thousand nine hundred and forty-eight.

MONTREAL LOCOMOTIVE WORKS. Limited

C. Madeley  
A.C. Lawson

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA

Fred. G. Bailey  
T. Prézeau

Date: Dec. 28. 1948.

46.47  
P. A. 237

AGREEMENT

Between Montreal Locomotive Works Limited  
5781 Notre-Dame St. East, Montreal, Que.

And National Union of Operating Engineers of Canada  
Headquarter Local - Montreal, Que.

1. THE PARTIES TO THIS AGREEMENT

(a) The parties to this agreement shall be :-

The Montreal Locomotive Works Limited ( Herein called the "Company ").

and

(b) The National Union of Operating Engineers (herein called the "Union").

2. RECOGNITION

The "Company " hereby recognizes that the National Union of Operating Engineers of Canada has been duly certified for those hourly rated employees employed as stationary enginemen, firemen and helpers, excepting foremen, in the steam power plant of the "Company ".

3. WAGES, WORKING HOURS AND CONDITIONS OF EMPLOYMENT

(a) The parties hereto recognize that this agreement cannot take effect until two certified copies have been deposited with the Labour Relations Board of the Province of Quebec.

(b) The employees shall be paid during normal working hours and in the plant of the " Company".

(c) Fifty-six (56) hours shall constitute the working week, made up as follows ;

- 4 days at 8 hours per day
- 2 days at 12 hours per day.

Time and one-half of the regular hourly rates will be paid after 8 hours in the case of the 8-hour day and after 12 hours in the case of the 12-hour day.

The daily hours of work within the work week of fifty-six (65) hours shall be determined by the "Company " and may be altered during the period of the agreement by mutual arrangement between the " Company " and the "Union".

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WAGES WORKING HOURS AND CONDITIONS OF EMPLOYMENT -Contd.

- (d) Six (6) days shall constitute a working week ; each employee shall be entitled to a day of rest per calendar week.
- (e) Any person called upon to work on his regular day of rest shall be paid at double time of his regular hourly rates, except when he is allowed another day of rest.
- (f) A lunch period occurring in the middle of each shift shall be allowed all afore-mentioned employees and shall be considered as period of work, providing the employee remains on duty during the said lunch period.

4. STATUTORY HOLIDAYS

Any time worked on any shift started on the following days shall be paid for at therate of double time ;

New Year's Day, Good Friday, 24th of May, 24th of June, Dominion Day, Labour Day, Thanksgiving Day and Christmas Day.

5. DEDUCTIONS

No deductions from wages, except those required by law, shall be made, except with the written consent of the employee, and then with the approval of the Company.

6. CLASSIFICATION OF PLANT

- (a) The plant in question shall be considered as a first -class A.B. plant, with a first-class A.B. engineer in charge.
- (b) With an assistant chief engineer holding a certificate of not lower than the second-class A.B. category.
- (c) Shift engineers shall be holders of not lower than second-class A.B. certificates.
- (d) Boiler Room firemen shall be holders of not lower than fourth-class A.B. certificates.
- (e) Helpers to be considered and classed as unlicensed firemen.
- (f) Heating system engineers shall be holders of fourth- class A.B. certificates, under direct supervision of the shift engineers.

7. WAGE RATES

<u>OCCUPATION</u>	<u>RATES</u>
(a) Assistant chief engineer ;	\$1.25 per hour
(b) Second-class A.B. shift engineers ;	\$1.15 per hour
(c) Third-class A.B. engineers ;	\$1.05 per hour
(d) Fourth-class A.B. engineers ;	\$0.95 per hour
(e) Helpers classed as unlicensed firemen ;	\$0.80 per hour
(f) A premium of 5¢ per hour shall be paid for all work done by night shifts.	

A night shift shall consist of any regular shift which starts after 3.00 P.M. and before 6.00 A.M.

8. HOLIDAY WITH PAY

- (a) Employees attaining at least twelve (12) months' service prior to May 1st in any year shall be entitled to one (1) week's vacation with pay at two percent (2%) of the wages earned during the period of service entitling the employee to his vacation (May 1st- April 30th).
- (b) Employees attaining at least five (5) years' service prior to May 1st in any year shall receive two (2) weeks' vacation with pay at four percent (4%) of the wages earned during the last year (May 1st- April 30th ) of the period of service entitling the employee to his vacation.

9. MANAGEMENT

The Management of the work reserves the right to hire, suspend, or discharge, for proper causes, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, in vested exclusively in the Company, provided that this right will not be used for the purpose or purposes of discrimination against any member of the Union.

10. SAFETY AND HEALTH

The Company shall continue to 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 will be supplied by the Company.

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11. COMMITTEE OF THE UNION

The Company shall be notified in writing of the names of the members of a Committee appointed by the Union to discuss with the Company any matters or grievances arising out of the operation of this agreement, and also of any changes that may take place from time to time in such Committee. All members of the Committee shall be employees of the Company and, if they are required to leave their jobs for the performance of their duties as members of the Committee, they shall obtain leave from the chief engineer before doing so.

## 12.

SETTLEMENT OF DISPUTES

Any disputes arising out of this agreement, or any grievances or misunderstanding which any employee, or group of employees, covered by this agreement may desire to discuss, or adjust with the Company, shall be handled as follows ;

- (a) The employee concerned may take the matter directly to the chief engineer alone, or accompanied by a member of the committee.
- (b) If a settlement is still not reached, the employee shall report the matter to the Committee of the Union in writing and the Committee shall discuss the matter with the Works Manager.
- (c) All decisions arrived at between the Company and the Committee shall be final and binding upon the Company, the Committee and the employee, or group of employees concerned.
- (d) Matters to be dealt with under the foregoing provisions of this paragraph shall normally be discussed during working hours.

13. ARBITRATION

In the event that no agreement is reached through the procedure set forth in paragraph 12 hereof, the parties will endeavour to effect a settlement through some agreed method of arbitration, but failing such an agreement as to arbitration, then either party shall have the right to apply for a Board of Conciliation under the Quebec Trades Dispute Act (S.R.Q. 1941, Chapter 167).

14. SENIORITY

- (a) In all cases of lay-off or increase of staff, the factors of length of service, ability, skill and experience shall be considered. When, in the opinion of the Company, other factors are relatively equal, length of service shall govern. This rule shall apply only to employees who have completed at least six (6) months of continuous service.
- (b) Seniority rights as established by mutual understanding between the parties hereto shall be respected at all times.

15. CO-OPERATION

During the term of this agreement, the Company agrees that there shall be no lockout, and the Union agrees that there shall be no slowdown, strike, or other stoppage or interference with work, until all of the provisions of this agreement have been exhausted.

16. DISCRIMINATION

There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any employee because of membership in the Union, and the Union will not coerce employees into membership nor shall it solicit membership, or distribute propaganda, or transact any other business of the Union on the Company's time, other than as provided in this agreement.

No union meeting shall be held, nor Union notice distributed or posted on the Company's property, which has not been approved by the management. A Notice board for approved Union notices will be provided by the Company.

17. APPROVAL AND TERMINATION

This Agreement shall become effective on the first (1st) day of November, 1947, and shall remain in force for one year from such date and thereafter from year to year, unless either party gives notice by writing to the other party within a delay which shall not be more than sixty (60) days, nor less than thirty (30) days, prior to the expiration of each period, of its intention to terminate the agreement, or seek amendments to same, and in the lattercase, the present agreement shall remain in force until the next agreement is duly signed.

18. SECURITY

- (a) It is understood and agreed by the parties hereto that the Company will hire its requirements of stationary engineers through the Union and the Union agrees to supply the required person or persons within seven (7) days of request.
- (b) Should the Union fail to supply the required personnel within seven (7) days, then the Company will have full liberty to hire in the open field.

19. NOTICE

Any notice required to be sent to the Union hereunder shall be effectively given posted to ;

National Union of Operating Engineers of Canada,  
Headquarter Local, Montreal, Quebec,  
Room 10, Monument National  
1182 St-Lawrence Blvd.  
Montreal, Quebec.

and any such notices required to be given to the Company shall be effectively given when mailed to ;

Montreal Locomotive Works Limited,  
5781 Notre-Dame Street East,  
Montreal, Quebec.

IN WITNESS WHEREOF the parties have signed this agreement at the City of Montreal, under effective date of the first of November, one thousand nine hundred and forty-seven.

MONTREAL LOCOMOTIVE WORKS, Limited

M. Madely

A.C. Lawson

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA

T. Prézéau

Fred.G. Bailey

DATE No. 11, 1947

AGREEMENT BETWEEN  
MONTREAL LOCOMOTIVE WORKS, LIMITED  
and  
PATTERNMAKERS ASSOC. OF MONTREAL (CAN.) & VICINITY

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CLAUSE 1. - PARTIES TO THIS AGREEMENT.

(a) The Parties to this Agreement shall be Montreal Locomotive Works, Limited hereinafter called the " Company " and

(b) Hourly rated Patternmakers (Wood) of the Company as represented solely by the Patternmakers Assoc. of Montreal (Can.) and Vicinity (hereinafter called the "Union").

CLAUSE 2. - GENERAL PURPOSE

The general purpose of this Agreement is to provide for orderly collective bargaining in connection with matters contained herein and to further general good employer-employee relations.

CLAUSE 3. - 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 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.

(b) Any employee who has one year's service but less than five year<sup>s</sup> 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.

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CLAUSE 3.- VACATION WITH PAY - continued

(e) Any employee who has five year's service or more prior to May 1st in any year shall receive two (2) week's 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 the said period.

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



CLAUSE 7.- PAID STATUTORY HOLIDAYS.

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 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.

CLAUSE 8.- LAY OFFS.

The Company shall give a man at least two hours notice of lay-off due to shortage of work, which time may be used by the employee to sharpen his tools preparatory to packing and leaving for another job.

CLAUSE 9.- SHOP CONDITIONS.

A dust collector shall be standard equipment of all shops affected by this agreement and the "Company" and the "Union" shall co-operate in the matter of safety devices and precautions.

CLAUSE 10.- LEAVE OF ABSENCE

. Any delegate or officers of the "Union" shall be allowed leave of absence without pay for the transaction of Union business.

CLAUSE 11.- NOTICE BOARD.

The "Company" agrees to provide a notice board for the posting of "Union" Notices which have received the Company's approval.

CLAUSE 12.-

Employees shall be paid during their regular working hours.

CLAUSE 13. - TERMINATION

This agreement shall become effective June 27, 1947 and shall remain in force for one year thereafter unless changed by mutual consent of the parties hereto.

For the "Company":

"unreadable signature"

A.-C. Lawson

For the "Union":

Henry Corden

"unreadable signature"

James R. Campbell

Bus. Mgr.

Signed: June 27, 1947

AGREEMENT

Between Montreal Locomotive Works Limited.  
5781 Notre Dame St. East, Montreal, Que.

AND National Union of Operating Engineers of Canada.  
Headquarter Local - Montreal, Que.

1- THE PARTIES TO THIS AGREEMENT

- (a) The parties to this agreement shall be:-  
The Montreal Locomotive Works Limited, (herein called the "Company")  
and
- (b) Those hourly rated employees employed as shift engineers (Known as enginemen) under Quebec Enginemen's Act - relief enginemen - oilers - heating system men firemen and helpers who are members of the National Union of Operating Engineers of Canada and sub local of firemen and helpers (herein called the Union), said employees herein acting and representing for the Union as the negotiating agent.

2- WAGES, WORKING HOURS AND CONDITIONS OF EMPLOYMENT.

- (a) The parties hereto recognize that wages and working hours which might affect wages cannot, under existing Governmental regulations, be altered without the written direction or authorization of the Regional War Labour Board. Nothing herein contained shall be held to restrict either party from applying to the said Board for revision of existing wage rates or working conditions as above mentioned.
- (b) The employees shall be paid on the Company's time and under cover.
- (c) Fifty-six (56) Hours shall constitute the working week, made up as follows:

4 days at 8 hours per day.  
2 days at 12 hours per day.

Time and one-half of the regular hourly rates will be paid after 8 hours in the case of the 8-hour day and after 12 hours in the case of the 12-hour day.

- (d) Six (6) days shall constitute a working week; each employee shall be entitled to a day of rest per week.
- (e) Any person called upon to work on the seventh day shall be paid at double time of his regular hourly rates.
- (f) A lunch period occurring in the middle of each shift shall be allowed all afore-mentioned employees and shall be considered as period of work, providing the employee remains on duty during the said lunch period.

3- OVERTIME ON STATUTORY HOLIDAYS.

Any time worked on the following days shall be paid for at the rate of double time:

New Year's Day, Good Friday, 24th of May, 24th of June, Dominion Day, Labour Day, Thanksgiving Day, Christmas Day and any day declared by statute or decree.

(Cont'd)....

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Agreement

4- DEDUCTIONS.

No deductions from wages, except those required by law, shall be made, except with the written consent of the employee, and then with the approval of the Company.

5- CLASSIFICATION OF PLANT.

- (a) The plant in question shall be considered as a first class A.B. plant, with a first class A.B. engineer in charge.
- (b) With an assistant chief engineer holding a certificate of not lower than the second class A.B. category.
- (c) Shift engineers shall be holders of not lower than second class A.B. certificates.
- (d) Boiler Room firemen shall be holders of not lower than fourth class A.B. certificates.
- (e) Helpers to be considered and classed as unlicensed firemen.
- (f) Heating system engineers shall be holders of fourth class A.B. certificates, under direct supervision of the shift engineers.

6- MINIMUM WAGE RATES.

	<u>Present Rates</u>	<u>Suggested Rates</u>
(a) Assistant chief engineer:	\$1.05 per hour	\$1.15 per hour
(b) Second class A.B. shift engineers:	\$0.95 per hour	\$1.05 per hour
(c) Third class A.B. engineers:	\$0.85 per hour	\$0.95 per hour
(d) Fourth Class A.B. engineers:	\$0.75 per hour	\$0.85 per hour
(e) Helpers classed as unlicensed firemen:	\$0.65 per hour	\$0.70 per hour
(f) A premium of 5¢ per hour shall be paid for all work done by night shifts.		

7- HOLIDAY WITH PAY.

- (a) Employees attaining twelve (12) months' service shall be entitled to one (1) week's vacation with pay at two percent (2%) of the wages earned during the period of service entitling the employee to his vacation (May 1st- April 30th).
- (b) Employees attaining five (5) years' service shall receive two (2) weeks' vacation with pay at four percent (4%) of the wages earned during the last year (May 1st - April 30th) of the period of service entitling the employee to his vacation.

8- MANAGEMENT

The Management of the work reserves the right to hire, suspend, or discharge for proper causes, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, invested exclusively in the Company, provided that this right will not be used for the purpose or purposes of discrimination against any member of the Union.

9- SAFETY AND HEALTH

The Company shall continue to 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 will be supplied by the Company.

10- COMMITTEE OF THE UNION.

The Committee agrees to notify the Company of the names of the members of a Committee appointed by the Union to discuss with the Company any matters or grievances arising out of the operation of this agreement, and also of any changes that may take place from time to time in such Committee. All members of the Committee shall be employees of the Company and, if they are required to leave their jobs for the performance of their duties as members of the Committee, they shall obtain leave from the chief engineer before doing so.

11- SETTLEMENT OF DISPUTES.

Any disputes arising out of this agreement, or any grievances or misunderstanding which any employee, or group of employees, covered by this agreement may desire to discuss, or adjust with the Company, shall be handled as follows:

- (a) The employee concerned may take the matter directly to his chief engineer alone, or accompanied by a member of the Committee.
- (b) If a settlement is still not reached, the employee shall report the matter to the Committee of the Union in writing and the Committee shall discuss the matter with the Works Manager.
- (c) All decision arrived at between the Company and the Committee shall be final and binding upon the Company, the Committee and the employee, or group of employees, concerned.
- (d) Matters to be dealt with under the foregoing provisions of this paragraph shall normally be discussed during working hours.

12- ARBITRATION.

In the event that no agreement is reached through the procedure set forth in paragraph 11 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 Industrial Dispute Act.

13- SENIORITY.

- (a) In all cases of lay-off or increase of staff, the factors of length of service, ability, skill and experience shall be considered. When other factors are relatively equal, length of service shall govern. This rule shall apply only to employees who have completed at least six (6) months of continuous service.
- (b) Seniority rights as established by mutual understanding between the parties hereto shall be respected at all times.

14- CO-OPERATION.

During the term of this agreement, the Company agrees that there shall be no lockout, and the Union agrees that there shall be no slowdown, strike, or other stoppage or interference with work, until all of the provisions of this agreement have been exhausted.

(Cont'd)...

15- DISCRIMINATION.

There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any employee because of membership in the Union, and the Union will not coerce employees into membership or solicit membership, or distribute propaganda, or transact any other business of the Union on the Company's time, other than as provided in this agreement.

No Union meeting shall be held, nor Union notice distributed or posted on the Company's property, which has not been approved by the Management. A notice board for approved Union notices will be provided by the Company.

16- APPROVAL AND TERMINATION.

This agreement shall become effective on the first (1st) day of November, 1946, and shall remain in force thereafter from year to year, unless either party gives notice by writing to the other party within a delay which shall not be more than sixty (60) days, nor less than thirty (30) days, prior to the expiration of each period, of its intention to terminate the agreement, or seek amendments to same, and, in the latter case, the present agreement shall remain in force until the next agreement is duly signed.

17- RECOGNITION.

- (a) It is understood and agreed by the parties hereto that the Company will hire its requirements of stationary engineers through the Union and the Union agrees to supply the required person or persons within seven (7) days of request.
- (b) Should the Union fail to supply the required personnel within seven (7) days, then the Company will have full liberty to hire in the open field.

18- NOTICE.

Any notice required to be sent to the Union hereunder shall be effectively given when posted to:

National Union of Operating Engineers of Canada,  
Headquarters Local, Montreal, Quebec,  
Room 10, Monument National,  
1182 St. Lawrence Blvd.,  
Montreal, Quebec.

and any such notices required to be given to the Company shall be effectively given when mailed to:

Montreal Locomotive Works, Limited,  
5781 Notre Dame Street East,  
Montreal, Quebec.

IN WITNESS WHEREOF the parties have signed this agreement at the city of Montreal, under effective date of the first November, one thousand nine hundred and forty-six.

MONTREAL LOCOMOTIVE WORKS LIMITED.

Signature illisible

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA.

F. PREZEAU

FRED G. BAILEY