

S-802

CAN. FAIRBANKS-MORSE ~

- Mt. ~

1948-49



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S.802

MINISTÈRE DU TRAVAIL  
HÔTEL DU GOUVERNEMENT  
QUÉBEC

QUÉBEC, ce 22 juin 1948.

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

Sujet: Convention collective entre The Canadian Fair-  
banks-Morse Company Limited et l'Union Canadienne des  
Métallurgistes, Local no.1, Inc.

Monsieur,

Je vous inclus une copie de cette convention  
conclue sous la Loi des Syndicats Professionnels, (S.R.Q., 1941, cha-  
pitre 162 et amendements), datée du 1er avril 1948 et déposée au  
ministère du Travail sous le numéro 802.

Sincèrement à vous,

Le sous-ministre,

H-15

T-1174



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

## LABOUR RELATIONS BOARD OF THE PROVINCE OF QUEBEC

JUGE EUDORE BOIVIN.  
PRESIDENT.

PIERRE-A. GOSSELIN.  
MEMBRE.

BRUNAY BRAIS.  
MEMBRE.

286, RUE ST-JOSEPH,  
QUEBEC.

4 EST, RUE NOTRE-DAME  
MONTREAL.

A

Québec le 15 juillet 1948



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

RE:- The Canadian Fairbanks-Morse Company  
Limited, et l'Union Canadienne des Métallur-  
gistes, local no 1, Inc.

Monsieur le sous-ministre,

J'accuse réception de votre lettre  
du 22 juin 1948, accompagnée pour dépôt  
de deux copies certifiées d'une convention de travail,  
en date du 1er avril 1948, intervenue entre  
les parties ci-dessus mentionnées et déposée au minis-  
tère du Travail, le 15 mai 1948  
sous le numéro 802

Bien à vous,

*J. E. Bernier*  
*per R.R.*

Le secrétaire,

P. E. Bernier, L.L.L.



MINISTÈRE DU TRAVAIL  
HÔTEL DU GOUVERNEMENT  
QUÉBEC

QUÉBEC, ce 22 juin 1948.

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

Sujet: Convention collective entre The Canadian Fair-  
banks-Morse Company Limited et l'Union Canadienne des  
Métallurgistes, Local no. 1, Inc.

Monsieur,

Conformément aux prescriptions du deuxième paragraphe de l'article 19-A de la Loi des Relations ouvrières (S.R.Q. chapitre 162-A et amendements), je vous inclus, pour dépôt, deux copies certifiées de cette convention datée du 15 avril 1948 et déposée au ministère du Travail le 15 mai 1948 en exécution de la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements) sous le numéro 802.

Sincèrement à vous,

Le sous-ministre,

H-14



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

Québec, ce 19 mai 1948.

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

Sujet: Convention collective entre The Canadian Fairbanks-Morse  
Company Limited, et l'Union Canadienne des Métallurgistes, local no 1, Inc.

Je vous inclus une copie du certificat constatant le dépôt  
de cette convention collective enregistrée au ministère du Travail  
en exécution de la Loi des Syndicats professionnels (S.R.Q., 1941,  
chapitre 162 et amendements), le 15 mai 1948 sous le numéro  
802.

Sincèrement à vous,

Le sous-ministre

MC. incl.

Québec, le 18 mai 1948.

Monsieur Paul-Faile Marquette, Président et  
Directeur d'Organisation,  
L'Association Ouvrière Canadienne, Inc.,  
3439, rue St-Denis,  
Montréal 18.

Cher monsieur,

Je vous inclus un certificat constatant le dépôt fait au ministère du Travail, le 15 mai 1948, sous le numéro 802, de la convention collective conclue sous la Loi des Syndicats professionnels, (S.R.Q., 1941, chapitre 162 et amendements) intervenue entre "The Canadian Fairbanks-Morse Company Limited" et l'Union Canadienne des Métallurgistes, Local no 1, Inc.

Veillez agréer l'expression de mes  
meilleurs sentiments.

Le sous-ministre du Travail,

Gérard Tremblay.  
MC. incl.

Québec, le 18 mai 1948.

M. Hervé Simoneau,  
L'Union Canadienne des Métallurgistes, Local no 1, Inc.,  
3439, rue St-Denis,  
Montréal 18.

Cher monsieur,

Je vous inclus un certificat constatant le dépôt fait au ministère du Travail, le 15 mai 1948, sous le numéro 802, de la convention collective conclue sous la Loi des Syndicats professionnels, (S.R.Q., 1941, chapitre 162 et amendements) intervenue entre "The Canadian Fairbanks-Morse Company Limited", et l'Union Canadienne des Métallurgistes, Local no 1, Inc.

Veuillez agréer l'expression de mes meilleurs sentiments.

Le sous-ministre du Travail,

Gérard Tremblay.  
MC. incl.

Quebec, May 18th, 1948.

The Canadian Fairbanks-Morse Company Limited,  
980, St-Antoine,  
Montreal.

c/o the Secretary

Dear Sir:-

Enclosed please find a certificate of the deposit made with the Department of Labour on May 15th, 1948, under Number 802, of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between The Canadian Fairbanks-Morse Company Limited and "l'Union Canadienne des Métallurgistes, Local no 1, Inc."

Sincerely yours,

Deputy Minister of Labour

Gérard Tremblay  
MC. encl.



**Loi des Syndicats Professionnels**  
(S.R.Q., 1941, chapitre 162 et amendements)

*Professional Syndicates' Act*  
(R.S.Q., 1941, Chapter 162 and amendments)

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

Numéro **802**  
Number

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

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

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

**M. Paul Emile Marquette, Président et Directeur**

le ministère du Travail a reçu de  
*the Department of Labour has received from*  
**l'Organisation, 2577, rue Saint-Jacques, Montréal 18,**

la convention mentionnée ci-après, laquelle a été déposée sous le numéro **802**  
*the hereinafter mentioned agreement, which has been deposited under Number*

savoir :  
*to wit :*

Une convention collective en date du **1er avril 1948**  
*A collective agreement under date of*

intervenue entre :  
*between :*

**The Canadian Fairbanks-Morse Company Limited, et l'Union Canadienne des Métallurgistes, Local no 1, Inc. Cette convention demeurera en vigueur et en effet jusqu'à midi, le 31 mars 1949. Renouvellement automatique.**

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

Seau - Seal

ce **dix-huitième**  
*this*

jour du mois de  
*day of the month of*

**mai** mil neuf cent quarante- **huit**  
*nineteen hundred and forty-*

MC.

Sous-ministre

Deputy Minister



*L'Association Ouvrière Canadienne, Inc.*  
*The Canadian Workers' Association, Inc.*

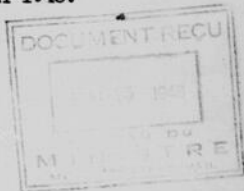
3439 rue Saint-Denis, Montréal 18, Québec

"UNION, TRAVAIL, SUCCES"  
"UNION, LABOUR, SUCCESS"

Doc 13

Téléphone: PPlateau 8008

le 14 mai 1948.



Honorable Antonio Barrette,  
Ministre Provincial du Travail,  
Hôtel du Gouvernement,  
QUEBEC.

Monsieur le Ministre,

Conformément à l'article 23 de la Loi des Syndicats Professionnels de Québec, je vous fais parvenir sous pli copie du renouvellement de la convention de travail intervenu entre The Canadian Fairbanks-Morse Company Limited et L'Union Canadienne des Métallurgistes, Local No. 1, Inc., le 1er avril 1948.

Acceptez, monsieur le Ministre, l'expression de mes meilleurs sentiments et veuillez me croire,

Bien à vous,

Paul Emile Marquette,  
Président et Directeur d'Organisation.

/YM

Annexe.

cc. Mr. C.E. Bassett.

CONVENTIONS COLLECTIVES		
VISA DE	Date	Par
Stampille	✓	MC
Signatures	✓	
Coopération	27-5-48	
Reconnaissance	19-6-48	
Numérotage	802	
Formule		

THIS AGREEMENT by and between:

980, St. Antoine

THE CANADIAN FAIRBANKS-MORSE COMPANY LIMITED,  
(hereinafter called "the Company"),

OF THE FIRST PART.

-and -

"L'UNION CANADIENNE DES METALLURGIQUES,  
LOCAL NO. 1, INC., (hereinafter called "the  
Union", acting on its own behalf and as agent  
for the employees of the Company as herein defined,

OF THE SECOND PART.

WITNESSETH:

WHEREAS the parties have formulated this Agreement  
in order to promote and maintain a peaceful and harmonious relation-  
ship between the Company and such of its present and future employees  
as are or may become subject to the provisions hereof and to set forth  
the conditions of employment to be observed by the parties and such  
employees;

NOW THEREFORE THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. DEFINITIONS

In this Agreement:

- (a) the term "plant" means the Company's factory at  
Sherbrooke, Quebec.
- (b) The term "employee" means any person now or hereafter  
employed by the Company on an hourly wage basis at the plant except  
office workers and foremen.
- (c) the term "grievance" means a difference arising between  
one or more employees and the Company as to the meaning or application  
of any provision of this agreement.

2. RECOGNITION

- (a) The Company recognizes the Union as the sole and  
exclusive bargaining agency for the employees with respect to wages,  
working hours and other conditions of employment.

(b) The Company shall not discriminate against, interfere with, restrain or coerce any employee because of membership in the Union.

(c) The Union shall not intimidate or coerce any person into membership in the Union, and shall not solicit such membership, hold meetings, or carry on other Union activities on the Company's time or property, except as herein expressly provided for in respect of negotiations with the Company.

(d) Any person employed by the Company contravening any provision of this clause shall be subject to disciplinary action by the Company.

3. MANAGEMENT

(a) The management and direction of the working forces of the Company, including the rights to hire, promote, demote, transfer, suspend or discharge any employee, or to relieve any employee from duty for lack of work or other legitimate reason, shall remain vested exclusively in the Company.

(b) The Union and the employees shall co-operate with the Company on matters of safety rules, production, workmanship, elimination of inefficiencies, regularity of attendance, punctuality and suggestions for improved processes and production standards.

4. UNION FEES AND DUES

(a) No representative or member of the Union shall solicit, collect or accept payment of Union fees or dues on Company time.

(b) When authorized and requested in writing by any employee the Company shall deduct from his wages a Union initiation fee of \$2.00 and monthly Union dues of \$1.00 and shall remit to the Secretary of the Union once each month by cheque the total of all amounts so deducted. Every such authorization and request shall automatically expire on the 31st day of March following the date on which it was originally given and unless renewed in writing thereafter shall be without further effect.

5. GRIEVANCE PROCEDURE

(a) The Union shall establish a Grievance Committee consisting of not more than three (3) employees and shall promptly notify the Company in writing of the personnel of such committee and of any changes therein.

(b) All grievances except those originating from dismissal or lay-off shall be settled in the following manner:

Step 1. By discussion with the foreman concerned. If only one employee is affected he may present the grievance personally, or through a member of the Grievance Committee. A grievance affecting more than one employee shall be presented by a member of the Grievance Committee.

Step 2. If the grievance is not settled under Step 1 within three (3) working days, a written statement thereof shall be submitted by a member of the Grievance Committee to the Superintendent of the department involved and be discussed between them.

Step 3. If the grievance is not settled under Step 2 within three (3) working days it shall be submitted by the Grievance Committee to the Manager of the Company's plant at their next regular meeting or at a special meeting convened as hereinafter provided for.

Step 4. If the grievance is not settled under Step 3 within five (5) working days of the holding of the meeting between the Grievance Committee and the Manager of the Company's plant it shall be discussed as soon as conveniently possible at a meeting between representatives designated by the Company and representatives of The Canadian Workers Association with the Grievance Committee.

Step 5. If the grievance is not settled under Step 4 it shall be referred to a Board of Arbitration composed of one member appointed by the Company, one by the Union and a chairman selected by the members appointed by the parties. If the members appointed by the parties fail to agree upon a chairman the parties shall accept as chairman such person as the Minister of Labour of the Province of Quebec

may appoint. The authority of each Board of Arbitration shall be limited to the rendering of decisions on the specific grievance referred to it and no Board of Arbitration shall have authority to change or modify in any respect the terms of this agreement. The charges and expenses of the chairman of each Board of Arbitration shall be divided equally between the Company and the Union, each of which shall defray the charges and expenses of the member appointed by it.

(c) A grievance originating from the dismissal or lay-off of an employee shall be in the first instance referred in writing to the Manager of the Company's plant by the employee concerned, or, if he so chooses, by the Grievance Committee, within five (5) working days from the date of dismissal or lay-off. If the grievance is not settled within three (3) working days from the date when it is so referred to the Manager of the Company's plant it shall be dealt with under Step 4, and, if necessary, under Step 5 of the Grievance Procedure provided in Section (b) of this Clause. Should it be determined through the grievance procedure that the dismissal or lay-off of an employee was not justified, such employee shall be re-instated to his former job without loss of pay or seniority. The dismissal or lay-off of an employee who is not entitled to a seniority rating under Clause 10 shall be entirely in the discretion of the Company and shall not be made the subject of a grievance.

(d) A written memorandum of the terms of every settlement made under Steps 2, 3 or 4 of the Grievance Procedure provided in Section (b) of this Clause shall be signed by a representative of the Company and a representative of the Union. Every memorandum of settlement so signed and every decision of the majority of a Board of Arbitration under Step 5 of the Grievance Procedure shall be final and binding on the Company, the Union and the employee or employees concerned.

(e) Regular meetings between the Manager of the Company's plant and the Grievance Committee shall be mutually arranged to take place not more than once every calendar month. Between regular meetings one special meeting for presentation of any grievance which cannot

reasonably be delayed may be requested in writing by the Union and such meeting shall be held within three (3) working days of the request. Regular meetings shall be convened during working hours but may be adjourned to or continued after working hours when necessary and special meetings shall be held outside working hours.

(f) The Company shall not be bound to consider any grievance unless it is presented in accordance with the procedure outlined in this Clause.

6. CONTINUITY OF OPERATIONS

During the continuance of this agreement there shall be no strike of any kind, stoppage of work, slow-down, interference with or interruption of the operations of the plant either by the Union or by the employees and there shall be no lock-out by the Company. The closing of the plant or the cessation of its operations in whole or in part during any vacation period or as the result of fire, break-down, power failure or any other cause beyond the control of the Company shall not constitute a lock-out on its part for the purpose of this Clause. Any employee contravening the provisions of this Clause shall be subject to summary dismissal, without prejudice to any other rights which the Company may have against him in the premises.

7. WORKING CONDITIONS

(a) The regular working week shall be of forty-five (45) hours to be worked nine (9) hours per day from Monday to Friday inclusively. Work performed on Saturdays shall be on voluntary basis.

(b) The Company shall observe New Year's Day, Good Friday, St. Jean Baptiste Day, Dominion Day, Labour Day, Thanksgiving Day, Christmas Day, and all Sundays, as legal holidays without pay for all employees, and such days shall be considered as the twenty-four (24) hours from midnight to midnight. In case the employees decide to work any of the said holidays, they shall give the Management of the Company a week notice.

(c) The Company shall pay overtime

(i) At the rate of time and one-half the regular rate of the employee for all time worked in excess of forty-eight (48) hours<sup>^</sup> in any one week or nine and a half (9½) hours in any one day from Monday to Friday inclusively;

(ii) At the rate of double the regular rate of the employee for all time worked on Sundays and the legal holidays stipulated in Section (b) of this Clause;

provided that the Company shall not be bound to pay overtime compensation to any employee more than once in respect of the same hours of work.

(d) The Company shall pay to all employees working on night shift a premium of five cents (5¢) per hour over and above their regular day rate and such premium shall be considered part of the regular rate for the purpose of calculating overtime compensation.

(e) Any employee reporting for work in the ordinary course without having been notified on the preceding working day not to report and for whom the Company is unable to provide work shall (unless caused by Power Shut-Off, Strikes, Floods and/or Fire) be paid four (4) hours at such employee's regular rate. If requested by the Company such employee shall perform a minimum of four (4) hours of such available work as may be assigned to him and which he is capable of performing and for which he is properly equipped. The provisions of this Clause shall not apply to employees absent on the preceding working day.

(f) An employee transferred to a job with a different rate of pay shall be entitled to the rate for the new job. An employee temporarily assigned to a job with a different rate of pay shall be entitled to his regular rate.

(g) The Company shall continue to make provisions for the safety and health of its employees in the plant and provide sufficient and sanitary washrooms and drinking fountains, lockers and other health and safety facilities. Where special clothing or protective devices are required by law for the protection of employees the Company shall supply the same without charge to the employee.

(h) The Company shall blow the whistle five (5) minutes before the regular quitting time for each shift to permit the employees to gather their tools, wash up and change clothes. The employees shall also be given a rest period of ten (10) minutes during each half of every shift of eight (8) hours or longer and one (1) such period during every shift or less than eight (8) hours. Any employee quitting work before the whistle shall be subject to disciplinary action and on repeating such offence shall be subject to summary discharge.

(i) All employees shall be paid on the Company's time and under cover.

(j) The Company shall, where possible, distribute overtime equally among all employees normally performing the work in respect of which overtime is required.

(k) No employee, including any Union Steward or member of the Grievance Committee, shall leave his work for Union business or negotiation under this agreement without having first obtained permission to do so from his foreman.

8. VACATIONS WITH PAY

(a) Any employee, after one year's continuous service in the employ of the Company, shall be entitled to a continuous annual vacation with pay having a minimum duration of seven (7) days including Sunday. If he has not yet completed a year's service in the employ of the Company he shall be entitled to a continuous annual vacation with pay having a minimum duration of as many half days as the number of calendar months during which he has been continuously in the employ of the Company.

(b) The remuneration for the vacations shall be as follows:  
2% of their annual wage earnings for the employees who have worked less than five (5) years for the Company;  
3% of their annual wage earnings for the employees who have worked from five (5) years to ten (10) years for the Company;  
4% of their annual wage earnings for the employees who have worked ten (10) years or over for the Company.

(c) Employees shall take their vacations at such times as may be designated by the Company within the period from June 15th to August 31st in each year.

(d) The Company may declare a general vacation period between June 15th and August 31st in any year and designate such period as the time during which all employees other than those required for plant maintenance purposes shall take the vacations which they have earned. Should the Company decide to close the entire plant or any portion of it during the whole or any part of such general vacation period employees thereby affected who are not entitled to vacations equal to such period may be given leave of absence without pay for such period or any part thereof which their vacations do not cover.

(e) The Company shall give notice of not less than one (1) month of the time at which vacations shall be taken.

9. UNION NOTICES

The Company shall provide in each department notices boards on Company property, upon which the Union and the employees shall be entitled to post only such notices as shall have been previously submitted to and approved by the Manager of the plant or his designated representative.

10. SENIORITY

(a) The Company shall in all cases of promotion, increase or decrease of employees, consider length of service, experience, ability, physical fitness, and efficiency, and when all other factors are relatively equal, length of service shall govern. No employee shall be entitled to seniority rating until such employee has completed two (2) months service with the Company. Seniority acquired shall terminate and be forfeited by any employee who:

- (i) voluntarily leaves the service of the Company;
- (ii) is discharged by the Company;

(iii) shall have been absent from the service of the Company for any reason whatever for a period of more than three (3) months where such employee has been immediately theretofore consecutively employed by the Company for one (1) year and not over two (2) years;

(iv) shall have been absent from the service of the Company for any reason whatever for a period of more than six (6) months where such employee has been immediately theretofore consecutively employed by the Company for two (2) years and not over three (3) years;

(v) shall have been absent from the service of the Company for any reason whatever for a period of more than nine (9) months where such employee has been immediately theretofore consecutively employed by the Company for three (3) years and not over five (5) years;

(vi) shall have been absent from the service of the Company for any reason whatever for a period of more than one (1) year where such employee has been immediately theretofore consecutively employed by the Company for (5) years or over.

(b) Absence for which special permission or leave of absence has been granted will not break seniority. The period for which leave of absence has been given shall be stated at the time it is granted (but for not more than three months at any one time, unless application for a renewal of same has been made and approved). Special permission for absence or leave of absence must be obtained in writing before the employee leaves, or in case of accident or illness at the first available opportunity. A copy of such leave of absence shall be given to the Secretary of the Union.

11.

WAGES

(a) The Company shall increase the wage rate of each employee on its payroll on April 1st, 1948 by 10¢ per hour.

(b) Effective April 1st, 1948, the minimum hiring rate for qualified employees shall be sixty-five (65) cents per hour.

(c) Effective April 1st, 1948, the minimum hiring rate for learners shall be fifty-five (55) cents for the first three (3) months, increasing to sixty (60) cents for the next three (3) months. Should the Company decide to retain any learner more than six (6) months such learner shall thereafter be entitled to the minimum hiring rate of sixty-five (65) cents per hour provided for under paragraph (b) of this section.

(d) Effective April 1st, 1948, the minimum hiring rate for youths under twenty-one (21) years of age shall be fifty (50) cents for the first three (3) months, increasing to fifty-five (55) cents for the next three (3) months. Should the Company decide to retain any youth more than six (6) months such youth shall thereafter be entitled to the minimum hiring rate of sixty-five (65) cents provided for under paragraph (b) of this clause.

(e) If after adjustment of the wage rates of all employees under paragraphs (a), (b), (c), and (d) of this section the Grievance Committee is of the opinion that the rate of any employee requires further adjustment, the Grievance Committee may refer the matter to the Manager of the Company's plant at any regular or special meeting. The decision of the Manager on any reference respecting adjustment of wages shall be final and binding on all concerned and shall not constitute a grievance for the purposes of this agreement.

(f) Should the Company determine it expedient to continue its previous practice of paying an annual bonus, such bonus shall be paid to the employees on the same basis as that granted to persons employed by it at similar or comparable hourly wage rates at its other branches throughout Canada.

12.

APPRENTICES

Apprentices should be limited to one for every eight journeymen, shall not be utilized to work as helpers and not be more than eighteen years of age when hired. On completion of four years service, apprentices shall be entitled to receive a journeyman's rate.

13. COMPANY'S RULES AND REGULATIONS

The Company may prescribe from time to time rules and regulations not inconsistent with the provisions of this agreement governing the conduct of its employees. Any employee contravening or refusing to conform to any rules or regulations prescribed by the Company shall be subject to discharge. The Company shall furnish a copy of any such rules and regulations to the Secretary of the Union before posting the same on the notice boards of the plant.

14. INTERPRETATION

In case of any conflict between the English and the French texts of this agreement the former shall prevail.

15. TERM OF AGREEMENT

This agreement shall remain in force and effect until Noon, March 31st, Nineteen Hundred and Forty-Nine and from year to year thereafter, unless terminated on any such anniversary date by not less than thirty (30) days nor more than sixty (60) days previous notice given in writing by either party to the other. Within the same delay either party may give like notice to the other of amendments desired to the agreement for the following year and should negotiations respecting such amendments continue beyond the expiration date all provisions of this agreement not affected by such amendments shall remain in effect for the following year.

IN WITNESS WHEREOF the Parties have executed these presents as of April 1st, Nineteen Hundred and Forty-Eight.

THE CANADIAN STEEL-BARS-MORSE COMPANY LIMITED

By [Signature]  
Of the First Part

L'UNION CANADIENNE DES METALLURGISTES, LOCAL NO. 1, INC.

By [Signature]

By [Signature]

Approved:

CANADIAN WORKERS ASSOCIATION INC.

By [Signature]