

S-507

NORTHERN ELECTRIC CO. (Telepho
ne, Wire Cable & Electronics Div.)

1947-48



47-48
S. 507

MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 23 septembre 1947.

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

Sujet: Conv. coll. entre Northern Electric
Company Limited and the Northern Electric Engineering
Employee Association (Telephone, Wire Cable and
electronics Divisions).

Monsieur,

Je vous inclus une copie de cette convention conclue
sous la Loi des Syndicats Professionnels, (S.R.Q., 1941, chapitre 162
et amendements), datée du 11 juillet 1947 et déposée au ministère du
Travail sous le numéro 507.

Sincèrement à vous,

Le Sous-ministre

H-15



S. 507

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 29 septembre, 1947.



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

RE:- Northern Electric Company Limited.
&
The Northern Electric Engineering Employees Association,
(Telephone, Wire Cable and Electronics Division)

Monsieur le sous-ministre,

J'accuse réception de votre lettre
du 23 septembre, 1947, accompagnée pour dépôt
de deux copies certifiées d'une convention de travail,
en date du 11 juillet 1947, intervenue entre
les parties ci-dessus mentionnées et déposée au minis-
tère du Travail, le 6 août, 1947
sous le numéro 507.

BUREAU DU SOUS-MINISTRE	
Préparer référence à:	
Approuver	
Préparer	10.
Attester réception	
Mettre en copie	
Faire le nécessaire	
Mettre à l'heure	
Classifier	P. E. Bernier, LL.L
copies	

Bien à vous,

P. E. Bernier
par R. R.

Le secrétaire,



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 23 septembre 1947.

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

Sujet: Convention collective entre Northern Electric
Company Limited and the Northern Electric Engineering Employees
Association (Telephone, Wire Cable and Electronic Divisions).

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 11 juillet 1947 et déposée au ministère du Travail le 6 août 1947, sous le numéro 507 en exécution de la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements).

Sincèrement à vous,

Le sous-ministre



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 18 août, 1947.

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

Sujet: Convention collective entre Northern Electric Co. Ltd.,
et "The Northern Electric Engineering Employee Association (Telephone, Wire Cable
and Electronics Division)

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 6 août, 1947 sous le numéro
507.

Sincèrement à vous,

Le sous-ministre

MC.
incl.



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce

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

Sujet: Convention collective entre

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 sous le numéro

Sincèrement à vous,

Le sous-ministre



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, August 16th, 1947.

Northern Electric Co. Ltd.,
1261, Shearer Street,
Montreal.

c/o Secretary

Dear Sir:-

Enclosed please find a certificate of the deposit made with the Department of Labour on August 6th, 1947, under Number 507 of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between Northern Electric Company Limited and the Northern Electric Engineering Employee Association (Telephone, Wire Cable and electronics Division).

The labour association party to the above mentioned agreement having been certified on April 30th, 1947 as bargaining agent by the Quebec Labour Relations Board, the deposit of such agreement with the Department of Labour has also the effect of the deposit contemplated in the Labour Relations Act (R.S.Q., 1941, Chapter 162-A and amendments).

Sincerely yours,

MC.
encl.

Deputy Minister.



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, August 16th, 1947.

Mr. J.D. Bourne, President,
Northern Electric Engineering Employee Association,
1261, Shearer Street,
Montreal.

Dear Sir:-

Enclosed please find a certificate of the deposit made with the Department of Labour on August 6th, 1947, under Number 507 of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between Northern Electric Company Limited and the Northern Electric Engineering Employee Association (Telephone, Wire Cable and electronics Divisions)

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Sincerely yours,

MC.
encl.

Deputy Minister.



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

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

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

Numé~~ro~~⁵⁰⁷
Number

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

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

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

le ministère du Travail a reçu de **Mr. J.D. Bourne, President, Northern Electric**
the Department of Labour has received from
Engineering Employee Association, 1261, Shearer Street, Montreal 22,

la convention mentionnée ci-après, laquelle a été déposée sous le numéro **507**
the hereinafter mentioned agreement, which has been deposited under Number

savoir:
to wit:

Une convention collective en date du
A collective agreement under date of

11 juillet 1947,

intervenue entre: **Northern Electric Company Limited and the Northern Electric**
between: **Engineering Employee Association (Telephone, Wire Cable and**
electronics Divisions). En vigueur à compter du 1er août 1947
jusqu'au 1er août 1948. Renouvellement conditionnel.

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

Sceau - Seal

ce **quinzième**
this

août

jour du mois de
day of the month of

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

MC.

.....
Sous-ministre

.....
Deputy Minister

Northern Electric Company, Ltd.,
1261 Shearer Street,
Montreal 22, P.Q.

July 28th., 1947.

LETTRE REÇUE
AOUT 6 1947
BUREAU
SOUS-MINISTRE
DU TRAVAIL

Minister of Labour,
Quebec,
P.Q.

Dear Sir:

As required under Section 19 of the Labour Relations Act, I am enclosing herewith two (2) Certified copies of the Collective Labour Agreement between the Northern Electric Company, Limited, and the Northern Electric Engineering Employee Association, which is effective from 1st day of August, 1947.

Yours very truly,

J. D. Bourne

J. D. Bourne
President, Northern Electric
Engineering Employee Association

BUREAU DU SOUS-MINISTRE	
Préparé le [] à []	
Enc. 2	
Préparé par []	[]
Approuvé par []	[]
Revisé par []	[]
Exécuté par []	[]
Contrôlé par []	[]
Classé par []	[]
Archivé par []	[]

CONVENTIONS COLLECTIVES		
VISA DE	Date	Par
Estampille		
Signatures	✓	me
Incorporation	14-2-47	
Reconnaissance	30-4-47	
Numerotage	507	
Formule		

COLLECTIVE LABOUR AGREEMENT

MEMORANDUM OF AGREEMENT made this 11th day of July 1947, BETWEEN:-

NORTHERN ELECTRIC COMPANY, LIMITED, a corporation organized and existing under the laws of the Dominion of Canada.

Hereinafter called the "Company".

OF THE FIRST PART

AND

NORTHERN ELECTRIC ENGINEERING EMPLOYEE ASSOCIATION

Hereinafter called the "Association"

OF THE SECOND PART

ARTICLE I - RECOGNITION

Whereas the Northern Electric Engineering Employee Association was duly certified under the Labour Relations Act by the Labour Relations Board of the Province of Quebec on April 30th, 1947, the Company recognizes the Association as the exclusive bargaining agency for all employees in the occupations listed in Appendix "A" excluding supervisors.

ARTICLE II - GENERAL PURPOSE

The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its employees, and to provide a more formal procedure for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and salaries.

ARTICLE III - MANAGEMENT RIGHTS

1. The Association acknowledges that it has been and still is the exclusive right of the Management of the Company to:- Hire, lay-off, discharge, classify, transfer, promote, demote or discipline employees, provided that a claim of discriminatory demotion or transfer, or a claim that an employee has been discharged or disciplined without reasonable cause may be dealt with under the Grievance Procedure as per Article V, provided that such claim shall be made within three working days after the date the employee is given notice of demotion, transfer, discharge or other disciplinary action.

Handwritten signature

ARTICLE III - MANAGEMENT RIGHTS (Cont'd)

2. All other rights and functions of Management heretofore existing and not specifically modified or changed by this Agreement shall remain with the Company.

ARTICLE IV - NON-DISCRIMINATION

1. The Company agrees that there shall be no discrimination or intimidation by the Company or any of its agents against any employee or group of employees because of membership or non-membership in the Association.

2. The Company also agrees that representatives of the Association shall be free to discharge their duties in an independent manner without fear that their individual relations with the Company may be affected in the least degree by any action taken by them in good faith in their representative capacity.

3. The Association agrees that neither its officers nor its members will intimidate, discriminate against or coerce any employee or group of employees, for the reason that they are or are not members of the Association.

ARTICLE V - COMPLAINTS AND GRIEVANCES

STEP 1 - Any matter, which in the opinion of an employee, constitutes a grievance or requires adjustment, shall first be taken up by the employee with the supervisor concerned. If the employee so desires, he may request his "Elected Representative" to accompany him. In cases where the employee discusses a question alone with the supervisor and no satisfactory conclusion is reached, the matter may be presented to the supervisor jointly by the employee and his "Elected Representative".

Any employee, if he so desires, may take up a complaint or a grievance as an individual through the regular line of organization without recourse to the Grievance Procedure. The Company, however, undertakes that it will not attempt to settle any grievances directly with the employee involved if his grievance has already been discussed with the Company by an "Elected Representative" pursuant to the regular Grievance Procedure.

STEP 2 - If, after following the above procedure, satisfactory adjustment is not obtained, the matter may be presented by the employee and his "Elected Representative" jointly to the Personnel Superintendent or Personnel Representative of the employee's division.

STEP 3 - Matters which are not satisfactorily adjusted through the procedure outlined above shall be discussed by the Executive Committee of the Association with the Manager of Industrial Relations of the Company together with other designated Management representatives.

J. D. Man

ARTICLE VI - ARBITRATION

- 1. Should the Company and the Executive Committee of the Association fail to reach an agreement in regard to any differences concerning the interpretation or violation of this Agreement, the matter may on the application of either party be referred to an arbitration board; such board will be composed of one person appointed by the Company, one person appointed by the Association, both of whom shall choose and agree to a third person to act as chairman, but in the event that the person chosen by the Company and the person chosen by the Association fail to agree upon a third person within seven working days, the Minister of Labour of the Province of Quebec shall be asked to nominate a Member of the Judiciary of the Province of Quebec, and the decision of the board shall be binding on both parties.
- 2. The Arbitration Board, however, shall not have jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, nor to give any decisions inconsistent with the terms and provisions of this Agreement.
- 3. Each of the parties hereto will bear the expense of the arbitrator appointed by it, and the parties will jointly bear the expense, if any, of the chairman.

ARTICLE VII - SENIORITY

The Company agrees, that in cases of equally qualified employees, on all occasions where, due to lack of work, a lay-off of employees is necessary, and in cases of regrading, seniority in length of service with the Company shall be given the fullest consideration.

ARTICLE VIII - RATES OF PAY

- 1. The Company agrees to review all rates of employees covered by the Association, except those still on The Hiring and Retiring Automatic Schedule (University Graduates), and will make adjustments on an individual basis effective August 1st, 1947. The total of these adjustments shall be not less than 8% of the gross monthly payroll of all employees covered by the Association. In consideration of this adjustment the Company agrees to pay and the Association agrees to accept during the life of this Agreement, the revised rates of pay as established above.
- 2. The Company agrees to undertake the study of grades of occupations for members of the Association, and providing a suitable plan is developed before the expiration of this contract, by mutual consent of the parties hereto, such plan shall take the form of an appendix to the original agreement.

ARTICLE IX - VALIDITY

- 1. If for any reason any portion of this Agreement shall be held to be void and unlawful, it shall not affect the validity of the rest of the Agreement.

[Handwritten signature]

ARTICLE IX - VALIDITY (Cont'd)

2. The Company agrees that existing general privileges not included in this Agreement will not be withdrawn during the life of this Agreement without due and sufficient cause and the Company undertakes to advise the Association of any contemplated changes.

ARTICLE X - MODIFICATION, RENEWAL AND TERMINATION

1. This Agreement shall become effective on the First day of August, 1947, and shall remain in full force and effect for a period of one year. This Agreement may be changed or amended by mutual consent of the parties hereto, such changes or amendments shall take the form of appendices to the original Agreement.

2. It shall remain binding for a further period of twelve months unless either party gives to the other party written notice of the termination hereof of not more than sixty days nor less than thirty days prior to the date of termination.

3. Either party may give the other party notice in writing at least sixty days prior to the expiration date of their desire to modify this Agreement. Within ten days after such notice is given a conference shall be held to consider such modifications.

4. In the event of written notice of modification or termination having been given by either party as provided for above, and the parties then desiring to negotiate together for a new Agreement or for a revision of the present Agreement, the present Agreement shall be considered as remaining in force during such reasonable time as may elapse, before it is found that the parties are unable to reach an agreement, or until a new or modified Agreement is completed. The parties hereto shall be obliged to sign an Agreement renewing the terms and conditions of this Agreement during such interim period.

IN WITNESS hereof the parties hereto have executed this Agreement on the 11th day of July 1947, in the City of Montreal, County of Hochelaga.

FOR NORTHERN ELECTRIC ENGINEERING EMPLOYEE ASSOC.

FOR NORTHERN ELECTRIC CO. LTD.

J.D. Bourne
.....
Chairman

P.E. [Signature]
.....
President

A.H. [Signature]
.....
Vice-Chairman

[Signature]
.....
Secretary

R.G. [Signature]
.....
Secretary

[Signature]

Occupations included in the Northern Electric Engineering Employee Association are as follows:

TELEPHONE DIVISION

Chief Telephone Engineer - Department #157
Equipment Engineers
Apparatus Engineers

Superintendent of Mfg. Engineering - Department #131
Manufacturing Methods Engineers
Plant Equipment Designers
Test Set Designers
Machine Designers
Tool Designers
Gauge Designers

Sales Manager - Department #160
Sales Engineers

WIRE AND CABLE DIVISION

Mechanical - Department #147
Equipment Engineers
Machine & Tool Designers

Cable Engineering - Department #140
Cable Engineers
Technical Engineers

Sales - Department #108
Sales Engineers

ELECTRONICS DIVISION

Broadcast Transmitter - Department #925-2
Development Engineers

Audio Equipment - Department #925-3
Development Engineers

Radio Receiver Design - Department #926
Development Engineers

Equipment Engineering - Department #931
Equipment Engineers

Municipal and Construction Engineering - Department #932
Equipment Engineers

*Telephone, Cable and
electronics divisions*

Ed. M.

ELECTRONICS DIVISION (CONT'D)

Consulting Engineering - Department #933
Development Engineers

Manufacturing Methods - Department #940
Technical Engineers

Manufacturing Drawings - Department #945
Specifications and Drawing Engineers

Manufacturing Tools, Gauges and Machines - Dept. #950
Tool & Machine Designers

Sales - Department #905
Sales Engineers

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