

S-1269 MTL. LOCOMOTIVE WORKS -

1949-50



49.10
S.1269A

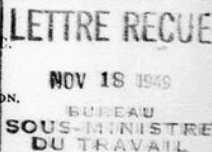
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COMMISSION DE RELATIONS OUVRIERES DE LA PROVINCE DE QUEBEC.

LABOUR RELATIONS BOARD OF THE PROVINCE OF QUEBEC.

286, RUE ST-JOSEPH.
QUEBEC.

7680, RUE HUTCHISON.
MONTREAL.



Québec le 16 novembre, 1949.

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

RE:- MONTREAL LOCOMOTIVE WORKS LIMITED
&
Montreal Union of Locomotive Builders &
Office Workers, Inc.,

Monsieur le sous-ministre,

J'accuse réception de votre lettre du
15 novembre 1949. , accompagnée pour dépôt
de deux copies certifiées d'une convention de tra-
vail, en date du 21 septembre 1949 , intervenue entre
les parties ci-dessus mentionnées et déposée au minis-
tère du Travail, le 27 septembre 1949 sous le numéro 1269-A

mp/

Bien à vous,

Alfred Bussière
Alfred Bussière, LL.L



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

QUÉBEC, ce 15 novembre 1949.

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

Sujet: Convention collective entre **Montreal Locomotive Works,
Limited and Montreal Union of Locomotive Builders & Office
Workers, 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 21 septembre 1949 et déposée au ministère du Travail le 27 septembre 1949 en exécution de la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements), sous le numéro 1269-A.

Sincèrement à vous,

L'Assistant-Sous-Ministre

Donat Quimper

H-14



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 5 octobre 1949.

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

Sujet: Convention collective entre Montreal Locomotive
Works, Limited et Montreal Union of Locomotive Builders
& Office Workers, 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 27 septembre 1949, sous le numéro

1269-A.

Sincèrement à vous,

L'Assistant Sous-Ministre.

Donat Quimper

T-1177

gc.

H-12



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, October 5th, 1949.

Mr. C.P. Madely, Manager,
Montreal Locomotive Works, Limited,
5781 E. Notre-Dame St.,
Montreal.

Dear Sir,

Enclosed please find a certificate of the deposit made with the Department of Labour on **Sept. 27, 1949**, under Number **1269-A** of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between

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

The labour association party to the above mentioned agreement having been certified on **September 25, 1945**, as bargaining agent by the Quebec Labour Relations Board, the deposit of such agreement with the Department of Labour has also the effect of the deposit contemplated in the Labour Relations Act (R.S.Q., 1941, Chapter 162-A and amendments).

Sincerely yours,

Assistant Deputy Minister.

Donat Quimper,
gc.



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, October 5th, 1949.

Mr. Charles Kent, President,
Montreal Union of Locomotive Builders &
Office Workers, Inc.,
5781 E. Notre-Dame St.,
Montreal.

Dear Sir,

Enclosed please find a certificate of the deposit made with the Department of Labour on **Sept. 27, 1949**, under Number **1269-A** of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between

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

The labour association party to the above mentioned agreement having been certified on **September, 25, 1945** as bargaining agent by the Quebec Labour Relations Board, the deposit of such agreement with the Department of Labour has also the effect of the deposit contemplated in the Labour Relations Act (R.S.Q., 1941, Chapter 162-A and amendments).

Sincerely yours,

Assistant Deputy Minister.

Donat Quimper,
gc.



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, October 5th, 1949.

Mr. A.C. Lawson,
Montreal Locomotive Works, Limited,
5781 E. Notre-Dame St.,
Montreal.

Dear Sir,

Enclosed please find a certificate of the deposit made with the Department of Labour on **Sept. 27, 1949**, under Number **1269-A** of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between

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

The labour association party to the above mentioned agreement having been certified on **September, 25, 1945**, as bargaining agent by the Quebec Labour Relations Board, the deposit of such agreement with the Department of Labour has also the effect of the deposit contemplated in the Labour Relations Act (R.S.Q., 1941, Chapter 162-A and amendments).

Sincerely yours,

Assistant 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

Numéro
Number **2269-A**

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

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

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

le ministère du Travail a reçu de
the Department of Labour has received from **M. J. Cartier et Charles Kent,
Montreal Union of Locomotive Builders &
Office Workers, Inc.**

la convention mentionnée ci-après, laquelle a été déposée sous le numéro
the hereinafter mentioned agreement, which has been deposited under Number **2269-A**.

savoir:
to wit:

Une convention collective **d'aménagement en date du 21 septembre 1949.**
A collective agreement under date of

intervenue entre:
between: **Montreal Locomotive Works, Limited and Montreal Union of
Locomotive Builders & Office Workers, Inc.**

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

Secau - Seal

ce
this **cinquième**

jour du mois de
day of the month of

septembre

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

50.

Assistant Sous-ministre

Assistant Deputy Minister

**Montreal Union of Locomotive Builders
and Office Workers Inc.**

CHARLES KENT,
PRESIDENT
REAL BEAUDOIN,
VICE-PRESIDENT

5781 Notre-Dame St. East
MONTREAL

A. CARTIER,
SECRETARY
ROLLAND TETRAULT,
TREASURER

Sept 26, 1949

Mr Donat Quimper,
Assistant Deputy Minister,
Department of Labour,
Parliament Buildings,
QUEBEC CITY, Que.



Dear Sir,

Referring to your letter dated August 3rd 1949, in which you enclosed a Certificate of Deposit made with the Department of Labour on July 22nd, 1949, under number 1269 of a Collective Agreement under the Professional Syndicates' Act (R.S.Q. 1941, Chapter 162 and amendments) between the Montreal Locomotive Works, Limited and the Montreal Union of Locomotive Builders and Office Workers, Inc. (Hourly Rated Employees), we are now enclosing, in duplicate, and amendment to clause 16, section "A" and "F" of this Agreement, which has been signed on September 21st, 1949, by the Montreal Locomotive Works, Limited and the Montreal Union of Locomotive Builders and Office Workers, Inc.

| CONVENTIONS COLLECTIVES | | |
|--------------------------------------|---------|-----|
| VISA DE | Date | Par |
| Estampille | ✓ | LC |
| Signatures | ✓ | MC |
| Incorporation | 30-4-45 | |
| Reconnaissance | 28-9-45 | |
| (Copy to Mr C.E. Madely, Manager.) | | |
| Numerotation Mr A.C. Lawson. 1269-A- | | |
| Formule | H 2 | |

21-9-49.

Yours very truly,

A. Cartier

A. Cartier, Secretary,

Charles Kent, President

Charles Kent

CLARIFICATION REVISION TO AGREEMENTDATED JULY 6, 1949 BETWEENMONTREAL LOCOMOTIVE WORKS, LimitedANDMONTREAL UNION OF LOCOMOTIVE BUILDERS AND OFFICE WORKERS INC.

It is hereby agreed that Sections (A) and (F) of Clause 16 of the Agreement, dated July 6, 1949, be revised to read as follows, and to be effective from June 6, 1949:-

16) 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 with pay as follows:-

| <u>SERVICE</u> | <u>VACATION WITH PAY</u> |
|----------------|--|
| 1 month = | 3 hours pay at the employee's rate per Schedule "A", plus 10%. |
| 2 months = | 7 " " " " " " " " " " " " |
| 3 months = | 10 " " " " " " " " " " " " |
| 4 months = | 14 " " " " " " " " " " " " |
| 5 months = | 17 " " " " " " " " " " " " |
| 6 months = | 21 " " " " " " " " " " " " |
| 7 months = | 25 " " " " " " " " " " " " |
| 8 months = | 29 " " " " " " " " " " " " |
| 9 months = | 32 " " " " " " " " " " " " |
| 10 months = | 36 " " " " " " " " " " " " |
| 11 months = | 39 " " " " " " " " " " " " |

When the employee's service equals or exceeds 15 days in a month, such period shall be considered as a full month for the purpose of this clause with any lesser period not taken into consideration. His days of vacation shall be consecutive.

F) Any employee laid off before the vacation period shall receive a vacation pay at the time of lay-off, on service since the last preceding May 1st, calculated at his hourly rate per Schedule "A", plus 10%, in accordance with the following:-

| <u>SERVICE SINCE LAST MAY 1st.</u> | <u>LESS THAN FIVE YEARS SER- VICE AT TIME OF LAY-OFF</u> | <u>FIVE YEARS SERVICE OR MORE AT THE TIME OF LAY-OFF.</u> |
|--|--|---|
| 1 month = | 3 hours | 7 hours |
| 2 months = | 7 " | 14 " |
| 3 months = | 10 " | 21 " |
| 4 months = | 14 " | 27 " |
| 5 months = | 17 " | 34 " |
| 6 months = | 21 " | 42½ " |
| 7 months = | 25 " | 49 " |
| 8 months = | 29 " | 57 " |
| 9 months = | 32 " | 63 " |
| 10 months = | 36 " | 70 " |
| 11 months = | 39 " | 78 " |

When the employee's service equals or exceeds 15 days in a month, such period shall be considered as a full month for the purpose of this clause with any lesser period not taken into consideration.

- continued on page two -

16) Vacations with pay - continued

F) This vacation pay is in addition to pay or vacation as specified in the previous sections of this clause for vacation with pay in respect of service prior to the last preceding May 1st.

Signed at Montreal on the ^{21st} ^{at 11:02} day of September, 1949.

For "The Company":

[Signature]

A. B. Lawson

Witness:

[Signature]

For "The Union":-

Charles Kent

[Signature]

Witness:

[Signature]

CLARIFICATION REVISION TO AGREEMENTDATED JULY 6, 1949 BETWEENMONTREAL LOCOMOTIVE WORKS, LimitedANDMONTREAL UNION OF LOCOMOTIVE BUILDERS AND OFFICE WORKERS INC.

It is hereby agreed that Sections (A) and (F) of Clause 16 of the Agreement, dated July 6, 1949, be revised to read as follows, and to be effective from June 6, 1949:-

16) 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 with pay as follows:-

| <u>SERVICE</u> | <u>VACATION WITH PAY</u> |
|----------------|--|
| 1 month - | 3 hours pay at the employee's rate per Schedule "A", plus 10%. |
| 2 months - | 7 " " " " " " " " " " " " |
| 3 months - | 10 " " " " " " " " " " " " |
| 4 months - | 14 " " " " " " " " " " " " |
| 5 months - | 17 " " " " " " " " " " " " |
| 6 months - | 21 " " " " " " " " " " " " |
| 7 months - | 25 " " " " " " " " " " " " |
| 8 months - | 29 " " " " " " " " " " " " |
| 9 months - | 32 " " " " " " " " " " " " |
| 10 months - | 36 " " " " " " " " " " " " |
| 11 months - | 39 " " " " " " " " " " " " |

When the employee's service equals or exceeds 15 days in a month, such period shall be considered as a full month for the purpose of this clause with any lesser period not taken into consideration. His days of vacation shall be consecutive.

F) Any employee laid off before the vacation period shall receive a vacation pay at the time of lay-off, on service since the last preceding May 1st, calculated at his hourly rate per Schedule "A", plus 10%, in accordance with the following:-

| <u>SERVICE SINCE LAST MAY 1st.</u> | <u>LESS THAN FIVE YEARS SER- VICE AT TIME OF LAY-OFF</u> | <u>FIVE YEARS SERVICE OR MORE AT THE TIME OF LAY-OFF.</u> |
|--|--|---|
| 1 month - | 3 hours | 7 hours |
| 2 months - | 7 " | 14 " |
| 3 months - | 10 " | 21 " |
| 4 months - | 14 " | 27 " |
| 5 months - | 17 " | 34 " |
| 6 months - | 21 " | 42 $\frac{1}{2}$ " |
| 7 months - | 25 " | 49 " |
| 8 months - | 29 " | 57 " |
| 9 months - | 32 " | 63 " |
| 10 months - | 36 " | 70 " |
| 11 months - | 39 " | 78 " |

When the employee's service equals or exceeds 15 days in a month, such period shall be considered as a full month for the purpose of this clause with any lesser period not taken into consideration.



COMMISSION DE RELATIONS OUVRIERES DE LA PROVINCE DE QUEBEC.

LABOUR RELATIONS BOARD OF THE PROVINCE OF QUEBEC.

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

Québec le 27 septembre 1949

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



RE:- Montreal Locomotive Works, Limited
&
Montreal Union of Locomotive Builders &
Office Workers (Manual Employees' Section).

Monsieur le sous-ministre,

J'accuse réception de votre lettre
de 23 septembre 1949, accompagnée pour dépôt
de deux copies certifiées d'une convention de travail,
en date du 6 juillet 1949, intervenue entre
les parties ci-dessus mentionnées et déposée au minis-
tère du Travail, le 22 juillet 1949
sous le numéro 1269

mp/

Bien à vous,

P. E. Bernier
Le secrétaire,

P. E. Bernier, LL.L



49.50
S.1269

MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

QUÉBEC, ce 23 septembre 1949.

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

Sujet: Convention collective entre Montreal Locomotive
Works, Limited & Montreal Union of Locomotive Builders and
Office Workers (Manual Employees' Section).

Monsieur,

Conformément aux prescriptions du deuxième paragra-
phe 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 6 juil-
let 1949 et déposée au ministère du Travail le 22 juil-
let 1949 en exécution de la Loi des Syndicats profession-
nels (S.R.Q., 1941, chapitre 162 et amendements), sous le nu-
méro 1262.

Sincèrement à vous,

L'Assistant-Sous-Ministre

Donat Quimper

H-14



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 3 août 1949.

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

Sujet: Convention collective entre **Montreal Locomotive Works Ltd., & Montreal Union of Locomotive Builders and Office Workers (Manual Employees' Section).**

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 22 juillet, 1949 sous le numéro 1269.

Sincèrement à vous,

L'Assistant Sous-Ministre.

Donat Quimper
MC. incl.



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, August 3rd, 1949.

Mr. Charles Kent, President,
Montreal Union of Locomotive Builders
and Office Workers Inc.,
5781, Notre-Dame Street East,
Montreal.

Dear Sir:-

Enclosed please find a certificate of the deposit made with the Department of Labour on July 22nd, 1949 under Number 1269 of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between Montreal Locomotive Works, Ltd., & Montreal Union of Locomotive Builders and Office Workers (Manual Employees' Section).

The labour association party to the above mentioned agreement having been certified on Sept. 27th, 1945 as bargaining agent by the Quebec Labour Relations Board, the deposit of such agreement with the Department of Labour has also the effect of the deposit contemplated in the Labour Relations Act (R.S.Q., 1941, Chapter 162-A and amendments).

Sincerely yours,

Assistant Deputy Minister.

T-1170

Donat Quimper
MC. encl.

H-2a



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, August 3rd, 1949.

**Mr. A.C. Lawson,
Montreal Locomotive Works, Limited,
5781, Notre-Dame Street East,
Montreal.**

Dear Sir:-

Enclosed please find a certificate of the deposit made with the Department of Labour on **July 22nd, 1949** under Number **1269** of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between **Montreal Locomotive Works, Ltd., & Montreal Union of Locomotive Builders and Office Workers (Manual Employees' Section)**.

The labour association party to the above mentioned agreement having been certified on **Sept. 27th, 1945** as bargaining agent by the Quebec Labour Relations Board, the deposit of such agreement with the Department of Labour has also the effect of the deposit contemplated in the Labour Relations Act (R.S.Q., 1941, Chapter 162-A and amendments).

Sincerely yours,

Assistant Deputy Minister.

**Donat Quimper
MC. encl.**



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 3 août 1949.

Monsieur J.-A. Cartier,
Montreal Union of Locomotive Builders
and Office Workers Inc.,
5781 est, rue Notre-Dame,
Montreal.

Monsieur,

Je vous inclus un certificat constatant le dépôt fait au ministère du Travail, le 22 juillet, 1949 sous le numéro 1269, de la convention collective conclue sous la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements) intervenue entre Montreal Locomotive Works, Ltd., & Montreal Union of Locomotive Builders and Office Workers (Manual Employees' Section).

La partie ouvrière ayant été reconnue le 27 septembre, 1945 comme agent négociateur par la Commission de Relations ouvrières de Québec, le dépôt de cette convention au ministère du Travail a aussi les effets du dépôt exigé par la Loi des Relations ouvrières (S.R.Q., 1941, chapitre 162-A et amendements).

Veuillez agréer l'expression de mes meilleurs sentiments.

L'Assistant-Sous-Ministre

Donat Quimper
MC. incl.

H-2



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 **1269**
Number

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

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

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

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

Mr. Charles Kent, President, Montreal Union of Locomotive Builders and Office Workers Inc., 5781, Notre-Dame St. East, Montreal,

la convention mentionnée ci-après, laquelle a été déposée sous le numéro **1269**
the hereinafter mentioned agreement, which has been deposited under Number

savoir:
to wit:

Une convention collective en date du **6 juillet 1949**
A collective agreement under date of

intervenue entre:
between:

Montreal Locomotive Works, Limited & Montreal Union of Locomotive Builders and Office Workers (Manual Employees' Section). En vigueur pour une période d'une année à compter du 6 juin 1949. Renouvellement automatique d'une année.

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

Seau - Seal

ce **troisième**
this

jour du mois de
day of the month of

soit

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

HC.

Assistant

Sous-ministre

Assistant

Deputy Minister

Agreement between

Montreal Locomotive Works, Limited

and

Montreal Union of Locomotive Builders

and Office Workers, Inc.

Manual Employees' Section

1949-1950

Agreement between

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

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

2) 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, employed by "The Company".

3) Recognition

"The Company" hereby recognizes that "The Union" has been duly certified under the "Labour Relations Act" (R.S.Q.1941, chapter 162a) as sole bargaining agent for all its employees hired at an hourly rate, except foremen, patternmakers, stationary enginemen, firemen and helpers in the steam power plant, employed by "The Company".

4) Co-operation

All parties to this agreement hereby commit themselves to the fullest co-operation with the object of maintaining efficient and uninterrupted production in the plant.

5) The Union Security

A) "The Company" agrees to furnish "The Union" with a list of the employees hired or re-hired by "The Company", once every fifteen days.

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

6) Negotiations

Any difficulties between "The Company" and "The Union" which may arise, and which cannot be handled through the regular grievance procedure, may be presented to the Management of "The Company" by the Negotiating Committee of "The Union", at the discretion of "The Union", for consideration and settlement. Every effort will be made to settle any such difficulties within forty-eight (48) hours after presentation to "The Company".

7) Officers of The Union

"The Union" shall furnish "The Company" with a list of names of the members of the Negotiating Committee and of the Executive Committee and also the names of all Shop Stewards within ten (10) days after this agreement comes into force. Whenever any change is made in such list, "The Company" will be notified in writing within three (3) days of such change. It is recognized by "The Union" that the number of 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.

8) Names of All 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.

9) Wages

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

B) 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.

C) "The Company" agrees not to reduce any piece work rate on any job without first negotiating the said piece work rate with "The Union" and "The Company" also agrees to negotiate with "The Union" with regard to increasing any piece work rates considered inadequate by "The Union".

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.

10) Management

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

11) Hours of Work

A) Day Shift: Regular hours of work shall be eight and one-half (8½) hours per day or forty-two and one-half (42½) hours per week:-

Monday to Friday 7.15 a.m. till 12.00 noon
1.00 p.m. till 4.45 p.m.

All day shift employees covered by this agreement shall be paid time and one-half after eight and one-half (8½) hours have been worked in one day. Time and one-half will be paid for any scheduled shift or other work which may be required on Saturday.

11) Hours of Work - continued

B) Night Shift: Regular hours of work shall be forty two and one-half (42½) hours per week as follows:-

| | |
|--------------------------|--|
| Monday to Thursday | 8.00 p.m. till 12.00 midnight 12.30 a.m. till 5.30 a.m. |
| Friday | 5.00 p.m. till 8.15 p.m. 8.30 p.m. till 11.45 p.m. |

All night employees covered by this agreement shall be paid time and one-half after nine (9) hours have been worked in one night from Monday to Thursday and after six and one-half (6½) hours have been worked on Friday night.

C) All night employees working on regular night shift shall be paid a premium of five (5¢) 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) After an employee has worked three (3) hours overtime on his scheduled shift on Monday to Friday, any hours worked thereafter on that 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.

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.

12) Arrival at work

No employee covered by this agreement, having worked less than thirty (30) hours in a week, shall be sent home by "The Company" without being credited with three (3) hours pay. If an employee has worked more than thirty (30) hours in the week, he must be credited with two (2) hours pay.

13) Dismissals, Transfers and Lay-offs.

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 settled between "The Union" and "The Company".

B) In the event of a lay-off, "The Company" shall supply the President of "The Union" with a list of men 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 or employees in question, such reinstatement will be with pay, retroactive to date of lay-off.

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.

13) Dismissals, Transfers and Lay-offs - continued

D) In the event of a shut-down in the Plant caused through any circumstances, "The Company" agrees to re-hire first: the members of the Executive Committee of "The Union" and second: the Shop Stewards of "The Union", in the first group to be re-hired in their respective trade, ability providing.

E) In a case where an employee is to be laid off, "The Company" whenever possible shall notify "The Union" in writing, forty-eight (48) hours before the release of the employee is due to take effect. The employee will also be notified at the same time.

F) "The Company" shall continue to submit a list of all lay-offs, transfers and change of rates to "The Union" for signature by the Shop Steward and the President of "The Union".

14) 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.

15) Night Employees

No night employee covered by this agreement will be sent home by "The Company" between the hours of twelve (12) o'clock midnight and five (5.00) a.m. No night employee shall be sent home by "The Company" due to lack of work, break-downs, etc., at any time during the regular working period of the night shift on a pay night without first receiving his pay.

16) 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, per Schedule A, plus ten (10) percent. 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-two and one-half ($42\frac{1}{2}$) hours at his hourly rate, per Schedule A, plus ten (10) percent. 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 eighty-five (85) hours at his hourly rate, per Schedule A, 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 not later than May 1st.

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.

16) 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 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' 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. 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.

17) Guards

A) The regular hours of work of all guards covered by this agreement shall be scheduled by "The Company". Hours worked in excess of forty-eight (48) hours in any work week shall be paid for at time and one-half.

The shift hours presently are as follows, each day:

8.00 a.m. to 4.00 p.m.
4.00 p.m. to 12.00 p.m.
12.00 p.m. to 8.00 a.m.

B) Any guard who is called to work on his scheduled day off shall be paid time and one-half for all hours worked on that day.

C) None of the provisions of Sections 9, 11 and 18 shall be applicable to guards. Guards covered by this agreement shall be paid according to the wage scale, Schedule A, and, in addition, shall receive an extra fifteen (15¢) cents per hour in wages, to be added to their total weekly earnings.

18) Recognized Holidays

A) New Year's Day, Good Friday, May 24th, June 24th, Dominion Day, Labour Day, Thanksgiving Day, and Christmas Day shall be observed as holidays from 5.30 a.m. on any such day to 5.30 a.m. on the next day and any employee working on any such holidays shall be paid double time. All Sundays shall be observed as holidays from twelve (12) o'clock midnight on Saturday to twelve (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 a 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, Labour Day and Christmas Day shall be observed as holidays with pay for the hours of work specified in Section 11 for the particular day and in accordance with section 9, subsection 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, and has had three months service with "The Company", prior to any such day. Any employee who works on one of these seven holidays with pay shall be paid double time and shall have a day off with pay in the following 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 ($\frac{1}{2}$) hour for lunch for which he shall be paid provided he has completed four (4) hours of work on that day.

D) Any employee who starts work between twelve (12) o'clock midnight on Saturday and twelve (12) o'clock midnight on Sunday shall be paid at the rate of double time for all the hours he works on that shift, even though one or more of the hours worked may be on Monday morning. The same shall apply from 5.30 a.m. on all the other days mentioned in Section A) of this article to 5.30 a.m. on the following day.

19) Notices

Unless otherwise required by law, no notice altering the working conditions in the Plant, or otherwise affecting the welfare of the employees, shall be posted by the Management until said notice has been submitted to the Executive Committee of "The Union". "The Union" shall have the privilege of posting notices on the boards in all departments after said notice has been submitted to the Management of "The Company". All notices must be posted by both parties, bilingually.

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) Union Activities

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

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

and

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

22) Grievance Procedure

The employee will take the grievance before the Steward of his Department. The Steward, with the employee, will take the grievance before the departmental foreman for settlement; if no settlement can be made with the departmental foreman, the Steward will take the grievance before the Executive Committee of "The Union".

The Executive Committee will take the grievance before the departmental foreman for settlement; if no settlement can be made with the departmental foreman, the Executive Committee will take the case before the Plant Superintendent.

If no settlement can be made with the Plant Superintendent, the grievance will be taken before the Manager for settlement.

23) Arbitration

In the event that no agreement is reached through the procedure set forth in Sections 6 and 22 hereof, the parties will endeavour to effect a settlement through some agreed method of arbitration to be final and binding on both parties, but, failing such an agreement as to arbitration, then either party shall have the right to apply for a Board of Conciliation under the provision of the Quebec Trades Dispute Act (R.S.Q.1941, Chapter 167).

24) Deductions from Wages

Deductions from wages, except those required by law, shall be made only upon authorization signed by the employee and acceptable to "The Company".

25) Revision of Occupational Classifications

"The Company" in consultation with the Executive of "The Union" has been and still is considering a review of the schedule of occupational classifications and the respective hourly rates applicable to employees set forth as Schedule "A" attached hereto, but has at the date hereof been unable to complete revision of such schedule and it is accordingly agreed that, notwithstanding anything contained in this agreement, if "The Company" shall have completed such revised schedule and shall have obtained in writing the approval of the Executive of "The Union", the schedule of occupational classifications and hourly rates attached hereto as Schedule "A" shall be replaced by such revised schedule and shall come into force and effect on the Friday following such written approval by the Executive of "The Union" and shall remain in full force thereafter for the remainder of the term of this agreement. "The Company" agrees, however, that no employee shall receive a decrease during the remainder of the term of this agreement due to such revision of Schedule "A" and the rates applicable to employees, unless and until the employee is laid off and re-hired, or subsequently transferred from his existing position at the time of revision to a new position of lower category or classification, in which case he will be paid the prevailing rate for the category or classification at which he is then working.

It is recognized that on institution of such revised schedule, this clause number 25 will replace paragraph B, of clause 9, of this agreement.

26) Renewal and Termination

This agreement shall become effective on the 6th day of June, 1949, 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.

27) Strikes and Lock-outs.

During the life of this agreement or while negotiations for a further agreement are in progress, there shall be no strike or slow-down on the part of the members of "The Union" nor any lock-out on the part of "The Company", until all the provisions of this agreement have been exhausted.

Signed at Montreal on the 6th day of July, 1949.

For "The Company":

Comradey
A. B. Lawson

Witness:

Albropu

For "The Union":

Charles Kent
J. K. Curtis

Witness:

Laurent Pétreault

SCHEDULE "A"MONTREAL LOCOMOTIVE WORKS, LimitedOCCUPATIONAL CLASSIFICATIONS AND HOURLY RATES
ESTABLISHED AS OF JUNE 6th, 1949

| <u>OCCUPATION</u> | <u>CLASS 1</u> | <u>CLASS 2</u> | <u>CLASS 3</u> | <u>CLASS 4</u> |
|-------------------------------------|----------------|----------------|----------------|----------------|
| Apprentices - 1st Year - 1st 6 mos. | .45 | | | |
| " - 1st Year - 2nd 6 " | .48 | | | |
| " - 2nd Year - 1st 6 " | .50 | | | |
| " - 2nd Year - 2nd 6 " | .53 | | | |
| " - 3rd Year - 1st 6 " | .56 | | | |
| " - 3rd Year - 2nd 6 " | .60 | | | |
| Air Tool Operators | .90 | .80-.85 | .70-.75 | |
| Beltmen | .80 | .70 | | |
| Blacksmiths | 1.15 | 1.00 | .85-.90 | .80 |
| Boilermakers - Leaders | 1.20 | 1.10 | | |
| " - Others | .95-1.00 | .85-.90 | .80 | |
| Boltmakers | .80 | .70 | | |
| Brakemen | .80 | .75 | | |
| Carpenters - Leaders | 1.10 | | | |
| " - Others | 1.00 | .95 | .90 | .85 |
| Checkers - Shop | .85-.90 | .80 | .75 | .70 |
| Clerks - Shop | .85 | .80 | .75 | .65-.70 |
| Crane Operators | .90 | .85 | .80 | .75 |
| Drop Hammer Operators | 1.10 | 1.00 | .90 | |

SCHEDULE "A"MONTREAL LOCOMOTIVE WORKS, LimitedOCCUPATIONAL CLASSIFICATIONS AND HOURLY RATES
ESTABLISHED AS OF JUNE 6th, 1949

| <u>OCCUPATION</u> | <u>CLASS 1</u> | <u>CLASS 2</u> | <u>CLASS 3</u> | <u>CLASS 4</u> |
|-------------------------|----------------|----------------|----------------|----------------|
| Electricians - Leaders | 1.25 | | | |
| " - Others | 1.15 | 1.05-1.10 | .95-1.00 | .85-.90 |
| Engineers - Yard Engine | .90 | .85 | | |
| Engineers - Loco. Crane | .95 | .90 | | |
| Firemen - Loco. | .80 | .75 | | |
| Fitters | 1.05-1.10 | .95-1.00 | .85-.90 | .75-.80 |
| Gang Leaders | 1.45-1.60 | 1.25-1.35 | 1.15-1.20 | 1.10 |
| Gas Burners | .90-.95 | .80-.85 | .70-.75 | .65 |
| Gas Plant Operators | .80 | .70-.75 | | |
| Guards | .75 | | | |
| Hammer Drivers | .80 | .70 | | |
| Hammersmiths | 1.40 | 1.20 | 1.00 | |
| Handymen | .85 | .80 | .75 | .70 |
| Heaters | .80 | .70 | .60 | |
| Heat Treaters | .90 | .80-.85 | .75 | |
| Hydraulic Riveters | .90 | .80 | | |
| Inspectors | 1.05 | 1.00 | .95 | .85-.90 |
| Janitors (Male) | .70 | | | |
| " (Female) | .60 | | | |
| Layersout | 1.05 | .95 | .85-.90 | .80 |

SCHEDULE "A"MONTREAL LOCOMOTIVE WORKS, LimitedOCCUPATIONAL CLASSIFICATIONS AND HOURLY RATES
ESTABLISHED AS OF JUNE 6th, 1949.

| <u>OCCUPATION</u> | <u>CLASS 1</u> | <u>CLASS 2</u> | <u>CLASS 3</u> | <u>CLASS 4</u> |
|-----------------------------|----------------|----------------|----------------|----------------|
| Machine Operators - Leaders | 1.10 | 1.05 | 1.00 | |
| Machine Operators | .95-1.05 | .85-.90 | .75-.80 | .65-.70 |
| Maintenance Men | 1.05 | .95-1.00 | .85-.90 | .75-.80 |
| Millwrights & Riggers | 1.05-1.10 | .95-1.00 | .85-.90 | .80 |
| Oilers | .80 | .75 | .70 | .65 |
| Painters | 1.00 | .95 | .90 | .80-.85 |
| Pipe Fitters | 1.05 | 1.00 | .90-.95 | .80-.85 |
| Slingers | .80 | .75 | .70 | .65 |
| Shop Helpers | .70 | .65 | | |
| Shop Laborers | .70 | .65 | | |
| Storemen | .85 | .80 | .75 | .65-.70 |
| Rivet & Tap Passers | .60 | .55 | .50 | |
| Tin & Coppersmiths | 1.00 | .95 | .90 | .80-.85 |
| Timekeepers | .80 | .65-.70 | | |
| Tool Distributors | .90 | .85 | .80 | .70-.75 |
| Toolmakers | 1.20 | 1.10-1.15 | 1.00-1.05 | .90-.95 |
| Toolsmiths | 1.15 | 1.00-1.05 | .95 | .80-.85 |
| Tool Temperers | 1.10 | 1.00 | .90 | |
| Tractor Drivers | .80 | .70-.75 | | |
| Trackmen | .75 | .70 | .65 | |
| Truck Drivers | .85 | .80 | .75 | |
| Welders - Electric | 1.05 | .95-1.00 | .90 | .80 |