

S-1258 MTL. LOCOMOTIVE WORKS -
(EMM. BIL'EDU)

1949-50

49.12
S.1258A



COMMISSION DE RELATIONS OUVRIERES DE LA PROVINCE DE QUEBEC.

LABOUR RELATIONS BOARD OF THE PROVINCE OF QUEBEC.

286, RUE ST-JOSEPH,
QUEBEC.

7086, RUE HUTCHISON,
MONTREAL.

Québec le 8 novembre 1949.

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

LETTRE RECUE
NOV 9 1949
BUREAU
SOUS-MINISTRE
DU TRAVAIL

RE:- Montreal Locomotive Works Limited
&
Montreal Union of Locomotive Builders &
Office Workers, Inc.,

Monsieur le sous-ministre,

J'accuse réception de votre lettre du
2 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

1528A.
1258A

mp/

Bien à vous,

Alfred Bussière
Alfred Bussière, LL.L



49-10
S.1258 A

MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

QUÉBEC, ce 2 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 para-
graphe de l'article 19-A de la Loi des Relations ouvrières (S.R.Q.,
chapitre 162-A et amendements), je vous inclus, pour dépôt,
deux copies certifiées de cette convention datée du 21 septem-
bre 1949 et déposée au ministère du Travail le 27 sep-
tembre 1949 en exécution de la Loi des Syndicats profession-
nels (S.R.Q., 1941, chapitre 162 et amendements), sous le nu-
méro 1258-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

1258-A.

Sincèrement à vous,

L'Assistant Sous-Ministre.

Donat Quimper

T-1177

ge.

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 1258-A of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 152 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 June, 22, 1949, 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 **1258-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 **June, 22, 1949**, 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,
GS.



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 ~~1258-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 ~~June, 22, 1949~~ 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 **1253-A**

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

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

~~vingt-septième~~
mil neuf cent quarante-
nineteen hundred and forty- **neuf**

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

M. A. 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 **1253-A**

savoir:
to wit:

Une convention collective, en vertu de
A collective agreement under title of
d'amendement en date du 21 septembre 1949.

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,

Sceau - Seal

ce
this **cinquième** jour du mois de
octobre mil neuf cent quarante-
nineteen hundred and forty- **neuf**

Assistant

Sous-ministre

Assistant

Deputy Minister

CHARLES KENT,
PRESIDENT
REAL BEAUDOIN,
VICE-PRESIDENT

Montreal Union of Locomotive Builders
and Office Workers Inc.
5781 Notre-Dame St. East
MONTREAL

A. CARTIER,
SECRETARY
HOLLAND 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 July 26th, 1949 in which you enclosed a Certificate of Deposit made with the Department of Labour on July 28th, 1949 under number 1258 of a Collective Agreement under the Professional Syndicates' Act (R.S.Q. 1941, Chapter 162 and Amendments) between Montreal Locomotive Works, Limited and the Montreal Union of Locomotive Builders and Office Workers, Inc. (Staff Employees), we are now enclosing, in duplicate, an amendment to clause 16, section "A" 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.

Yours very truly,

(Copy to Mr C.P. Madely, Manager.)
Mr A.C. Lawson.

A. Cartier
A. Cartier, Secretary,

CONVENTIONS COLLECTIVES		
VISA DE	Date	Par
Estampille	✓	26
Signatures	✓	
Incorporation	21-4-45	MC
Reconnaissance	22-4-49	
Numerotage	1258-4	
Formule	402	

21-9-49.

Charles Kent, President.

Charles Kent

CLARIFICATION REVISION TO AGREEMENT

DATED JULY 14, 1949 BETWEEN

MONTREAL LOCOMOTIVE WORKS, Limited

AND

MONTREAL UNION OF LOCOMOTIVE BUILDERS AND OFFICE WORKERS INC.

It is hereby agreed that Clause 11 - Hours of Work - of the Agreement, dated July 14, 1949, be revised to read as follows, and to be effective from June 16, 1949:-

11) HOURS OF WORK

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

Monday to Friday 8.15 a.m. till 12.39 p.m.
1.30 p.m. till 5.00 p.m.

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

Monday to Friday 7.33 a.m. till 12.00 noon
1.00 p.m. till 4.45 p.m.

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

It is recognized that notwithstanding the above specified hours of work, certain employees, due to the nature of their duties, may be required to work a regular work week of 42½ hours per week, in which circumstances such cases shall be mutually agreed by "The Company" and "The Union".

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

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

Signed at Montreal on the 21st day of September, 1949.

For "The Company":

[Signature]
[Signature]

For "The Union":

[Signature]
[Signature]

Witness:

[Signature]

Witness:

[Signature]



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, Inc.,

Monsieur le sous-ministre,

J'accuse réception de votre lettre
du 23 septembre 1949, accompagnée pour dépôt
de deux copies certifiées d'une convention de travail,
en date du 14 juillet 1949, intervenue entre
les parties ci-dessus mentionnées et déposée au minis-
tère du Travail, le 22 juillet 1949
sous le numéro 1258

mp/

Bien à vous,


Le secrétaire,

P. E. Bernier, L.L.L

3667



49.50
1.1258

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, Inc.

Monsieur,

Conformément aux prescriptions du deuxième para-
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 14 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 1233.

Sincèrement à vous,

L'Assistant-Sous-Ministre

Donat Quimper

H-14

Montreal. 21 juillet

Blair
3681

Local 48

Mr. Carter
Montreal Division of
Builders and Office Workers
2 conventions.

ai appeli
ai appeli

7-8-47



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 26 juillet 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 and 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 22 juillet, 1949 sous le numéro
1258.

Sincèrement à vous,

L'Assistant Sous-Ministre.

Donat Quimper
MC. incl.



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, July 26th, 1949.

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

Dear Sir:-

Enclosed please find a certificate of the deposit made with the Department of Labour on July 22nd, 1949, under Number 1258 of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between Montreal Locomotive Works, Limited, and Montreal Union of Locomotive Builders and Office Workers, Inc.

The labour association party to the above mentioned agreement having been certified on September 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
MC



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, July 26th, 1949.

Mr. S.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 1258 of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between Montreal Locomotive Works, Limited, and Montreal Union of Locomotive Builders and Office Workers, Inc.

The labour association party to the above mentioned agreement having been certified on September 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

H-2a

Donat Quimper
MC. encl.



Loi des Syndicats Professionnels *Professional Syndicates' Act*
(S.R.Q., 1941, chapitre 162 et amendements) (R.S.Q., 1941, Chapter 162 and amendments)

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

Numéro **1258**
Number

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

jour du mois de **juillet** mil neuf cent quarante- **neuf**
day of the month of *nineteen hundred and forty-*

le ministère du Travail a reçu de **Mr. Charles Kent, President, Montreal Union of Locomotive Builders and Office Workers Inc., 5781, Notre-Dame St. East, Montreal**
the Department of Labour has received from

la convention mentionnée ci-après, laquelle a été déposée sous le numéro **1258**
the hereinafter mentioned agreement, which has been deposited under Number

savoir:
to wit:

Une convention collective en date du **14 juillet 1949**
A collective agreement under date of

intervenue entre: **Montreal Locomotive Works, Limited & Montreal Union of Locomotive Builders and Office Workers, Inc. En vigueur pour une période d'une année à compter du 16 juin 1949. Renouvellement automatique d'une année.**
between:

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

Sceau - Seal

ce **vingtième-sixième** jour du mois de
this *day of the month of*

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

MC.

.....
Sous-ministre

.....
Deputy Minister

Copie pour monsieur Tremblay.

COPIE

Quebec, July 21st 1949.

LETTRE RECUE

JUIL 22 1949

BUREAU
SOUS-MINISTRE
DU TRAVAIL

*Inf. de M. Bonch
au Secrétaire*

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

Dear Sir:-

I acknowledge receipt of your letter of July 14th, enclosing two copies of the agreement between Montreal Locomotive Works, Limited and Montreal Union of Locomotive Builders and Office Workers, Inc. I am referring such agreement to the Department of Labour.

Yours very truly,

(signed) JEAN BRUCHESI

JEAN BRUCHESI
Under-Secretary of the Province

CONVENTIONS COLLECTIVES		
VISAGE	Date	Pris
Reçu	✓	ME
Reçu	✓	
Reçu	30-4-49	
Reçu	27-9-48	
Numerotage	1258	
Formule		

Signature: 14-7-49

BN/yb.

Mr. M. Boucher

AGREEMENT BETWEEN

MONTREAL LOCOMOTIVE WORKS, LIMITED

AND

MONTREAL UNION OF LOCOMOTIVE BUILDERS AND
OFFICE WORKERS, INC.

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) JURISDICTION

This agreement applies to salaried employees in the following occupations:-

Clerks except as subsequently referred to.
First-Aid Attendants.
Office maintenance employees.
Comptometer Operators.
Timekeepers.
Shippers.
Material Tracers.
Piece-Work Checkers.
Time Observers.
Safety Inspectors.

The following clerical occupations are not covered by this agreement:-

Buyers.
Planning & Scheduling Department Clerks.
Operation Clerks.
Chief Clerks.
Confidential Clerks.
Clerks in Piece-Work Department.
Employment Clerks.
Personnel Clerks.
Clerks in the Sales Department.
Clerks in the Drafting & Engineering Department.
Draftsmen.
Stenographers.
Secretaries.
Typists.
Office Boys.
Employees in a supervisory capacity.
Clerks in the Office of the Manager.
Clerks in the Office of the Assistant Comptroller.
Clerks in the Office of the Assistant Secretary-Treasurer.
Clerks in the Office of the Vice-President.

3) RECOGNITION

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

4) CO-OPERATION

All parties to this agreement hereby commit themselves to the fullest co-operation with the object of maintaining efficient workmanship in "The Company's" offices.

5) THE UNION SECURITY

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

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

6) NEGOTIATIONS

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

7) OFFICERS OF THE UNION

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

8) Names of Supervisors

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

9) WAGES

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

9) WAGES - continued

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

C) All salaried employees covered by this agreement shall receive an increase of \$10.00 per month, unless such increase would result in a salary in excess of the applicable maximum shown on the salary schedule "A", in which case the increase, if any, will be such amount as to bring the particular employee's salary to the maximum for his particular occupation and classification.

10) MANAGEMENT

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

11) HOURS OF WORK

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

Monday to Friday 8.15 a.m. till 12.39 p.m.
1.00 p.m. till 5.00 p.m.

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

Monday to Friday 7.33 a.m. till 12.00 noon
1.00 p.m. till 4.45 p.m.

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

It is recognized that notwithstanding the above specified hours of work, certain employees, due to the nature of their duties, may be required to work a regular work week of 42½ hours per week, in which circumstances such cases shall be mutually agreed by "The Company" and "The Union".

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

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

12) DISMISSALS, TRANSFERS AND LAY-OFFS

A) No member of the Executive Committee, or office delegate (not to exceed 5 in number) of "The Union" shall be dismissed, laid off or transferred until his case has been settled between "The Union" and "The Company".

B) In the event of a lay-off, "The Company" shall supply the Executive Committee of "The Union" with a list of men to be laid off two weeks in advance of the date of lay-off. If "The Union" is of the opinion that an injustice is being done, the case or cases will be handled as per Grievance Procedure, outlined elsewhere in this agreement. If the Grievance Procedure results in the reinstatement of the employee, or employees in question, such reinstatement will be with pay, retroactive to date of lay-off.

C) In the event of a reduction in staff in the plant or offices, all "office delegates" of "The Union" shall have top seniority in their respective occupations and capacities in their department, ability providing.

D) All members of the Executive Committee of "The Union" shall have top seniority in their respective occupations and capacities, throughout the plant and offices, ability providing.

E) In the event of a shut-down in the plant or offices, caused through any circumstances, "The Company" agrees to re-hire first: the members of the Executive Committee of "The Union" and second: the office delegates of "The Union" in the first group to be re-hired in their respective occupation and capacities, ability providing.

13) PAY PERIOD

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

14) VACATION WITH PAY

A) Any employee who has one year's service prior to May 1st in any year, shall receive two weeks' vacation with pay based on the working hours specified and required in CLAUSE 11, as follows:-

REGULAR OFFICE HOURS - 79 hours

SHOP ACCOUNTING CLERKS - 82 hours

SALARIED EMPLOYEES WORKING SHOP HOURS - 85 hours

B) 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:-

VACATION CREDIT IN HOURS OF WORK

<u>SERVICE FROM LAST DAY HIRED</u>	<u>REGULAR OFFICE HOURS</u>	<u>SHOP ACCOUNTING CLERKS' HOURS</u>	<u>SALARIED EMPLOYEES WORKING SHOP HOURS</u>
1 month	7	7	7
2 months	13	14	14
3 "	20	21	21
4 "	26	28	28
5 "	33	34	36
6 "	39	41	43
7 "	46	48	50
8 "	53	55	57
9 "	59	62	64
10 "	66	68	71
11 "	72	75	78

14) VACATION WITH PAY - continued

C) The vacation period shall be granted between June 1st and August 31st, and "The Company" shall notify the employees of the exact date of their vacation period, sixty (60) days in advance of such specified vacation period.

D) Any employee laid off, discharged, or resigning before vacation period shall be paid a vacation pay on the basis of period worked since last preceding May 1st, as outlined in paragraph "B". This is in addition to pay or vacation as specified in previous clauses of this article for vacation with pay in respect of service prior to the last preceding May 1st.

E) 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.

15) NOTICES

Unless otherwise required by law, no notice altering the working conditions in the Plant or Offices, or otherwise affecting the welfare of the employees, shall be posted by the Management until said notice has been submitted to the Executive Committee of "The Union".

"The Union" shall have the privilege of posting notices on boards in all departments after said notice has been submitted to the Management of "The Company".

All notices must be posted by both parties bilingually.

16) HEALTH AND WELFARE

"The Company" shall make reasonable provisions for the safety and health of its employees during working hours. In cases where special clothing or protective devices are required by law for the protection of the employees, the same shall be supplied by "The Company" and shall be properly utilized by the employees.

17) UNION ACTIVITIES

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

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

and

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

18) RECOGNIZED HOLIDAYS

New Year's Day, Good Friday, May 24th, June 24th, Dominion Day, Labour Day, Thanksgiving Day and Christmas Day shall be observed as holidays with pay and any employee working on these days shall be paid overtime. In the event of one of the above-mentioned holidays falling on a Sunday, it shall be considered as falling on Monday and overtime will be computed accordingly. Any employee working on Saturday or Sunday will be paid overtime. Overtime as referred to in this clause to be calculated on a pro-rata hourly basis determined in accordance with their monthly salary at straight time rate.

19) GRIEVANCE PROCEDURE

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

20) ARBITRATION

In the event that no agreement is reached through the procedure set forth in paragraph number 19 and number 6 hereof, the parties will endeavour to effect a settlement through some agreed method of arbitration to be final and binding on both parties, but, failing such an agreement as to arbitration then either party shall have the right to apply for a Board of Conciliation under the provision of the Quebec Trades Dispute Act (R.S.Q. 1941, Chapter 167).

21) RENEWAL AND TERMINATION

This agreement shall become effective on the 16th day of June, 1949, and shall remain in full force for one year and shall remain binding for a further period of one year unless either party hereto shall give the other signatory notice in writing of termination within a delay which shall not be more than sixty (60) days nor less than thirty (30) days prior to the expiration of each one year period.

22) STRIKES AND LOCK-OUTS

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

Signed at Montreal on the 14th day of July, 1949.

For "The Company":

Comrade
A. B. Lawson A. C. Lawson

Witness:

Shoop

For "The Union":

Charles Kent
Executive

Witness:

Clement

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

	<u>SALARY RANGE</u>
<u>Accounting Clerk</u>	
Class "A"	\$225. - \$260.
" "B"	170. - 215.
" "C"	110. - 160.
<u>Cost Clerk</u>	
Class "A"	\$235. - \$285.
" "B"	175. - 225.
" "C"	115. - 165.
<u>Invoice Clerk</u>	
Class "A"	\$190. - \$225.
" "B"	150. - 180.
" "C"	100. - 140.
<u>Stock Record Clerk</u>	
Class "A"	\$170. - \$200.
" "B"	130. - 160.
" "C"	90. - 120.
<u>Payroll Clerk</u>	
Class "A"	\$210. - \$240.
" "B"	160. - 200.
" "C"	110. - 150.
<u>Piece Work, Posting & Checking Clerk</u>	
Class "A"	\$170. - \$200.
" "B"	130. - 160.
" "C"	90. - 120.
<u>Posting Clerk</u>	
Class "A"	\$180. - \$210.
" "B"	130. - 170.
" "C"	90. - 120.
<u>Bookkeeping Machine Operator</u>	
Class "A"	\$160. - \$185.
" "B"	120. - 155.
<u>Payroll Machine Operator</u>	
Class "A"	\$160. - \$185.
" "B"	120. - 155.

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

	<u>SALARY RANGE</u>
<u>Shop Accounting Clerk</u>	
Class "A"	\$200. - \$220.
" "B"	150. - 190.
" "C"	100. - 140.
<u>Shipping Clerk</u>	
Class "A"	\$200. - \$240.
" "B"	140. - 190.
<u>Material Expeditors</u>	
Class "A"	\$245. - \$285.
" "B"	175. - 235.
<u>Material Record Clerk</u>	
Class "A"	\$195. - \$235.
" "B"	150. - 185.
" "C"	100. - 140.
<u>Traffic Clerk</u>	
Class "A"	\$220. - \$260.
" "B"	170. - 210.
<u>File Clerk</u>	
Class "A"	\$130. - \$150.
" "B"	90. - 130.
<u>Technical Clerk</u>	
Class "A"	\$220. - \$265.
" "B"	170. - 210.
<u>Hospital Attendant</u>	
	\$180. - \$210.
<u>Janitors</u>	
	\$150. - \$190.
<u>Comptometer Operator</u>	
Class "A"	\$150. - \$175.
" "B"	120. - 145.