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COLLECTIVE LABOUR AGREEMENT

Between

THE T. EATON COMPANY LIMITED OF MONTREAL
(hereinafter called the Company)

PARTY OF THE FIRST PART

AND

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA
(hereinafter called the Union)

PARTY OF THE SECOND PART

1. PURPOSE

Whereas by decision of the Labour Relations Board of the Province of Quebec, the National Union of Operating Engineers of Canada have been certified as collective bargaining agents for stationary enginemen employed on the steam power and refrigeration plant of The. T. Eaton Company Limited of Montreal (departmental store) 677 St. Catherine St. West, Montreal, Que; the following agreement has been entered into for the purpose of providing terms and conditions of employment/between the parties hereto. of stationary enginemen

2. RECOGNITION

The Company by reason of such decision recognizes the Union as the sole and exclusive bargaining agent for all its stationary enginemen as defined in clause (1) for Collective Bargaining with relation to wages, hours of work and other conditions of employment as set forth herein.

3. DISCRIMINATION

The Company will not interfere with the right of any employee to become a member of the Union. There will be no discrimination, interference or coercion by the Company or its agents against any employee by reason of membership in the Union.

The Union agrees that no intimidation or coercion will be practised among the Company's employees in recruiting membership to the Union nor for other purposes and that there shall be no soliciting of membership, distribution of propaganda or transaction of any business of the Union during working hours, nor on Company's premises except as herein provided.

4. GRIEVANCE COMMITTEE

The Union will elect or appoint one "Shop-Steward" who shall be one of the employees covered by this agreement and supply the Company with the name of same, whom said Company shall than recognize.

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The Shop-Steward shall be the person to handle any grievances arising under this Agreement.

5. GRIEVANCE PROCEDURE

Should any dispute arise between the Company and the Union as to the meaning and application of the provisions of this Agreement or should any local trouble of any kind arise in the plant, there shall be no suspension of work on account of such dispute, but an earnest effort shall be made by both parties hereto to settle immediately and without delay such dispute or trouble, in respect of which the following grievance machinery is set up:

FIRST:

The employee concerned may, either alone or accompanied by the Shop-Steward, take the matter directly to the head of the department.

SECOND:

If a settlement is not reached with the Head of Department within a reasonable time, the matter may be discussed by the Shop-Steward, accompanied by a representative of the National Union of Operating Engineers of Canada if he so desires, with the Superintendent's Office of the Company.

All settlement of grievances arrived at between the Company and the Shop-Steward shall be final and binding upon the Company, the Union, and the employee or employees concerned.

In the event of failure to reach a settlement of a dispute arising out of matters covered by this agreement, the dispute shall be referred to Arbitration in accordance with the Labour Laws of the Province of Quebec governing the same.

Matters to be dealt with under the provisions of this section, shall normally be discussed during working hours, provided however, that lengthy negotiations for a settlement of any disputes may be discussed outside of working hours.

During the term of this Agreement, the Company agrees that there shall be no lockout and the Union agrees that there shall be no slowdown, strike or other stoppage of work.

Any employee who engages in a strike, slowdown or other stoppage of work before fully complying with the provisions of this section or other recourses provided by law, shall be subject to disciplinary measures by the Union and such action on the part of the Company as may be appropriate under paragraph (6) of this Agreement.

6. MANAGEMENT

The management of the Company's premises and equipment, the arrangement of work and the direction of the employees, including the right to hire, suspend, transfer or discharge for proper causes, and the right to relieve employees of their employment because of lack of work or for other legitimes reasons, is recognized by the Union and the employees subject to this Agreement as a right of the Company remaining vested exclusively in the Company.

7. CLASSIFICATION

- a) For the purpose of this Agreement, the plant in question shall be recognized as a first class plant in accordance with the Quebec Stationary Enginemen Act and having a first class engineer and assistant in charge who shall not form part of a regular shift.
- b) Shift engineers shall be deemed to be the holders of second class enginemen's certificates.
- c) The relief engineer shall be deemed to be the holder of third class enginemen's certificate.
- d) Boiler Operators (Fireman) shall be deemed to be the holders of fourth class enginemen's certificates as well as the relief boiler operator.
- e) Boiler-room day-time helpers to be classed as unlicensed fire-men.

8.- WORKING HOURS AND CONDITIONS OF EMPLOYMENT

- a) The regular working hours shall be eight (8) hours per day and forty-eight (48) hours per week.
- b) Time and one-half shall be paid for overtime, which overtime shall be governed by paragraph (a).
- c) Double time rates shall be paid for work performed on Statutory holidays and on business days on which the Store is closed.
- d) A lunch period occurring in the middle of each shift shall be allowed all aforementioned employees and shall be considered as a period of work, providing the employees remain on duty during the said lunch period.

9. WAGES

- a) Minimum rates of pay shall be as follows, to apply as from date of the starting of negotiations.- January 12th, 1948-

Shift engineers, 2nd class	\$1.10 per hour
Relief engineer, 3rd class	.97 " "
Boiler operators, 4th class	.86 " "
Helpers (boiler-room)	.70 " "

10. ANNUAL HOLIDAYS

- 1.- Employees who have been in the Company's service for a period of less than two years shall receive such annual holidays as they may be entitled to under the Quebec Minimum Wage Commission Ordinance No. 3.
- 2.- , Employees who have been in the continuous service of the Company for a period of two or more consecutive years shall receive a two weeks' holiday yearly with pay, exclusive of overtime.
- 3.- The time for taking ^{holidays} shall be determined by the Company. Employees with greatest seniority shall be given preference.

11.- SENIORITY

- a) Insofar as may be practicable, in reduction, restoration and advancement, plant and departmental seniority shall govern provided the employees are equal in skill and ability.
- b) An employee shall cease to have seniority rights and his employee's status with the Company will be terminated for all purposes if:
 1. He leaves voluntarily.
 2. He is discharged.

12.- SAFETY AND HEALTH

The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment, such devices as the Company requires to be worn and other equipment which in the opinion of the Company is necessary for the safety and protection of the employees, shall be provided without charge by the Company.

13.- DURATION OF AGREEMENT

This Agreement shall remain in force for a period of one year from the date of its signature and be automatically renewed for a similar period and so on, upon failure by one of the parties to give a written notice to the other party, within a delay which shall not be more than sixty days nor less than thirty days prior to the expiration of each period, of its intention to terminate this

Agreement or seek amendments to same, and in the latter case, the present Agreement shall remain in force until the next Agreement is duly signed.

14.- NOTICE

Any notice required to be sent to the Company shall be effectively given when mailed to:

The T. Eaton Company Limited of Montreal,
The Superintendent's Office,
677 St. Catherine St. West,
Montreal, Que.

and any such notice required to be given to the Union shall be effectively given when mailed to:

The national Union of Operating Engineers of Canada,
Room 10, Monument National,
1182 St. Lawrence Blvd;
Montreal, Que.

IN WITNESS WHEREOF the parties have signed this Agreement at the City of Montreal under date of.....Friday, February 20th....., in the year one thousand nine hundred and forty-eight, (1948)

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THE T. EATON COMPANY LIMITED OF MONTREAL

J. Sandilands

Supervisor of Treasury Departments.

NATIONAL UNION OF OPERATION ENGINEERS OF CANADA

T. Prezeau

President.

5. GRIEVANCE PROCEDURE

Should any dispute arise between the Company and the Union as to the meaning and application of the provisions of this Agreement or should any local trouble of any kind arise in the plant, there shall be no suspension of work on account of such dispute, but an earnest effort shall be made by both parties hereto to settle immediately and without delay such dispute or trouble, in respect of which the following grievance machinery is set up:

FIRST: The employee concerned may, either alone or accompanied by the Shop-Steward, take the matter directly to the Head of the Department.

SECOND: If a settlement is not reached with the Head of Department within a reasonable time, the matter may be discussed by the Shop-Steward, accompanied by a representative of the National Union of Operating Engineers of Canada if he so desires, with the Superintendent's Office of the Company.

All settlement of grievances arrived at between the Company and the Shop-Steward shall be final and binding upon the Company, the Union and the employee or employees concerned.

In the event of failure to reach a settlement of a dispute arising out of matters covered by this agreement, the dispute shall be referred to Arbitration in accordance with the Labour Laws of the Province of Quebec governing the same.

Matters to be dealt with under the provisions of this section, shall normally be discussed during working hours, provided however, that lengthy negotiations for a settlement of any disputes may be discussed outside of working hours.

During the term of this Agreement, the Company agrees that there shall be no lockout and the Union agrees that there shall be no slowdown, strike or other stoppage of work.

Any employee who engages in a strike, slowdown or other stoppage of work before fully complying with the provisions of this section or other resources provided by law, shall be subject to disciplinary measures by the Union and such action on the part of the Company as may be appropriate under paragraph (6) of this Agreement.

6. MANAGEMENT

The Management of the Company's premises and equipment, the arrangement of work and the direction of the employees, including the right to hire, suspend, transfer or discharge for proper causes, and the right to relieve employees of their employment because of lack of work for other legitimate reasons, is recognized by the Union and the employees subject to this Agreement as a right of the Company remaining vested exclusively in the Company.

7. CLASSIFICATION

- a) For the purpose of this Agreement, the plant in question shall be recognized as a first class plant in accordance with the Quebec Stationary Enginemen Act and having a first class engineer and assistant in charge who shall not form part of a regular shift.

- b) Shift engineers shall be deemed to be the holders of second class enginemen's certificates.
- c) The relief engineer shall be deemed to be the holder of a second class enginemen's certificate.
- d) Boiler operators (Firemen) shall be deemed to be the holders of fourth class enginemen's certificates as well as the relief boiler operator.
- e) Boiler room day time helpers to be classed as unlicensed firemen.

8. WORKING HOURS AND CONDITIONS OF EMPLOYMENT

- a) The regular working hours shall be eight (8) hours per day and forty-eight (48) hours per week.
- b) Time and one-half shall be paid for overtime, which overtime shall be governed by paragraph (a).
- c) Time, plus time and one-half shall be paid for work performed on statutory holidays. This also applies to holidays declared by the Store (not including regular Saturday closings) which by reason of shift arrangement provide normal days off on such Store holidays.
- d) A lunch period occurring in the middle of each shift shall be allowed all aforementioned employees and shall be considered as a period of work, providing the employees remain on duty during the said lunch period.

9. WAGES

Minimum rates of pay shall be as follows: to apply as from February 20, 1954.

Shift engineers, 2nd class	\$1.87 per hour
Relief engineer, 2nd class	1.65 " "
Boiler operator, 4th class	1.46 " "
Helper (Boiler Room)	1.26 " "

10. ANNUAL HOLIDAYS

- 1. Employees who have been in the Company's service for a period of less than two years shall receive such annual holidays as they may be entitled to under the Quebec Minimum Wage Commission Ordinance No. #3).
- 2. Employees who have been in the continuous service of the Company for a period of two or more consecutive years shall receive a two weeks holiday yearly with pay, exclusive of overtime.
- 3. The time for taking holidays shall be determined by the Company. Employees with greatest seniority shall be given preference.

11. SENIORITY

- a) Insofar as may be practicable, in reduction, restoration and advancement, plant and departmental seniority shall govern provided the employees are equal in skill and ability.
- b) An employee shall cease to have seniority rights and his employee's status with the Company will be terminated for all purposes if:
 1. He leave voluntarily.
 2. He is discharged.

12. SAFETY AND HEALTH

The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment, such devices as the Company requires to be worn and other equipment which in the opinion of the Company is necessary for the safety and protection of the employees, shall be provided without charge by the Company.

The Company agrees to apply safety goggles, fuse pullers, first aid kit and gas mask for the Boiler Room.

13. DURATION OF AGREEMENT

This Agreement shall remain in force for a period of one year from the date of its signature and be automatically renewed for a similar period and so on, upon failure by one of the parties to give a written notice to the other party, within a delay which shall not be more than sixty days nor less than thirty days prior to the expiration of each period, of its intention to terminate this Agreement or seek amendments to same, and in the latter case, the present Agreement shall remain in force until the next Agreement is duly signed.

14. NOTICE

Any notice required to be sent to the Company shall be effectively given when mailed to:

The T. Eaton Co. Limited of Montreal,
The Superintendent's Office,
677 St. Catherine St. West,
Montreal 2, Quebec.

and any such notice required to be given to the Union shall be effectively given when mailed to:

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

5.

IN WITNESS WHEREOF the parties have signed this Agreement at the City of
Montreal under date of May 14th in the year one
thousand nine hundred and fifty-four (1954).

THE T. EATON CO. LIMITED OF MONTREAL

(Signed) Unreadable

NATIONAL UNION OF OPERATION ENGINEERS OF CANADA

(Signed) P. Dessureault

J.A. Roberge.

COLLECTIVE LABOUR AGREEMENT

between

THE T. EATON CO LIMITED OF MONTREAL
(Hereinafter called the Company)

PARTY OF THE FIRST PART

And

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA
(Hereinafter called the Union)

PARTY OF THE SECOND PART

1. PURPOSE

Whereas by decision of the Labour Relations Board of the Province of Quebec the National Union of Operating Engineers of Canada have been certified as collective bargaining agents for stationary enginemen employed on the steam power and refrigeration plant of the T. Eaton Co. Limited of Montreal (departmental store) 677 St. Catherine St. West Montreal Que., the following agreement has been entered into for the purpose of providing terms and conditions of employment of stationary enginemen between the parties hereto.

2. RECOGNITION

The Company by reason of such decision recognizes the Union as the sole and exclusive bargaining agent for all its stationary enginemen as defined in clause I) for Collective Bargaining with relation to wages, hours of work and other conditions of employment as set forth herein.

3. DISCRIMINATION

The Company will not interfere with the right of any employee to become a member of the Union. There will be no discrimination, interference or coercion by the Company or its agents against any employee by reason of membership in the Union.

The Union agrees that no intimidation or coercion will be practiced among the Company's employees in recruiting membership to the Union nor for other purposes and that there shall be no soliciting of membership, distribution of propaganda or transaction of any business of the Union during working hours, nor on Company's premises except as herein provided.

4. GRIEVANCE COMMITTEE

The Union will elect or appoint one "Shop-Steward" who shall be one of the employee covered by this agreement and supply the Company with the name of same, whom said Company shall then recognize.

The Shop-Steward shall be the person to handle any grievances arising under this Agreement.

5. GRIEVANCE PROCEDURE

Should any dispute arise between the Company and the Union as to the meaning and application of the provisions of this Agreement or should any local trouble of any kind arise in the plant, there shall be no suspension of work on account of such dispute, but an earnest effort shall be made by both parties hereto to settle immediately and without delay such dispute or trouble, in respect of which the following grievance machinery is set up:

FIRST: The employees concerned may, either alone or accompanied by the Shop-Steward, take the matter directly to the head of the department.

SECOND If a settlement is not reached with the Head of Department within a reasonable time, the matter may be discussed by the Shop-Steward accompanied by a representative of the National Union of Operating Engineers of Canada if he so desires, with the Superintendent's Office of the Company:

All settlement of grievances arrived at between the Company and the Shop-Steward shall be final and binding upon the Company, the Union and the employee or employees concerned.

In the event of failure to reach a settlement of a dispute arising out of matters covered by this agreement, the dispute shall be referred to Arbitration in accordance with the Labour Laws of the Province of Quebec governing the same.

Matters to be dealt with under the provisions of this section, shall normally be discussed during working hours, provided however, that lengthy negotiations for a settlement of any disputes may be discussed outside of working hours.

During the term of this Agreement, the Company agrees that there shall be no lockout and the Union agrees that there shall be no slowdown, strike or other stoppage of work.

Any employee who engages in a strike, slowdown or other stoppage of work before fully complying with the provisions of this section or other resources provided by law, shall be subject to disciplinary measures by the Union and such action on the part, of the Company as may be appropriate under paragraph (6) of this Agreement

6. MANAGEMENT

The management of the Company's premises and equipment, the arrangement of work and the direction of the employees, including the right to hire, suspend, transfer or discharge for proper causes, and the right to relieve employees of their employment because of lack of work or for legitimate reasons, as recognized by the Union and the employees subject to this Agreement as a right of the Company remaining vested exclusively in the Company.

7. CLASSIFICATION

a) For the purposes of this Agreement, the plant in question shall be recognized as a first class plant in accordance, with the Quebec Stationary Enginemen Act and having a first class engineer and assistant in charge who shall not form part of a regular shift.

- b) Shift engineers shall be deemed to be the holders of second class enginemen's certificates.
- e) The relief engineer shall be deemed to be the holder of a second class enginemen's certificate.
- d) Boiler Operators (Firemen) shall be deemed to be the holders of fourth class enginemen's certificates as well as the relief boiler operator.
- e) Boiler-room day-time helpers to be classed as unlicensed firemen.

8. WORKING HOURS AND CONDITIONS OF EMPLOYMENT

- a) The regular working hours shall be eight (8) hours per day and forty-eight (48) hours per week.
- b) Time and one half shall be paid for overtime, which overtime shall be governed by paragraphe (a)
- c) Time, plus time and one half shall be paid for work performed on statutory holidays, This also applies to holidays declared by the Store (not including regular Saturday closing) which by reason of shift arrangement provide normal days off on such Store holidays.
- d) A lunch period occurring in the middle of each shift shall be allowed all aforementioned employees and shall be considered as a period of work, providing the employees remain on duty during the said lunch period.

9. WAGES

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Minimum rates of pay shall as follows, to apply as from February 20, 1953

Shift engineers, 2nd class	\$1.82	per hour.
Relief engineer, 2nd class	1.60	" "
Boiler operator, 4th class	1.42	" "
Helper (Boiler Room)	1.22	" "

10. ANNUAL HOLIDAYS

- 1. Employees who have been in the Company's service for a period of less than two years shall receive such annual holidays as they may be entitled to under the Quebec Minimum Wage Commission Ordinance No. (#3).
- 2. Employees who have been in the continuous service of the Company for a period of two or more consecutive years shall receive a two weeks' holiday yearly with pay, exclusive of overtime.
- 3. The time for taking holidays shall be determined by the Company. Employees with greatest seniority shall be given preference.

II. SENIORITY

- a) Insofar as may be practicable, in reduction, restoration and advancement plant and departmental seniority shall govern provided the employees are equal in skill and ability.
- b) An employee shall cease to have seniority rights and his employee's status with the Company will be terminated for all purposes if:
 1. He leave voluntarily.
 2. He is discharged.

12. SAFETY AND HEALTH

The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment, such devices as the Company requires to be worn ^{and} other equipment which in the opinion of the Company is necessary for the safety and protection of the employees, shall be provided without charge by the Company.

The Company agrees to supply safety goggles, fuse pullers, first aid kit, and gas mask for the Boiler Room.

13 Duration of Agreement

This Agreement shall remain in force for a period of one year from the date of its signature and be automatically renewed for a similar period and so on, upon failure by one of the parties to give a written notice to the other party, within a delay which shall not be more than sixty or less than thirty days prior to the expiration of each period, of its intention to terminate this Agreement or seek amendments to same, and in the latter case, the present Agreement shall remain in force until the next Agreement is duly signed.

14. - NOTICE

Any notice required to be sent to the Company shall be effectively given when mailed to:

The T. Eaton Co. Limited of Montreal.
The Superintendent's Office,
677 St. Catherine St. West.
Montreal Quebec.

and any such notice required to be given to the Union shall be effectively given when mailed to :

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

IN WITNESS WHEREOF the parties have signed this Agreement at the City of
Montreal under date of April 28th in the year one
thousand nine hundred and fifty-three, (1953).

THE T. EATON CO LIMITED OF MONTREAL

(Signed) Unreadable

NATIONAL UNION OF OPERATING ENGINEERS OF
P. Dessureault.

(Signed) J.A Roberge.

COLLECTIVE LABOUR AGREEMENT

between

The T. EATON CO. LIMITED OF MONTREAL
(hereinafter called the Company)

PARTY OF THE FIRST PART

and

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA
(Hereinafter called the Union)

PARTY OF THE SECOND PART.-

1. Purpose.

Whereas by decision of the Labour Relations Board of the Province of Quebec, the National Union of Operating Engineers of Canada have been certified as collective bargaining agents for stationary enginemen employed on the steam power and refrigeration plant of the T. Eaton Co. Limited of Montreal (departmental store) 677 St. Catherine St. West Montreal, Que., the following agreement has been entered into for the purpose of providing terms and conditions of employment of stationary enginemen between the parties hereto.-

2. RECOGNITION.

The Company by reasons of such decision recognizes the Union as the sole and exclusive bargaining agent for all its stationary enginemen as defined in clause 1) for Collective Bargaining with relation to wages, hours of work and others conditions of employment as set forth herein.-

3. DISCRIMINATION.

The Company will not interfere with the right of any employee to become a member of the Union. There will be no discrimination, interference or coercion by the Company or its agents against any employee by reason of membership in the Union.-

The Union agreed that no intimidation or coercion will be practised among the Company's employees in recruiting membership to the Union nor for other purposes and that there shall be no soliciting of membership distribution of propaganda or transaction of any business of the Union during working hours, nor on Company's premises except as herein provided.-

4. GRIEVANCE COMMITTEE.

The Union will elect or appoint one "Shop Steward" who shall be one of the employees covered by this Agreement and supply the Company with the name of same, whom said Company shall then recognize.-

The Shop Steward shall be the person to handle any grievances arising under this Agreement.-

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5. GRIEVANCE PROCEDURE.

Should any dispute arise between the Company and the Union as to the meaning and application of the provisions of this Agreement, or should any local trouble of any kind arise in the plant, there shall be no suspension of work on account of such dispute, but an earnest effort shall be made by both parties hereto to settle immediately and without delay such dispute or trouble, in respect of which the following grievance machinery is set up:-

FIRST: The employee concerned may either alone or accompanied by the Shop-Steward, take the matter directly to the head of the department.-

SECOND: If a settlement is not reached with the Head of Department within a reasonable time, the matter may be discussed by the Shop Steward accompanied by a representative of the National Union of Operating Engineers of Canada if he so desires with the Superintendent's Office of the Company.-

All settlement of grievances arrived at between the Company and the Shop-Steward shall be final and binding upon the Company the Union and the employee or employees concerned.-

In the event of failure to reach a settlement of a dispute arising out of matters covered by this agreement, the dispute shall be referred to arbitration in accordance with the Labour Laws of the Province of Quebec governing the same.-

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- b) Shift engineers shall be deemed to be the holders of second class enginemen's certificates.-
- c) The relief engineer shall be deemed to be the holder of a second class enginemen's certificate.
- d) Boiler Operators'(Firemen)shall be deemed to be the holders of fourth class enginemen's certificates as well as the relief boiler operator.-
- e) Boiler-room day-time helpers to be classed as unlicensed firemen.-

8. WORKING HOURS AND CONDITIONS OF EMPLOYMENT.

- a) The regular working hours shall be eight (8) hours per day and forty-eight (48) hours per week.
- b) Time and one half shall be paid for overtime which overtime shall be governed by paragraph (a).-
- c) Time, plus time and one half shall be paid for work performed on statutory holidays. This also applies to holidays declared by the Store (not including regular Saturday closings.) which by reason of shift arrangement provided normal days off on such Store holidays.-
- d) A lunch period occurring in the middle of each shift shall be allowed all aforementioned employees and shall be considered as a period of work providing the employees remain on duty during the said lunch period.-

9. WAGES.

Minimum rates of pay shall be as follows, to apply as from February 20, 1952.

Shift engineers, 2nd class	\$1.72	per hour
Relief engineer, 2nd class	1.51	" "
Boiler operator, 4th class	1.34	" "
Helpers (Boiler Room.)	1.15	" "

10. ANNUAL HOLIDAYS.

- 1. Employees who have been in the Company's service for a period of less than two years shall receive such annual holidays as they may be entitled to under the Quebec Minimum Wage Commission Ordinance No. #3.0
- 2. Employees who have been in the continuous service of the Company for a period of two or more consecutive years shall receive a two week's holiday yearly with pay, exclusive of overtime.-
- 3. The time for taking holidays shall be determined by the Company. Employees with greatest seniority shall be given preference.-

11. SENIORITY.

- a) Insofar as may be practicable in reduction restoration and advancement, plant and departmental seniority shall govern provided the employees are equal in skill and ability.-
- b) An employee shall cease to have seniority rights and his employee's status with the Company will be terminated for all purposes if:
1. He leave voluntarily.
 2. He is discharged.

12. SAFETY AND HEALTH.

The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment, such devices as the Company requires to be worn and other equipment which in the opinion of the Company is necessary for the safety and protection of the employees, shall be provided without charge by the Company.-

The Company agrees to supply safety goggles, fuse pullers, first aid kit, and gas mask for the Boiler Room.-

13. DURATION OF AGREEMENT.

This Agreement shall remain in force for a period of one year from the date of its signature and be automatically renewed for a similar period and so on, upon failure by one of the parties to give a written notice to the other party, within a delay which shall not be more than sixty days nor less than thirty days prior to the expiration of each period of its intention to terminate this agreement or seek amendments to same and in the latter case, the present Agreement shall remain in force until the next Agreement is duly signed.-

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The Superintendent's Office,
677 St. Catherine St. West,
Montreal, Quebec.-

and any such notice required to be given to the Union shall be effectively given when mailed to:-

The National Union of Operating Engineers of Canada,
Room 10 Monument National
1182 St. Laurenc: Blvd.
Montreal, Quebec.-

IN WITNESS WHEREOF the parties have signed this Agreement at the City of
Montreal under date of March 27th in the year one
thousand nine hundred and fifty two (1952)

Retro-activity from February 20th, 1952.

THE T EATON CO. LIMITED OF MONTREAL

(Signed. J. B. Watts.

NATIONAL UNION OF OPERATING ENGINEERS OF
CANADA.

(signed) P. Pinsonneault.

557

Amendments to Collective Labour Agreement
of February 20th, 1949

Between

The T. EATON CO. Limited of Montreal
(hereinafter called the Company)

PARTY OF THE
FIRST PART

And

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA
(hereinafter called the Union)

PARTY OF THE
SECOND PART

The parties hereto have agreed to the following amendments:

Wages, clause 9, to read as follows:

A. Minimum rates of pay shall be as follows,
to apply as from February 20th, 1950:

Shift engineers, 2nd class	\$1.30 per hour
Relief engineer, 2nd class	1.15 per hour
Boiler operator, 4th class	1.00 per hour
Helpers (BOILER ROOM)	.85 per hour

Safety and Health, clause 13, the following
paragraph is to be added:

The Company agrees to supply safety goggles,
fuse pullers, first aid kit, and gas mask
for the Boiler Room.

It is agreed by both parties that all other
clauses of the agreement shall remain in effect
for a period of one year from the date of these
amendments.

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2.

In witness whereof the parties have signed this agreement
at the City of Montreal under date of

May 10th

in the year Nineteen hundred and fifty.

THE T. EATON CO. LIMITED OF MONTREAL

Unreadable

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA

P. Desjardins

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Amendments to Collective Labour Agreement
of February 20th, 1948.

Between

The T.EATON CO. Limited of Montreal
(Hereinafter called the Company)

PARTY OF THE FIRST PART

and

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA
(Hereinafter called the Union)

PARTY OF THE SECOND PART

The parties hereto have agreed to the
following amendments:

Classification, clause 7, paragraph C. to be changed to read as follows:

- C. The relief engineer shall be deemed to be the holder of a second class enginemen's certificate.

Wages, clause 9, to read as follows,

- A. Minimum rates of pay shall be as follows, to apply as from February 20th, 1949.

Shift engineers, 2nd class	\$1.21 per hour
Relief engineer, 2nd class	1.07 per hour
Boiler operator, 4th class	.95 per hour
Helpers (boiler room)	.80 per hour

Working hours and conditions of employment clause 8, paragraph "C" is cancelled and is to be replaced by the following clause:

- C. Time, plus time and one half, shall be paid for work performed on statutory holidays and on business days on which the Store is closed. This also applies to equivalent days, which by reason of shift arrangement provide normal days off on such holidays.

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It is agreed by both parties that all other clauses of the agreement shall remain in effect for a period of one year from the date of these amendments.

In witness whereof the parties have signed this agreement at the City of Montreal under date of the tenth of March 1949 in the year Nineteen Hundred and Forty-Nine.

THE T. EATON CO. LIMITED OF MONTREAL

W.F.Loeke

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA.

T.Prézeau

COLLECTIVE LABOUR AGREEMENT

between

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THE T. EATON CO. LIMITED OF MONTREAL
(Hereinafter called the Company) PARTY OF THE FIRST PART

And

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA
(Hereinafter called the Union) PARTY OF THE SECOND PART

1. PURPOSE

Whereas by decision of the Labour Relations Board of the Province of Quebec, the National Union of Operating Engineers of Canada have been certified as collective bargaining agents for stationary enginemen employed on the steam power and refrigeration plant of the T. Eaton Co. Limited of Montreal (departmental sotre) 677 St. Catherine St. West, Montreal, Que., the following agreement has been entered into for the purpose of providing terms and conditions of employment of stationary enginemen between the parties hereto.

2. RECOGNITION

The Company by reason of such decision recognizes the Union as the sole and exclusive bargaining agent for all its stationary enginemen as defined in clause 1) for Collective Bargaining with relation to wages, hours of work and other conditions of employment as set forth herein.

3. DISCRIMINATION

The Company will not interfere with the right of any employee to become a member of the Union. There will be no discrimination, interference or coercion by the Company or its agents against any employee by reason of membership in the Union.

The Union agrees that no intimidation or coercion will be practised among the Company's employees in recruiting membership to the Union nor for other purposes and that there shall be no soliciting of membership, distribution of propaganda or transaction of any business of the Union during working hours, nor on Company's premises except as herein provided.

4. GRIEVANCE COMMITTEE

The Union will elect or appoint one "Shop-Steward" who shall be one of the employees covered by this agreement and supply the Company with the name of same, whom said Company shall then recognize.

The Shop-Steward shall be the person to handle any grievances arising under this Agreement.

19/3935

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COLLECTIVE LABOUR AGREEMENT

between

THE T. EATON CO. LIMITED OF MONTREAL
(Hereinafter called the Company)

PARTY OF THE FIRST PART

and

THE NATIONAL UNION OF OPERATING ENGINEERS OF CANADA
(Hereinafter called the Union)

PARTY OF THE SECOND PART

1. PURPOSE

Where as by decision of the Labour Relations Board of the Province of Quebec, the National Union of Operating Engineers of Canada have been certified as collective bargaining agents for stationary enginemen employed on the steam power and refrigeration plant of the T. Eaton Co, Limited of Montreal (departmental Store), 677 St Catherine St West, Montreal, Que., the following agreement has been entered into for the purpose of providing terms and conditions of employment of stationary enginemen between the parties hereto.

2. RECOGNITION

The Company by reason of such decision recognizes the Union as the sole and exclusive bargaining agent for all its stationary enginemen as defined in clause 1) for Collective Bargaining with relation to wages, hours of work and other conditions of employment as set forth herein.

3. DISCRIMINATION

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The Union agrees that no intimidation or coercion will be practised among the Company's employees in recruiting membership to the Union nor for other purposes and that there shall be no soliciting of membership, distribution or propaganda or transaction of any business of the Union during working hours, nor on Company's premises except as herein provided.

4. GRIEVANCE COMMITTEE

The Union will elect ~~or~~ or appoint one "Shop Steward" who shall be one of the employees covered by this agreement and supply the Company with the name of same, whom said Company shall then recognize.

The Shop Steward shall be the person to handle any grievances arising under this agreement.

5. GRIEVANCE PROCEDURE

Should any dispute arise between the Company and the Union as to the meaning and application of the provisions of this agreement or should any local trouble of any kind arise in the plant, there shall be no suspension of work on account of such dispute, but an earnest effort shall be made by both parties hereto to settle immediately and without delay such dispute or trouble, in respect of which the following grievance machinery is set up:

FIRST: The employee concerned may, either alone or accompanied by the Shop Steward, take the matter directly to the Department Manager.

SECOND: If a settlement is not reached with the Department Manager within a reasonable time, the matter may be discussed by the Shop Steward, accompanied by a representative of the National Union of Operating Engineers of Canada if he so desires, with the Superintendent's Office of the Company.

All settlement of grievances arrived at between the Company and the Shop Steward shall be final and binding upon the Company, the Union and the employee or employees concerned.

In the event of failure to reach a settlement of a dispute arising out of matters covered by this agreement, the dispute shall be referred to Arbitration in accordance with the Labour Laws of the Province of Quebec governing the same.

Matters to be dealt with under the provisions of this section, shall normally be discussed during working hours, provided however that length negotiations for a settlement of any disputes may be discussed outside of working hours.

During the term of this agreement, ~~the~~ the Company agrees that there shall be no lockout and the Union agrees that there shall be no slowdown, strike or other stoppage of work.

Any employee who engages in a strike, slowdown or other stoppage of work before fully complying with the provisions of this section or other resources provided by law, shall be subject to disciplinary measures by the Union and such action on the part of the Company as may be appropriate under paragraph (6) of this agreement.

6. MANAGEMENT

The management of the Company's premises and equipment, the arrangement of work and the direction of the employees, including the right to hire, suspend, transfer or discharge for proper causes, and the right ~~to~~ to relieve employees of their employement because of lack of work or for other legitimate reasons, is recognized by the Union and the employees subject to this agreement as a right of the Company remaining vested exclusively in the Company.

7. CLASSIFICATION

a) For the purpose of this agreement, the plant in question shall be recognized as a first class plant in accordance with the Quebec Stationary Enginemen Act and having a first class engineer and assistant in charge who shall not form part of a regular shift.

- b) Shift engineers shall be deemed to be the holders of second class enginemen's certificates.
- c) The relief engineer shall be deemed to be the holder of a second class enginemen's certificate.
- d) Boiler Operators (Firemen) shall be deemed to be the holders of fourth class enginemen's certificates as well as the relief boiler operator.
- e) Boiler Room day-time helpers to be classed as unlicensed firemen.

8. WORKING HOURS AND CONDITIONS OF EMPLOYMENT

- a) The regular working hours shall be eight (8) hours per day..
- b) The normal work week shall be stipulated in the following schedules

<u>SHIFT</u>	
11 - 7	B B A A A A A D D D D C C C C B B B
7 - 3	D D D D D C C C C B B B B A A A A A
3 - 11	C C C C B B B B B A A A A D D D D C
Off	A A B B C D D A A B C C D D A B B C C D

In the foregoing schedule the letters A, B, C and D refer to the four working shifts, each of which shall have five (5) days off in twenty (20) days.

- c) Time and one-half will be paid for work done after eight (8) hours per day or after the normal work week, as indicated in paragraph (b) above.

Notwithstanding the foregoing provisions in this paragraph (c) an employee shall not be paid at the overtime rate of overtime work, if such overtime work, with the permission of the Supervisor is performed by special arrangement with another or other employees who may wish to change or exchange working hours.
- d) Time, plus time and one-half shall be paid for work performed on statutory holidays. This also applies to holidays declared by the Store (not including regular Saturday closings) which by reason of shift arrangement provide normal days off on such Store holidays.
- e) A lunch period occurring in the middle of each shift shall be allowed all aforementioned employees and shall be considered as a period of work, providing the employees remain on duty during the said lunch period.

9. WAGES

Minimum rates of pay shall be as follows, to apply as from April.18th.1955.....

Shift Engineers, 2nd Class	\$2.00 per hour
Relief Engineer, 2nd Class	1.77 " "
Boiler Operator, 4th Class	1.56 " "
Helpers (Boiler Room)	1.35 " "

10. ANNUAL HOLIDAYS

1. Employees who have been in the Company's service for a period less than two years shall receive such annual holidays as they may be entitled to under the Quebec Minimum Wage Commission Ordinance No.3
2. Employees who have been in the continuous service of the Company for a period of two or more consecutive years shall receive a two weeks' holiday yearly with pay, exclusive of overtime.
3. The time for taking holidays shall be determined by the Company. Employees with greatest seniority shall be given preference.

11. SENIORITY

- a) Insofar as may be practicable, in reduction, restoration and advancement, plant and departmental seniority shall govern provided the employees are equal in skill and ability.
- b) An employee shall cease to have seniority rights and his employee's status with the Company will be terminated for all purposes if:
 1. He leaves voluntarily,
 2. He is discharged.

12. SAFETY AND HEALTH

The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment, such devices as the Company requires to be worn and other equipment which in the opinion of the Company is necessary for the safety and protection of the employees shall be provided without charge by the Company.

The Company agrees to supply safety goggles, fuse pullers, first aid kit, and gas mask for the Boiler Room.

13. DURATION OF AGREEMENT

This agreement shall remain in force for a period of one year from the date of its signature and be automatically renewed for a similar period and so on, upon failure by one of the parties to give a written notice to the other party, within a delay which shall not be more than sixty days nor less than thirty days prior to the expiration of each period of its intention to terminate this agreement or seek amendments to same, and in the latter case, the present agreement shall remain in force until the next agreement is duly signed.

14. NOTICE

Any notice required to be sent to the Company shall be effectively given when mailed to:

The T. Eaton Co. Limited of Montreal,
The Superintendent's Office,
677 St. Catherine St. West,
Montreal 2, Quebec.

and any such notice required to be given to the Union shall be effectively given when mailed to:

t
The National Union of Operating Engineers of Canada
Room 27,
5316 Park Avenue,
Montreal, Quebec.

IN WITNESS WHEREOF The parties have signed this agreement at the City of Montreal under date of April 12th 1955 in the year of one thousand nine hundred and fifty-five, (1955)

THE T. EATON CO. LIMITED OF MONTREAL

(Signed Illisible

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA

(Signed) P. Dessureault

Amendments to Collective Labour Agreement
of February 20, 1950

BETWEEN :

The T. Eaton Co. Limited of Montreal
(hereinafter called the Company)

PARTY OF THE FIRST PART:

AND :

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA
(hereinafter called the UNION)

PARTY OF THE SECOND PART:

The parties hereto have agreed to the following amendments:

WAGES, CLAUSE 9, TO READ AS FOLLOWS:

- a) Minimum rates of pay shall be as follows, to apply as from February 20, 1951.

Shift engineers, 2nd class	\$1.60 per hour
Relief engineer, 2nd class	1.41 " "
Boiler operator, 4th class	1.24 " "
Helpers (Boiler Room)	1.05 " "
.....	

WORKING HOURS AND CONDITIONS OF EMPLOYMENT, CLAUSE 8,
IS CANCELLED AND IS TO BE REPLACED BY THE FOLLOWING CLAUSE.

- a) The regular working hours shall be eight (8) hours per day and forty-eight (48) hours per week.
- b) Time and one half shall be paid for overtime, which overtime shall be governed by paragraph (a).
- c) Time, plus time and one half shall be paid for work performed on statutory holidays. This also applies to holidays declared by the Store (not including regular Saturday closing) which by reason of shift arrangement provide normal days off on such Store holidays.

CLAUSE 3.(Cont'd)

- d) A lunch period occurring in the middle of each shift shall be allowed all aforementioned employees and shall be considered as a period of work, providing the employees remain on duty during the said lunch period.

It is agreed by both parties that all other clauses of the agreement shall remain in effect for a period of one year from the date of these amendments.

In witness whereof the parties have signed this Agreement at the City of Montreal under date of
..... May second 1951.

.....

in the year Nineteen Hundred and Fifty-One.

THE T. EATON CO. LIMITED OF MONTREAL
Unreadable.

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA

P. DESSUREAULT.