

1946-47

Microfilm

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LABOUR AGREEMENT

BY AND BETWEEN

TRICOTEX CO.LTD. a body corporate having its Head Office at the City of Sherbrooke Que.

AND

Hereinafter called the Employer or THE COMPANY

UNION DE TRICOT DE SHERBROOKE.

Hereinafter called the Association

The employer and the Association mutually agrees as follows:

The Agreement between the two parties signed on the 1st day of June 1953, and the supplement Agreement dated July 5th, 1954, remains in force with the following changes and additions:

HOLIDAYS WITH PAY

One more day namely Ascension Day is added to the former list.

HOURS OF WORK

During the months of June, July and August the work will stop Friday midnight.

OVERTIME WORK

If an employee did not achieve 48 hours per week and if he did in that particular week maintenance work in irregular hours, than he is to be paid for the work in these irregular hours by time and a half.

DURATION AND RENEWAL

The present agreement shall be in force from the date of its deposit at the office of the Minister of Labour (Quebec) and remain so for a period of twelve(12) months starting on July 4th, 1955. The agreement shall be renewed automatically from year to year, unless either party should serve to the other written notice, between the last sixty (60) to thirty (30) days preceding date of expiration or renewal thereof, of its intention to modify or denounce the agreement.

IN WITNESS WHEREOF, the parties have signed these presents, at Sherbrooke, Que. the 1st day of August 1955.

TRICOTEX COMPANY LIMITED

Illisible, président

Illisible, sec.treasurer

UNION DE TRICOT DE SHERBROOKE

Bertrand, Lacerte, président

Normand Larrivée sec.treasurer

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LABOUR AGREEMENT

BY AND BETWEEN

TYTEX CO. LTD, a body corporate having its  
H/Office at the City of Sherbrooke, Que.

Hereinafter called The Employer  
-or- THE COMPANY

AND

UN DE TRICOT DE SHERBROOKE

Hereinafter called the Association

The Employer and thssociation mutually agree as follows:-

The Agreement betwe the two parties signed on the 1st day of July, 1953,  
remains in force withe following changes and additions:

WAGES AND RATES OF P

An increase of two cents (\$0.02) per hour will be paid to all employees  
who have been, as p to-day, with the Company for one year or more. This  
increase will not be paid to employees who are, as per today, with the Company  
for less than a yea although later on they might achieve a year or more  
service with the Coany.

HOLIDAYS WITH PAY

Two more days, namely, Labour Day & Immaculate Conception are added to  
the former list.

HOLIDAYS WITH PAY

If any of the plidays with pay should fall on a Saturday or Sunday, the  
pay to be for ten (1) hours per day at normal hourly rates.

DURATION AND RENEWAL

The present Ageement shall be in force from the day of its deposit at  
the office of the Minister of Labour (Quebec) and remain so for a period of  
twelve (12) months starting on July 5th 1954. The Agreement shall be renewed  
automatically from year to year, unless either party should serve to the other  
written notice, between the last sixty (60) to thirty (30) days preceding date  
of expiration or renewal thereof, of its intention to modify or denounce the  
Agreement.

IN WITNESS WHEREOF, the parties have signed these presents, at SHERBROOKE,  
Que., the 5th day of July 1954.

TRICOTEX COMPANY LIMITED

UNION DE TRICOT DE SHERBROOKE

(S) UNREADABLE  
President

(S) BERTRAND LACERTE  
President

(S) UNREADABLE      Sec. Treasurer

(S) NORMAND LARRIVEE      SEC. TREASURER

19/3555 A

TRADUCTION

PAR ET ENTRE

TRICOT CO. LTD, corporation ayant son bureau-chef  
dans la Cité de Sherbrooke, Qué.

1-après appelé, l'Employeur  
ou - la Compagnie

L'UNION DE TRICOT DE SHERBROOKE

1-après appelé l'Association

L'Employeur l'Association conviennent mutuellement que:

La Convention entre les deux parties signée le 1er jour de juillet 1953,  
demeure en vigueur avec les changements et additions suivants:

GAGES ET TAUX DEVE

Une augmentation de deux cents (\$0.02) de l'heure sera payée à tous les  
employés qui aur. été, à aujourd'hui, avec la Compagnie depuis un an ou plus.  
Cette augmentation sera pas payée aux employés qui, à aujourd'hui, sont avec  
la Compagnie de moins d'un an, quoiqu'ils peuvent avoir complété un an ou  
plus de service ec la Compagnie plus tard.

JOURS DE CONGE AVEC PAYE

Deux autres jours, nommément, la Fête du Travail et l'Immaculée-Conception  
seront ajoutés à l'ancienne liste.

JOURS DE CONGE AVEC PAYE

Si un des jours de congé avec paye tombait un samedi ou un dimanche, la  
paye sera de dix heures par jour au taux horaire normal.

DUREE ET RENOUVELLEMENT

La présente convention sera en vigueur à compter du jour de son dépôt au  
bureau du Ministre du Travail et demeurera en vigueur pour une période de douze  
(12) mois, à partir du 5 juillet 1954. Elle se renouvellera automatiquement  
d'année en année, moins que l'une des parties ne donne à l'autre partie, entre  
le sixième (6) et le trentième (30) jour précédant la date de son expiration  
ou de son renouvellement, un avis écrit de son intention de l'abroger ou de la  
modifier.

EN PRESENCE DE QUOI, les parties ont signé les présentes à Sherbrooke, Qué, le  
5ième jour de juillet 1954.

TRICOTEX COMPANY LIMITED

UNION DE TRICOT DE SHERBROOKE

\_\_\_\_\_  
Président

\_\_\_\_\_  
Président

\_\_\_\_\_  
Sec.-trésorier

\_\_\_\_\_  
Sec.-trésorier

LABOUR AGREEMENT

BY and BETWEEN:

578

TRICOTEX CO.LTD., a body corporate having  
its Head-Office at the City of Sherbrooke,  
Que.

Hereinafter called The Employer  
-or- THE COMPANY

AND

UNION DE TRICOT DE SHERBROOKE

Hereinafter called the Association

-----

The employer and the Association mutually agree as follows;-

APPLICATION

1. This Agreement applies to the Employer's Plant, at Sherbrooke, Que., and to the employees thereof, except executives, office personnel and foreman.

GENERAL PRINCIPLES

2. RECOGNITION

- (a) The Company recognizes the Association as the sole collective bargaining agent for the employees of the Company,
- (b) Consistent with the provisions of this Agreement and the Association recognizes that the Management of the plant and the operation thereof, and the direction of the working forces thereof, including but not limited to the right to hire, suspend, discipline, promote, transfer and discharge for the proper causes and the right to relieve employees of their duties because of lack of work or for other legitimate reasons, remains vested in the Company.

The Union further recognizes the rights of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. The location of the plant, the products to be manufactured, the schedule of production, the methods processes and means of manufacturing are solely and exclusively the responsibility of the Company. The Company also has the right to make and alter from time to time rules and regulations to be observed by the employees.

3. PURPOSE OF AGREEMENT

The purpose of this Agreement is to promote harmonious industrial relations, to secure, on one part, more efficient production and protection of property, and, on the other part, to establish wages, hours, and good working conditions,

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4. Co-operation

- (a) The employer agrees to treat his employee with consideration, and, the Association agrees to promote discipline in the plant, and to encourage the employees to give an honest and loyal measure of work.
- (b) The Employer and the Association agree to mutual co-operation towards prevention, as far as possible, of accidents, and to provide for the security and health of the employees.
- (c) The parties agree there will be no union activities or discussion on the premises of the Company during working hours.
- (d) If the employee finds that he is unable to report for work, he shall notify his Foreman by telephone or note before the shift starts. If an employee plans to stay out, he shall make arrangements with other employees performing the same job to replace him.

5. Deduction of Association dues.

Upon receiving a voluntary written authorization signed by an employee on a card provided by the Association, the Company agrees to honour such form during the term of this AGREEMENT insofar as it legally can do, and that it will be deduct from the last pay in each calendar month of every employees authorizing it, in the approved form, such sum as has been established by the Association as its regular monthly dues.

The Association shall advise the Company of the amount of such monthly dues and of any change therein.

6. Increase and Decrease of Working Forces.

- (a) In all cases of increase or decrease in the working forces, final decision of which will rest with Management, the following **factors** shall be considered in their respective order:
1. Skill, efficiency, competency;
  2. Duration of continuous service;
  3. Family charges (family i.e.)

which must be interpreted as follows- 1. Unless there be no clear-cut difference relative to first factor, the second factor shall prevail; 2. in case of approximate equality relative to the first two factors, the third shall prevail.

(b) Discharge

Employees being discharged under normal conditions or employees desiring to leave the Company's service of their own account, must be given or give, according to the case the customary seven-day notice.

If requested, a letter of reference shall be given to each employee on good standing leaving the service of the Company, stating the duration of employment, type of work or occupation and reasons for leaving the employment of the Company.

## 7. Seniority and Service

Length of employment with the Company shall be known as "Service" and, for the purposes of this Agreement, Service and Seniority shall be synonymous.

- (a) Three consecutive months of employment shall be required prior to any acknowledgment of seniority, after such a period seniority shall be computed retro-active to the first day of service.
- (b) The Employer shall transmit to the Association a service list, indicating the standing of each employee, which list shall be revised semi-annually.
- (c) The Service shall not be affected by authorized leave of absence. The Employer may allow certain periods of absence for sickness or for other serious reasons without forfeiting the Employee's Seniority. However, no such period should be longer than six consecutive months.
- (d) Employees shall forfeit their Seniority in the following cases:
  - 1. Voluntary leaving the Company
  - 2. Dismissal for cause.
  - 3. Absence from work for more than three days without notice or reasonable excuse.

### NEW EMPLOYEES

8. New employees will be considered as probationary employees for the first three months of their employment. The Association shall not question the dismissal of any probationary employees nor shall such dismissal be the subject of a grievance.

Probationary Employees shall not be approached during their probationary period to join the Association.

## 9. Grievance Procedure.

Subject to the right of any employee to go direct to management, on order to establish an orderly method of discussing grievances and requests. The Company and the Union establish the following procedure:-

- (a) The Grievance Committee shall consist of Four members, two appointed by the Employer, and two appointed by the Employees. This Committee shall appoint a Chairman and a **secretary**, shall meet as often as necessary outside hours and shall keep records of its meetings.
- (b) Any dispute shall be submitted by the Employee (either alone or with a member of the Grievance Committee) to the Foreman either verbally or in writing.
- (c) The Foreman shall give his decision within 24 hours, and if the employee is not **satisfied**, he may submit his dispute to the Grievance Committee.

This applies only to employees who are more than three months in the service of the Company. Employees who are employed less than three months an immediate notice applies from both sides.



(b) Night Shift: (5.45 P.M. to 12 Midnight)  
(12.45 A.M. to 6.30 A.M.)

Except during months of July and August when work will stop Friday midnight.

A differential of five cents per hour shall be paid to the employees on the night shift.

Male knitters and wrappers shall alternate to two weeks on day shift and two weeks on night shift.

A worker on the days shift by arrangements with his alternate, on the night shift, may exchange shifts for two weeks.

It is agreed that any employee in the above categories if required, will work days shift only.

Female winders shall work only the day shift and male winders the night shift.

All others will work day shift only.

14. Holidays

The following days shall be observed as holidays:-

Sundays	St John Baptist	New Year's Day
Dominion day	Epiphany	Labour Day
Good Friday	All Saint's Day	Ascension Day

Immaculate-Conception & Christmas Day

All work except maintenance done on Sundays and on any of the above holidays to be paid double time. Maintenance work at time and a half.

Holidays with pay

New Year's Day, Christmas Day and Good Friday will be paid in separate pay envelopes. A special pay sheet will be computed for any such day and will not form a part of the pay for the rest of the week. The pay to be for ten (10) hours per day at normal hourly rates.

15. Wages and rates of Pay

(a) Piece work rates will be posted in each department and kept up to date.

(b) Present wages or rates of pay for those employees affected by the present Agreement shall be increased by Five (5) cents an hour.

Apprenticeship

(c) Employees in jobs on which bonus is applicable:

Women to start at \$0.49, to increase after three months \$0.05, further three months \$0.05 and further three months \$0.04.

Men to start at \$0.54, to increase after three months \$0.05, further three months \$0.05 and further three months \$0.04.

(d) Employees in jobs on which bonus not apply:

Women to start at \$0.51, to increase after three months \$0.05, further three months \$0.05, and further three months \$0.06.

Men to start at \$0.56, to increase after three months \$0.05 further three months \$0.05, and further three months \$0.06.

The starting rates and the advancement could be higher and speedier respectively if the Management sees it.

(c) The wages shall be paid weekly in legal Canadian Currency and distributed in the Plant.

The following details shall appear on or inside each pay envelope:-

Surname and christian name of the wage earner.  
Date and the period of the pay.  
Numbers of hours  
Hourly rate.  
Total earnings.  
Deductions made.  
Net amount paid.

The normal pay day shall be Friday, if the Friday is not worked the pay shall be made the preceding day.

The Company shall provide each employee a card showing his name, date of hiring and occupation.

16. Lack of Work:-

If an employee reports at the plant for work at his usual hour and there is no work available at his regular job, he may be assigned other work for which he will be paid his regular rate, but if no work is available for that particular day, he will be paid a minimum of two hours. The provisions of the above clause ~~will~~ shall not apply in the event of Power or Steam Failure, fire, flood, or other conditions beyond the control of the Company.

If an employee is assigned temporarily to work other than his own for which the rate is different than his own regular rate, he shall be paid at his own regular rate while on the temporary job.

If because of lack of work, shortage of materials and for any other reason, the Employer has to lay off employees, he may re-engage ~~at~~ ~~them~~ another job or operation and pay them the rate of such other operation.

17. Vacations with pay

(a) One week's vacation with pay, the plant being closed shall be granted each year to all the salaried workers.

(b) All employees having been on the 1st of May of each year, at the service of the Employer since one (1) year or less, shall be granted an allowance equal to two per cent (2%) of their gross earned x wages during each of the preceding months worked, since one year, at the service of the Employer.

(c) All employees who, on May the 1st, of each year, have been at the service of the Employer, since more than one year (1) shall receive the following allowances, according to length of service.

1- From one (1) to two (2) years:	2.4%	of gross earnings during	preceding year
2- From two (2) to three (3) "	2.8%	" " " "	" "
3- From Three (3) to four (4) "	3.2%	" " " "	" "
4- From four (4) to five (5) "	3.6%	" " " "	" "
5- From five (5) to years and over:	4.0%	" " " "	" "

All such allowances shall be paid immediately before the vacations or at the moment an employee leaves the ship, if he quits work well before that period.

Vacations shall be taken between June 30th and Labour Day. The Employer shall announce the date one month in advance if possible.

18. Notice Board:

The Association shall have the right to post Notices of Association Meetings, on the Notice Board of the Plant, at the usual places, or on Bulletin Boards designated by the Employer but no such notices shall be posted before approval of the Employer.

19. Duration and Renewal:

The present Agreement shall be in force from day of its deposit at the office of the Minister of Labour (Quebec) and remain so for a period of twelve (12) months starting on July 1st, 1953. The Agreement shall be renewed automatically from year to year, unless either party should serve to the other written notice, between the last sixty (60) to thirty (30) days preceding date of expiration or renewal thereof, of its intention to modify or denounce the Agreement.

IN WITNESS WHEREOF, the parties have signed these presents, at SHERBROOKE Que., the 1st day of July 1953.

TRICOTEX COMPANY LIMITED.

UNION DE TRICOT DE SHERBROOKE

Unreadable  
President

Marc Belorue  
Président

Unreadable  
Sec. Treasurer

Henri Bureau  
Sec. Treasurer

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LABOUR AGREEMENT

BY and BETWEEN:

TRICOTEX CO. LTD; a body corporate having its  
Head-Office at the City of Sherbrooke, Que.

Hereinafter called The Employer  
-or- THE COMPANY

AND

NATIONAL SYNDICATE OF EMPLOYEES OF TRICOTEX  
COMPANY LIMITED

Hereinafter called The Association.

.....

The Employer and the Association mutually agree as follows:-

The Labour Agreement Amendment as signed between the parties  
on the 26th day of January, 1951, is considered by the parties as nil  
and void.

The Agreement as signed by the two parties on May 31st 1949  
will continue to be in force except as follows:

Paragraph 14- Holidays to be replaced  
with a new paragraph 14 which reads:

14. Holidays

The following days shall be observed as holidays:-

Sundays	St John the Bpatist
New Year's Day	Dominion Day
Epiphany	Labour Day
Good Friday	All Saints Day
Ascension Day	Immaculate-Conception

& Christmas Day.

All work except maintenance done on Sundays and on any of  
the above holidays to be paid double time. Maintenance work at time and a  
half.

HOLIDAYS WITH PAY

New Year's Day and Christmas Day will be paid on separate pay  
envelopes. A special pay sheet will be computed for any such day and will  
not form a part of the pay for the rest of the week. The pay to be for ten  
(10) hours per day at normal hourly rates.

PARAGRAPH 15

Wages and Rates of Pay: Is <sup>being</sup> ~~bein~~ changed to read as follows: Microfilm

- (a) Piece work rates shall be posted in each Department and kept up to date.
- (b) Present wages or rates of pay for these employees affected by the present agreement and being employed by the Company for at least three months shall be increased:

Sub Paragraph AA:

Workers who participate normally in bonus- \$0.08 an hour,  
Workers who do not participate normally in bonus- \$0.12 an hour.  
Employees who are employed by the Company under three months to  
be treated as apprentices at rates specified in this Agreement.

**APPRENTICESHIP:**

(aa) Employees in jobs on which bonus is applicable:

Women to start at \$0.44, to increase after three months \$0.05, further three months \$0.05, and further three months \$0.04.

Men to start at \$0.49, to increase after three months \$0.05, further three months \$0.05, and further three months \$0.04.

(bb) Employees in jobs on which bonus does not apply:

Women to start at \$0.46, to increase after three months \$0.05, further three months \$0.05, and further three months \$0.06.

Men to start at \$0.51, to increase after three months \$0.05, further three months \$0.05, and further three months \$0.06.

The Starting rates and the advancement could be higher and speedier respectively if the Management sees fit.

(c) The wages shall be paid weekly in legal Canadian Currency and distributed in the plant.

The following details shall appear on or inside each pay envelope:-

Surname and Christian name of the wage earner.  
Date and the period of the pay.  
Number of Hours.  
Hourly rate.  
Total earnings.  
Deductions made.  
Net amount paid.

The normal pay day shall be Friday. If the Friday is not worked the pay shall be made the preceding day.

The Company shall provide each employee a card showing his name, date of hiring and occupation.

**PARAGRAPH 19**

**DURATION AND RENEWAL**

The present Agreement shall be in force from the day of its deposit at the office of the Minister of Labour (Quebec) and remain so for a period of twelve (12) months starting on February 9th, 1952. The agreement shall be renewed automatically from year to year, unless either party should serve to the other written notice, between the last sixty (60) to thirty (30) days preceding date of expiration or renewal thereof, of its intention to modify or denounce the Agreement.

In witness whereof, the parties have signed these presents, at Sherbrooke, Que; the 18th <sup>day</sup> of January 1952.

TRICOTEX COMPANY LIMITED

J. Pick, President.

C.E. Christmas, Ass-Man.

Bertrand Vaillancourt, Trés

More Delorme, Prés

LABOUR AGREEMENT

BY AND BETWEEN:

TRICOTEX CO. LTD., a body corporate having  
its Head-Office at the City of Sherbrooke,  
Qué.

Hereinafter called the Employer  
-or- THE COMPANY

AND

NATIONAL SYNDICATE OF EMPLOYEES OF  
TRICOTEX COMPANY LIMITED

Hereinafter called The Association.

.....

The Employer and the Association mutually agree as follows:-

The Labour Agreement as signed between the two parties on May 31st, 1949 will continue to be in force except as follows:-

Paragraph 14 - Holidays to be replaced with a new paragraph 14  
which reads:

14. Holidays

The following days shall be observed as holidays:-

Sundays	St. John the Baptist
New Year's Day	Dominion Day
Epiphany	Labour Day
Good Friday	All Saints Day
Ascension Day	Immaculate-Conception

& Christmas Day.

All work except maintenance done on Sundays and on any of the above holidays to be paid double time. Maintenance work at time and a half.

HOLIDAYS WITH PAY

New Year's Day and Christmas Day will be paid in separate pay envelopes. A special pay sheet will be computed for any such day and will not form a part of the pay for the rest of the week. The pay to be for ten (10) hours per day at normal hourly rates.

PARAGRAPH 15

Wages and Rates of Pay: Is being changed to read as follows:

- (a) Piece work rates shall be posted in each Department and kept up to date.
- (b) Present wages or rates of pay for these employees affected by the present agreement and being employed by the Company for at least three months shall be increased:

Sub Paragraph AA:

Workers who participate normally in bonus + \$0.04 an hour, workers who do not participate normally in bonus - \$0.06 an hour. Employees who are employed by the Company under three months to be treated as apprentices at rates specified in this Agreement.

LABOUR AGREEMENT

BY AND BETWEEN

TRICOTEX CO.LTD. a body corporate  
having its Head-Office at the City of  
Sherbrooke Que.

Hereinafter called the Employer  
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AND

NATIONAL SYNDICATE OF EMPLOYEES OF  
TRICOTEX COMPANY LIMITED

Hereinafter called the Association

.....

1. APPLICATION

This Agreement applies to the Employer's Plant, at  
Sherbrooke, QUE., and to the employees thereof, except  
those excluded by the official certification of the  
Labour Relations Board.

GENERAL PRINCIPLES

2. Recognition

(a) The Company recognizes that the Association has  
been duly certified by the Labour Relations Board of Quebec  
as the sole collective bargaining agent for the employees  
of the Company, as set forth in the official certification.

(b) Consistant with the provisions of this Agreement  
the Association recognizes that the Management of the plant  
and the operation thereof, and the direction of the working  
forces thereof, including but not limited to the right to hire,  
suspend, discipline, promote, transfer and discharge for proper cau-  
ses and the right to relieve employees of their duties because of  
lack of work or for other legitimate reasons, remains vested in  
the Company.

The Union further recognizes the right of the  
Company to operate and manage its business in all res-  
pects in accordance with its commitments and responsi-  
bilities. The location of the plant, the products to  
be manufactured, the schedule of production, the methods  
processes and means of manufacturing are solely and ex-  
clusively the responsibility of the Company, the Company  
also has the right to make and alter from time to time,  
rules and regulations to be observed by the employees.

3. Purpose of Agreement

The purpose of this Agreement is to promote harmo-  
nious industrial relations, to secure, on one part, more  
efficient production and protection of property, and, on  
the other party to establish wages, hours, and good work-  
ing conditions.

Apprenticeship:

(aa) Employees in jobs on which bonus is applicable:

Women to start at \$0.44, to increase after three months \$0.05, and further three months \$0.05

Men to start at \$0.49 to increase after three months \$0.05, and further three months \$0.05.

(bb) Employees in jobs on which bonus does not apply:

Women to start at \$0.46, to increase after three months \$0.05, and further three months \$0.05.

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The starting rates and the advancement could be higher and speedier respectively if the Management sees fit.

(c) The wages shall be paid weekly in legal Canadian Currency and distributed in the plant.

The following details shall appear on or inside each pay envelope:-

Surname and Christian name of the wage earner.  
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IN WITNESS WHEREOF, the parties have signed these presents, at Sherbrooke, Que., the 26th day of January 1951.

TRICOTEX COMPANY LIMITED

J. Pick, President.

C. E. Christmas, Ass.-Man.

Syndicat National des Employés  
de Tricotex Ltd

Marg Délorne Président

Bertrand Vaillancourt Secrétaire

Armand Villeneuve Représentant

N.C.  
La Fédération du Textile Inc.

4. Co-operation

(a) The Employer agrees to treat his employees with consideration, and, the Association agrees to promote discipline in the plant, and to encourage the employees to give an honest and loyal measure of work.

(b) The Employer and the Association agree to mutual co-operation towards prevention, as far as possible, of accidents, and to provide for the security and health of the employees.

(c) The parties agree there will be no union activities or discussion on the premises of the Company or during working hours.

(d) If the employee finds that he is unable to report for work, he shall notify his Foremen by telephone or note before the shift starts. If an employee plans to stay out, he shall make arrangements with other employees performing the same job to replace him.

5. Deduction of Association Dues.

Upon receiving a voluntary written authorization signed by an employee on a card provided by the Association, the Company agrees to honour such form during the term of this Agreement insofar as it legally can do, and that it will deduct from the last pay in each calendar month of every employee so authorizing it, in the approved form, such sum as has been established by the Association as its regular monthly dues.

The Association shall advise the Company of the amount of such monthly dues and of any change therein.

6. Increase and Decrease of Working Forces

(a) In all cases of increase or decrease in the working forces, final decision of which will rest with Management, the following factors shall be considered in their respective order:

1. Skill, efficiency, competency;
2. Duration of continuous service;
3. Family charges (family i.e.)

Which must be interpreted as follows:- 1. Unless there be no clear-cut differences relative to first factor, the second factor shall prevail: 2. in case of approximate equality relative to the first two factors, the third shall prevail.

(b) Discharge

Employees being discharged under normal conditions, or employees desiring to leave the Company's service of their own account, must be given or give, according to the case the customary seven-day notice.

If requested, a letter of reference shall be given to each employee in good standing leaving the service of the Company, stating the duration of employment, type of work or occupation and reasons for leaving the employment of the Company.

This applies only to employees who are more than three months in the service of the Company. Employees who are employed less than three months an immediate notice applies from both sides.

7. Seniority and Service

Length of employment with the Company shall be known as "service" and, for the purposes of this Agreement, Service and Seniority shall be synonymous.

(a) Three consecutive months of employment shall be required prior to any acknowledgement of seniority, after such a period seniority shall be computed retro-active to the first day of service .

(b) The Employer shall transmit to the Association a service list, indicating the standing of each employee, which list shall be revised semi-annually.

(c) The Service shall not be affected by authorized leave-of-absence. The Employer may allow certain periods of absence for sickness or for other serious reasons without forfeiting the Employee's Seniority. However, no such period should be longer than six consecutive months.

(d) Employees shall forfeit their Seniority in the following cases:

1. Voluntary leaving the Company.
2. Dismissal for cause.
3. Absence from work for more than three days without notice or reasonable excuse.

#### NEW EMPLOYEES

8. New employees will be considered as probationary employees for the first three months of their employment. The Association shall not question the dismissal of any probationary employees nor shall such dismissal be the subject of a grievance.

Probationary Employees shall not be approached during their probationary period to join the Association.

#### 9. Grievance Procedure

Subject to the right of any employee to go direct to management, in order to establish an orderly method of discussing grievances and requests, the Company and the Union establish the following procedure:-

(a) The Grievance Committee shall consist of Four members, two appointed by the Employer, and two appointed by the Employees. This Committee shall appoint a Chairman and a Secretary, shall meet as often as necessary outside working hours and shall keep records of its meetings.

(b) Any dispute shall be submitted by the Employee (either alone or with a member of the Grievance Committee) to the Foreman either verbally or in writing,

(c) The Foreman shall give his decision within 24 hours, and if the employee is not satisfied, he may submit his dispute to the Grievance Committee.

If the grievance is not satisfactorily adjusted, the Officers of the Grievance Committee may submit the grievance to the Manager or President of the Company who shall give his decision within three days.

(d) Any grievance or complaint carried to Arbitration shall be limited to the interpretation or violation of the provisions of this Agreement.

#### 10. Arbitration

If having exhausted all the foregoing recourses, the Association believes that a complaint has not been remedied, or if there should arise between the parties to the present Agreement, a misunderstanding or difference of opinion which

has not been settled by discussion between the parties, the parties agree to refer the matter to Arbitration, as provided by the Quebec Labor Disputes Act. R.S.Q. 1949, Chap. 167. The recommendation of the Board of Arbitration shall be final and binding on both parties,

Should any dispute or disagreement arise over wages, work loads or bonus plan which is referred to Arbitration, when the Arbitrator to be chosen or the Chairman of a Board of Arbitration, even when chosen by the Minister, shall be a competent textile engineer.

Any Arbitrator or Board of Arbitration shall have the right only to interpret and apply the terms of this Agreement but shall not have the right or authority to change or add to the terms of this Agreement in any way.

11. Strike, Slow-Down, Lock-Out

The parties agree that there shall be no strike, slow-down or lock-out of the Mill, or any other interruption of work for the duration of the present Collective Labour Agreement.

12. Trial Period

For a new operation, a trial period of thirty days, or more, shall be fixed. During this trial period, the concerned employee or employees shall be remunerated at the journey rate set forth in the present Agreement for such operation.

13. Hours of work

Except for watchmen, firemen and stationary engineers, the regular work week shall be forty-eight (48) hours, and any hours worked in excess of 48 hours shall be paid at the rate of time and a half.

The regular work hours shall be as follows:

- (a) Day Shift:  
Monday to Saturday (7.15 A.M. to 12 noon  
12.45 P.M. to 5.45 P.M.  
Saturday 7.15 A.M. to 12 noon  
Except during months of July and August when no work will be performed on Saturdays.
- (b) Night Shift: (6. P.M. to 12 midnight  
12.45 A.M. to 6.45 A.M.  
Except during months of July and August when work will stop Friday midnight.

A differential of five cents per hour shall be paid to the employees on the night shift.

Male knitters and warpers shall alternate two weeks on day shift and two weeks on night shift, the one exception to this will be Sylvio Morisette, who due to the fact that he lives in Bromptonville, and was hired to work days only, will continue to work days only.

A worker on the day shift by arrangement with his alternate, on the night shift, may exchange shifts for two weeks.

It is agreed that any employee in the above categories if required, will work day shift only.

Female winders shall work only the day shift and male winders the night shift.

All others will work day shift only.

14. Holidays

The following days shall be observed as holidays:-

Sundays	St-John the Baptist
New Year's Day	Dominion Day
Epiphany	Labour Day
Good Friday	All Saints Day
Ascension Day	Immaculate Conception
Christmas Day	

All work except maintenance done on Sundays and on any of the above holidays to be paid double time. Maintenance work at time and a half.

15. Wages and Rates of Pay:

(a) Piece work rates shall be posted in each department and kept up to date.

(b) Present wages or rates of pay for those employees affected by the present Agreement and being employed by the Company at least for three months, shall be increased by Five (5) cents an hour. Employees who are employed with the Company under three months to be treated as apprentices at rates specified in this Agreement.

Apprenticeship:

Women to start at \$0.40 to increase after three months \$0.05 and further three months \$0.05. Men to start at \$0.45 to increase after three months \$0.05 and further three months \$0.05. The starting rates and the advancement could be higher and speedier respectively if the Management sees fit.

(c) The wages shall be paid weekly in legal Canadian currency and distributed in the plant.

The following details shall appear on or inside each pay envelope:-

Surname and Christian name of the wage earner.  
Date and the period of the pay.  
Number of Hours.  
Hourly rate.  
Total earnings.  
Deductions made  
Net amount paid.

The normal pay day shall be Friday. If the Friday is not worked the pay shall be made the preceeding day.

The Company shall provide each employee a card showing his name, date of hiring and occupation.

16. Lack of Work:

If an employee reports at the plant for work at his usual hour and there is no work available ~~at his~~ at his regular job, he may be assigned other work for which he will be paid his regular rate, but if no work is available for that particular day, he will be paid a minimum of two hours. The provisions of the above clause shall not apply in the event of Power or steam failure, fire, flood or other conditions beyond the control of the Company.

If an employee is assigned temporarily to work other than his own for which the rate is different than his own regular rate, he shall be paid at his own regular rate while on the temporary job.

If because of lack of work, shortage of materials and for any other reason, the Employer has to lay off employees, he may re-engage them at another job or operation and pay them the rate of such other operation.

17. Vacations with Pay

(a) One week's vacation with pay, the plant being closed, shall be granted each year to all the salaried workers.

(b) All employees having been, on May the 1st, of each year, at the service of the Employer since one (1) year or less, shall be granted an allowance equal to two percent (2%) of their gross wages earned during each of the preceding months worked, since one year, at the service of the Employer.

(c) All employees who, on May the 1st, of each year, have been at the service of the Employer since more than one (1) year, shall receive the following allowances, according to length of service.

1.	From one (1) to two (2) years;	2.4%	of gross earnings						
			during preceding year.						
2.	From two (2) to three (3) "	2.8%	"	"	"	"	"	"	"
3.	From three (3) to four (4) "	3.2%	"	"	"	"	"	"	"
4.	From four (4) to five (5) "	3.6%	"	"	"	"	"	"	"
5.	From Five (5) years and over	4.0%	"	"	"	"	"	"	"

All such allowances shall be paid immediately before the vacations or at the moment an employee leaves the shop, if he quits work well before that period.

Vacations shall be taken between June 30th, and Labour Day, The Employer shall announce the date one month in advance if possible.

18. Notice Boards.

The Association shall have the right to post Notices of Association Meetings, on the Notice Board of the plant, at the usual places, or on Bulletin Boards designated by the Employer but no such notices shall be posted before approval of the Employer.

19. Duration and Renewal

The present Agreement shall be in force from the day of its deposit at the office of the Minister of Labour (Quebec) and remain so for a period of twelve (12) months starting on February 9, 1949. The Agreement shall be renewed automatically from year to year, unless either party should serve to the other written notice, between the last sixty (60) to thirty (30) days preceding date of expiration or renewal thereof, of its intention to modify or denounce the Agreement.

IN WITNESS WHEREOF the parties have signed these presents, at Sherbrooke, Que., the 31st day of May 1949.

TRICOTEX COMPANY LIMITED

UNREADABLE

President

UNREADABLE

Ass.Man.

Sylvio Morisette  
Pres

Marc. Délorme  
Treas.

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LABOUR AGREEMENT

BY AND BETWEEN

TRICOTEX COMPANY LTD., a body corporate  
having its head-office at the City of Sherbrooke,  
Que.

Hereinafter called the Employer  
or- The Company

AND

NATIONAL SYNDICATE OF EMPLOYEES OF TRICOTEX  
COMPANY LIMITED.

Hereinafter called the Association.

.....

The Employer and the Association mutually agree as follows :-

APPLICATION

- 1.- This agreement applies to the Employer's Plant, at Sherbrooke, Que., and to the employees thereof, except those excluded by the official certification of the Labour Relations Board.

GENERAL PRINCIPLES

2.- Recognition

- (a) The Company recognizes that the Association has been duly certified by the Labour Relations Board of Quebec as the sole collective bargaining agent for the employees of the Company as set forth in the official certification.
- (b) The Association recognizes that the Management of the plant and the operation thereof, and the direction of the working forces thereof, including but not limited to the right to hire, suspend, promote, transfer and discharge for proper causes and the right to relieve employees of their duties because of lack of work or for other legitimate reasons, remains vested in the Company.  
The Union further recognizes the rights of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities. The location of the plant, the products to be manufactured, the schedule of production, the methods processes and means of manufacturing are solely and exclusively the responsibility of the Company. The Company also has the right to make and alter from time to time, rules and regulations to be observed by the employees, provided that they are not inconsistent with the provisions of this Agreement.

3. Purpose of Agreement :

The purpose of this Agreement is to promote harmonious industrial relations, to secure, on one part, more efficient production and protection of property, and, on the other part, to establish wages, hours, and good working conditions.

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4. Co-operation :

(a) The Employer agrees to treat his employees with consideration and, the Association agrees to promote discipline in the plant, and to encourage the employees to give an honest and loyal measure of work.

(b) The Employer and the Association agree to mutual co-operation towards prevention as far as possible, of accidents, and to provide for the security and health of the employees.

(c) The parties agree there will be no union activities or discussion on the premises of the Company or during working hours.

(d) If the employee finds that he is unable to report for work, he shall notify his Foreman by telephone or note before his shift starts. If an employee plans to stay out, he should make arrangements with other employees performing the same job to replace him.

5. Deduction of Association Dues :

Upon receiving a voluntary written authorization signed by an employee on a card provided by the Association and in the form set forth in Schedule "A" hereinafter set forth, the Company agrees to honour such form during the term of this Agreement insofar as it legally can do, and that it will deduct from the last pay in each calendar month of every employee so authorizing it, in the approved form, such sum as has been established by the Association as its regular monthly dues.

The Association shall advise the Company of the amount of such monthly dues and of any change therein.

6. Increase and Decrease of Working Forces :

(a) In all cases of increase or decrease in the working forces, final decision of which will rest with management, the following factors shall be considered in their respective order :

1. Skill, efficiency competency ;
2. Duration of continuous service ;
3. Family charges (family i.e.)

Which must be interpreted as follows : 1. Unless there be no clear-cut difference relative to first factor, the second factor shall prevail ; 2. in case of approximate equality relative to the first two factors, the third shall prevail.

(b) Discharge

Employees being discharged under normal conditions or employees desiring to leave the Company's service of their own account, must be given or give, according to the case the customary seven-day-notice. This notice to be one calendar week and shall not include the day on which the notice is given, unless said notice is filed within two hours of the commencement of the operation.

If requested, a letter of reference shall be given to each employee in good standing leaving the service of the Company, stating the duration of employment, type of work or occupation and reasons for leaving the employment of the Company.

This applies only to employees who are more than three months in the service of the Company. Employees who are employed less than three months an immediate notice applies from both sides.

7. Seniority and Service :

Length of service with the Company shall be known as " service " and, for the purposes of this Agreement, Service and Seniority shall be synonymous.

(a) Three consecutive months of employment shall be required prior to any acknowledgement of seniority, after such a period, seniority shall be computed retroactive to the first day of service.

(b) The Employer shall transmit to the Association a service list, indicating the standing of each employee, which list shall be revised semi-annually.

(c) The Service shall not be affected by authorized leave of-absence. The employer may allow certain periods of absence for sickness or for other serious reasons without forfeiting the Employee's seniority. However, no such period should be longer than six consecutive months.

NEW EMPLOYEES

8. New employees will be considered as probationary employees for the first three months of their employment. The Association shall not question the dismissal of any probationary employees nor shall such dismissal be the subject of a grievance.

Probationary Employees shall not be approached during their probationary period to join the Association.

9. Delegates :

The Syndicate through its Executive, may appoint a delegate in each department. The duties of this delegate shall be to discuss all grievances or difficulties brought to his attention by the employees in his department and to make a report to the Executive of the Syndicate.

It is understood that each Delegate has his regular work to perform on behalf of the Company and that when it is necessary to service a grievance during working hours he shall not leave his work without obtaining permission of his Foreman. When the Delegate is of the opinion that such permission is being unreasonably withheld, he may take the matter up under the Grievance Procedure. When resuming his regular work the Delegate shall report to his Foreman and if requested shall give an explanation of his absence from work.

It is understood that the Company shall not be required to pay for anytime used by Delegates in servicing grievances during working hours unless such action is specifically requested by the Company, in which case the Delegate shall be paid for time lost on the basis of his hourly rate if he is an hourly rated employee and on the basis of his average earnings if he is a piece-work rated employee.

Any grievance or complaints to be carried to arbitration shall be limited to the interpretation or violation of the provisions of this agreement.

10. Grievance Procedure

Subject to the right of any employee to go direct to management, in order to establish an orderly method of discussing grievances and requests, the Company and the Syndicate establish the following procedures :

(a) First the question shall be submitted by the employee to his foreman ( the employee alone or with a delegate).

(b) If the employee prefers or if the grievance or request submitted to the foreman for decision is not satisfactory the employee may submit his case to the Syndicate's representative.

(c) The officers of the Syndicate shall submit this grievance or request to the foreman concerned who shall give his decision within 24 hours.

(d) If the grievance is not satisfactorily adjusted with the foreman, the Officers of the Syndicate may submit the grievance or request to the Manager or President of the Company who shall give his decision within the next three days.

11. Arbitration :

If having exhausted all the foregoing recourses, the Association believes that a complaint has not been remedied, or if there should arise between the parties to the present Agreement, a misunderstanding or difference of opinion which has not been settled by discussion between the parties, the parties agree to refer the matter to Arbitration, as provided by the Quebec Labour Disputes Act, R.S.Q. 1941, chap. 167. The recommendation of the Board of Arbitration shall be final and binding on both parties.

Should any dispute or disagreement arise over wages, work loads or bonus plan which is referred to Arbitration, when the Arbitrator to be chosen or the Chairman of a Board of Arbitration, even when chosen by the Minister, shall be a competent textile engineer.

Any Arbitrator or Board of Arbitration shall have the right only to interpret and apply the terms of this Agreement but shall not have the right or authority to change or add to the terms of this Agreement in any way.

12. Strike, Slow Down, Lock-Out :

The parties agree that there shall be no strike, slow-down or lock-out of the mill, or any other interruption of work for the duration of the present Collective Labour Agreement.

13. Trial Period :

For a new operation, a trial period of thirty days, or more shall be fixed. During this trial period the concerned employee or employees shall be remunerated at the journey rate set forth in the present agreement for such operation.

14. Hours of Work :

Except for watchmen, firemen and stationary engineers, the regular work week shall be forty-eight (48) hours, and any hours worked in excess of 48 hours shall be paid at the rate of time and a half.

The regular work hours shall be as follows :

## (a) Day Shift :

Monday to Saturday (7.15 A.M. to 12 noon  
 (12.45 P.M. to 5.45 P.M.)  
 Saturday (7.15 A.M. to 12 noon  
 Except during months of July and August when  
 no work will be performed on Saturdays .

(b) Night Shift : 6. P.M. to 12 midnight  
 12.45 A.M. to 6.45 A.M.

except during months of July, and August when  
 work will stop Friday midnight.

A differential of five cents per hour shall  
 be paid employees on the night shift.

Male knitters and warpers shall alternate  
 two weeks on day shift and two weeks on night shift,  
 the one exception to this will be Sylvio Morissette,  
 who due to the fact that he lives in Bromptonville  
 and was hired to work days only, will continue to  
 work days only.

A workers on the day shift by arrangement  
 with his alternate on the night shift may exchange  
 shifts for two weeks.

It is agreed that any employee in the above  
 categories if required will work day shift only.

\* Female winders shall\*  
 work only the day shift  
 and male winders 15. the night shift.

All others will work days shift only.

15. Holidays :

The following days shall be observed as holidays :

Sundays	St-John the Baptist
New Year's Day	Dominion Day
Epiphany	Labour Day
Good Friday	All Saints Day
Ascension Day	Immaculate Conception
	Christmas Day

All work except maintenance done on Sundays and  
 on any of the above holidays to be paid double time.  
 Maintenance work at time and a half.

16. Wages and Rates of Pay :

(a) Piece work rates shall be posted in each  
 department and kept up to date.

(b) Present wages or rates of pay for those  
 employees affected by the present agreement and  
 being employed by the Company at least for three  
 months, shall be increased by ten cents an hour.  
 Employees who are employed with the Company under  
 3 months to be treated as apprentices at rates  
 specified in this agreement.

Apprenticeship :

Girls to start at \$0.35, to increase after  
 3 months \$0.07 and further 3 months \$0.06. Men to  
 start at \$0.40 to increase after 3 months \$0.05 and  
 further 3 months \$0.05. The starting rates and the  
 advancement could be higher and speedier respectively  
 if the management sees fit.

(c) The wages shall be paid weekly in legal  
 Canadian currency and distributed in the plant.

The following details shall appear on or inside  
 each pay envelope :

Surname and Christian name of the  
 wage earner ;  
 Date and the period of the pay  
 Number of Hours  
 Hourly Rate  
 Total Earnings  
 Deductions made  
 Net amount paid

The normal pay day shall be Friday. If the  
 Friday is not worked the pay shall be made the  
 preceeding day.

The Company shall provide each employee a  
 card showing his name, date of hiring and occupation.

17. Lack of Work :

If an employee reports at the plant for work at his usual hour and there is no work available at his regular job he may be assigned other work for which he will be paid his regular rate, but if no work is available for that particular day, he will be paid a minimum of two hours. The provisions of the above clause shall not apply in the event of Power or steam failure, fire, flood or other conditions beyond the control of the Company.

If an employee is assigned temporarily to work other than his own for which the rate is different than his own regular rate, he shall be paid at his own regular rate while on the temporary job.

If because of lack of work, shortage of materials and for any other reason, the Employer has to lay off employees, he may re-engage them at another job or operation and pay them the rate of such other operation.

18. Vacation :

The Company agrees to continue during the life of this agreement its practice of granting one week's holiday annually to its employees at the rate of 2% of the gross earnings of the employee during the twelve months ending the April 30th, preceding the holiday or since the date of employment, should the period of employment be less than twelve months. This holiday will usually be granted at sometime fixed by the Company between June 30th, and Labour Day, and due notice will be given by the Company as far as in advance as is possible.

When an employee has completed five years' continuous service with the Company on or prior to April 30th he shall be entitled to one week's vacation with pay of 4% of his gross earnings for the year ending April 30th, provided he is in the employ of the Company on the Saturday preceding the day of payment of Vacation Pay.

19. Notice Board :

The Association shall have the right to post Notices of Association Meetings, on the Notice Board of the plant, at the usual places, or on Bulletin Boards designated by the Employer, but no such notices shall be posted before approval of the Employer.

20. Duration and Renewal :

This Agreement which constitutes the entire Agreement between the parties, shall be considered as effective on the day of its signature, and shall remain so during the twelve following months. The Agreement shall automatically be renewed from one year to another unless one of the parties thereto, within sixty (60) to thirty (30) days before expiration thereof, notifies the other party in writing of its intention to discontinue or modify said Agreement.

IN WITNESS WHEREOF, the parties have signed these presents, at Sherbrooke, Que. the February 9th, 1948.

TRICOTEX COMPANY LIMITED.

Illisible

Illisible,

Sylvio Morissette, prés.  
Marc Délorme, trés.

LABOUR AGREEMENT

BY AND BETWEEN

TRICOTEX CO.LTD. a body corporate having  
its Head Office at the City of Sherbrooke  
Que.

AND

Hereinafter called the Employer  
or THE COMPANY

UNION DE TRICOT DE SHERBROOKE.

Hereinafter called the Association

The employer and the Association mutually agrees as follows:

The Agreement between the two parties signed on the 1st day of June 1953,  
and the supplement Agreement dated July 5th, 1954, remains in force with the  
following changes and additions:

HOLIDAYS WITH PAY

One more day namely Ascension Day is added to the former list.

HOURS OF WORK

During the months of June, July and August the work will stop  
Friday midnight.

OVER TIME WORK

If an employee did not achieve 48 hours per week and if he did  
in that particular week maintenance work in irregular hours, than he is  
to be paid for the work in these irregular hours by time and a half.

DURATION AND RENEWAL

The present agreement shall be in force from the date of its deposit  
at the office of the Minister of Labour (Quebec) and remain so for a period  
of twelve(12) months starting on July 4th, 1955. The agreement shall be  
renewed automatically from year to year, unless either party should serve  
to the other written notice, between the last sixty (60) to thirty (30) days  
preceding date of expiration or renewal thereof, of its intention to modify  
or denounce the agreement.

IN WITNESS WHEREOF, the parties have signed these presents, at  
Sherbrooke, Que. the 1st day of August 1955.

TRICOTEX COMPANY LIMITED

Illisible, président

Illisible, sec.treasurer

UNION DE TRICOT DE SHERBROOKE

Bertrand Lacerte, président

Normand Larrivée sec.treasurer