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S. 512

Quebec, November 5th, 1946.

Mr. J.B. Germain,  
The Silk and Rayon Manufacturers Association,  
University Tower,  
Montreal 2,  
P.Q.

Dear Sir:-

We have duly received your letter of November 4th, together with a duly signed copy of a Collective Labour Agreement entered into between the Montreal Amateur Athletic Association and the National Union of Operating Engineers of Canada.

This Agreement cannot be deposited under the Professional Syndicates Act, since the National Union of Operating Engineers of Canada is not a corporate body, according to the opinion of the Secretary of the Province.

If you can supply us with a statement to the contrary, we will be glad to revise our opinion and to give you the benefit of the original deposit date. In the meantime, we are recording the document in our files as a Gentlemen's Agreement.

Yours truly,

Deputy Minister of Labour

Gérard T. Ambly.  
EC.

3-12206  
078

# THE SILK AND RAYON MANUFACTURERS ASSOCIATION

TELEPHONE PLATEAU 5525  
UNIVERSITY TOWER  
MONTREAL 2, CANADA

## MEMBERS

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MILLS—MONTMAGNY, QUE.

November 4th, 1946



Hon. Antonio Barrette,  
Minister of Labour,  
Department of Labour,  
Quebec, P.Q.

Dear Sir:

We are sending you herewith for deposit at the Department of Labour one copy of the Agreement signed between the MONTREAL AMATEUR ATHLETIC ASSOCIATION and the NATIONAL UNION OF OPERATING ENGINEERS OF CANADA.

A copy of this Agreement is also mailed to the Labour Relations Board.

Yours very truly,

*J. B. Germain*  
per H.  
J. B. Germain

JBG:LL

CONVENTIONS COLLECTIVES		
VISA DE	Date	Par
Amplification	✓	
...	✓	
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## AGREEMENT

**Between:** MONTREAL AMATEUR ATHLETIC ASSOCIATION, hereinafter called the  
"ASSOCIATION"  
**and** NATIONAL UNION OF OPERATING ENGINEERS OF CANADA,  
hereinafter called the  
"UNION".

1. PURPOSE:

It is the intention of this agreement to maintain a harmonious relationship between the Association and its steam plant engineers to provide an amicable method of settling any differences which may arise between them, and to set forth the conditions of employment to be observed between the Association and the Union.

2. TERM "EMPLOYEES":

The term "employees" as mentioned in this agreement refers to and includes steam plant engineers, Montreal Plant.

3. RECOGNITION:

The Association recognizes that the Union has been duly certified by the Labour Relations Board as sole bargaining agent for all engineers employed on its steam plant as defined in clause 2 and that the Union has consequently all the rights inherent to such certification.

4. UNION SECURITY:

The Association on a written and witnessed consent of the Members of the Union to this effect, hereby binds itself to deduct the dues of the employees, members of the Union, at the time this agreement is signed and also those of all the employees who would after wards become members of the union and this for the duration of this agreement. However any employee may ask the company between the 60 days and 30 days before the expiration of this agreement to stop such deductions; such request to be effective from the date of the expiration of this Agreement.

5. GRIEVANCE COMMITTEE:

The Union will elect or appoint one steward and supply the Association with the name of same, when said association shall then recognize.

The steward shall handle the grievances arising out of the operation of the agreement.

6. GRIEVANCE PROCEDURE:

Should any dispute arise between the Association 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 steward of his department, take the matter directly to said department's foreman.

Second: If a settlement is not reached within a reasonable time, (48 hours) the steward may either alone or

accompanied by the employee affected take the matter to the manager.

**THIRD:** If a settlement is not reached with the Manager within a reasonable time (2 weeks) the matter may be discussed between the steward accompanied by a representative of the National Union of Operating Engineers and the Management of the Association.

All settlement of grievances between the Association and the Union Representative shall be final and binding upon the Association, the employee or employees concerned. In the event of failure, to reach a settlement the matter shall be referred to Arbitration pursuant to the Labour Laws governing the matter and the award rendered by the Arbitration Board shall be final and binding for all parties at this Agreement; this however should not be interpreted as binding the parties to this Agreement in the case of an Arbitration arising out of the renewal of this Agreement.

Specific times and meetings shall be agreed upon by the steward and the management of the Association for the consideration of any disputes or other matters to be dealt with under the provisions of this section, provided however, that matters pertaining to the discharge of employees or other matters which cannot reasonably be delayed until the time of such regular meeting may be considered at an earlier date. Matters to be dealt with under the provisions of this section shall be discussed outside of working hours.

During the term of this Agreement, the Association 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 stoppage of work during the life of this Agreement shall be subject to disciplinary measures.

7.

MANAGEMENT:

The Management of the Plant and the direction of the employees, including the right to hire, suspend or discharge for proper causes and the right to relieve employees from duty because of lack of work or for other legitimate reasons is vested exclusively in the Association in accordance with the terms of this Agreement.

Any employee who feels that he has been unjustly dismissed, laid off or suspended must inform the Association and the Union, within 48 hours that he questions said dismissal, suspension or lay-off, and the matter shall from then on, be dealt as a grievance.

8.

HOURS OF WORK AND RATES OF PAY:

a) The standard working week will be of 56 hours but the employees will be paid time and a quarter after 48 hours;

b) Time and one half shall be paid for all work done in excess of 56 hours a week.

c) For the purpose of this Agreement the steam plant in question shall be recognized as a 4th class plant in accordance with our Quebec Enginemen's Act with all shift engineers deemed to be the holders of 4th class stationary enginemen certificates.

d) Rates shall be paid as follows:

Engineer in charge	\$0.65 per hour
Shift Engineers	\$0.60 per hour

e) The Association will maintain its policy of paying \$6.00 (six dollars) extra per shift for work done on the following holidays:

New Year's	Labour
Good Friday	Thanksgiving
24th of May or	Christmas
St. John the Baptist	
Dominion	

and any other day decreed as a Statutory holiday by our Federal Government.

9.

WAGES:

It is agreed that the Association and the Union, shall within two weeks after the conclusion of this Agreement, get together in order to make a joint application to the Regional War Labour Board for the approval of said settlement.

10.

ANNUAL HOLIDAYS:

1. Any employee who has been in the employ of the Association for a period of one year, in any year, shall receive a maximum holiday of one week for which he shall receive pay at his regular rate.

2. After two years continuous service in any year, any employee shall receive a maximum holiday of two weeks for which he shall receive pay at his regular rate.

3. The time for taking holidays shall be determined by the Association, employees with greatest seniority will be given first preference.

11.

SENIORITY:

a) Insofar as may be practicable, in the reduction, restoration and advancement, plant and departmental seniority shall govern, provided the employees are capable of doing the work.

b) An employee shall cease to have seniority rights and his employee's status with the Association will be terminated for all purposes if:

1. He leaves voluntarily;
2. He is discharged.

12.

SAFETY AND HEALTH:

The Association will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment, such devices as the Association requires to be worn and other equipment which in the opinion of the Association is necessary for the safety and protection of the employees shall be provided by the Association.

13.

BENEFITS:

All benefits presently enjoyed by the employees in general as well as all future benefits to employees in general shall continue to apply to all employees covered by this Agreement.

14.

DURATION OF AGREEMENT:

This Agreement is in force for a period of one year from the date of its signature and shall remain in force from

year to year, unless either party gives notice by writing to the other party within a delay which shall not be more than sixty (60) days nor less than thirty (30) days prior to the expiration of each period, of its intention to terminate the 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.

15.

NOTICE:

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

Montreal Amateur Athletic Association  
2070 Peel St.,  
Montreal, Que.

And any such notices 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 effective date of  
OCT 31 1947 of October 31st in the  
year one Thousand Nine Hundred and Forty-six (1946)

W. A. B. B. B.  
MONTREAL AMATEUR ATHLETIC ASSOCIATION

J. P. P.  
THE NATIONAL UNION OF OPERATING  
ENGINEERS OF CANADA.

WITNESSES

B. B. B.  
Andrew J. Huson