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COLLECTIVE LABOUR AGREEMENT

Between

MCGILL UNIVERSITY, MONTREAL, QUEBEC
(hereinafter called the "Company")



And

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

PARTY OF THE SECOND PART

1. RECOGNITION

The Union and the Company recognize that under the provisions of the Labour Relations Act of the Province of Quebec (R.S.Q. ch. 162A), and within the limits fixed by said law, they hold the necessary power to negotiate and enter into a collective labour agreement.

2. PURPOSE

It is the purpose of said agreement to maintain a harmonious relationship between the Company and its steam plant employees (herein designated as the employees, but excluding the Chief Operating Engineman) to provide an amicable method of settling any difference which may arise between them and to set forth the conditions of employment to be observed between the Company and the Union.

3. UNION COMMITTEE

The Union shall notify the Company of the name of a shop-steward, appointed by the employees of the steam power plant, to discuss with the Company any matters or grievances arising out of the operation of this agreement. If the shop-steward is required to leave his job in performance of his duty for the Union, he must first obtain permission from the Chief Engineman.

4. GRIEVANCE PROCEDURE

Should any dispute arise between the Company and the Union as to the meaning and application of the provisions of this agreement, 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 with the least possible delay such dispute or trouble in respect of which the following grievance machinery is set up:

FIRST: The employees concerned, accompanied by the shop-steward, will take the matter directly to the Assistant Chief Engineman, or in his absence, to the Chief Engineman. Should they fail to agree, the shop-steward will give written notification to the Assistant Superintendent.

SECOND: If a settlement is not reached within seven (7) days from the date that the shop-steward gives written notification of a reported grievance, the matter may be taken to the Assistant Superintendent.

THIRD: If a settlement is not reached within the time limit set up in the second paragraph of section 4, an additional seven (7) working days will be allowed, so that the matter may be discussed by the shop-steward accompanied by a representative of the Union, with the Superintendent.

FOURTH: In the event the dispute is not settled in this matter, an arbitration board shall be set up, in accordance with the provisions of the Trade Act. The findings of this Board shall be final and binding on both parties.

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5. UNION RECOGNITION

All employees who are members of the Union shall, as a condition of their continued employment, remain members during the term of this agreement. The Union shall be given the first opportunity of supplying all new employees. However, the Union recognizes the right of the Company to reject candidates put forward by the Union for cause, and proceed to fill the vacancy through the medium of advertising or other means.

6. WORKING CONDITIONS

In accordance with the laws of Quebec, this plant shall be designated as a first class power plant.

- 1. (a) With a first class engineman in sole charge, as Chief Enginemen.
- (b) Shift engineman in charge of each shift shall be deemed to be holders of second class enginemen's certificates.
- (c) Boiler room fireman shall be deemed to be holders of fourth class enginemen's certificates.

- 2. (a) The regular work day shall be of eight (8) hours duration.
- (b) The regular work week shall on the average be forty-eight (48) hours, except for the trimmers whose work week shall be fifty-six (56) hours in the winter, and forty-eight (48) hours in the summer.
- (c) Time and one-half shall be paid for all work performed in excess of eight (8) hours per day. Double time shall be paid for all work performed on an employee's day off.
- (d) A shift premium of five cents (5¢) per hour shall be paid for the hours between 4:00 p.m. and 12:00 midnight and between 12:00 midnight and 8:00 a.m.

7. RATES OF PAY

(a) Permanent Staff:	<u>One Month Probation</u>	<u>Permanent</u>
2nd class shift Enginemen	\$ 1.52 per hour	\$ 1.57 per hour
3rd class shift Enginemen	1.42 " "	1.47 " "
4th class shift Enginemen	1.22 " "	1.27 " "
Helpers or Trimmers	1.12 " "	1.12 " "

The above rates retroactive to June 1st, 1954.

From the 1st of June, 1955 to May 31st, 1956, the above rates shall be as follows:-

2nd class shift Enginemen	\$ 1.54 per hour	\$ 1.59 per hour
3rd class shift Enginemen	1.44 " "	1.49 " "
4th class shift Enginemen	1.24 " "	1.29 " "
Helpers or Trimmers	1.14 " "	1.14 " "

- (b) Assistant to the Chief Engineman: five cents (5¢) per hour above the rate of the shift engineman.
- (c) Double time rates shall be paid on all statutory holidays if worked. Single time rates shall be paid when not worked.
- (d) The Statutory holidays shall be as follows:-

New Year's Day	Labour Day	May 24th
Good Friday	Queen's Birthday	Thanksgiving
Armistice Day	Dominion Day	Christmas Day

8. VACATIONS

All permanent employees who have been in the service of the Company for at least six months, will be granted one (1) week's vacation with pay.

All permanent employees who have been in the service of the Company for at least one (1) year, will be granted two (2) weeks' vacation with pay.

9. BENEFITS

All benefits presently enjoyed, as well as all future benefits to employees in general, shall continue to apply to all employees covered by this Agreement, except wage and salary increases. However, no benefits, including sick time, will be applicable to personnel who form additions or replacements during their probationary period.

10. SICKNESS

(a) No employee shall be paid sick time unless he is off three (3) or more days and has a doctor's certificate to prove the extent of his illness, supported by the University Medical Officer's recommendation, if the Company so desires.

(b) Should an employee's illness extend beyond three days, the Company agrees to pay full sick time for a period not exceeding fourteen (14) days during each year that this agreement is in force, non-accumulative.

(c) Should the illness of an employee, with a minimum of two (2) years' service, including the probationary period, extend beyond fourteen (14) days, the Assistant Superintendent will be prepared to submit the Chief Engineer's recommendation for relief on compassionate grounds, to the Administration.

(d) Loss of time due to accidents of a non-occupational character is not to be deemed sick time.

(e) Industrial Accident Policy. All personnel of the power house shall be covered by the same industrial accident policy as presently enjoyed by maintenance employees.

11. DISMISSAL

Nothing in this agreement shall be deemed to restrict or interfere with the right of the Company to discharge any employee for incompetency, neglect of duties or other good and sufficient cause, but the Company agrees that if the Union considers that any employee has been unjustly dismissed from the Company's service, it will consider any representation made to it, in accordance with the grievance procedure set forth in article 4 of this agreement, if the matter is taken up within two (2) working days from the employee's discharge. Otherwise, the question of the discharge shall not be open to review. If, upon investigation, the Company agrees that the discharge of the employee was not justified, he shall be re-instated in service without loss of pay.

12. STRIKE AND LOCKOUTS

During the term of this agreement and in consideration of the relations established by it, it is agreed that neither the Union nor its representative nor any member of it shall cause, sanction, authorize or take part in any strike, either partial or complete, interfering with or causing interruption of services, nor shall the Company cause or practise any lockout.

13. DURATION OF AGREEMENT

This Agreement is in force for a period of two (2) years from June 1st, 1954 to May 31st, 1956. It is understood between the parties that the negotiations for the renewal of the Agreement shall start on May 1st, 1956. 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:

McGill University,
Department of Buildings & Grounds,
3551 Carleton Road,
Montreal, P.Q.
Attention of Superintendent.

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

National Union of Operating Engineers of Canada,
5316 Park Avenue, Room 27,
Montreal, P.Q.

IN WITNESS WHEREOF the parties have signed this agreement at the
City of Montreal under date of June 15
in the year One Thousand Nine Hundred and Fifty-five (1955).

MCGILL UNIVERSITY

A. C. Lapin
Supt. Buildings & Grounds

Dorothy Bigelow
Witness

NATIONAL UNION OF OPERATING
ENGINEERS OF CANADA

R. S. [Signature]
General President

Patrick J. McAuley
Witness

AMENDMENT TO COLLECTIVE LABOUR AGREEMENT

Between

MCGILL UNIVERSITY, MONTREAL, QUEBEC
(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

ALL CLAUSES of this contract to remain the same with the exception of the following:-

6. WORKING CONDITIONS

2. (c) Time and one half shall be paid for all work performed in excess of eight (8) hours per day.

Double time shall be paid for all work performed on an employee's day off.

- AND (d) A shift premium of five cents (5¢) per hour for the hours between 4.00 p.m. and 12.00 midnight and between 12.00 midnight and 8.00 a.m. shall be paid as from December 1st, 1953.

7. RATES OF PAY

(a) Permanent Staff:	<u>One month probation</u>	<u>permanent</u>
2nd class shift enginemen	\$1.48 per hour	\$1.53 per hour
3rd class shift enginemen	1.38 " "	1.43 " "
4th class shift enginemen	1.18 " "	1.23 " "
helpers or trimmers	1.08 " "	1.03 " "

The above rates shall be retroactive to June 1st, 1953.

- (b) Double time rates shall be paid on all statutory holidays when the University closes on those days.

- (c) The statutory holidays shall be as follows;

Christmas Day	New Year's Day	Dominion Day
Good Friday	Labour Day	May 24th
Armitice Day	Queen's Birthday	Thanksgiving

ADD

VACATIONS

All permanent employees who have been in the service of the University for at least six months will be granted one (1) week's vacation with pay; and all employees who have been in the service of the University for at least two (2) years, will be granted two weeks' vacation (2) with pay.

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IN WITNESS WHEREOF the parties have signed this Agreement at the City of Montreal under effective date of June 1st, 1953.

MCGILL UNIVERSITY

NATIONAL UNION OF OPERATING ENGINEERS
OF CANADA

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C.J.Roberts

MEMORANDUM OF COLLECTIVE LABOUR AGREEMENT

between

McGill University, Montreal, Quebec,
(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. RECOGNITION

The Union and the Company recognize that under the provisions of the Labour Relations Act of the Province of Quebec (R.S.Q. ch. 162A), and within the limits fixed by said law, they hold the necessary power to negotiate and enter into a collective labour agreement.

2. PURPOSE

It is the purpose of said agreement to maintain a harmonious relationship between the Company and its steam plant employees (herein designated as the employees, but excluding the Chief Operating Engineman) to provide an amicable method of settling any difference which may arise between them, and to set forth the conditions of employment to be observed between the Company and the Union.

3. UNION COMMITTEE

The Union shall notify the Company of the name of a shop-steward, appointed by the employees of the steam power plant, to discuss with the Company any matters or grievances arising out of the operation of this agreement. If the shop-steward is required to leave his job in performance of his duty for the Union, he must first obtain permission from the Chief Engineman.

4. GRIEVANCE PROCEDURE

Should any dispute arise between the Company and the Union as to the meaning and application of the provisions of this agreement, 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 with the least possible delay such dispute or trouble in respect of which the following grievance machinery is set up:

FIRST: The employees concerned, accompanied by the shop-steward, will take the matter directly to the Assistant Chief Engineman, or in his absence, to the Chief Engineman. Should they fail to agree, the shop-steward will give written notification to the Assistant Superintendent.

- SECOND: If a settlement is not reached within seven (7) ^{working} days from the date that the shop-steward gives written notification of a reported grievance the matter may be taken to the Assistant Superintendent Himself.
- THIRD: If a settlement is not reached within the time limit set up in the second paragraph of section 4, an additional seven (7) working days will be allowed, so that the matter may be discussed by the shop-steward accompanied by a representative of the Union, with the Superintendent.
- FOURTH: In the event the dispute is not settled in this matter, an arbitration board shall be set up, in accordance with the provisions of the Trade Act. The findings of this Board shall be final and binding on both parties.

5. UNION RECOGNITION

All employees who are members of the Union shall as a condition of their continued employment, remain members during the term of this agreement. The Union shall be given the first opportunity of supplying all new employees. However the Union recognizes the right of the Company to reject candidates put forward by the Union for cause, and proceed to fill the vacancy through the medium of advertising or other means.

6. WORKING CONDITIONS

In accordance with the laws of Quebec, this plant shall be designated as a first class power plant.

1. - A - With a first class engineman in sole charge, as Chief Engineman.
 - B - Shift engineman in charge of each shift shall be deemed to be holders of second class enginemen's certificates.
 - C - Boiler room fireman shall be deemed to be holders of fourth class enginemen's certificates.
2. - A - The regular work day shall be of eight (8) duration.
 - B - The regular work week shall on the average be forty-eight (48) hours, excepting the trimmers whose work week shall be fifty-six (56) hours, in the winter, and forty-eight (48) in the summer.
 - C - Time and one-half shall be paid for all work performed in excess of eight (8) hours per day, as well as all work performed on an employee's day off.

7. RATES OF PAY:

1. - Permanent staff: 2nd class Shift Engineman \$1.45
3rd class Relief Engineman \$1.35
4th class Engineman \$1.15
Trimmers or helpers \$1.00
2. - Additions or replacements of 6 months probationary period. It is to be understood that the probationary period may be cut down at the discretion of the Chief Engineman, but shall never be less than one month:

2nd class Relief Shift Engineman \$1.40
3rd class Engineman \$1.30
4th class Engineman \$1.10
Trimmers or helpers \$1.00
3. - Assistant to the Chief Engineman: five cents (5¢) per hour above the rate of the shift engineman.
4. - Double time rates shall be paid on all statutory holidays, if worked, when the University closes on these days. Single time rates shall be paid when not worked.
5. - The statutory holidays, when the University closes on these days, shall be as follows:
New Year's Day
Good Friday
May 24th
Queen's Birthday
Dominion Day
Labour Day
Thanksgiving Day
Christmas Day
Armistice Day

8. BENEFITS

All benefits presently enjoyed, as well as all future benefits to employees in general, shall continue to apply to all employees covered by this Agreement, except wage and salary increases, however, no benefits, including sick time, will be applicable to personnel who form additions or replacements during their probationary period.

9. SICKNESS

A. - No employee shall be paid sick time, unless he is off three (3) or more days, and has a doctor's certificate to prove the extent of his illness, supported by the University Medical Officer's recommendation, if the Company so desires.

B. - Should an employee's illness extend beyond three days, the University agrees to pay full sick time for a period not exceeding 14 days during each year

that this agreement is in force, non-accumulative.

C. - Should the illness of an employee, with a minimum of two (2) years' service, including the probationary period, extend beyond 14 days, the Assistant Superintendent will be prepared to submit the Chief Engineman's recommendation for relief on compassionate grounds, to the Administration.

D. - Loss of time due to accidents of a non-occupational character is not to be deemed "sick time".

E. - Industrial Accident Policy All personnel of the power house shall be covered by the same industrial accident policy as presently enjoyed by maintenance employees.

10. DISMISSAL

Nothing in this agreement shall be deemed to restrict or interfere with the right of the Company to discharge any employee for incompetency, neglect of duties or other good and sufficient cause, but the Company agrees that if the Union considers that any employee has been unjustly dismissed from the Company's service, it will consider any representation made to it, in accordance with the grievance procedure set forth in article 4 of this agreement, if the matter is taken up within two (2) working days from the employee's discharge. Otherwise the question of the discharge shall not be open to review. If, upon investigation, the Company agrees that the discharge of the employee was not justified, he shall be re-instated in service without loss of pay.

11. STRIKE AND LOCKOUTS

During the term of this agreement and in consideration of the relations established by it, it is agreed that neither the Union nor its representative nor any member of it shall cause, sanction, authorize or take part in any strike, either partial or complete, interfering with or causing interruption of services, nor shall the Company cause or practise any lockout.

12. DURATION OF AGREEMENT

This agreement is in force from the date of its signature and shall remain in force, until May 31, 1953. It shall then continue in force unless either party gives notice by writing to the other party, within a delay, which delay 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. In the latter case, the next agreement shall date from the ending of the present agreement.

13. NOTICE

Any notice required to be sent, to the Company shall be effectively given when mailed by registered mail to:

McGill University
Dept. of Building & Grounds
3351 Carlton Road,
Attention of Superintendent,

any such notice required to be given to the Union shall be effectively given when mailed by registered mail to:

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

IN WITNESS whereof the parties have signed this agreement at the City of Montreal, under effective date of October 15th in the year One Thousands Nine Hundred and Fifty two. (1952).

P.S: Wages as mentioned on paragraph one and two of Article seven, shall be retroactive to December 1st, 1951.

Mc GILL UNIVERSITY

NATIONAL UNION OF OPERATING ENGINEERS
OF CANADA

N. C. Deprés.
DEPT. BLDGS & GROUNDS
McGILL UNIVERSITY

Fred. Y. Bailey.

W. Deirne.

P. S. Desjardins

F. Eley

MEMORANDUM OF COLLECTIVE LABOUR AGREEMENT.

between

McGill University, Montreal Quebec.
(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. RECOGNITION.

The Union and the Company recognize that under the provisions of the Labour Relations Act of the Province of Quebec (R.S.Q. Ch. 162A.) and within the limits fixed by said law, they hold, the necessary power to negotiate and enter into a collective labour agreement.-

2. PURPOSE.

It is the purpose of said agreement to maintain a harmonious relationship between the Company and its steam plant employees herein designated as the employees but excluding the Chief Operating Engineman.) to provide an amicable method of settling any difference which may arise between them, and to set forth the conditions of employment to be observed between the Company and the Union.

3. UNION COMMITTEE.

The Union shall notify the Company of the name of a shop steward, appointed by the employees of the steam power plant, to discuss with the Company any matters or grievances arising out of the operation of this agreement. If the shop steward is required to leave his job in performance of his duty for the Union, he must first obtain permission from the Chief Engineman.

4. GRIEVANCE PROCEDURE.

Should any dispute arise between the Company and the Union as to the meaning and application of the provisions of this agreement, 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 with the least possible delay such dispute or trouble in respect of which the following grievance machinery is set up.

FIRST: The employees concerned, accompanied by the shop steward, will take the matter directly to the Assistant Chief Engineman, or in his absence, to the Chief Engineman. Should they fail to agree, the shop steward will give written notification to the Assistant Superintendent.

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SECOND: if a settlement is not reached within 7 (seven) working days from

the date that the shop steward gives written notification of a reported grievance, the matter may be taken to the Assistant Superintendent himself.

THIRD: If a settlement is not reached within the time limit set up in the second paragraph of section 4, an additional 7 (seven)^{working} days will be allowed, so that the matter may be discussed by the shopsteward accompanied by a representative of the Union, with the Superintendent.

FOURTH: In the event the dispute is not settled in this matter, an arbitration board shall be set up, in accordance with the provisions of the Trade Act. The findings of this Board be final and binding on both parties.

5.- UNION RECOGNITION

All employees who are members of the Union shall as a condition of their continued employment, remain members during the term of this agreement. The Union shall be given the first opportunity of supplying all new employees. However, the Union recognizes the right of the Company to reject candidates put forward by the Union for cause, and proceed to fill the vacancy through the medium of advertizing of other means.

6. WORKING CONDITIONS.

In accordance with the laws of Quebec, this plant shall be designated as a first class power plant.

- 1.- A With a first class engineman in sole charge, as Chief Engineman.
 - b. Shift engineman in charge of each shift shall be deemed to be holders of second class enginemen's certificates.
 - C. Boiler room fireman shall be deemed to be holders of fourth class enginemen's certificates.
- 2.- A.- The regular work day shall be of eight (8) hours duration.
 - B.- The regular work week shall on the average be forty-eight (48) hours, excepting the trimmers whose work week shall be fifty-six (56) hours in the winter, and forty-eight (48) in the summer.-
 - c.- Time and one-half shall be paid for all work performed in excess of eight (8) hours per day, as well as all work performed on an employee's day off.-

7. RATES OF PAY.

1 Permanent staff:	2nd class Shift Engineman	\$1.30 per hour
	3rd class Relief Engineman	1.20 " "
	4th class Engineman	1.00 " "
	Trimmers or helpers	.85 " "

2. Additions or replacements of 6 months probationary period. It is to be understood that the probationary period may be cut down at the discretion of the Chief Engineman, but shall never be less than one month.-

	2nd class Shift Engineman	\$ 1.25 per hour
	3rd class Relief Engineman	1.15 " "
	4th class Engineman	.95 " "
	Trimmers or helpers.	.85 " "

3. Assistant to the Chief Engineman: five cents (5¢) per hour above the rate of the shift engineman.

4. Double time rates shall be paid on all statutory holidays, if worked, when the University closes on these days. Single time rates shall be paid when not worked.-

5. The statutory holidays, when the University closes on these days, shall be as follows:

New Year's Day
Good Friday
May 24th
King's Birthday
Dominion Day
Labour Day
Thanksgiving Day
Christmas Day
Armistice Day

8. BENEFITS.

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9. SICKNESS.

- A. No employee shall be paid sick time, unless he is off three (3) or more days and has a doctor's certificate to prove the extent of his illness supported by the University Medical Officer's recommendation, if the Company so desires.-
- B. Should an employee's illness extend beyond three days, the University agrees to pay full sick time for a period not exceeding 14 days during each year that this agreement is in force, non-accumulative.-

- C. Should the illness of an employee, with a minimum of 2 years' service including the probationary period, extend beyond 14 days, the Assistant Superintendent or Superintendent will be prepared to submit the Chief Engineman's recommendation for relief on compassionate grounds, to the Administration.
- D. Loss of time due to accidents of a non-occupational character is not to be deemed sick time "
- e. Industrial Accident Policy. All personnel of the power house shall be covered by the same industrial accident policy as presently employed by maintenance employees.-

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12. DURATION OF AGREEMENT.

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13 NOTICE.

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McGill University
Dept of Buildings & Grounds
3551 Carleton Road
Attention of Superintendant.

and such notices required to be given to the Union shall be effectively given when mailed by registered mail to:-

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 26th June 1950 in the year
One Thousand Nine Hundred and Fifty (1950)

McGill University.

Witness B. A. Edwards.

L. - Dobell.

William Bentley.

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA

P. Dessureault.

unreadable signature
Dept. Bldgs & Grounds
McGill University.

F. Eley.

Witness.

C. Wallace.

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MEMORANDUM OF COLLECTIVE LABOUR AGREEMENT

Between

McGill University, Montreal, Quebec,

(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. RECOGNITION:

The Union and the Company recognize that under the provisions of the Labour Relations Act of the Province of Quebec (R.S.Q. Ch. 162A). and within the limits fixed by said law, they hold the necessary power to negotiate and enter into a collective Labour Agreement.

2. PURPOSE:

It is the purpose of said agreement to maintain a harmonious relationship between the Company and its steam plant employees (herein designated as the employees, but excluding the Chief Operating Engineman) to provide an amicable method of settling any difference which may arise between them and to set forth the conditions of employment to be observed between the Company and the Union.

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FIRST: The employee concerned, accompanied by the shop-steward, will take the matter directly to the Assistant Chief Engineman, or, in his absence, to the Chief Engineman.

Should they fail to agree, the shop-steward will give written notification to the Assistant Superintendent.

(See page 2, s.v.p.)

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SECOND: If a settlement is not reached within 7 (seven) working days from the date that the stop-steward gives written notification of a reported grievance, the matter may be taken to the Assistant Superintendent, or to the Superintendent himself.

THIRD: If a settlement is not reached within the time limit set up in the second paragraph of section 4, an additional 7 (seven) working days will be allowed, so that the matter may be discussed by the Shop-steward, accompanied by a representative of the Union, with the Superintendent.

FOURTH: In the event the dispute is not settled in this matter, an arbitration board shall be set up, in accordance with the provisions of the Trade Dispute Act. The findings of this board shall be final and binding on both parties.

5. UNION RECOGNITION:

All employees who are members of the Union shall as a condition of their continued employment remain members during the term of the agreement. The Union shall be given the first opportunity of supplying all new employees. However, the Union recognizes the right of the Company to reject candidates put forward by the Union for cause, and proceed to fill the vacancy through the medium of advertising, or other means.

6. WORKING CONDITIONS:

In accordance with the laws of Quebec this plant shall be designated as a first class power plant.

1. A. With a first class engineman in sole charge, as Chief Engineman.

B. Shift enginemen in charge of each shift shall be deemed to be holders of second class enginemen's certificates.

C. Boiler room firemen shall be deemed to be holders of fourth class enginemen's certificates.

2. A. The regular work day shall be of (8) eight hours duration.

The regular work week shall on the average be (48) forty-eight hours, excepting that of the trimmers whose work week shall be (58) fifty-six hours in the winter and forty-eight in the summer.

B. Time and one-half shall be paid for all work performed in excess of eight hours per day as well as all work performed on an employee's day off.

7. RATES OF PAY:

Permanent Staff	2nd class Shift Enginemen,	\$1.25 per hour.
	3rd class Relief Enginemen,	\$1.15 per hour.
	4th class Enginemen,	\$0.95 per hour.
	Trimmers or Helpers,	\$0.80 per hour.

Additions or replacements of 6 month probationary period.	2nd class Shift Enginemen,	\$1.20 per hour.
	3rd class Relief Enginemen,	\$1.10 per hour.
	4th class Enginemen.	\$0.90 per hour.
	Trimmers or Helpers.	\$0.80 per hour.

A. Assistant to the Chief Engineman (5¢) five cents per hour above the rates of the shift engineman.

B. Double time rates shall be paid on all statutory holidays, if worked, when the University closes on these days. Single time rates shall be paid when not worked.

C. The statutory holidays, when the University closes on these days, shall be as follows:

New Year's Day,
Good Friday,
May 24th,
King's Birthday,
Dominion Day,
Labour Day,
Thanksgiving Day,
Armistice Day, and
Christmas Day.

8. BENEFITS:

All benefits presently enjoyed, as well as all future benefits to employees in general, shall continue to apply to all employees covered by this Agreement, except wage and salary increases; however, no benefits, including sick time, will be applicable to personnel who form additions or replacements during their probationary period.

9. SICKNESS:

A. No employee shall be paid sick time, unless he is off 3 or more days, and has a doctor's certificate to prove the extent of his illness, supported by the University Medical Officer's recommendation, if the Company so desires.

B. Should an employee's illness extend beyond 3 days, the University agrees to pay full sick time for a period not exceeding 14 days during each year that this agreement is in force, non-accumulative.

C. Should the illness of an employee, with a minimum of 5 years' service, including the 6 months' probationary period, extend beyond 14 days, the Assistant Superintendent or Superintendent will be prepared to submit the Chief Engineman's recommendation for relief on compassionate grounds, to Administration.

D. Loss of time due to accidents of a non-occupational character is not to be deemed "sick time".

10. Nothing in this agreement shall be deemed to restrict or interfere with the right of the Company to discharge any employee for incompetency, neglect of duties or other good and sufficient cause, but the Company agrees that if the Union considers that any employee has been unjustly dismissed from the Company's service it will consider

(See page 4, s.v.p.)

(Continued)

any representation made to it, in accordance with the grievance procedure set forth in Article 4 of this agreement if the matter is taken up within (2) two working days from the employee's discharge. Otherwise the question of the discharge shall not be open to review. If upon investigation, the company agrees that the discharge of the employee was not justified, he shall be re-instated in service without loss of pay.

11. STRIKE AND LOCKOUTS:

During the term of this Agreement and in consideration of the relations established by it, it is agreed that neither the Union nor its representative, nor any member of it shall cause, sanction, authorise or take part in any strike, either partial or complete, interfering with or causing interruption of services, nor shall the Company cause or practise any lockout.

12. DURATION OF AGREEMENT:

This agreement is in force for 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. In the latter case the next Agreement shall date from the ending ~~the~~ the present agreement.

13. NOTICE:

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

McGill University,
Dept. of Buildings & Grounds,
3551 Carleton Road,
Attention of Superintendent.

and such notices required to be given to the Union shall be effectively given when mailed by registered mail to:

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

IT WITNESS whereof the parties have signed this agreement at the
City of Montreal under effective date of Decembre 1st 1948 .
in the year One Thousand Nine Hundred and Forty-eight (1948.

McGill University

L. DOBELL

WITNESS: B.A. EDWARDS

Wm. BENTLEY

NATIONAL UNION OF OPERATING
ENGINEERS OF CANADA.

T. PREZEAU

W. MUNRO.

WITNESS:

Dept. Bldgs & Grounds
McGill University.

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