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**NORTHERN ELECTRIC
EMPLOYEE
ASSOCIATION**



**ISSUE No. 2
with Amendments**

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BY - LAWS
OF
NORTHERN ELECTRIC
EMPLOYEE ASSOCIATION

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1—INTRODUCTION

"The Northern Electric Employee Association" is the association of hourly rated employees of the Northern Electric Company, Limited, organized for the purpose of electing, by secret ballot, Representatives for the purpose of collectively dealing and contracting with the Northern Electric Company, Limited, on wages, hours of work and other working conditions, and all matters involved in employer-employee relations. The "Elected Representatives" shall function through Councils as hereinafter provided.

All Hourly Rated Employees except supervisors, upon payment of one dollar annually at such time as fixed by the General Council, are eligible to membership in the Association.

Failure to pay the above membership fee for a period not exceeding three months from the time fixed shall automatically entail forfeiture of the right of membership in the Association.

II—PURPOSE AND SCOPE

1. Employee Councils shall be formed as required to provide adequate representation of employees, other than officials of the Company, salaried employees, and supervisors. The Employee Councils shall consist of groups of employee Representatives elected by the employees for the purpose of discussing conditions and regulations in these Councils and with Management and to co-operate with the Company in dealing fairly with its employees. "Elected Representatives" shall be authorized to act on behalf of the employees, whom they represent.

2. Questions which affect only one district in any Company Division, but do not affect other districts, will be discussed by the members of the District Council with the Division Manager, his delegate or delegates.

These discussions may take place as requested by either the "Elected Representatives" or the Division Manager, his delegate or delegates.

3. Questions which generally affect more than one district in a Company Division but do not affect other Company Divisions, will be discussed by the Division Council with the Division Manager, his delegate or delegates.

These discussions may take place as requested by either the Chairman of the Division Council, the Division Manager, his delegate or delegates.

4. Questions of a general nature and which are applicable to more than one Division will be discussed by the General Council, and where necessary by the General Council with Management.

5. District Councils and Division Councils shall not exercise any administrative or executive functions; such functions shall be exercised by the General Council only.

The General Council only shall have power to enter into Collective Labour or written Agreements with the Company or Management.

III—PERSONNEL

1. "Elected Representatives" are representatives elected by the employees as the representative for a voting district.

2. "Group Representatives" are representatives elected by the employees to act as assistants to "Elected Representatives" in each voting district. One Group Representative shall be elected for each group consisting of approximately 100 employees.

3. "Council Secretaries" are eligible voters who will act as Secretaries at District and Division Meetings and shall be selected by the Chairman of each Council. The duties of these Secretaries shall consist of recording and transcribing the minutes of Meetings for each Council.

IV—EMPLOYEE COUNCILS

1. **District Councils** — District Councils will function only in Company Divisions having more than one voting district.

A District Council shall be composed of the "Elected Representative" for a voting district and the "Group Representatives" in the same voting district. The "Elected Representative" shall act as Chairman.

2. **Division Councils** — A Division Council shall be composed of the "Elected Representatives" for all voting districts in a Company Division and the "Group Repre-

representatives" for the same voting districts. One of the "Elected Representatives" shall be elected by the Division Council as Chairman.

3. **General Council** — The General Council shall be composed of the "Elected Representatives" in all Districts of all Company Divisions to the number of nine, and they shall be Directors of the Association.

The Officers of the General Council shall be:

President,
Vice-President,
Secretary-Treasurer.

V—BASIS OF REPRESENTATION

1. To provide suitable and adequate representation, voting districts not exceeding nine shall be established as required.

2. The General Council shall establish the number of voting districts, not exceeding nine, and the Employee Groups to be included in each district.

3. Each, voting district and each group shall, insofar as practicable, be made up of groups of employees having a community of interest.

4. The General Council may adjust the voting district whenever it ceases to provide a fair and complete representation. Change in number or distribution of employees occurring between regular election dates shall not necessitate any adjustment of voting districts and groups prior to the next regular election, unless otherwise determined by the General Council.

5. Every two years the eligible employees in each voting district shall elect from their own number, one "Elected Representative"

to the General Council and a "Group Representative" for each Group in the District. In order to maintain continuity of experience among the "Elected Representatives" and "Group Representatives" on the Council, elections shall be held for one-half the voting groups and districts one year and for the other half during the succeeding year; each half holding elections in alternate years. The term of office for "Elected and Group Representatives" shall be determined as outlined in Art. XII.

VI—QUALIFICATIONS OF ELECTED REPRESENTATIVES AND GROUP REPRESENTATIVES

1. Any employee, twenty-one (21) years of age or over, who, on the date of nomination has been in the continuous employ of the Company for two (2) years or more since the date of last employment and who has been a member in good standing of the Association for at least one (1) year and at the time of nomination is a member in good standing of the Association, shall be eligible to nomination and election as a Representative from the voting group and district of which he is a member.

VII—QUALIFICATIONS FOR VOTING FOR REPRESENTATIVES

Any member of the Association in good standing shall be eligible to vote for nominations and representatives.

VIII—ELECTION COMMITTEES

1. At least fourteen days prior to the annual nominations for "Elected Representatives" and seven days prior to the Group Election date, the District Council concern-

ed, or the Division Council where there is no District Council, shall appoint an adequate number of employees in each voting district or group to serve as Election Committees.

2. The Election Committees shall be responsible to the General Council and shall serve in connection with the Nominations and the Elections held following its appointment, except that any committee member who wishes to run for the office of either Elected or Group Representative shall withdraw from the Election Committee and another eligible employee of the voting district shall be selected by the District Council or by the Division Council where there is no District Council to fill the vacancy.

3. The duties and responsibilities of Election Committees in each voting district are as follows:

(a) Post notices of Nominations and Elections.

(b) At least seven days prior to the date of Nominations of "Elected Representatives", and seven days prior to the Election of "Group Representatives", prepare and post lists of eligible voters in each voting district or group, such lists to indicate the employees eligible to hold office.

(c) Prepare "Nomination Ballots", "Election Ballots" and all necessary instructions to voters.

(d) Make necessary arrangements for polling places and the placing of the ballot boxes.

(e) Supervise the elections, taking all necessary precautions to insure that ballots are secret and are cast only by employees eligible to vote in the district or group.

(f) Immediately after the Nominations of "Elected Representatives", the members of each Election Committee for each voting district shall together count, record and post on the Bulletin Boards the number of votes cast for each employee, beginning with the one receiving the highest number and continuing in that order to the one receiving the lowest number, and have the ballots sealed and safeguarded for thirty days following the Nominations. At least seven days before the Election of "Elected Representative" the Committee shall certify to the nomination of two candidates for each voting district concerned and post their names. The candidates so certified shall be those who received the highest number of votes.

(g) Immediately after the Election of "Elected Representatives" or "Group Representatives", the members of each Election Committee for each voting district or group shall together count, record and post the number of votes cast for each Candidate, and have the ballots sealed and safeguarded for thirty days following the Elections. The Election Committees shall certify to the election of Representatives.

4. The procedure to be followed in Special Elections authorized in the By-Laws shall in general be the same as the procedure herein outlined.

5. The Election Committee shall decide all questions in connection with any election but shall be governed by the provisions of these By-Laws.

IX--NOMINATIONS OF ELECTED REPRESENTATIVES

1. Nominations shall be made annually, except in the year 1944, on the second Wednesday in November unless that day coincides with a holiday or shut-down of operations, in which case the nominations shall be made on the next regular working day.

2. At least seven days prior to the date of the Nominations, lists of employees eligible to vote, indicating those eligible to serve as representatives, shall be posted in each voting district.

3. Nominations shall be by secret ballot and so conducted as to avoid any influence or interference with voters, to prevent any fraud in the casting or counting of ballots or otherwise, and to afford all qualified employees an opportunity to vote.

4. On the day of the Nominations each qualified voter shall be given a ballot on which he shall clearly print, or cause to be printed, the name of the eligible employee, whom he desires to represent his district. He shall then personally deposit his ballot in a box provided for that purpose.

5. If, on any ballot the name of more than one employee is designated for nomination, the ballot shall be void.

6. From amongst those employees eligible for nomination, the two in each district receiving the highest number of votes shall be nominated candidates for Election.

7. If a Nominee, for any reason withdraws and does not wish to submit his name

for election, then the Nominee receiving the next highest number of votes shall be nominated.

8. Charges of fraud or unfairness in any Nomination Election must be filled in writing the General Council within two weeks after the Election, and if investigation by the General Council shows that the irregularities complained of were such as to affect the outcome of the Nomination Election, a new Nomination Election may be ordered by the General Council for the voting district concerned.

X—ELECTIONS OF ELECTED REPRESENTATIVES

1. Elections shall be held annually on a date two weeks after the Nominations unless that day coincides with a holiday or shut-down of operations, in which case the Elections shall be held on the next regular working day.

2. At least seven days before the Election the names of Candidates nominated shall be posted in the voting districts concerned.

3. The Elections shall be by secret ballot and so conducted as to avoid any influence or interference with the voters, to prevent any fraud in the casting or counting of ballots, or otherwise, and to afford all members of the Association an opportunity to vote.

4. On the day of the Elections each qualified voter shall be given a ballot on which shall be printed the names of the candidates in his district. He shall indicate his preference by marking an "X" opposite the

name of the candidate of his choice. He shall then personally deposit the ballot in a box provided for that purpose.

5. If on any ballot more than one candidate is voted for, the ballot shall be void.

6. The candidate receiving the highest number of votes shall be the "Elected Representative" of his voting district.

7. Charges of fraud or unfairness in any Election must be filed in writing with the General Council within two weeks after the Election, and if investigation by the General Council shows that the irregularities complained of were such as to affect the outcome of the Election, a new Election may be ordered by the General Council for the voting district concerned.

XI—ELECTION OF GROUP REPRESENTATIVES

1. Election of "Group Representatives" shall be held on the Monday of the second week following the Elections for "Elected Representatives" unless that day coincides with a holiday or shut-down of operations, in which case the Elections shall be held on the next regular working day.

2. At least seven days prior to the date of the Election for "Group Representatives", lists of members of the Association eligible to vote, indicating those eligible to serve as "Group Representatives" shall be posted in each group location.

3. Groups in each voting district shall be numbered for identification purposes, example, District 2, Group 3.

4. Elections shall be by secret ballot and so conducted as to avoid any influence or interference with voters, to prevent any fraud in the casting or counting of ballots or otherwise, and to afford all members of the Association an opportunity to vote.

5. On the day of the Election for "Group Representatives", each qualified voter shall be given a ballot on which he shall clearly print, or cause to be printed, the name of the member whom he desires to represent his group. He shall then personally deposit his ballot in a box provided for that purpose.

6. If on any ballot the name of more than one employee is voted for, the ballot shall be void.

7. The employee receiving the highest number of votes shall be the "Group Representative" of his voting group. The employee receiving the next highest number of votes shall be the substitute for the Group Representative.

8. Charges of fraud or unfairness in any Election must be filed in writing with the General Council within two weeks after the Election, and if investigation by the General Council shows that the irregularities complained of were such as to affect the outcome of the Election, a new Election may be ordered by the General Council for the voting group concerned.

.XII—TERM OF OFFICE AND VACANCIES

Elected and Group Representatives:

(a) Subject to sections (b), and (c) and (d) hereof, "Elected Representatives" and "Group Representatives" shall hold office

for a term of two years from their election and thereafter until their successors are duly elected.

"Elected Representatives" and "Group Representatives" shall be eligible for re-election.

(b) If an "Elected Representative" or "Group Representative" or "Group Substitute" leaves the service of the Company, or is absent from more than three consecutive meetings of any Council which he should attend, without such absence being excused by that body, or is appointed to a position which would have rendered him ineligible under Article VI for election as representative, or is transferred out of the District or Group or ceases to act as Representative, he shall immediately and automatically cease to hold office.

(c) An "Elected Representative" or "Group Representative" or "Group Substitute" may be recalled from office at any time upon submission of a petition signed by a majority of the voters in his district or group.

(d) In order to provide continuity of experience among "Elected Representatives" and "Group Representatives" one-half of the representatives elected in 1945 shall hold office for one year and the other half shall hold office for two years, as determined by lot at the first meeting of the General Council.

(e) Where the "Elected Representatives" is unable temporarily to fulfill his duties, the "Group Representative", in the same District who has the longest continuous service with

the Company will substitute for the "Elected Representative" in addition to carrying out his duties as "Group Representative". In the event of "Group Representatives" being tied in length of continuous service, the choice shall be determined by means of a draw by the "Elected Representatives". Should a permanent vacancy occur in the office of "Elected Representative", the vacancy will be filled by means of a By-Election.

(f) "Group Representatives" will be eligible for nomination in any election or By-Election for "Elected Representative". A "Group Representative" who is elected as the "Elected Representative" shall resign as "Group Representative".

(g) In the event that for any reason a "Group Representative" or Substitute ceases to act or becomes ineligible to act as such — see section (b) — the General Council shall, at its discretion, fill the office by appointing the employee who received the next highest number of votes.

(h) Should a vacancy occur where there is no substitute or runner-up, a new "Group Representative" and Substitute shall be elected by a By-Election to serve for the balance of the term.

XIII—MEETINGS

1. During the first week after election in each year, each District, Division and General Council shall meet individually for the purpose of organization and election of officers where necessary.

2. District Councils shall meet at the call of the Chairman as required, or at the request of one-third of the members.

3. Division Councils shall meet at regular intervals at the call of the Chairman. Special Meetings will be called at the request of the Chairman, or one-third of the members.

4. The General Council shall meet at regular intervals at the call of the Chairman. Special Meetings of the General Council will be called at the request of the Chairman or one-third of the "Elected Representatives".

5. Any Representative may present, for consideration or investigation by a Council, any matter of interest coming within the scope and purpose of these By-Laws, but matters affecting one or more employees, and susceptible of adjustments between them and their immediate superiors, shall not be presented in the Council unless and until efforts shall have been made to effect such adjustments under the provisions of Article XIV, Paragraph 1.

6. Two-thirds of the Representatives shall constitute a quorum and no business shall be transacted at any meeting unless a quorum is present.

7. A Council may appoint such committees as it deems necessary for the efficient conduct of its business, and shall designate the Chairman of each such committee. Any Company Employee who is eligible to vote may be an appointee on such committees.

8. The Secretary of each Council shall keep full and accurate records of the attendance at and the proceedings of all meetings and those records shall be open to inspection by any representative of such Council and shall be approved during the

meeting or at the latest at the following meeting.

9. Quarterly meetings of the Association shall be held on the second Wednesday in the months of November, February, May and August in each year. Twenty (20) members in good standing shall form a quorum for a quarterly or Special General Meeting of the Association.

10. The Officers, Chairmen of the Division Councils and Chairmen of the District Councils shall submit a report of their activities to the members at least once a year.

XIV—PROCEDURE

1. Any matter, which in the opinion of an employee, is worthy of consideration or requires adjustment, shall first be taken up by the employee with the foreman concerned, or if the employee so desires, he may request his "Elected Representative" to accompany him. In cases where the employee discusses the question alone with the foreman and no satisfactory conclusion is reached, the matter shall be presented to the foreman jointly by the employee and his "Elected Representative". If, after following the above procedure, satisfactory adjustment has not been obtained, the matter shall be presented by the employee and his "Elected Representative" jointly to the Superintendent of the Employees' Department.

Failing satisfactory adjustment by the Departmental Superintendent, the "Elected Representative" shall place the matter before the District Council or the Division Council where no District Council exists.

An installation employee, when unable to obtain personal contact with his "Elected

Representative", shall, after taking matter up with his foreman, submit question in writing to the "Elected Representative". The "Elected Representative" will take up the question with the Division Superintendent, and failing a satisfactory adjustment by the Division Superintendent, the "Elected Representative" shall place the matter before the General Council.

2. Matters which are not satisfactorily adjusted through the procedure outlined above shall be reported to the General Council for action. In order that complete details may be obtained on any matter under consideration, a Council may call any employee represented by the General Council before it to give information, or may appoint a special committee of investigation.

3. Any questions arising at a meeting of any Council shall be decided by a majority vote. In the event of a tie vote the Chairman shall cast the deciding vote.

4. "Elected Representatives" may intercede on behalf of their constituents at any time on matters which, in their opinion may affect the employees either as an individual or as a group regardless of whether their action is taken as a result of a complaint by an individual or a group or as a result of personal observation.

XV—AMENDMENTS

These By-Laws may be amended by the General Council subject to ratification by a Quarterly or Special General Meeting of the Members of the Association.

**L'ASSOCIATION
DES
EMPLOYÉS DE LA
NORTHERN ELECTRIC**



EDITION No. 2
avec ses amendements **Février 1945**

STATUTS

de
L'ASSOCIATION DES EMPLOYES
de la
COMPAGNIE NORTHERN
ELECTRIC

1933

I—INTRODUCTION

L'association des employés de la compagnie Northern Electric, est l'association des employés de la compagnie précitée, qui travaillent au temps (à l'heure), fondée dans le but d'élire, au moyen du vote secret, des représentants qui ont pour mission de traiter avec cette dite compagnie, au nom de la collectivité que représentent ces dits employés, au sujet des salaires, des heures et des conditions de travail et de toutes les relations qui existent entre employeur et employé.

Ces représentants exerceront leurs fonctions au moyen de conseils ci-après définis et tel que stipulés ci-après.

Tous les employés qui travaillent au temps (à l'heure) — les contremaitres exceptés — sur versement d'un dollar, cotisation annuelle, dont la date de paiement est déterminée par le conseil général, pourront devenir membre de cette dite association.

Le défaut de paiement de cette dite cotisation dans les trois mois qui suivent la date du paiement, entraîne la perte de tous les droits et prérogatives que confère l'association, et ce, d'une manière automatique.

II—BUTS ET FINS

1. Les conseils d'employés seront institués afin de donner aux employés, — autres que les dirigeants, les contremaitres et les employés à salaire permanent de la compagnie—une représentation suffisante et raisonnable. Les conseils d'employés se composeront de groupes de représentants élus par les employés (Chefs de districts) aux fins de discuter des conditions générales et des règlements, soit entre eux seuls, soit avec le bureau de direction de la compagnie et coopérer avec la compagnie pour rendre justice aux employés.

Les chefs de district (Elected Representatives) seront autorisés d'agir au nom des employés qu'ils représentent.

2. Les questions qui ne concernent qu'un district dans une division, quelle qu'elle soit, et qui n'intéressent pas les autres districts proprement dits, seront discutées par les membres du conseil de district et par le bureau de direction de la division, assisté de son ou ses délégués.

Ces discussions se tiendront soit sur la demande des chefs de districts, soit sur la demande du bureau de direction de la division, avec son ou ses délégués.

3. Les questions qui ordinairement concernent plus d'un district dans une division de la compagnie, mais qui n'intéressent pas d'autres divisions de cette dite compagnie, seront discutées par le conseil de division et par le bureau de direction de la division, avec son ou ses délégués.

Ces discussions se tiendront, soit sur la demande du président du conseil de la division, soit sur la demande du bureau de direction de la division, avec son ou ses délégués.

4. Les questions d'intérêt général et qui touchent plus d'une division seront entreprises et discutées par le conseil général, et si nécessaire, assisté du bureau de direction.

5. Les conseils de districts et les conseils de divisions n'exerceront aucune fonction administrative ou exécutive; de telles fonctions ne seront exercées que par le conseil général.

Seul, le conseil général pourra, de quelque manière que ce soit, entrer en contact avec la compagnie ou le bureau de direction, au sujet de contrat collectif de travail ou d'accord quelconque.

III—PERSONNEL

1. Les chefs de districts (Elected Representatives) sont élus par les employés pour représenter un district électoral.

2. Les chefs de groupes (Group Representatives) sont élus par les employés pour assister les chefs de districts dans chaque district électoral.

Un chef de groupe représentera un nombre d'à peu près cent employés.

3. Les secrétaires de conseils des ayant droit de vote, qui rempliront les fonctions de secrétaire dans les réunions de conseils de districts et de divisions seront choisis par le président de chaque conseil. Les fonctions de ces dits secrétaires seront de tenir des comptes-rendus des délibérations et d'écrire les minutes des assemblées de chaque conseil.

IV—CONSEILS DES EMPLOYES

1. **Conseils de districts:** Les conseils de districts exerceront leurs fonctions seulement dans les divisions qui ont plus d'un district électoral.

Un conseil de district se composera du chef de district d'un district électoral et des chefs de groupes du district susdit. Le chef de district agira comme président.

2. **Conseils de divisions:** Les conseils de divisions se composeront des chefs de districts de tous les districts électoraux d'une division et des chefs de groupes des districts susdits. Un des chefs de districts sera élu président par le conseil de division.

3. **Conseil général:** Le conseil général se composera des chefs de districts de tous les districts électoraux des neuf divisions et ils seront les directeurs de l'association.

Les directeurs du conseil général seront:

- le président
- le vice-président
- le secrétaire-trésorier.

V—BASE DE LA REPRESENTATION

1. Afin d'assurer une représentation convenable et raisonnable, les districts électoraux qui ne seront jamais plus de neuf, seront institués tel que demandé.

2. Le conseil général fixera le nombre des districts électoraux, qui ne seront jamais plus de neuf, et le dit conseil général déterminera le groupe des employés qui fera corps avec chacun des districts.

3. Chaque district et groupe électoral devra — autant que faire ce peut — être composé d'employés qui ont des intérêts semblables et communs.

4. Le conseil général pourra remanier un district électoral qui ne donne plus une représentation équitable.

Un changement de nombre ou de répartition d'employés entre des élections régulières ne nécessitera pas un remaniement des districts et groupes électoraux avant la pro-

chaîne élection régulière, à moins d'avis contraire du conseil général.

5. A tous les deux ans, les employés qui ont droit de vote, devront élire dans leur district électoral respectif, un chef de district pour le conseil général et un chef de groupe pour chaque groupe du dit district. Afin d'assurer parmi les chefs de districts et les chefs de groupes du conseil une expérience ininterrompue, une moitié des districts et groupes électoraux viendront en élections une première année, et l'autre moitié, l'année suivante; chacune des deux moitiés alternant.

La durée du mandat pour les chefs de districts et de groupes sera déterminée tel que stipulée dans l'article XII.

VI—QUALIFICATIONS DES CHEFS DE DISTRICTS ET DES CHEFS DE GROUPES

1. Tout employé de vingt et un ans et plus, qui lors des nominations est déjà au service de la compagnie depuis deux années consécutives et au delà, à compter de la date de son dernier engagement et qui a été, pour au moins un an, membre en règle de l'association et qui est encore, lors de la nomination, membre en règle de la dite association, sera éligible à la nomination et à l'élection, aux charges de chefs de district et de groupe auxquels il appartient.

VII—QUALIFICATIONS DE L'ELECTEUR

Tout membre en règle de l'association aura droit de vote à la nomination et à l'élection.

VIII—COMITES ELECTORAUX

1. Le conseil de district en élection, ou le conseil de division, quand un tel conseil

de district n'existe pas dans la dite division, devra nommer au moins quatorze jours avant la nomination régulière et annuelle des chefs de districts et sept jours avant la date des élections du groupe électoral, un nombre suffisant d'employés dans chacun des districts et groupes électoraux qui formeront les comités électoraux.

2. Le comité électoral sera responsable vis-à-vis du conseil général et exercera ses fonctions aux nominations et aux élections qui seront tenues après la formation du comité susdit. Un membre du comité électoral qui désire porter sa candidature, soit au poste de chef de district, soit au poste de chef de groupe, devra démissionner comme membre du dit comité électoral et un autre employé éligible du dit district électoral sera choisi par le conseil de district ou par le conseil de division pour combler la vacance, quand un tel conseil de district n'existe pas.

3. Les charges et les responsabilités du comité électoral dans chaque district électoral sont les suivantes :

(a) Afficher les avis des nominations et d'élection.

(b) Rédiger et afficher les listes des employés qui ont droit de vote dans chaque district et groupe électoral au moins sept jours avant la date des nominations des chefs de districts et sept jours avant l'élection des chefs de groupes. Ces listes exhiberont les noms des employés éligibles aux charges administratives de la dite association.

(c) Apprêter les bulletins des nominations et des élections, et donner toutes les informations nécessaires aux électeurs.

(d) Prendre les dispositions qui s'imposent pour ce qui est du lieu de la votation et des boîtes de scrutin.

(e) Surveiller la marche des élections et s'assurer que les bulletins soient secrets et déposés seulement par les employés qui ont droit de vote dans leur district ou groupe électoral respectif.

(f) Immédiatement après les nominations des chefs de districts, les membres de chaque comité électoral pour chacun des districts électoraux, compteront, classieront et afficheront sur les tableaux de l'usine, le nombre de bulletins déposés en faveur de chaque employé, commençant par le nom de celui qui a reçu le plus de votes et continuant ainsi dans un ordre progressif descendant, jusqu'au nom de celui qui a reçu le moins de votes. Les membres susdits verront à ce que les bulletins soient scellés et gardés dans un endroit sûr, pour les trente jours qui suivront les nominations.

Au moins sept jours avant l'élection des chefs de districts, le comité électoral devra proclamer officiellement les noms des deux candidats élus à la nomination pour chaque district électoral et afficher publiquement leur nom.

Les candidats ainsi proclamés seront ceux qui recevront le plus grand nombre de votes.

(g) Immédiatement après l'élection des chefs de districts et des chefs de groupes, les membres de chaque comité électoral pour chacun des districts ou groupes électoraux, compteront, classieront et afficheront, sur les tableaux de l'usine, le nombre de votes déposés en faveur de chacun des candidats et verront à ce que les bulletins soient scellés et gardés dans un endroit sûr, pour les trente jours qui suivront les élections. Le comité électoral proclamera officiellement les candidats élus.

4. Les procédures à suivre dans une élection partielle reconnue par ces présents statuts, seront, en général, les mêmes que celles ci-haut mentionnées et décrites.

5. Le comité électoral décidera de toutes les questions relatives à toutes élections, mais toujours suivant les stipulations de ces présents statuts.

IX—NOMINATIONS DES CHEFS DE DISTRICTS (ELECTED REPRESENTATIVES)

1. Sauf pour l'année 1944, les nominations qui se feront tous les ans, auront lieu le deuxième mercredi du mois de novembre, hormis que ce jour tombe sur un jour férié ou chômé; dans ce cas, les nominations auront lieu à la prochaine journée régulière de travail.

2. Au moins sept jours avant la date des nominations, des listes donnant les noms des employés qui ont droit de vote et les noms des employés éligibles aux charges de chef de district et de chef de groupe, seront affichées dans chacun des districts électoraux.

3. Les nominations se feront à l'aide du bulletin secret et menées de manière à prévenir toute influence indue sur l'électeur; les dites nominations seront aussi menées de manière à prévenir toute action frauduleuse dans le dépôt et comptage des bulletins, ou dans quoi que ce soit, et menées aussi de manière à donner à tout employé l'occasion d'exercer son droit de vote, si droit de vote il y a.

4. Le jour de la nomination, on donnera à chaque employé qui a droit de vote, un bulletin sur lequel il écrira en lettres moulées, le nom de l'employé éligible aux charges de représentant et qu'il désire voir repré-

senter le district. Il déposera alors son propre bulletin dans la boîte du scrutin.

5. Si, sur un bulletin, les noms de plusieurs employés apparaissent, le dit bulletin sera nul et de nul effet.

6. Les noms des deux employés qui, dans chacun des districts électoraux, auront reçu le plus grand nombre de votes, parmi ceux éligibles à la nomination, seront choisis candidats pour l'élection.

7. Si, pour quelque raison que ce soit, un candidat ne désire pas se présenter à l'élection, celui qui, après le candidat susdit, aura reçu le plus grand nombre de votes, sera déclaré candidat à l'élection.

8. Toutes accusations de fraude ou de malhonnêteté, dans une nomination, doivent être portées, par écrit, à l'attention du conseil général, dans les deux semaines qui suivent la dite nomination, et si, ces dites accusations sont fondées, et ont réellement faussé le sens du vote, le conseil général pourra ordonner qu'une nouvelle élection pour la nomination soit tenue dans ce même district électoral.

X—ELECTIONS DES CHEFS DE DISTRICTS

1. Ces élections, qui se feront tous les ans, auront lieu deux semaines après les nominations, hormis que ce jour tombe sur un jour férié ou chômé; dans ce cas les élections auront lieu à la prochaine journée régulière de travail.

2. Au moins sept jours avant l'élection, les noms des candidats choisis par la nomination, seront affichés dans chacun des districts électoraux.

3. Les élections se feront par le bulletin secret et menées de manière à prévenir

toute influence indue sur l'électeur; à prévenir toute action frauduleuse dans le dépôt et le comptage des bulletins, et menées aussi de manière à donner à tous les membres de l'association l'occasion d'exercer leur droit de vote.

4. Le jour de l'élection, on donnera à chaque employé qui a droit de vote, un bulletin sur lequel sont écrits les noms des candidats de son district électoral. Il votera pour le candidat de son choix, en faisant un X près du nom du dit candidat. Il déposera alors son propre bulletin dans la boîte du scrutin.

5. Si sur un bulletin, les noms de plusieurs candidats apparaissent, le dit bulletin sera déclaré nul et de nul effet.

6. Le candidat, qui recevra le plus grand nombre de votes, sera proclamé le chef de district de son district électoral.

7. Toutes accusations de fraude ou de malhonnêteté dans une élection doivent être portées par écrit à l'attention du conseil général, dans les deux semaines qui suivent la dite élection, et si ces dites accusations sont fondées et ont réellement faussé le sens du vote, le conseil général pourra ordonner qu'une nouvelle élection soit tenue dans le même district électoral.

XI—ELECTIONS DES CHEFS DE GROUPES

1. L'élection des chefs de groupes sera tenue le lundi de la deuxième semaine qui suit les élections des chefs de districts, hormis que ce jour tombe sur un jour férié ou chômé; dans ce cas, les élections auront lieu à la prochaine journée régulière de travail.

2. Au moins sept jours avant la date des élections des chefs de groupes, des listes

donnant les noms des membres de l'association qui ont droit de vote et les noms de ceux qui sont éligibles aux charges de chefs de groupes seront affichées dans chacune des sections dites : groupes électoraux.

3. Les groupes électoraux dans chaque district électoral seront numérotés pour fins d'identification : exemple : district 2, groupe 3.

4. Les élections se feront par le bulletin secret et menées de manière à prévenir toute influence indue sur l'électeur ; à prévenir toute action frauduleuse dans le dépôt et comptage des bulletins, et menées aussi de manière à donner à tous les membres de l'association l'occasion d'exercer leur droit de vote.

5. Le jour de l'élection des chefs de groupes, on donnera à chaque employé qui a droit de vote, un bulletin sur lequel il écrira en lettres moulées le nom de l'employé qu'il désire voir représenter le groupe électoral. Il déposera lui-même son bulletin dans la boîte du scrutin.

6. Si sur un bulletin, les noms de plusieurs employés apparaissent, le bulletin sera déclaré nul et de nul effet.

7. L'employé qui recevra le plus grand nombre de votes, sera le candidat élu de son groupe électoral. L'employé, qui après le candidat proclamé élu, recevra le plus grand nombre de votes, sera le suppléant (substitute) du chef de groupe.

8. Toutes accusations de fraude ou de malhonnêteté dans une élection doivent être portées par écrit à l'attention du conseil général, dans les deux semaines qui suivent la dite élection, et si ces dites accusations sont fondées et ont réellement faussé le sens du vote, le conseil général pourra ordonner

qu'une nouvelle élection soit tenue dans le même groupe électoral.

XII—DUREE DES FONCTIONS ET VACANCES

Chefs de districts et de groupes.

(a) Assujettis aux paragraphes (b), (c) et (d) du présent statut, les chefs de districts et les chefs de groupes seront en fonctions pour une durée de deux ans et au delà, jusqu'à ce que leurs successeurs soient dûment élus.

Les chefs de districts et chefs de groupes seront éligibles pour une nouvelle élection.

(b) Si un chef de district ou un chef de groupe ou encore un suppléant (substitute) de chef de groupe quitte la compagnie ou s'absente à plus de trois réunions consécutives de quelque conseil que ce soit, sans raison suffisante ou reconnue valable par le conseil — réunions auxquelles il se devait d'assister, ou s'il est promu à une autre position qui lui enlève ses qualités d'éligibilité comme représentant, tel que décrit dans l'article VI, ou s'il est déplacé et sorti de son district ou de son groupe, ou qu'il cesse d'agir comme représentant, ses charges de représentant cesseront immédiatement et automatiquement.

(c) Un chef de district ou un chef de groupe ou un suppléant de chef de groupe pourra être rappelé à ses fonctions, en tout temps, sur une requête signée par la majorité des électeurs de son district ou de son groupe électoral.

(d) Afin d'assurer une expérience ininterrompue parmi les chefs de districts et les chefs de groupes, la moitié de ces représentants élus en 1945 auront un mandat d'un an, et l'autre moitié, un mandat de deux ans,

tel que décidé par le sort, à la première réunion du conseil général.

(e) Quand un chef de district est incapable d'exercer ses fonctions, le chef de groupe, du même district, qui a le plus d'années au service de la compagnie, remplira les fonctions de chef de district, en sus de ses fonctions de chef de groupe. S'il y a égalité d'années de service parmi certains chefs de groupes, le choix, qui sera un tirage au sort se fera par les chefs de districts. S'il se produit une vacance permanente parmi les chefs de district, cette dite vacance sera remplie par une élection partielle.

(f) Les chefs de groupes seront éligibles aux nominations de chefs de districts dans toutes élections générales ou partielles. Un chef de groupe qui est élu chef de district devra abandonner son poste de chef de groupe.

(g) Si, pour une raison ou pour une autre, un chef de groupe ou un suppléant abandonne ou perd ses droits d'éligibilité (voir paragraphe b), le conseil général, de sa propre volonté, pourra remplir la vacance en nommant chef de groupe, celui, qui, en second, reçut le plus grand nombre de votes.

(h) S'il se produit une vacance qui ne peut être remplie ni par le suppléant ni par un autre représentant, une élection partielle nommera un autre chef de groupe et suppléant qui occuperont ces charges jusqu'à la fin de la durée du mandat.

XIII—REUNIONS

1. Pendant la première semaine qui suit l'élection annuelle, les conseils de districts, de divisions, et le conseil général se rassembleront séparément aux fins d'organiser, si nécessaire, l'élection des directeurs.

2. Les conseils de districts se réuniront, soit sur la demande du président, soit sur la demande du tiers des membres.

3. Les conseils de divisions se rassembleront régulièrement sur la demande du président. Des réunions particulières peuvent être tenues, soit sur la demande du président, soit sur la demande du tiers de tous les membres.

4. Le conseil général se réunira régulièrement sur la demande du président. Des réunions particulières du conseil général peuvent être tenues soit sur la demande du président, soit sur la demande du tiers des chefs de districts.

5. Tout représentant peut soumettre à la bienveillante considération du conseil, quoi que ce soit, qui rencontre les buts et fins de ces présents statuts; mais tous sujets qui intéressent un ou plusieurs employés et susceptibles à des redressements de la part de ces dits employés et de leurs supérieurs, ne doivent pas être soumis au conseil, à moins que de réelles démarches aient été tentées en vue d'obtenir de tels redressements, d'après les stipulations de l'article XIV, paragraphe 1.

6. Les deux tiers des représentants formeront quorum, et, à toutes les réunions, rien ne peut se faire, sans qu'il y ait quorum.

7. Le conseil formera des comités, comme il le croira nécessaire pour la bonne conduite de ses obligations, et il nommera le président de chacun de ces dits comités. Tout employé de la compagnie qui a droit de vote pourra être fonctionnaire nommé de ces comités susdits.

8. Le secrétaire de chaque conseil prendra les présences et les gardera en dossiers et tiendra aussi les comptes-rendus de toutes

les délibérations. Il sera toujours loisible aux représentants d'examiner ces dossiers. Les délibérations devront être adoptées durant la présente réunion ou, au plus tard, à la prochaine réunion.

9. Des réunions trimestrielles de l'association seront tenues les deuxièmes mercredis des mois de novembre, février, mai et août de chaque année. Vingt membres en règle formeront quorum pour ces réunions trimestrielles ou pour des réunions générales et particulières de l'association.

10. Les directeurs, les présidents des conseils de divisions et de districts devront donner un compte-rendu de leurs oeuvres, aux membres de leurs divisions ou de leurs districts, au moins une fois l'an.

XIV—PROCEDURES

1. Quand, de quelque manière que ce soit, un employé se croit lésé dans ses droits et veut une réponse à ses griefs, il devra en tout premier lieu, saisir la question avec son contremaître. Il pourra, s'il le désire, se faire accompagner par son chef de district.

Si l'employé obtient une réponse qui ne satisfait pas, le litige en question, sera cette fois présenté au contremaître et par l'employé lui-même et par le chef de district.

Si encore on n'obtient pas une réponse satisfaisante, la question sera soumise par l'employé, assisté de son chef de district, au surintendant du service des employés.

Si encore on obtient une réponse guère satisfaisante, le litige, cette fois, sera soumis par le chef de district au conseil de district ou au conseil de division, quand un tel conseil de district n'existe pas.

Un employé du service de l'installation, qui est dans l'incapacité physique de se permettre une entrevue avec son chef de district, devra, après avoir fait connaître ses intentions à son contremaître, soumettre son cas, par écrit, à son chef de district.

Le chef de district saisira la question avec le surintendant de la division et, s'il y a échec, le chef de district soumettra la question au conseil général.

2. Toute question qui n'est pas réglée d'une manière satisfaisante suivant les procédures susdites, devra être soumise au conseil général. Pour de plus amples détails et informations, un conseil pourra toujours faire témoigner un employé qui est représenté par le conseil général, et pourra former un comité particulier pour fins de recherches.

3. Toutes questions, à une assemblée de conseil, quel qu'il soit, seront décidées par la pluralité des voix. S'il y a égalité de voix, le président donnera le vote final et décisif.

4. Les chefs de districts pourront intervenir en faveur de leurs électeurs sur tout sujet, qui, suivant leur opinion, peut toucher les employés, soit d'une manière individuelle ou collective, mêmes si ces interventions sont des plaintes individuelles ou collectives, ou sont le fruit de leur observation personnelle.

XV—AMENDEMENTS

Ces statuts peuvent être amendés par le conseil général, sujets cependant, à la ratification des membres de l'association, soit par une assemblée trimestrielle, soit par une assemblée générale et particulière.



COMMISSION DU SALAIRE MINIMUM

MINIMUM WAGE COMMISSION

286, RUE ST-JOSEPH

QUÉBEC.

le 3 juillet 1946

L'honorable Antonio Barrette,
Ministre du travail,
Hôtel du gouvernement,
Québec.



Monsieur le Ministre,

Vous avez transmis à notre Commission le 16 mai dernier, la lettre de monsieur H. McD. Sparks, demandant que Northern Electric Company soit pour les motifs y mentionnés, dispensé de payer le solde de prélèvement réclamé par notre Commission.

Monsieur Sparks a exposé la situation spéciale de sa compagnie à quelques commissaires et à notre conseiller juridique et a fait un règlement de notre réclamation qui a été approuvé par notre Commission.

Veillez croire, monsieur le Ministre, à l'expression de mes meilleurs sentiments.

Le secrétaire général,

J. Simard

45.46
S-488

Québec, le 18 mai, 1946.

Monsieur J.-Baile Simard, secrétaire général,
Commission du Salaire minimum,
286, rue St-Joseph,
Québec, Qué.

Monsieur le secrétaire général,

Je vous envoie, sous pli, copie d'une lettre que je reçois de monsieur H. McD. Sparks, gérant des Relations industrielles de la Northern Electric Company Limited, au sujet du paiement du prélèvement en vertu des règlements de la Loi du Salaire minimum. Je vous envoie également copie de ma réponse.

Le 13 juillet 1944, cette compagnie a négocié, d'accord avec la Loi des Syndicats professionnels, un contrat collectif de travail avec une association incorporée. Ce contrat a été déposé à la Commission de Relations ouvrières le 16 novembre 1944. Le même contrat a été renouvelé le 10 juillet 1945 et a été déposé le 20. Il devait être en vigueur jusqu'au 13 juillet 1946.

La compagnie estime qu'elle a agi de bonne foi en déposant son contrat au ministère du Travail par l'intermédiaire de la Commission de Relations ouvrières. Nous estimons nous-mêmes que dans les circonstances le droit a été fait de bonne foi au ministère du Travail de qui relève la Commission de Relations ouvrières.

Je crois donc que dans les circonstances la Commission du Salaire minimum devrait se dispenser de faire le prélèvement auprès de la Northern Electric Company Limited jusqu'à la date de la sanction du nouveau bill adopté cette année et abrogeant le paragraphe d de l'article 2 de ladite Loi.

La Commission voudra bien me tenir au courant de sa décision officielle afin que je puisse renseigner monsieur Sparks.

Veuillez agréer, monsieur le secrétaire général, l'expression de mes sentiments distingués.

F

Ministre du Travail.

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Quebec, May 16, 1946.

Mr. H. McD. Sparks, Manager, Industrial Relations,
Northern Electric Company Limited,
1261 Shearer Street,
Montreal, Que.

Dear Sir:

I acknowledge receipt of your letter dated May 14th in which, on behalf of the Northern Electric Company Limited, you request a favourable consideration relating to the payment of the assessment which is levied upon employers subject to the provisions of the Minimum Wage Act and of which were exempted employers who have signed collective agreements under the Professional Syndicates' Act until March 26th, 1946.

I note that the agreement entered into between the Northern Electric Company Limited and the Northern Electric Employee Association on November 16th, 1944, was renewed on July 10th, 1945. This agreement was deposited with the Labour Relations Board. You submit that the deposit was made in good faith with the Minister of Labour through the Labour Relations Board.

I am taking up this matter with the Minimum Wage Commission. The Northern Electric may retain any payment on this account until I have received the views of the Minimum Wage Commission.

Yours very truly,

F

Minister.

1

Northern Electric Company

LIMITED

H. MCD. SPARKS
MANAGER-INDUSTRIAL RELATIONS

B. W. CHAYE
PERSONNEL MANAGER

DR. W. W. READ
MEDICAL DIRECTOR

POST OFFICE DRAWER 369

TEL. WILBANK 3131

1261 SHEARER STREET
MONTREAL, QUE.

SALES OFFICES:

HALIFAX	SAINT JOHN, N.B.
MONTREAL	QUEBEC
SHERBROOKE	VAL D'OR
IBOIS NEVIERES	OTTAWA
TORONTO	LONDON
HAMILTON	RIBLAND LAKE
WINDSOR	TIMMINS
SUDBURY	PORT ARTHUR
WINNIPEG	REGINA
CALGARY	EDMONTON
VANCOUVER	VERNON
	VICTORIA

The Honourable Antonio Barrette,
Minister of Labour, Province of Quebec,
Quebec, P.Q.



Dear Sir:

On July 13, 1944, the Northern Electric Company, entered into a Collective Labour Agreement with the Northern Electric Employee Association a body corporate duly incorporated under the provisions of the Professional Syndicates' Act and representing the non-supervisory hourly rated employees of the Company. A copy of the Agreement was deposited with the Labour Relations Board of the Province of Quebec under date of November 16, 1944, where it is registered under Number 131.

Under date of July 20, 1945, a copy of a Memorandum of Agreement covering the renewal of the said collective labour agreement for a further period of one year from July 13, 1945, was deposited with the Labour Relations Board of the Province of Quebec, where it is registered under Number 325.

Under the application of the Minimum Wage Act, it is provided that said Act does not apply to -

"d. employees governed by a collective labour agreement made under the Professional Syndicates' Act, unless the Commission, by a resolution approved by the Minister, declares the said agreement to be less advantageous than the ordinances; in every respect, the Commission may supervise the carrying out of any such agreement, as if it were one of its own ordinances.

(Rescinded - March 26, 1946)

In consideration of this Section of the Act, the Company is, therefore, not liable to the payment of the assessment which is levied upon employers who are subject to the provisions of the Minimum Wage Act.

We have had some correspondence with the Minimum Wage Commission in this respect and to date they have not agreed that the Company is not subject to this assessment because of the fact that a copy of the Agreement was not deposited with the Minister of Labour. I would, however, respectfully submit that such Agreement of Renewal has been deposited with the Minister of Labour as, in good faith, the Company has deposited such copies with the Minister of Labour through the Labour Relations Board.

For your information I am forwarding herewith a signed copy of the original collective labour agreement, dated July 13, 1944, and the renewal for a period of one year dated July 13, 1945.

I would respectfully request your favourable consideration of this matter and would be pleased to have a decision at your earliest convenience.

Yours very truly,

Howard Sparks

Manager, Industrial Relations.

HMcDS:HD.

EARNSCIFFE

LINEN BOND

MADE IN CANADA

RENEWAL
OF
COLLECTIVE LABOUR AGREEMENT
BETWEEN
NORTHERN ELECTRIC COMPANY, LIMITED
AND
NORTHERN ELECTRIC EMPLOYEE ASSOCIATION
JULY 1945.

1945

APPENDIX "F"

MEMORANDUM OF AGREEMENT covering Renewal of the Collective Labour Agreement, dated July 13, 1944, between Northern Electric Company, Limited, and Northern Electric Employee Association.

Whereas under date of July 13, 1944, a Collective Labour Agreement was entered into by the above mentioned parties for a period of one year ending July 12, 1945, and provision was made in the said agreement, under Article XVI, for modification and renewal of the Agreement, subject to either party giving the other party notice in writing at least 60 days prior to the expiration date, and whereas notification of proposed modifications has been given by the Company to the Association, it is mutually agreed that, subject to the modifications shown below, the Agreement shall be renewed and shall have full force and effect for a period of one year, namely from July 13, 1945, to July 12, 1946.

(1) ARTICLE V - REPRESENTATION

To be replaced by the following -

The Company, for the purposes of this Agreement, acknowledges the procedure established by the Association with respect to the election of representatives and the formation and functioning of Councils in accordance with Articles II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, of the By-laws of the Association, Issue No. 2, dated February 1945. A copy of these by-laws shall be attached to and form part of this Appendix.

(2) ARTICLE XV - WAGES - WORKING CONDITIONS

Paragraph 3

The following shall be added immediately following the end of the seventh (7th) line:-

In cases of downgrading from a day work job to a time incentive job, incentive earnings shall be calculated on the ultimate day work rate, but the employee shall be guaranteed his hourly day work rate currently in effect for the total hours worked.

(3) APPENDIX "B" - A schedule of Vacation privileges detailing conditions under which employees may be granted vacation with pay.

The following shall be added:

(6) (a) Former employees, except for those covered under paragraph (b), who are re-employed after January 1st of the current year, are not eligible for vacation during the current year.

(b) Employees who are discharged from the Armed Forces or Merchant Marine and who are reinstated prior to October 3rd in the current year, are eligible for vacations in the current year based on their credited Company service as of June 30th.

(7) When a Weekly or Monthly Rated Employee is transferred to an hourly rate, the vacation period shall be based on his status as of June 30th in the current year.

Man

- (4) APPENDIX "C" - A Schedule of Working Conditions relating to Hours of Work, Payment of Overtime and Night Shift Bonus, Rest Periods, Travelling Time and Transportation.

Paragraph 2.3 - INSTALLATION FIELD EMPLOYEES

To be replaced by the following:

Regular Day and Night Shifts - 8-3/4 Hrs.per Day - Monday to Friday, incl.
4-1/4 Hrs.per Day - on Saturday.

(5) EMPLOYMENT OF VETERANS

The Association acknowledges receipt of a copy of the Company's "Veterans Program", dated December 4, 1944, and recognizes that special conditions exist with respect to the employment of Veterans who have served in the Armed Forces or those who have served in the Merchant Marine at any time during the period of the war commencing in September 1939.

IN WITNESS hereof the parties thereto have executed this Memorandum of Agreement on the tenth day of July 1945, in the City of Montreal, County of Hochelaga.

FOR NORTHERN ELECTRIC EMPLOYEE ASSOC.

FOR NORTHERN ELECTRIC COMPANY, LIMITED

S. Brocklehurst
S. Brocklehurst
.....
President.

P. F. Sise
P. F. Sise
.....
President.

Elected Representative Dist. #1

.....*F. Price*.....
Assistant Secretary.

W. W. Madore
W. W. Madore
.....
Vice-President.

Elected Representative Dist. #4.

George H. Mather
George H. Mather
.....
Secretary Treasurer.

Elected Representative Dist. #6.

Georges Ducharme
Georges Ducharme
.....

Elected Representative Dist #2.

George E. Cloran
George E. Cloran
.....

Elected Representative Dist #3.

William John Kent
William John Kent
.....

Elected Representative Dist #5.

T. Forrester
T. Forrester
.....

Elected Representative Dist. #7.

Herbert Hyland
Herbert Hyland
.....

Elected Representative Dist. #8.

Membran
Secy.

Labour Agreement between:

NORTHERN ELECTRIC COMPANY, LIMITED
and
NORTHERN ELECTRIC EMPLOYEE ASSOCIATION

APPENDIX "E"

A Change in the basis of calculating Night Shift
Differential - reference Appendix "C", Paragraph 7

Under Paragraph 7 of Appendix "C" to this Agreement, it was agreed by both parties that subject to the approval of the Regional War Labour Board for the Province of Quebec the basis of payment for Night Shift Differential would be changed, and as the Regional War Labour Board for the Province of Quebec has approved this change to be effective on the payroll week commencing August 18th for employees on the Shearer Street payroll and for the payroll week commencing August 20th for employees of the Telephone Contract Division and Installation Departments, Night Shift Differential will from these dates be calculated as follows:

A differential of 5¢ per hour or 5% of total earnings whichever is greater shall be paid on any night shift which commences between the hours of 6.00 o'clock P.M. and 1.00 o'clock A.M. and on either of the regular 8 hour shifts where the hours are 3.00 o'clock P.M. to 11.00 P.M. and 3.15 o'clock P.M. to 11.15 o'clock P.M.

Mons

August 18th, 1944.

APPENDIX "D" REVISED

Replacing Issue No. 1 of the Northern Electric Employee
Association Constitution dated July 1st, 1943, and changes
to the Constitution dated March 11th, 1944.



EARN SCIFFE
LINENBOND
BAS CONTENT CANADA

COLLECTIVE LABOUR AGREEMENT
BETWEEN
NORTHERN ELECTRIC COMPANY, LIMITED
AND
NORTHERN ELECTRIC EMPLOYEE ASSOCIATION
JULY 1944.

1944

COLLECTIVE LABOUR AGREEMENT

MEMORANDUM OF AGREEMENT made this 13th day of
July, 1944, BETWEEN:-

NORTHERN ELECTRIC COMPANY, LIMITED, a corporation organized
and existing under the laws of the Dominion of Canada.

Hereinafter called "The Company"

OF THE FIRST PART

AND

NORTHERN ELECTRIC EMPLOYEE ASSOCIATION a body corporate duly
incorporated under the provisions of the Professional Syndicate
Act of the Province of Quebec.

Hereinafter called "The Association"

OF THE SECOND PART

ARTICLE I - RECOGNITION

Whereas a majority of the non-supervisory hourly rated employees are members in good standing of the Northern Electric Employee Association, and as this has been substantiated by the Company to its satisfaction, the Company, recognizes the Association as the sole collective bargaining agency for the hourly rated non-supervisory employees in the Province of Quebec including Installation Department Hourly Rated Non-Supervisory Employees working in other Provinces but whose base point is in the Province of Quebec and excluding employees in the Printing Department, and watchmen.

ARTICLE II - GENERAL PURPOSE

The general purpose of this agreement is to provide for orderly collective bargaining on all matters of employer-employee relations as covered by this agreement; to promote the mutual interest of the Company and its employees; to provide for the operation of the plants and work areas under methods which will further to the fullest extent possible, the safety, health and welfare of employees, economy of operations, quality and quantity of product, cleanliness of plant and protection of property.

ARTICLE III - MANAGEMENT RIGHTS

The Association acknowledges that it has been and still is the exclusive right of the Management of the Company to:- Hire, lay-off, discharge, classify, transfer, promote, demote or discipline employees, provided that a claim of discriminatory demotion or transfer, or a claim that an employee

Handwritten initials

ARTICLE III - (Cont'd.)

has been discharged or disciplined without reasonable cause may be dealt with under the Grievance Procedure as per Article VI, provided that such claim shall be made within three working days after the date the employee is demoted, transferred, discharged or disciplined.

ARTICLE IV - NON-DISCRIMINATION

The Company agrees that there shall be no discrimination or intimidation by the Company or any of its agents against any employee because of the employee's membership or non-membership in the Association.

The Company also agrees that representatives of the Association shall be free to discharge their duties in an independent manner without fear that their individual relations with the Company may be affected in the least degree by any action taken by them in good faith in their representative capacity.

The Association agrees that neither its officers nor its members will intimidate, discriminate against or coerce employees, for the reason that they are or are not members of the Association.

ARTICLE V - REPRESENTATION

The Company for the purposes of this Agreement acknowledges the procedure established by the Association with respect to the election of representatives, and the formation and functioning of Councils in accordance with Articles II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII and amendments dated March 11th, 1944, of the Constitution of the Association, Issue No. 1, dated July 1, 1943, effective January 1st, 1944, and amendments dated March 11th, 1944 and approved on April 3rd, 1944, a copy of this Constitution and amendments dated March 11th, 1944 and approved April 3rd, 1944 shall be attached as Appendix "D" to this Agreement.

ARTICLE VI - COMPLAINTS AND GRIEVANCES

1. Any matter, which in the opinion of an employee, constitutes a grievance or requires adjustment, shall first be taken up by the employee with the foreman concerned, or if the employee so desires, he may request his "Elected Representative" to accompany him. In cases where the employee discusses a question alone with the foreman and no satisfactory conclusion is reached, the matter shall be presented to the foreman jointly by the employee and his "Elected Representative". If, after following the above procedure, satisfactory adjustment is not obtained, the matter may be presented by the employee and his "Elected Representative" jointly to the superintendent of the employee's department.

Failing satisfactory adjustment by the Departmental superintendent, the "Elected Representative" shall place the matter before the District Council or the Division Council where no District Council exists, for action.

[Signature]

ARTICLE VI - (Cont'd.)

An Installation employee who is unable to personally contact his elected representative, may, after taking the matter up with his foreman without obtaining satisfactory adjustment, submit the question in writing to his elected representative. The "Elected Representative" will take up the question with the Division Superintendent, and failing a satisfactory adjustment by the Division Superintendent, the "Elected Representative" shall place the matter before the General Council.

2. Matters which are not satisfactorily adjusted through the procedure outlined above shall be reported to the General Council for action. In order that complete details may be obtained on any matter under consideration, a Council may call any employee represented by the General Council before it to give information, or may appoint a special committee of investigation.

3. "Elected Representatives" may intercede on behalf of their constituents at any time on matters covered by this Agreement, which in their opinion may affect the employees either as an individual or as a group regardless of whether their action is taken as a result of a complaint by an individual or a group or as a result of personal observation.

4. The Association agrees to furnish the Company with the names of its duly elected officers and representatives appointed to perform any act in connection with the carrying out of this agreement, and undertakes to promptly notify the Company of any change in the membership of officers or representatives.

5. Any employee, if he so desires, may take up a complaint or a grievance as an individual through the regular line of organization without recourse to the grievance procedure. The Company, however, undertakes that it will not attempt to settle any grievances directly with the employee involved if his grievance has already been discussed with the Company by a group representative or elected representative pursuant to the regular grievance procedure.

ARTICLE VII - ARBITRATION

1. Should the Company and the General Council fail to reach an agreement in regard to any differences concerning the interpretation or violation of this Agreement, the matter may on the application of either party be referred to an arbitration board; such board will be composed of one person appointed by the Company, one person appointed by the association, both of whom shall choose and agree to a third person to act as chairman, but in the event that the person chosen by the Company and the person chosen by the association fail to agree upon a third person within seven working days the Minister of Labour of the Province of Quebec shall be asked to nominate a Member of the Judiciary of the Province of Quebec, and the decision of the board shall be binding on both parties.

Wm

ARTICLE VII - 2. The Arbitration Board, however, shall not have jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, nor to give any decisions inconsistent with the terms and provisions of this agreement.

3. Each of the parties hereto will bear the expense of the arbitrator appointed by it, and the parties will jointly bear the expense, if any, of the chairman.

ARTICLE VIII - ASSOCIATION ACTIVITIES DURING WORKING HOURS

1. The Company agrees to provide such space as is necessary for the Association Council meetings and for the conduct of the business of the association, but this shall not include facilities for general meetings.

2. Representatives shall be permitted to leave their regular work for a reasonable length of time to perform their duties in connection with this Agreement, subject to the approval of their immediate supervisor or the foremen of the Department where they are employed.

3. The Company agrees that representatives in attendance at any meeting of the Council or its committees, an employee attending any meeting of the Council or its committees at the request of the Council or any of its committees and representatives handling complaints or grievances of employees shall receive regular pay from the Company for such time as they are necessarily absent from their regular occupation for this purpose. The Company, however, reserves the right to restrict the number of employees who may be requested to attend any meeting and the period of time for which they shall attend. Regular pay for the purpose of this section shall be, for day workers the employee's hourly rate in effect at the time, and in the case of Representatives who are piece workers it shall be their average hourly earnings based on the first ten payroll weeks in the preceding quarter.

4. The Company reserves the right to prohibit soliciting of membership in the Association during working hours or on Company premises.

ARTICLE IX - LAY-OFF

The Company agrees to discuss with the District Representative or Representatives concerned any case of hardship or alleged injustice arising out of any lay-off provided that request for such discussion shall be made by the Representative within three working days after such lay-off. Request for discussion of these cases shall be made to the Manager of Industrial Relations of the Company.

ABW

ARTICLE X - LIST OF EMPLOYEES

The Company agrees to furnish lists of hourly rated employees eligible to membership in the Association entering the service of the Company, and also to furnish lists of hourly rated employees covered by this Agreement whose employment with the Company is terminated. These lists will be furnished within one week of employment or termination of service.

ARTICLE XI - NOTICE BOARDS

The Association shall have the privilege of posting notices with respect to activities of the Association on notice boards designated for that purpose throughout the Company's plants. All such notices shall be approved by the Manager of Industrial Relations of the Company before being posted. The Company agrees that it will not refer to the Association or use the name of the Association in any notices without first securing the approval of the President, Vice-President or Secretary of the Association.

ARTICLE XII - SENIORITY

1. The Company agrees, that in cases of equally qualified employees, on all occasions where, due to lack of work a lay-off of employees is necessary, and in cases of regrading, that, seniority shall be given the fullest consideration.

ARTICLE XIII- JOINT PRODUCTION COMMITTEE

The Association recognizes the Joint Production Committee, which is presently established.

ARTICLE XIV - UNINTERRUPTED PRODUCTION

1. During the term of this agreement and during the period when negotiations for further agreement are in progress, the Company agrees that there shall be no lockouts, and the Association agrees that there shall be no slow-down, strike or any other stoppages of or interference with work which would cause any interruption in production.
2. The Association agrees that it will not involve any employees of the Company or the Company itself in any dispute which may arise between any other employer and the employees of such other employer.

ARTICLE XV - Wages - Working Conditions

1. The Association recognizes that the classification of employees within the established labor grades and to the various jobs shall be in accordance with the job evaluation system presently in use by the Company.
 2. Both parties hereto agree that any general adjustment in wage schedules or rates shall be subject to negotiation.
- Wom*

ARTICLE XV - (Cont'd.)

3. The present basis of payment for piece work is under the "MONEY PLAN" in which the price paid is expressed in dollars and/or cents for a given number of units. The Association agrees that the basis of piece work payments will be changed as soon as practicable to the "TIME PLAN" under which the employee's credit for payment is expressed in number of hours and such credit hours are paid for at the employee's day work rate. Individual piece work rates or group piece work rates shall be paid for the actual operations that are included in the established piece work price. Extra operations over and above those included in the rate which the employee is required to perform through no fault on the part of the employee and any extra time taken due to no fault of the employee shall, with proper approval, be classed as Day Work and paid as such provided that where a contingency factor has been included in the rate to cover such extra operations or intermittent extra time, this clause shall not apply. When it is apparent that a piece work rate or piece work rates are not consistent on the basis of established standards the piece work rate or piece work rates may be revised accordingly. The Association will have the right to request an investigation of any piece work rate or piece work rates where the earnings appear to be inconsistent.
4. The Company agrees that existing general privileges not included in this agreement will not be withdrawn during the life of this agreement without due and sufficient cause and the Company undertakes to advise the Association of any contemplated changes.
5. The Company reserves the right to change from time to time the starting and stopping time of any regular shift; it is however agreed to consult with the Elected Representatives of the Association before putting any such changes into effect.
6. The parties hereto mutually agree upon the following schedules of wages and working conditions which are annexed hereto and form part of this agreement.

Appendix "A"

A schedule of hiring and automatic rerating schedules and wage progression plans;

1. Labour grade numbers, rate ranges and grade rates and general principles governing changes in rates of pay for shop employees.
 2. Hiring and automatic rerating schedule for inexperienced female shop employees.
 3. Hiring and automatic rerating schedule for inexperienced male shop employees.
 4. Wage progression plan for female shop employees.
 5. Wage progression plan for male shop employees.
 6. Combined hiring automatic and progression plans for male and female shop employees.
- MB*

ARTICLE XV - (Cont'd.)

Appendix "A" (Cont'd.)

7. Wage Schedule - Installation Departments of the Telephone and Electronics Divisions.

Appendix "B"

A schedule of vacation privileges detailing conditions under which employees may be granted vacations with pay.

Appendix "C"

A schedule of working conditions relating to hours of work, payment for overtime, night shift bonus, rest periods, travelling time and transportation.

ARTICLE XVI - MODIFICATION, RENEWAL AND TERMINATION

1. This agreement shall become effective on the date of execution and shall remain in full force and effect for a period of one year. This Agreement may be changed or amended by mutual consent of the parties hereto, such changes or amendments shall take the form of appendixes to the original agreement.
2. It shall remain binding for a further period of twelve months unless either party gives to the other party written notice of the termination hereof of not more than sixty days nor less than thirty days prior to the date of termination.
3. Either party may give the other party notice in writing at least sixty days prior to the expiration date of their desire to modify this agreement. Within ten days after such notice is given a conference shall be held to consider such modifications.

W. B. W.

ARTICLE XVI - (Cont'd.)

4. In the event of written notice of termination having been given by either party as provided for above, and the parties then desiring to negotiate together for a new agreement or for a revision of the present agreement, the present agreement shall be considered as remaining in force during such reasonable time as may elapse, before it is found that the parties are unable to reach an agreement.

IN WITNESS hereof the parties thereto have executed this Agreement on the 13th day of July 1944, in the City of Montreal, County of Hochelaga.

FOR NORTHERN ELECTRIC EMPLOYEE ASSOC.

S. Brocklehurst
Sidney Brocklehurst

.....
President

Elected Representative Dist. #1.

W. W. Madore

.....
Wm. W. Madore

.....
Vice President

Elected Representative Dist. #4.

George H. Hather

.....
George H. Hather

.....
Secretary Treasurer

Elected Representative Dist. #6.

Georges Ducharme
Georges Ducharme

.....
Elected Representative Dist. #2.

William John Kent
W. J. Kent

.....
Elected Representative Dist. #3.

George E. Cloran

.....
George E. Cloran

Elected Representative Dist. #5.

T. Forrester

.....
T. Forrester

Elected Representative Dist. #7.

Herbert Hyland
Herbert Hyland

.....
Elected Representative Dist. #3.

FOR NORTHERN ELECTRIC COMPANY, LIMITED

P. F. Sise
P. F. Sise

.....
President

W. E. McBain

.....
W. E. McBain

.....
Secretary

Legal Form Approved
T.R. Ker.

APPENDIX "B"

A schedule of vacation privileges detailing conditions under which employees may be granted vacation with pay

1. Employees will become eligible to vacation with pay each year based on their continuous service as defined in the Employee Benefit Fund Plan, with the Company as of June 30th of the current year as follows:-
 - (1) After continuous service of one year but less than 2 years - 1 week
provided that the employee's attendance record has been satisfactory to the Company. In computing the attendance record, allowance will be made for justifiable absence. The conditions which disqualify an employee from vacation under this section shall when established be indicated in an appendix to this agreement.
 - (2) After continuous service of two years but less than seven years - 1 week
 - (3) After continuous service of seven years but less than twenty-one years - 2 weeks
 - (4) After continuous service of twenty-one years or more - 3 weeks
2. Employees who complete 21 years of continuous service as defined in the Employee Benefit Fund Plan, with the Company, between July 1st and December 25th in any year, will become eligible to a third week of vacation in that year on or after the date on which they complete 21 years of service.
3. The weekly rate of pay for vacation will be computed as follows:-
 - (a) For employees taking their vacation after July 1st, the pay shall be based on the employee's average weekly earnings for the ten weeks ending six weeks prior to the Standard Vacation Period.
 - (b) For employees taking their vacation prior to July 1st, the pay shall be based on the employee's average weekly earnings for the ten weeks ending three weeks prior to their vacation period.
4. The last two weeks in July shall be considered as the Standard Vacation Period during which the Plant will be shut down insofar as possible but wherever practicable the Company will provide work for those employees who are not eligible to vacation under this plan.
5. Wherever practicable vacations will be given during the last two weeks in July and the first two weeks in August. The Company reserves the right to select employees from those eligible to vacations to work during this period, such employees will take their vacation at such other time as may be arranged.

Wm

APPENDIX "C"

A schedule of working conditions relating to hours of work, payment for overtime and night shift bonus, rest periods, travelling time and transportation.

1. The regular hours of work shall be 48 per week.
2. The regular shift hours of work shall be as follows:
 - 2.1 All locations except Montreal Telephone House and Installation Field employees.

Regular day shift	- 9 Hrs. per day	- Monday to Saturday inc.
Regular night shift	- 9 Hrs. per night	- Monday to Friday inc.
Regular 8 hr. shift	- 8 Hrs. per shift	- 6 shifts per week.
 - 2.2 Montreal Telephone House

Regular day shift	- 8.7 hrs. per day	- Monday to Saturday inc.
Regular night shift	- 8.7 hrs. per night	- 6 nights per week.
 - 2.3 Installation Field Employees

Regular day shift	- 8-3/4 hrs. per day	- Monday to Friday inc.
	4-1/4 hrs. per day	on Saturday
Regular night shift	- 8-3/4 hrs. per night	- Monday to Friday inc.
3. The current hours in effect for the various occupations will be posted on regular Company notice boards.

4. REST PERIOD

Employees will be entitled to one 10-minute rest period each morning and afternoon during the day shift and each evening and morning during the night shift, provided that the time limits of the rest periods are strictly observed.

5. OVERTIME

- 5.1 Employees on day work jobs shall be paid one and one-half times their hourly rate for overtime.
- 5.2 Employees on piece work jobs shall be paid in addition to the amount paid for piece work one-half of their hourly rate for overtime.
- 5.3 The number of straight time hours in any one shift shall not exceed 9 hours.
- 5.4 Overtime shall be paid for all time worked in excess of the regular straight time shift hours (not including overtime hours) on any one shift in any 24 hours, Monday to Saturday inclusive.
- 5.5 Overtime shall be paid for all time worked in excess of 48 hours (not including overtime hours) in any payroll week.
- 5.6 Overtime shall be paid for all time worked in the 24 hours on Sunday and the following holidays:

New Year's Day	Dominion Day
Good Friday	Labour Day
Empire Day	Thanksgiving Day
St. Jean Baptiste Day	Christmas Day

5.7 Employees who are required to work on Saturday afternoon in any payroll week in which a statutory holiday has occurred shall be paid overtime at the rate of time and one-half for all time worked on such Saturday afternoon providing they have worked 39 hours not including overtime hours or in the case of the Telephone Contract Division 39.3 hours not including overtime hours.

5.8 The Company agrees that as much advance notice as possible will be given to employees who are required to work overtime. Except in the case of an emergency where the notice given is less than 24 hours, employees may request to be excused from working such overtime providing they have a legitimate reason for such request.

6. EMERGENCY CALL-IN

Employees who are called in to work for a short period on account of an emergency shall be paid for a minimum of three hours at the employee's standard day work rate.

7. NIGHT SHIFT DIFFERENTIAL

A differential of 5% of total earnings shall be paid on any night shift which commences between the hours of 6.00 o'clock P.M. and 1.00 o'clock A.M. and on either of the regular 8 hour shifts where the hours are 3.00 o'clock P.M. to 11.00 o'clock P.M. and 3.15 o'clock P.M. to 11.15 o'clock P.M.

Subject to the approval of the Regional War Labour Board of the Province of Quebec, which approval if obtained will become an appendix of this agreement, the differential payable to employees working on Night Shifts will be amended as follows:-

A differential of 5¢ per hour or 5% of total earnings whichever is greater shall be paid on any night shift which commences between the hours of 6.00 o'clock P.M. and 1.00 o'clock A.M. and on either of the regular 8 hour shifts where the hours are 3.00 o'clock P.M. to 11.00 P.M. and 3.15 o'clock P.M. to 11.15 o'clock P.M.

8. INSTALLATION FIELD EMPLOYEES

Both parties agree to the following conditions which are applicable to the Field Staff of the Installation Departments of the Company:-

- (1) The Field Staff of the Department is necessarily mobile. It is subject to transfer at any time and to any location. Installation Department bases are presently established at Montreal and Toronto. The Association will be notified when additional bases are established or present bases are changed.
- (2) In general, employees of Installation Departments are expected to hold themselves in readiness to be moved about the country by the Company as the conditions of work demand and to be prepared to work Sundays or statutory holidays, should the necessity arise.

W.B.W.

8. INSTALLATION FIELD EMPLOYEES (Cont'd.)

- (3) In selecting men for transfer to jobs away from their base, wherever possible single men of equal ability shall be chosen before married men, provided that the desirability of affording men an opportunity to widen their experience in the installation of various types of equipment shall be given consideration whenever feasible.
- (4) When employees are transferred from one base to another the Moving Expense will be paid for by the Company.
- (5) Employees assigned away from their base to an out-of-town job will be paid the cost of meals and berth when this expense is necessarily incurred, in addition to railway fare.

Employees who are granted vacation with pay and who are, at vacation time, assigned away from their base to an out-of-town job will be paid railway fare, meals and berth when necessarily incurred from the job to base, or to an intermediate point and back again to the job.

- (6) Employees will be granted time allowance on transfer between jobs as follows:
 - (a) On jobs exceeding one day's duration
Pay at straight time rate will be granted for all time spent in transit to and from the job during standard working hours.
 - (b) On jobs not exceeding one day's duration
Pay at straight time rate will be granted for all time spent in preparation for travelling, in travelling to and from the job or in waiting for trains during or outside of the standard work day.
- (7) Installation employees, with the exception of locally hired help and casual labour will be notified as to the base to which they are attached and will be paid reasonable board and lodging expense when working away from their base.

At job locations where Board and Lodging Expense is allowed, it will be paid on a Statutory Holiday observed by the Department to hourly rated employees when off duty providing the employee has not been absent on the working day preceding the holiday or the working day immediately after the holiday under circumstances not warranting the payment of board and lodging expense.

- (8) Wages shall not be paid hourly-rated employees when off duty on Statutory Holidays observed by the Department.
- (9) An employee assigned to a job away from his recognized base who desires to travel home over the week end for personal reasons at his own expense or where it is known that an employee will be returned to his base at Noon on Saturday, may request to work at straight time rates a sufficient number of hours during the week to compensate for the 4-1/4 hours he would otherwise work on Saturday. This request will be granted providing the job conditions permit of such action.

MB

Changes to App "D"

March 11, 1944

NORTHERN ELECTRIC EMPLOYEES ASSOCIATION

In accordance with Article XV of the Constitution, the following changes and additions to the Constitution are recommended by the General Council and a vote shall be taken on April 3rd, to obtain the approval of the employees.

All employees whose names appear on the Voters Lists on the Bulletin Boards are entitled to vote, whether or not they have paid a membership fee.

Article I - Introduction

Now Reads:

All Hourly Rated Employees except supervisors are eligible to membership in the Association.

Proposed to Read:

All Hourly Rated Employees except supervisors, upon payment of one dollar annually at such time as fixed by the General Council, are eligible to membership in the Association. Failure to pay the above membership fee for a period not exceeding three months from the time fixed shall automatically entail forfeiture of the right of membership in the Association.

Article II - Purpose and Scope (Para. 5)

Now Reads:

The General Council will discuss any item which may be brought forward by its members. Management Representatives will not be eligible to attend meetings of the General Council.

Proposed to Read:

District Councils and Division Councils shall not exercise any administrative or executive functions; such functions shall be exercised by the General Council only. The General Council only shall have power to enter into Collective Labor or written Agreements with the Company or Management.

Article IV - Employee Councils (Para. 3)

Now Reads:

General Council - The General Council shall be composed of the "Elected Representatives" in all Districts of all Company Divisions. The Officers of the General Council shall be:

Chairman
Vice-Chairman
Treasurer

Wom

Article IV - Employee Councils (Para. 3) (Cont'd.)

Proposed to Read:

General Council - The General Council shall be composed of the "Elected Representatives" in all Districts of all Company Divisions to the number of nine, and they shall be the Directors of the Association. The Officers of the General Council shall be:

President
Vice-President
Secretary-Treasurer

Article VI - Qualifications of Elected Representatives
and Group Representatives (Para. 1).

Now Reads:

Any employee, twenty-one (21) years of age or over, who, on the date of nominations has been in the continuous employ of the Company for two (2) years or more since the date of last employment, shall be eligible to nomination and election as a representative from the voting group and district of which he is a member, except as hereinafter provided in paragraph 2 of the section.

Proposed to Read:

Any employee, twenty-one (21) years of age or over, who, on the date of nominations has been in the continuous employ of the Company for two (2) years or more since the date of last employment and who has been a member in good standing of the Association for at least one (1) year and at the time of nomination is a member in good standing of the Association, shall be eligible to nomination and election as a representative from the voting group and district of which he is a member.

Article VII - Qualifications for voting for Representatives (Para. 1 & 2)

Now Reads:

Any one who has been in the employ of the Company for a period of six months immediately preceding the date for nomination shall be eligible to vote for nominations and representatives, except as hereinafter provided in paragraph 2 of this section.

Officials of the Company, salaried employees and supervisors, shall not be eligible to vote for elected representatives.

Proposed to Read:

Any member of the Association in good standing shall be eligible to vote for nominations and representatives.

Article IX - Nomination of Elected Representatives (Para. 1)

Now Reads:

Nominations shall be made annually on the second Wednesday in November.

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Article IX - Nomination of Elected Representatives (Para. 1)

Proposed to Read:

Nominations shall be made annually, except in the year 1944, on the second Wednesday in November.

Article XII - Term of Office and Vacancies (Para. d)

Now Reads:

In order to provide continuity of experience among "Elected Representatives" and "Group Representatives" one half of the representatives elected at the first election shall hold office for one year and the other half shall hold office for two years, as determined by lot at the first meeting of the General Council.

Proposed to Read:

In order to provide continuity of experience among "Elected Representatives" and "Group Representatives" one half of the representatives elected in 1945 shall hold office for one year and the other half shall hold office for two years as determined by lot at the first meeting of the General Council.

Article XIII - Meetings

Proposed Additional Paragraphs

9. Quarterly meetings of the Association shall be held on the second Wednesday in the months of November, February, May and August in each year. Twenty (20) members in good standing shall form a quorum for a quarterly or Special General Meeting of the Association.

10. The Officers, Chairmen of the Division Councils and Chairmen of the District Councils shall submit a report of their activities to the members at least once a year.

Article XV - Amendments

Proposed to Read:

These By-Laws may be amended by the General Council subject to ratification by a Quarterly or Special General Meeting of the members of the Association.

W.B.

Labour Agreement between:

NORTHERN ELECTRIC COMPANY, LIMITED
and
NORTHERN ELECTRIC EMPLOYEE ASSOCIATION

APPENDIX "E"

A Change in the basis of calculating Night Shift
Differential - reference Appendix "C", Paragraph 7

Under Paragraph 7 of Appendix "C" to this Agreement, it was agreed by both parties that subject to the approval of the Regional War Labour Board for the Province of Quebec the basis of payment for Night Shift Differential would be changed, and as the Regional War Labour Board for the Province of Quebec has approved this change to be effective on the payroll week commencing August 18th for employees on the Shearer Street payroll and for the payroll week commencing August 20th for employees of the Telephone Contract Division and Installation Departments, Night Shift Differential will from these dates be calculated as follows:

A differential of 5¢ per hour or 5% of total earnings whichever is greater shall be paid on any night shift which commences between the hours of 6.00 o'clock P.M. and 1.00 o'clock A.M. and on either of the regular 8 hour shifts where the hours are 3.00 o'clock P.M. to 11.00 P.M. and 3.15 o'clock P.M. to 11.15 o'clock P.M.

NBM

August 18th, 1944.

NORTHERN ELECTRIC COMPANY,
Limited

APPENDIX "A"
SCHEDULE #1
Effective the First Payroll Period
after February 15, 1944
Replacing issue dated August 28, 1943.

HIRING AND AUTOMATIC RERATING SCHEDULES

AND

WAGE PROGRESSION PLANS

FOR

HOURLY RATED EMPLOYEES

1. GENERAL:

The rate ranges and the schedules covering Hiring, Automatic Rerating and Wage Progression Plans have been revised in keeping with Wartime Wages Control Order 1943 - P.C. 9384.

1.1 No changes have been made to the intervals of the Hiring and Automatic Rerating Schedules and the Wage Progression Plans published on August 28th. 1943, but the rates shown therein have been adjusted to include the equivalent hourly Cost of Living Bonus.

2. GRADES AND RATE RANGES:

The grade rate ranges and the grade rates are listed herewith:

<u>GRADE</u>	<u>RATE RANGE</u>	<u>GRADE RATE</u>
21	\$0.41 - \$0.53	\$0.47
22	.47 - .59	.53
23	.53 - .66	.60
24	.59 - .73	.66
25	.66 - .80	.73
26	.72 - .87	.80
27	.78 - .95	.87
28	.86 - 1.05	.96
29	.94 - 1.15	1.05
30	1.02 - 1.25	1.14

3. HIRING AND AUTOMATIC SCHEDULES:

3.1 Inexperienced employees are hired at the hiring rate and rerated at the intervals shown until they reach the maximum of the Automatic Schedule which is the grade minimum or above.

3.2 Applicants who have had previous experience with the Northern Electric Company or elsewhere on a class of work considered as suitable training for the job may be given credit for this ex-

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perience and started at steps in the Automatic or Progression Plan above the Hiring Rate.

- 3.3 All Automatic rerates shall be effective at the beginning of the payroll week following the specified period of service.
- 3.4 In the case of continuous absence on the part of a new employee (other than break in employment) of one calendar month or more the normal time interval until the next scheduled Automatic increase shall be deferred by as many months as the number of such complete calendar months of absence.

4. PROGRESSION PLAN:

- 4.1 After completion of the Automatic Schedule rerating of employees up to the grade rate is continued under the Progression Plan. Such rerates shall become effective at the beginning of the payroll week following completion of the intervals herein specified.
- 4.2 Progression rerates may be withheld on the approval of the Division Manager, if in the Company's judgment, the employee does not merit the increase due to his performance on the job, his conduct or attendance. When Progression rerates are withheld for cause it shall be for a period of three months, at which time the case shall be reconsidered and if the employee has overcome the cause the withheld rate shall then be given and the Progression Schedule followed at the intervals provided.
- 4.3 Progression rerates shall be deferred in cases of continuous absence (other than break in employment) of one calendar month or more. The normal time interval until the next scheduled increase shall be deferred by as many months as the number of such complete calendar months of absence. When rerates are withheld for the reason covered in this Paragraph the Division Manager's approval is not required.

5. MERIT INCREASES:

- 5.1 Advancement to rates between the middle and the maximum of the rate range for each grade will be considered annually on a merit basis.

6. RERATING AFTER UP-GRADING:

- 6.1 Employees having service less than required for completion of the Automatic Schedule of the grade to which they are transferred will be placed on the Automatic Schedule of the new grade with credit for service as from their date of employment.
- 6.2 Female employees transferred to Grades 24 and 25 will be advanced in the steps provided in the Automatic Schedule for male employees in these grades.

Wm

- 6.3 Employees not affected by Automatic Schedules whose rates are below the minimum of the grade to which they are transferred will be rerated, at the beginning of the payroll period one month after the effective date of the transfer, to at least the minimum of the new grade and will continue on the Progression Schedule at the intervals provided.
- 6.4 Employees whose rates are within the range of the Progression Schedule of the new grade will be rerated to the next higher step in the Progression Schedule of the new grade at the intervals provided, credit being given for the time which has elapsed since their last rerate. In cases where the rerate after up-grading would be only \$0.01 the next higher step in the schedule may be given.
- 6.5 Employees reinstated on former jobs in higher grades will be rerated immediately to their former rate or to the existing rate for the job at the time they are reinstated.
7. RERATING AFTER DOWN-GRADING:
- 7.1 Employees having service less than required for completion of the Automatic Schedule of the grade to which they are transferred will be placed on the Automatic Schedule of the new grade with credit for service as from date of employment.
- 7.2 Employees not affected by Automatic Schedules will be derated to a rate within the range of the new grade consistent with their ability to perform the work. The new rate would become effective at the beginning of the payroll week following completion of one month's service in the lower grade except that when the derate exceeds \$0.04 it will be made in monthly steps of \$0.04, the last derate being the \$0.01 to \$0.04 necessary to arrive at the required rate.
- 7.3 If an employee is down-graded to a job on which he is experienced his rate shall not be reduced if it is equal to or below the grade rate of the lower grade. If his rate happens to be above the grade rate it shall be reduced to this rate unless exceptional circumstances indicate that a higher rate is justified. The employee's rate, however, must not be reduced below the rate which he had previously received on the same job in the lower grade, or the existing rate for the job at the time he is down-graded.
- 7.4 Employees who are down-graded to a job on which they are inexperienced shall be derated in accordance with Paragraph 7.2 of this Instruction.
- 7.5 Derates for disciplinary reasons are to be made immediately.

R. D. HARKNESS.

Reason for Reissue: Wartime Wages Control Order 1943 - P.C. 9384. Also to include certain interpretative rulings issued subsequent to August 28th, 1943.

Hew

NORTHERN ELECTRIC COMPANY,
LimitedEffective the first Payroll Period after
February 15th. 1944.
Replacing Schedule #1 issued Aug. 28, 1943.

HIRING AND AUTOMATIC RERATING SCHEDULE
FOR
INEXPERIENCED HOURLY RATED FEMALE EMPLOYEES

	<u>GRADES</u>		
	<u>21</u>	<u>22</u>	<u>23</u>
Hiring Rate	\$0.41	\$0.41	\$0.41
Rerate after 1 month (1 month's service) to	.47	.47	.47
Rerate 2 months later (3 months' service) to	-	.51	.51
Rerate 3 months later (6 months' service) to	-	-	.53

NOTE:

This schedule covers the Hiring and Automatic Rerating of females engaged for hourly rated jobs.

R. L. HARRISS

Reason for Reissue: Wartime Wages Control Order 1943 - P.C. 9384.

Wb

NORTHERN ELECTRIC COMPANY,
 Limited

Effective the first Payroll Period after
 February 15th, 1944.
 Replacing Schedule #2 Issued Aug. 28, 1943

HIRING AND AUTOMATIC RERATING SCHEDULE

FOR

INEXPERIENCED HOURLY RATED MALE EMPLOYEES

	GRADES			
	22	23	24	25
<u>GROUP I</u> - All males excepting those covered by Groups II and III;				
Hiring Rate	\$0.47	\$0.47	\$0.47	\$0.47
Rerate after 1 month (1 month's service) to	.53	.53	.53	.53
Rerate 2 months later (3 months' service) to	-	.57	.59	.59
Rerate 3 months later (6 months' service) to	-	-	-	.66
<u>GROUP II</u> - Technical School Graduates - 3 year day course, and high school graduates				
Hiring Rate	-	-	.53	.53
Rerate after 1 month (1 month's service) to	-	-	.59	.59
Rerate 2 months later (3 months' service) to	-	-	.65	.65
Rerate 3 months later (6 months' service) to	-	-	-	.70
<u>GROUP III</u> - Technical School Graduates - 4 year day course.				
Hiring Rate	-	-	-	.59
Rerate after 1 month (1 month's service) to	-	-	-	.65
Rerate 2 months later (3 months' service) to	-	-	-	.70

NOTE: This Schedule covers the Hiring and Automatic Rerating of males engaged
 for hourly rated jobs other than -

- (A) Installation Field Employees.
- (B) College or University Graduates or Under-graduates.

R. D. HARKNESS.

Reason for Reissue: Wartime Wages Control Order - 1943 - P. C. 9384.

Wen

NORTHERN ELECTRIC COMPANY,
Limited

effective the first Payroll Period after
February 15th. 1944.
Replacing Wage Progression Plan #1 issued
August 28th. 1943.

WAGE PROGRESSION PLAN

FOR

HOURLY RATED FEMALE EMPLOYEES

Grade	Progression Starting Rate	MONTHS					
		3	6	9	12	15	18
21	\$0.	-	-	-	nil	-	-
22	.51	-	.53	-	-	-	-
23	.53	.57	.60	-	-	-	-
24	.59	.63	-	.66	-	-	-
25	.66	-	.69	-	.73	-	-
26	.72	-	.75	-	.78	-	.80

R. D. HARKNESS.

Reason for Reissue: Wartime Wages Control Order 1943 - P.C. 9384.

Non

NORTHERN ELECTRIC COMPANY,
Limited

APPENDIX "A"
SCHEDULE #5

Effective the first Payroll Period after
February 15th, 1944,
Replacing Wage Progression Plan #2 issued
August 28th, 1943.

WAGE PROGRESSION PLAN

FOR

HOURLY RATED MALE EMPLOYEES

Grade	Progression Starting Rate	MONTHS					
		3	6	9	12	15	18
22	\$.00	-	-	-	nil	-	-
23	.57	.60	-	-	-	-	-
24	.59	.63	.66	-	-	-	-
25	.66	.69	.73	-	-	-	-
26	.72	-	.75	-	.78	-	.80
27	.78	-	.81	-	.84	-	.87
28	.86	-	.89	-	.92	-	.96
29	.94	-	.97	-	1.01	-	1.05
30	1.02	-	1.06	-	1.10	-	1.14

R. D. HARKNESS.

Reason for Reissue: Wartime Wages Control Order 1943 - P.C. 9384.

Mon.

February 15th. 1944.

WAGE SCHEDULES - HOURLY RATED EMPLOYEES

APPENDIX "A"
SCHEDULE #6

Effective Feb. 18/44 - Shearer St. Payroll

Effective Feb. 21/44 - Telephone Contract Division Payroll

FEMALE GRADE	Rate Range	Hiring Rate	AUTOMATIC SCHEDULE Inexperienced Employees			PROGRESSION SCHEDULE All Employees				
			MONTHS From Date of Hiring			MONTHS After completion of Automatic Schedule or Receipt of Grade Minimum				
			1	3	6	3	6	9	12	18
21	.41 - .53	.41	.47	-	-	-	-	-	-	-
22	.47 - .59	.47	.47	.51	-	-	.53	-	-	-
23	.53 - .66	.47	.47	.51	.53	.57	.60	-	-	-
24	.59 - .73	-	-	-	-	.63	-	.66	-	-
25	.66 - .80	-	-	-	-	-	.69	-	.73	-
26	.72 - .87	-	-	-	-	-	.75	-	.78	.80
MALE GRADE:										
22	.47 - .59	.47	.53	-	-	-	-	-	-	-
23	.53 - .66	.47	.53	.57	-	.60	-	-	-	-
24	.59 - .73	.47	.53	.59	-	.63	.66	-	-	-
25	.66 - .80	.47	.53	.59	.66	.69	.73	-	-	-
26	.72 - .87	-	-	-	-	-	.75	-	.78	.80
27	.78 - .95	-	-	-	-	-	.81	-	.84	.87
28	.86 - 1.05	-	-	-	-	-	.89	-	.92	.96
29	.94 - 1.15	-	-	-	-	-	.97	-	1.01	1.05
30	1.02 - 1.25	-	-	-	-	-	1.06	-	1.10	1.14

The Automatic Schedule provides for advancement of inexperienced employees from the hiring rate to the minimum of the grade (slightly above minimum in lower grades).

The Progression Plan provides for advancement from the maximum rate of the Automatic Schedule to the middle of the grade. Progression rerates may be withheld for cause.

Advancement to rates between the middle and the maximum of the rate range for each grade will be considered annually on a merit basis.

* Information regarding rerating following changes in grade may be obtained from the foremen.

Reason for Reissue:- Wartime Wages Control Order 1943 - P.C. 9384.

R: D. HARKNESS.

Woh.

February 15th. 1944.

WAGE SCHEDULES - HOURLY RATED EMPLOYEESInstallation Departments - Telephone & Electronics DivisionsEffective Feb. 21st. 1944.

<u>FEMALE CLASS</u>	<u>RATE RANGE</u>	<u>HIRING RATE</u>	<u>AUTOMATIC SCHEDULE Inexperienced Employees Six months from Date of Hiring</u>
7 *	.41 - .53	.41	.47
<u>MALE CLASS:</u>			
6	.53 - .60	.53	.60
5	.65 - .70	-	-
4	.75 - .80	-	-
3	.85 - .90	-	-
2	.95 - 1.00	-	-
1	1.05 - 1.10	-	-

* Applicable in the Province of Ontario only.

Reason for Reissue:- Wartime Wages Control Order 1943 - P.C. 9384.

R. D. HARKNESS.

R.D.H.