

S-1159

NORTHERN ELECTRIC -

- Mt. -

1949-50

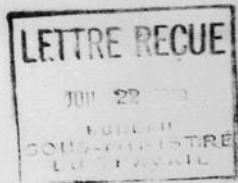


COMMISSION DE RELATIONS OUVRIERES DE LA PROVINCE DE QUEBEC.

LABOUR RELATIONS BOARD OF THE PROVINCE OF QUEBEC.

286, RUE ST-JOSEPH,
QUEBEC.7680, RUE HUTCHISON,
MONTREAL.

Québec le 21 juillet 1949.



Monsieur Gérard Tremblay,
Sous-ministre du Travail,
Hôtel du Gouvernement,
Québec, P.Q.

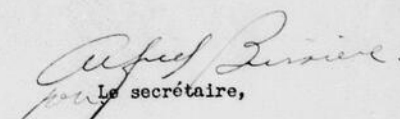
RE:- Northern Electric Company Limited
&
Northern Electric Employees Association,
Unit "1 (covering employees other than in
the installation Department).

Monsieur le sous-ministre,

J'accuse réception de votre lettre
du 5 juillet 1949, accompagnée pour dépôt
de deux copies certifiées d'une convention de travail,
en date du 10 mai 1949, intervenue entre
les parties ci-dessus mentionnées et déposée au minis-
tère du Travail, le 12 mai 1949
sous le numéro 1159-A

mp/

Bien à vous,


Le secrétaire,

P. E. Bernier, LL.L



49.50
S-1159

MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

QUÉBEC, ce 5 juillet 1949.

MEMO destiné à La Commission de Relations ouvrières,
286, rue St-Joseph,
QUÉBEC.

Sujet: Convention collective entre Northern Electric Company,
Limited, and Northern Electric Employee Association, Unit "1
(covering employees other than in the installation Department).

Monsieur,

Conformément aux prescriptions du deuxième paragraphe de l'article 19-A de la Loi des Relations ouvrières (S.R.Q., chapitre 162-A et amendements), je vous inclus, pour dépôt, deux copies certifiées de cette convention datée du 10 mai 1949 et déposée au ministère du Travail le 12 mai 1949 en exécution de la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements), sous le numéro 1159-A.

Sincèrement à vous,

L'Assistant-Sous-Ministre

Donat Quimper

H-14



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 13 mai 1949.

MEMO destiné à La Commission de Relations ouvrières,
286, rue St-Joseph,
Québec.

Sujet: Convention collective entre **Northern Electric Co. Ltd.,
and Northern Electric Employee Association, Unit #1. (covering employees other
than in the Installation Department)**

Je vous inclus une copie du certificat constatant le dépôt
de cette convention collective enregistrée au ministère du Travail
en exécution de la Loi des Syndicats professionnels (S.R.Q., 1941.,
chapitre 162 et amendements), le 12 mai, 1949 sous le numéro
1159-A.

Sincèrement à vous,

L'Assistant Sous-Ministre.

Donat Quimper
MC. incl.

T-1177

H-12



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, May 13th, 1949

Mr. George H. Hather, Secretary-Treasurer,
Northern Electric Company, Limited,
1261, Shearer Street,
Montreal.

Dear Sir:-

Enclosed please find a certificate of the deposit made with the Department of Labour on May 12th, 1949, under Number 1159-A of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between Northern Electric Company Limited and Northern Electric Employee Association, Unit #1, (covering employees other than in the Installation Dept.)

The labour association party to the above mentioned agreement having been certified on Dec. 11th, 1947 as bargaining agent by the Quebec Labour Relations Board, the deposit of such agreement with the Department of Labour has also the effect of the deposit contemplated in the Labour Relations Act (R.S.Q., 1941, Chapter 162-A and amendments).

Assistant Sincerely yours,

Donat Quimper
MC. encl.

Deputy Minister.



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, May 13th, 1949.

Mr. H.W.D. Sparks, Manager, Industrial Relations,
Northern Electric Company Limited,
1261, Shearer Street,
Montreal 22.

Dear Sir:-

Enclosed please find a certificate of the deposit made with the Department of Labour on **May 12th, 1949** under Number **1159-A** of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between **Northern Electric Company, Ltd., and Northern Electric Employee Association, Unit #1, (covering employees other than in the Installation Dept.)**

The labour association party to the above mentioned agreement having been certified on **Dec. 11th, 1947** as bargaining agent by the Quebec Labour Relations Board, the deposit of such agreement with the Department of Labour has also the effect of the deposit contemplated in the Labour Relations Act (R.S.Q., 1941, Chapter 162-A and amendments).

Sincerely yours,

Assistant Deputy Minister.

T-1170

Donat Quimper
MC. encl.

H-2a



Loi des Syndicats Professionnels
(S.R.Q., 1941, chapitre 162 et amendements)

Professional Syndicates' Act
(R.S.Q., 1941, Chapter 162 and amendments)

CERTIFICAT DE DÉPÔT D'UNE CONVENTION COLLECTIVE
CERTIFICATE OF DEPOSIT OF A COLLECTIVE AGREEMENT

Numéro ~~1199-A~~
Number

Les présentes établissent que le **deuxième**
It is hereby certified that on the

jour du mois de **mai**
day of the month of

mil neuf cent quarante-**neuf**
nineteen hundred and forty-

le ministère du Travail a reçu de
the Department of Labour has received from

**Mr. H.W.D. Sparks, Manager, Industrial Relations,
Northern Electric Company, Limited**

la convention mentionnée ci-après, laquelle a été déposée sous le numéro **1159-A**
the hereinafter mentioned agreement, which has been deposited under Number

savoir:
to wit:

d'amendement en date du 10 mai 1949

Une convention collective en date du
A collective agreement under date of

intervenue entre: **Northern Electric Company, Limited, and Northern Electric
between: Employee Association, Unit #1 (covering employees other
than in the Installation Department).**

Donné en l'Hôtel du Gouvernement, en la cité de Québec,
Given in the Government House, in the City of Québec,

Seau - Seal

ce **troisième**
this

jour du mois de
day of the month of

mai mil neuf cent quarante-**neuf**
nineteen hundred and forty-

Assistant

Sous-ministre

Assistant Deputy Minister

Reçu 12-5-49

Northern Electric Company

LIMITED

H. Mc D. SPARKS
MANAGER INDUSTRIAL RELATIONS
B. W. CHAVE
PERSONNEL MANAGER
DR. M. G. TOWNSEND
MEDICAL DIRECTOR

POST OFFICE DRAWER 369
TEL. WILBANK 3131
1261 SHEARER STREET
MONTREAL 22, QUE.

DISTRIBUTING HOUSES
HALIFAX MONCTON
MONTREAL QUEBEC
SHIRBROOKE CHICOUTIMI
THREE RIVERS VAL D'OR
OTTAWA TORONTO
LONDON HAMILTON
KIRKLAND LAKE WINDSOR
TIMMINS SUDBURY
KINGSTON PORT ARTHUR
WINNIPEG REGINA
CALGARY EDMONTON
VANCOUVER VERNON
VICTORIA LETHBRIDGE

May 11th, 1949.

Hon. Antonio Barrette, Minister of Labour,
Department of Labour,
Parliament Buildings,
Quebec, Que.

Dear Sir:

Enclosed please find Appendix "C" to the
Collective Agreement between the Northern Electric Company Limited
and the Northern Electric Employee Association "Unit #1 (covering
employees other than in the Installation Department).

The original agreement is deposited under

No. 1159.

Yours very truly

Manager - Industrial Relations

CONVENTIONS COLLECTIVES		
VISA DE	Date	Par
Estampille	✓	200 210
Signatures	✓	
Incorporation	14-2-44	
Reconnaissance	11-12-47	
Numerotage	1159-A	
Formule		

Signature: 10-5-49

COLLECTIVE AGREEMENT between

NORTHERN ELECTRIC COMPANY, LIMITED

and

NORTHERN ELECTRIC EMPLOYEE ASSOCIATION, UNIT #1

APPENDIX "C"

Under Paragraph 2.6 of Appendix "B" it is stated that overtime shall be paid for all time worked on any shift commencing on a Saturday. Whereas the Association has requested, and it is agreed that for 1949 there shall be a shut down of operations on Monday, May 23rd and that a Saturday shall be worked.

AND, it is further agreed:

That employees will work their regular shifts and will be paid their regular pay (overtime will not be paid unless more than 8 hours is worked) for Saturday, May 14th for Shearer Street, and Saturday, May 28th for the Telephone Contract Division.

That the shops will be closed down May 23rd and employees will be on leave of absence without pay.

Provided employees are not absent without pay on Friday, May 20th and/or Wednesday, May 25th, employees will be paid their Statutory Holiday pay for Tuesday, May 24th.

IN WITNESS hereof the parties thereto have executed this Agreement on the 10th day of May 1949, in the City of Montreal, County of Hoshelaga.

FOR NORTHERN ELECTRIC EMPLOYEE ASSOC.

FOR NORTHERN ELECTRIC COMPANY, LIMITED

Joseph D. D'Amico.....
President

Henry S. Sirota.....
Manager - Industrial Relations

Charles J. Egan.....
Vice-President

M. J. Char.....
Personnel Manager

District Representative Dist. #2

George H. Hather.....
Secretary-Treasurer

District Representative Dist. #6

Joseph F. LeBlond.....
District Representative Dist. #1

Wm. H. Briggs.....
District Representative Dist. #5

William S. L. Kent.....
District Representative Dist. #5

E. Brinson.....
District Representative Dist. #8

District Representative Dist. #8



COMMISSION DE RELATIONS OUVRIERES DE LA PROVINCE DE QUEBEC.

LABOUR RELATIONS BOARD OF THE PROVINCE OF QUEBEC

JUGE EUDORE BOIVIN.
PRESIDENT.

PIERRE-A. GOSSELIN.
MEMBRE.

BRUNAY BRAIS.
MEMBRE.

286, RUE ST-JOSEPH,
QUEBEC.

4 EST, RUE NOTRE-DAME
MONTREAL.

A

Québec le 30 juin 1949



Monsieur Gérard Tremblay,
Sous-ministre du Travail,
Hôtel du Gouvernement,
Québec, P.Q.

RE:- Northern Electric Company Limited &
&
Northern Electric Employee Association
(Unit 1, covering employees other than those in
the installation Department).

Monsieur le sous-ministre,

J'accuse réception de votre lettre
du 28 juin 1949, accompagnée pour dépôt
de deux copies certifiées d'une convention de travail,
en date du 18 mars 1949, intervenue entre
les parties ci-dessus mentionnées et déposée au minist-
tère du Travail, le 20 mars 1949
sous le numéro 1159

mp/

Bien à vous,

Le secrétaire,

P. E. Bernier, U.L.L.



49.50
S.1159

MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

QUÉBEC, ce 28 juin 1949.

MEMO destiné à La Commission de Relations ouvrières,
286, rue St-Joseph,
QUÉBEC.

Sujet: Convention collective entre Northern Electric Company Limited & Northern Electric Employee Association (Unit 1, covering employees other than those in the Installation Department).

Monsieur,

Conformément aux prescriptions du deuxième paragraphe de l'article 19-A de la Loi des Relations ouvrières (S.R.Q., chapitre 162-A et amendements), je vous inclus, pour dépôt, deux copies certifiées de cette convention datée du 18 mars 1949 et déposée au ministère du Travail le 29 mars 1949 en exécution de la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements), sous le numéro 1159.

Sincèrement à vous,

L'Assistant-Sous-Ministre

Donat Quimper

H-14



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 9 avril 1949.

MEMO destiné à La Commission de Relations ouvrières,
286, rue St-Joseph,
Québec.

Sujet: Convention collective entre **Northern Electric Co. Ltd.**
and Northern Electric Employee Association, Unit #1, (covering employees other
than those in the Installation Department)

Je vous inclus une copie du certificat constatant le dépôt
de cette convention collective enregistrée au ministère du Travail
en exécution de la Loi des Syndicats professionnels (S.R.Q., 1941,
chapitre 162 et amendements), le 29 mars 1949 sous le numéro
1159.

Sincèrement à vous,

Le sous-ministre

MC. incl.



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, April 9th, 1949.

Mr. George H. Hather, Secretary-Treasurer,
District Representative Dist #6,
Northern Electric Employee Association,
1261, Shearer Street,
Montreal 22.

Dear Sir:-

Enclosed please find a certificate of the deposit made with the Department of Labour on **March 29th, 1949** under Number **1159** of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between **Northern Electric Company Limited and Northern Electric Employee Association, Unit #1, (covering employees other than those in the Installation Department).**

The labour association party to the above mentioned agreement having been certified on **December 11th, 1947** as bargaining agent by the Quebec Labour Relations Board, the deposit of such agreement with the Department of Labour has also the effect of the deposit contemplated in the Labour Relations Act (R.S.Q., 1941, Chapter 162-A and amendments).

Sincerely yours,

Deputy Minister.

Gérard Tremblay
MC. encl.



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, April 9th, 1949.

Mr. H.McD. Sparks, Manager, Industrial Relations,
Northern Electric Company Limited,
1261, Shearer Street,
Montreal 22.

Dear Sir:-

Enclosed please find a certificate of the deposit made with the Department of Labour on **March 29th, 1949** under Number **1159** of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between **Northern Electric Company Limited** and **Northern Electric Employee Association, Unit #1**, (covering employees other than those in the Installation Department).

The labour association party to the above mentioned agreement having been certified on **December 11th, 1947** as bargaining agent by the Quebec Labour Relations Board, the deposit of such agreement with the Department of Labour has also the effect of the deposit contemplated in the Labour Relations Act (R.S.Q., 1941, Chapter 162-A and amendments).

Sincerely yours,

Deputy Minister.

Gérard Tremblay
MC. encl.



Loi des Syndicats Professionnels
(S.R.Q., 1941, chapitre 162 et amendements)

Professional Syndicates Act
(R.S.Q., 1941, Chapter 162 and amendments)

CERTIFICAT DE DÉPÔT D'UNE CONVENTION COLLECTIVE
CERTIFICATE OF DEPOSIT OF A COLLECTIVE AGREEMENT

Numéro **1159**
Number

Les présentes établissent que le **vingt-neuvième**
It is hereby certified that on the

jour du mois de **mars**
day of the month of

mil neuf cent quarante- **neuf**
nineteen hundred and forty-

le ministère du Travail a reçu de
the Department of Labour has received from

**Mr. H. Mc D. Sparks, Manager, Industrial Relations
Northern Electric Company Limited, 1261, Shearer
Street, Montreal 22,**

la convention mentionnée ci-après, laquelle a été déposée sous le numéro **1159**
the hereinafter mentioned agreement, which has been deposited under Number

savoir:
to wit:

Une convention collective en date du **18 mars 1949**
A collective agreement under date of

intervenue entre: **Northern Electric Company, Limited & Northern Electric Employee
Association (Unit #1, covering employees other than those in the
Installation Department). En vigueur pour une année à compter
du 27 février 1949. Renouvellement automatique d'une année.**

Donné en l'Hôtel du Gouvernement, en la cité de Québec,
Given in the Government House, in the City of Quebec,

Seaeu - Seal

ce **neuvième**
this

jour du mois de
day of the month of

avril

mil neuf cent quarante- **neuf**
nineteen hundred and forty-

10.

.....
Sous-ministre

.....
Deputy Minister

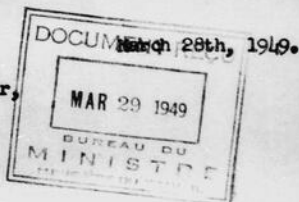
Northern Electric Company

LIMITED

H. Mc D. SPARKS
MANAGER INDUSTRIAL RELATIONS
B. W. CHAVE
PERSONNEL MANAGER
DR. M. G. TOWNSEND
MEDICAL DIRECTOR

POST OFFICE DRAWER 369
TEL. WILBANK 3131
1201 SHEARER STREET
MONTREAL 22, QUE.

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MONTREAL QUEREC
SHREBROOKE CHICOUTIM
THREERIVERS VAL D'OR
OTTAWA TORONTO
LONDON HAMILTON
KIRKLANDLAKE WINDSOR
TIMMINS SUDBURY
KINGSTON PORT ARTHUR
WINNIPEG REGINA
CALGARY EDMONTON
VANCOUVER VERNON
VICTORIA LETHBRIDGE



Mr. Antonio Barrette, Minister of Labour,
Department of Labour,
Parliament Buildings,
Quebec, Que.

Dear Sir:

In accordance with Section 23 of the Professional Syndicates Act (R.S.Q., 1941, Chapter 162 and amendments), I am enclosing herewith copy of an Agreement between the Northern Electric Company, Limited, and Northern Electric Employee Association, Unit #1, which covers employees other than those in the Installation Department.

The Agreement is for a period of one (1) year from March 1st, 1949 to February 28th, 1950, and replaces the Agreement, together with Appendices, for the previous year, which were deposited with the Department and registered under the following: -

Registered under

Agreement between Northern Electric Company Limited and Northern Electric Employee Association - Unit #1 - covering employees other than those in the Installation Department - March 1, 1948 - February 28, 1949.

#722

Appendix "C"

#722-A

Appendix "D"

#722-B

Appendix "E" **CONVENTIONS COLLECTIVES**

#722-C

VISA DE	Date	Yours
Estampille	V	M
Signatures	V	
Incorporation	14-2-44	
Reconnaissance	11-12-47	
Numerotage	1159	
Formule		

very truly,

H. Mc D. Sparks

HMcDS:HD
Encl.

Manager, Industrial Relations.

722 C

COLLECTIVE AGREEMENT

MEMORANDUM OF AGREEMENT made this 18th day of March 1949,
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 in-
corporated 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 the Northern Electric Employee Association was
duly certified under the Labour Relations Act by the
Labour Relations Board of the Province of Quebec on
July 13th, 1945, the Company recognizes Unit #1 of the
Association as the exclusive bargaining agency for all
hourly rated non-supervisory employees in the Province
of Quebec excluding employees of the Telephone Instal-
lation, Electronics Installation Department, and Plant
Security Staff.

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 pro-
mote 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

1. 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

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Et.

ARTICLE III - MANAGEMENT RIGHTS (Cont'd)

claim of discriminatory demotion or transfer, or a claim that an employee 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 given notice of demotion, transfer, discharge or other disciplinary action.

2. All other rights and functions of Management heretofore existing and not specifically modified or changed by this Agreement shall remain with the Company.

ARTICLE IV - NON-DISCRIMINATION

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

2. 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.

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

ARTICLE V - REPRESENTATION

1. The number of "District Representatives" and "Group Representatives" necessary to carry out the provisions of this Agreement on the Company premises shall be as mutually agreed upon from time to time between the Company and the Association, except that the number of "District Representatives" shall not exceed seven (7) and there shall be not more than one "Group Representative" for each group consisting of approximately one hundred (100) employees.

2. 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.

ARTICLE VI - COMPLAINTS AND GRIEVANCES

STEP 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 or department chief, concerned, or if the employee so desires, he may request his

LA. MOC

ARTICLE VI - COMPLAINTS AND GRIEVANCES (Cont'd)

"District Representative" to accompany him. In cases where the employee discusses a question alone with the foreman or department chief, and no satisfactory conclusion is reached, the matter may be presented to the foreman or department chief jointly by the employee and his "District Representative".

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 "District Representative" pursuant to the regular Grievance Procedure.

"District 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.

STEP 2 - If, after following the above procedure, satisfactory adjustment is not obtained, the matter may be presented by the employee and his "District Representative" jointly to the Superintendent of the employee's department.

STEP 3 - Failing satisfactory adjustment by the Departmental Superintendent, the District Representatives of the Division may place the matter before the employee's Division Manager of the Company, his delegate or delegates.

STEP 4 - Matters which are not satisfactorily adjusted through the procedure outlined above may be discussed by a committee of the District Representatives selected by the President of the Association, with the Manager of Industrial Relations of the Company, together with other designated Management representatives.

ARTICLE VII - LAY-OFF

1. The Company agrees to discuss with the "District Representative" or Representatives concerned, any case of alleged hardship or injustice arising out of any lay-off provided that request for such discussion shall be made by the "District Representative" within three working days after the employee has received notice of such lay-off. Request for discussion of these cases shall be made to the employee's Divisional Personnel Superintendent.

Est. AMOZ

ARTICLE VII - LAY-OFF (Cont'd)

2. If, after following the above procedure, satisfaction is not obtained, the matter may be presented by a committee of the District Representatives selected by the President of the Association to the Manager of Industrial Relations of the Company within five working days after the employee has received notice of such lay-off.

ARTICLE VIII - ARBITRATION

1. Should the Company and the Association 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.

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 IX - ASSOCIATION ACTIVITIES DURING WORKING HOURS

1. 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 foreman or the department chief of the Department where they are employed.

2. The Company agrees to pay employees (except those on leave of absence) who are Association representatives, for reasonable time spent in the proper administration of this Agreement, during regular working hours. 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.

3. ABC

ARTICLE IX - ASSOCIATION ACTIVITIES DURING WORKING HOURS (Cont'd)

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

*Mr
G.H.*

ARTICLE X - LIST OF EMPLOYEES

1. 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.

2. The Company agrees to furnish a list of hourly rated employees covered by this Agreement who are transferred from one Department to another Department or from one Division to another Division.

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 or 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, seniority shall be given the fullest consideration.

2. The original continuous service date shall be the first day on which the employee earns pay, provided, however, that in case of any absences without credit for service the original date shall be adjusted by the period or periods corresponding to such absences.

ARTICLE XIII - JOINT PRODUCTION COMMITTEE

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

G.H. Mr

ARTICLE XIV - UNINTERRUPTED PRODUCTION

a. Max Q.H.

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 - RATES OF PAY

1. The Association agrees that the classification of employees within the established labour grades and to the various jobs shall be in accordance with the Job Evaluation System presently in use in the Company.
2. The Rates of Pay for the grade in which the employee is engaged shall be such as is set forth in Appendix "A" hereto annexed and forming part of this Agreement.
3. The Association acknowledges receipt of a copy of the Company's "Hourly Rated Wage Administration Plan".

ARTICLE XVI - INCENTIVE PLAN

1. It is the Company's policy to establish incentive rates wherever practicable, whereby employees thus engaged have an opportunity to earn wages in excess of their hourly rates based on the volume of required quality work produced.
2. The Association acknowledges receipt of a copy of the Company's "Wage Incentive Plan - Rules and Regulations".

ARTICLE XVII - OTHER WORKING CONDITIONS

Hours of work, overtime, off-shift differential, statutory holidays, vacation privileges, minimum compensation, shall be such as is set forth in Appendix "B" hereto annexed and forming part of this Agreement.

ARTICLE XVIII - VALIDITY

1. If for any reason any portion of this Agreement shall be held to be void and unlawful, it shall not affect the validity of the rest of the Agreement.

Q.H. MWC

ARTICLE XVIII - VALIDITY (Cont'd)

2. 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.

ARTICLE XIX - DEDUCTION OF REGULAR DUES

1. An employee shall have the right, by written authority duly signed by him, to authorize the Company to deduct his regular annual Association membership dues from his wages in instalments, and to terminate such authority by appropriate written notice to the Company signed by him and forwarded to the Company.

2. The Company agrees to deduct these instalments from the wages of employees who authorize it to do so for so long as such authority is in effect and to remit the same, on a fiscal monthly basis. As soon as possible after the end of each fiscal month, the Company will remit to the Association the total amount of deductions made.

3. This arrangement for the deduction of regular dues may be cancelled at any time either by the Company or the Association by the giving of sixty (60) days written notice by either party to the other.

ARTICLE XX - MODIFICATION, RENEWAL AND TERMINATION

1. This Agreement shall become effective on the 27th day of February, 1949, 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 appendices 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.

4. In the event of written notice of modification or termination having been given by either party as provided for above

54. MOC

ARTICLE XX - MODIFICATION, RENEWAL AND TERMINATION (Cont'd)

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, or until a new or modified Agreement is completed. The parties hereto shall be obliged to sign an Agreement renewing the terms and conditions of this Agreement during such interim period.

IN WITNESS hereof the parties thereto have executed this Agreement on the 18th day of March 1949, in the City of Montreal, County of Hochelaga.

FOR NORTHERN ELECTRIC EMPLOYEE ASSOC.

FOR NORTHERN ELECTRIC COMPANY, LIMITED

.....
President
District Representative Dist. #2

.....
Manager - Industrial Relations

.....
Vice-President
District Representative Dist. #1

.....
Personnel Manager

.....
Secretary-Treasurer
District Representative Dist. #6

.....
District Representative Dist. #1

.....
District Representative Dist. #5

.....
District Representative Dist. #3

.....
District Representative Dist. #8

APPENDIX "A"

WAGE SCHEDULES - NON-SUPERVISORY HOURLY RATED EMPLOYEESEffective February 25, 1949 - Shearer St. PayrollEffective February 28, 1949 - Montreal Telephone House

Female Grade	Rate Range	Time Incent. Maximum.	Hiring Rate	AUTOMATIC SCHEDULE Inexperienced Employees			PROGRESSION SCHEDULES All Employees				
				M O N T H S From Date of Hiring			M O N T H S After Completion of Automatic Schedules or Receipt of Grade Minimum*				
				3	6	9	3	6	9	12	18
21	.73 - .86	.83	.73	.77	-	-	.80	-	-	-	-
22	.79 - .93	.90	.76	.79	.81	.84	.86	-	-	-	-
23	.87 - 1.02	.99	.79	.82	.85	.88	.92	.95	-	-	-
24	.94 - 1.09	1.06	-	-	-	-	.98	-	1.02	-	-
25	1.02 - 1.18	1.14	-	-	-	-	-	1.06	-	1.10	-
26	1.09 - 1.26	1.22	-	-	-	-	-	1.13	-	1.16	1.18
Male Grade											
22	.79 - .93	.90	.79	.83	-	-	.86	-	-	-	-
23	.87 - 1.02	.99	.85	.88	.92	-	.95	-	-	-	-
24	.94 - 1.09	1.06	.87	.90	.94	-	.98	1.02	-	-	-
25	1.02 - 1.18	1.14	.90	.95	.99	1.03	1.06	1.10	-	-	-
26	1.09 - 1.26	1.22	-	-	-	-	-	1.13	-	1.16	1.18
27	1.16 - 1.35	1.31	-	-	-	-	-	1.19	-	1.22	1.26
28	1.26 - 1.47	1.42	-	-	-	-	-	1.29	-	1.32	1.37
29	1.35 - 1.58	1.53	-	-	-	-	-	1.38	-	1.42	1.47
30	1.43 - 1.69	1.63	-	-	-	-	-	1.48	-	1.52	1.56

The Automatic Schedule provides for advancement of inexperienced employees from the hiring rate to the minimum of the grade, or in the case of lower grades, to a rate between the minimum and the grade rate.

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

Advancement to rates between the grade rate and the maximum of the rate range for day-work employees and the time incentive maximum for time incentive employees for each grade shall be considered annually on a merit basis.

Incentive earnings will be calculated using rates which are \$0.09 per hour less than the rates shown above.

*Information regarding rerating following changes in grade may be obtained from the foreman or equivalent ranking supervisor.

Reason for Reissue: General Wage Increase of \$0.09 per hour.

34. 1102

WORKING CONDITIONS

Both parties agree to the following working conditions relating to hours of work, overtime, off-shift differential, statutory holidays, vacation privileges, and minimum compensation.

1. Hours of Work

1.1 The regular hours of work for all operating divisions shall be 40 hours per week.

1.1.1 The regular shift hours of work shall be as follows:

Regular Shift

8 hours 1 hour lunch.
8 hours 1/2 hour lunch (Lachine)

Multiple Shift Operations

1st Shift - 8 hours 1/2 hour lunch
2nd " - 7-1/2 hours 1/2 hour lunch
3rd " - 7-1/2 hours 1/2 hour lunch

Continuous Processes

1st Shift - 8 hours - no lunch hour
2nd Shift - 8 hours - no lunch hour
3rd Shift - 8 hours - no lunch hour

Night Shift

8 hours 1/2 hour lunch

1.2 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 Association before putting any such changes into effect.

2. Overtime

2.1 Employees on day work jobs shall be paid for overtime:-

- (a) One and one-half times their hourly rate for overtime not exceeding 12 hours on any one shift.
- (b) Twice their hourly rate for hours worked in excess of 12 hours on any one shift.

BY: *MBC*

2. Overtime (Cont'd)

- 2.2 Employees on piece work jobs shall be paid for overtime in addition to the amount paid for piece work:-
- (a) One-half of their hourly rate for overtime not exceeding 12 hours on any one shift.
 - (b) Their hourly rate for all hours worked in excess of 12 hours on any one shift.
- 2.3 The number of straight time hours in any one shift shall not exceed eight (8) hours.
- 2.4 Overtime shall be paid for all time worked in excess of eight (8) hours (not including overtime hours) on any one shift in any 24 hours, Monday to Saturday inclusive.
- 2.5 Overtime shall be paid for all time worked in the 24 hours on Sunday.
- 2.6 Employees whose regular work week is Monday to Friday inclusive shall be paid overtime for all time worked on any shift commencing on a Saturday. Those employees whose regular schedule includes a Saturday shall not be paid overtime on the Saturday but shall be paid overtime on a 6th shift for all time worked on any such 6th shift.
- 2.7 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.

3. Off-Shift Differential

- 3.1 The off-shift differential will be 10¢ per hour or 10% of employee's day work rate for hours worked whichever is greater, and will be paid to employees working on shifts commencing at or after 3:00 P.M.

4. Statutory Holidays

- 4.1 Employees who are not required to work on the undernoted Statutory Holidays will be paid for eight (8) hours (except for part-time employees who will be paid for their normal hours) at day work rate, provided that these holidays are officially observed on a day on which an employee would normally work, and provided that the employee is not absent without pay on the working day preceding and/or the working day following a holiday.

New Year's Day

Good Friday

Empire Day - (or any other Statutory Holiday which is officially substituted by the Federal Government for this day)

84. MSL

4. Statutory Holidays (Cont'd)

St. Jean Baptiste Day
Dominion Day
Labour Day
Thanksgiving Day
Christmas Day

- 4.2 Should an additional Statutory Holiday be declared by the Federal Government and should the Company decide to close down on such day, this will be discussed with the Association.
- 4.3 Employees who work on any of the above Statutory Holidays officially observed on a day on which an employee would normally work, will be paid their holiday pay and, in addition, will be paid at their regular rate for all time worked.
- 4.4 Employees who, because of their regular shift arrangements, work their regular shift on any of the above Statutory Holidays which are officially observed on a day on which an employee would normally not work, will be paid their holiday pay, and, in addition, will be paid at their regular rate for all time worked.
- 4.5 In order to determine Statutory Holiday pay treatment, the day on which a shift starts shall govern all the hours of that shift.
- 4.6 At the beginning of November, 1949, the Company undertakes to discuss with the Association the question of working conditions preceding the Christmas and New Year's holidays.

5. Vacation

5.1 Employees will become eligible for vacation with pay each year based on their continuous service with the Company as of June 30th of the current year, as follows:-

5.1.1 Employees whose continuous service is less than one year will receive vacation on the basis of one-half (1/2) day for each full calendar month of service up to June 30th. The maximum number of one-half days to which an employee may become eligible shall not exceed ten (10).

Pay for employees under this Section shall be computed on the basis of 4 hours, at the employees standard day work rate for each one-half (1/2) day of vacation.

5.1.2 After continuous service of one year but less than 3 years. - 1 week

5.1.3 After continuous service of three years but less than twenty-one years. - 2 weeks

54. *Moz*

5. Vacation (Cont'd)

- 5.1.4 After continuous service of twenty-one years or more. = 3 weeks
- 5.2 Employees who complete 21 years of continuous service 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.
- 5.3 Former employees, except for those covered under the following paragraph, who are re-employed after January 1st of the current year, are not eligible for vacation during the current year.
- 5.3.1 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.
- 5.3.2 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.
- 5.4 Where a Statutory Holiday occurs on a normal working day in the period of an employee's vacation, and the employee has been requested by the Company to take his vacation in that period, an extra day of vacation will be allowed.
- 5.5 The weekly rate of pay for vacation will be computed as follows:-
- 5.5.1 For employees taking their vacation on or after July 1st, the pay shall be based on the employee's average weekly earnings for the ten weeks ending seven weeks prior to the Standard Vacation Period.
- 5.5.2 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 four weeks prior to their vacation period.
- 5.6 The last two weeks that fall completely 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 for vacation under this plan.
- 5.6.1 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 for vacation to work during this period, such employees will take their vacation at such other time as may be arranged.

SH. *MWC*

6. Minimum Compensation

- 6.1 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.
- 6.2 Any employee who reports for work as usual and is sent home because no work is available, shall be paid the equivalent of four hours work at his or her day work rate, providing such lack of work is not caused by machine breakdown, power failure, or any other event beyond the control of the Company.
- 6.3 Any employee called in for annual inventory on Saturday morning will be guaranteed four (4) hours of work.

l.H. *Proz*

MEMORANDUM OF AGREEMENT

BETWEEN :-

NORTHERN ELECTRIC COMPANY, LIMITED

AND

NORTHERN ELECTRIC EMPLOYEE ASSOCIATION

WHEREAS the employees of the Electronics Installation Department have been recognized as covered by the Agreement negotiated for Unit #1 for general conditions, and Unit #2 for wages and certain working conditions, it has now been agreed that they shall be recognized under a separate Agreement and be known as Unit #3.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto that pending the completion of the new Agreement that employees of the Electronics Installation Department shall continue under the Agreement of Unit #1 for general conditions and the Agreement of Unit #2 for wages and certain working conditions.

IN WITNESS hereof the parties thereto have executed this Memorandum of Agreement on the 24th day of March 1949, in the City of Montreal, County of Hochelaga.

FOR NORTHERN ELECTRIC EMPLOYEE ASSOC.

FOR NORTHERN ELECTRIC COMPANY, LIMITED

George H. Gauthier
.....
President
George H. Gauthier
.....
Secretary-Treasurer

Stewart Sparks
.....
Manager - Industrial Relations
B.W. Chase
.....
Personnel Manager