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COLLECTIVE LABOUR AGREEMENT

BETWEEN

MONTREAL AMATEUR ATHLETIC ASSOCIATION  
(hereinafter called the "Association")

PARTY OF THE FIRST PART

AND

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

PARTY OF THE SECOND PART

1. PURPOSE

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

2. TERM: "EMPLOYEES"

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

3. RECOGNITION

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

4. UNION SECURITY

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

5. GRIEVANCE COMMITTEE

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

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

6. GRIEVANCE PROCEDURE

Should any dispute arise between the Association and the Union as to the meaning and application of the provisions of this agreement or should any local trouble of any kind arise in the plant, there shall be no suspension of work on account of such dispute, but an earnest effort shall be made by both parties hereto to settle immediately and without delay such dispute or trouble in respect of which the following grievance machinery is set up:-

- FIR:** The employee concerned may, either alone or accompanied by the shop steward of his department take the matter directly to said department's foreman.
- COND:** If a settlement is not reached within a reasonable time, forty-eight (48) hours, the steward may, either alone or accompanied by the employee affected, take the matter to the manager.
- THIRD:** If a settlement is not reached with the manager within a reasonable time, two (2) weeks, the matter may be discussed between the steward, accompanied by a representative of the National Union of Operating Engineers and the Management of the Association.

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

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

During the term of this agreement, the Association agrees that there shall be no lockout and the Union agrees that there shall be no slowdown, strike or other stoppage of work.

Any employee who engages in a strike, slowdown, or stoppage of work during the life of this agreement shall be subject to disciplinary measures.

#### 7. MANAGEMENT

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

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

#### 8. HOURS OF WORK AND RATES OF PAY

- a) The standard work week will be of fifty-six (56) hours, but the employees will be paid time and a half after forty-eight (48) hours;
- b) For the purpose of this agreement the steam plant in question shall be recognized as a fourth-class plant in accordance with our Quebec Enginemen's Act, with all shift engineers deemed to be the holders of fourth-class stationary enginemen certificates;
- c) Rates shall be as follows: effective as of midnight, March 31st, 1955.

Engineer in charge	\$ .95 per hour
Shift Engineers	.90 per hour.

- d) The Association will maintain its policy of paying \$6.00 extra per shift for work done on the following holidays:

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

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

9. WAGES

It is agreed that the Association and the Union shall, within two (2) weeks after the conclusion of this agreement, get together in order to make a joint application to the Regional War Labour Board for the approval of said settlement.

10. ANNUAL VACATIONS

1. Any employee who has been in the continuous employ of the Association for a period of one year shall be entitled to a maximum vacation of one (1) week, for which he shall receive pay at his regular rate.
2. Any employee who has been in the continuous employ of the Association for a period of two years shall be entitled to a maximum vacation of two (2) weeks for which he shall receive pay at his regular rate.
3. Any employee who has been in the continuous employ of the Association for a period of twenty years shall be entitled to a maximum vacation of three (3) weeks for which he shall receive pay at his regular rate.
4. The time for taking holidays shall be determined by the Association. Employees with greatest seniority will be given first preference.

11. SENIORITY

- a) Insofar as may be practicable, in the reduction, restoration and advancement, plant and departmental seniority shall govern, provided the employees are capable of doing the work.
- b) An employee shall cease to have seniority rights and his employee's status with the Company will be terminated for all purposes if:
  1. He leaves voluntarily
  2. He is discharged.

12. SAFETY AND HEALTH

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

13. BENEFITS

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

14. DURATION OF AGREEMENT

The Agreement shall take effect as of midnight October 31st, 1954 and shall remain in force until midnight October 31st, 1957. It is understood between the parties that the negotiations for the renewal of the Agreement shall start on September 1st, 1957. The present Agreement shall remain in force until the next agreement is duly signed.

15. NOTICE

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

Montreal Amateur Athletic Association,  
2070 Peel Street,  
Montreal 2, Que.

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

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

IN WITNESS WHEREOF THE parties have signed this Agreement at the City of Montreal under date of 23rd July in the year One Thousand Nine Hundred and Fifty-five (1955).

MONTREAL AMATEUR ATHLETIC  
ASSOCIATION

W.A. Beaudin  
[Signature]

NATIONAL UNION OF OPERATING  
ENGINEERS OF CANADA

[Signature]  
H. Allport

BETWEEN:

MONTREAL AMATEUR ATHELETIC ASSOCIATION  
(hereinafter called the Association)

PARTY OF THE FIRST PART

AND:

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

PARTY OF THE SECOND PART

I.- PURPOSE

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

2.- TERM "EMPLOYEES"

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

3.- RECOGNITION

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

4.- UNION SECURITY

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

5. GRIEVANCE COMMITTEE

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

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

6. GRIEVANCE PROCEDURE

Should any dispute arise between the Association and the Union as to the meaning and application of the provisions of this agreement or should any local trouble of any kind arise in the plant, there shall be no suspension of work on account of such dispute, but an earnest effort shall be made by both parties hereto to settle immediately and without delay such dispute or trouble in respect of which the following grievance machinery is set up:-

- FIRST:** The employee concerned may, either alone or accompanied by the shop steward of his department, take the matter directly to said department's foreman.
- SECOND:** If a settlement is not reached within a reasonable time, forty-eight (48) hours, the steward may, either alone or accompanied by the employee affected, take the matter to the manager.
- THIRD:** If a settlement is not reached with the manager within a reasonable time, two (2) weeks, the matter may be discussed between the steward, accompanied by a representative of the National Union of Operating Engineers and the Management of the Association.

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

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

During the term of this agreement, the Association agrees that there shall be no lockout and the Union agrees that there shall be no alowdown, strike or other stoppage of work.

Any employee who engages in a strike, slowdown, or stoppage of work during the life of this agreement shall be subject to disciplinary measures.

7.- MANAGEMENT

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

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

8. HOURS OF WORK AND RATES OF PAY

- a) The standard work week will be of fifty-six (56) hours but the employees will be paid time and a half after forty-eight (48) hours;
- b) For the purpose of this agreement the steam plant in question shall be recognized as a fourth-class plant in accordance with our Quebec Enginemen's Act, with all shift engineers deemed to be the holders of fourth-class stationary enginemen certificates;
- c) Rates shall be as follows:
- |                    |               |
|--------------------|---------------|
| Engineer in charge | 0.93 per hour |
| Shift Engineers    | 0.88 per hour |
- d) The Association will maintain its policy of paying \$5.00 extra per shift for work done on the following holidays:

New Year's Day	Dominion Day
Good Friday	Labour Day
24th of May- or	Thanksgiving
St-John the Baptiste	Christmas Day

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

9.- WAGES

It is agreed that the Association and the Union shall, within two (2) weeks after the conclusion of this agreement, get together in order to make a joint application to the Regional War Labour Board for the approval of said settlement.

10. ANNUAL HOLIDAYS

1. Any employee who has been in the employ of the Association for a period of one year, in any year, shall receive a maximum holiday of one (1) week for which he shall receive pay at his regular rate.
2. After two (2) years continuous service in any year any employee shall receive a maximum holiday of two (2) weeks for which he shall receive pay at his regular rate.
3. The time for taking holidays shall be determined by the Association. Employees with greatest seniority will be given first preference.

11. SENIORITY

- a) Insofar as may be practicable, in the reduction, restoration and advancement, plant and departmental seniority shall govern, provided the employees are capable of doing the work.
- b) An employee shall cease to have seniority rights and his employee's status with the Company will be terminated for all purpose if:
1. He leaves voluntarily
  2. He is discharged.

12. SAFETY AND HEALTH

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

13. BENEFITS

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

14. DURATION OF AGREEMENT

This agreement shall take effect as of midnight October 31st 1952, and shall remain in force until midnight October 31st 1954, and after said date it shall remain in force from year to year unless either party gives notice by writing to the other party within a delay which shall not be more than sixty (60) days nor less than thirty (30) days prior to the expiration of each period, of its intention to terminate the agreement or seek amendments to same, and in the latter case the present agreement shall remain in force until the next agreement is duly signed.

15. NOTICE

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

Montreal Amateur Athletic Association,  
2070 Peel Street,  
Montreal 2, Que.

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

National Union of Operating Engineers of Canada,  
Room 10, Monument National,  
1182 St. Lawrence Blvd.  
Montreal, 18, Que.

IN WITNESS WHEREOF the parties have signed this agreement at the City of Montreal under effective date of November 1st, in the year one thousand nine hundred and fifty-two.

MONTREAL AMATEUR  
ATHLETIC ASSOCIATION

NATIONAL UNION OF OPERATING  
ENGINEERS OF CANADA

(Signed) W.A. Unreadable

P. Dessureault

Unreadable

H. Unreadable

This Amending Agreement dated the First day of November,  
A.D. 1951.

BETWEEN: MONTREAL AMATEUR ATHLETIC ASSOCIATION  
(Hereinafter called "the Association")

OF THE FIRST PART.

and

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

OF THE SECOND PART.-

NOW THEREFORE, this Amending Agreement  
witnesseth and it is hereby agreed by and between the parties  
hereto as follows:-

(1) The Agreement dated October 31st 1946 and  
renewed until October 31st, 1951 with certain amendments  
to Clause 8, is hereby renewed for a further period of  
one year from October 31st 1951 with the exception that  
Clause 8 of the Original Agreement as amended shall be  
further amended by the substitution of the following:

8. Hours of work and Rates of Pay.

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

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

c) Rates shall be as follows:-

Engineer in charge	\$0.90 per hour
Shift Engineers	\$0.85 per hour

d) The Association will maintain its policy of  
paying \$6.00 extra per shift for work done  
on the following holidays: New Years, Good  
Friday 24th of May or (St. John the Baptist)  
Dominion, Labour Thanksgiving, Christmas  
and any other day decreed as a Statutory  
holiday by our Federal Government.

amended  
(2) Clause 8 as amended in Paragraph (1) above, shall be  
effective as of Midnight October 31st 1951.-

11960

All other terms and conditions of the Original Agreement dated October 31st 1946 shall remain in full force and effect during the term of this Amending Agreement.-

IN WITNESS WHEREOF The parties hereto have signed this Amending Agreement.-

MONTREAL AMATEUR ATHLETIC  
ASSOCIATION.

Per W.P. Beher.

J.C. Hunter.  
Witness.

NATIONAL UNION OF OPERATING  
ENGINEERS OF CANADA.

Per P. Dessureault.

H. Albert.  

---

Witness.-

J.C. Hunter.  
Witness.

This Amending Agreement dated the First day of June A.D., 1950

B E T W E E N :

MONTREAL AMATEUR ATHLETIC ASSOCIATION  
(hereinafter called " the ASSOCIATION " )

OF THE FIRST PART:

A N D :

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

OF THE SECOND PART:

NOW, THEREFORE, this Amending Agreement Witnesseth and it is hereby agreed by and between the parties hereto as follows:

(1) The Agreement dated October 31st, 1946, and effective till October 31st 1947 and renewed until October 31st, 1949, under Clause 14 of the Original Agreement is hereby renewed for a further period of one year from October 31st, 1949, with the exception that Clause 8 (D) of the Original Agreement shall be amended by the substitution of the following.

3. Hours of Work and Rates of Pay:

d) Rates shall be paid as follows:

Engineer in charge - \$0.80 per hour

Shift Engineers - \$0.75 per hour

(2) The rates of pay mentioned in paragraph (1) shall be effective as of midnight January 1, 1950.

(3) All other terms and conditions of the original Agreement dated October 31st, 1946, shall remain in full force and effect during the term of this Amending Agreement.

IN WITNESS WHEREOF the parties hereto have signed this Amending Agreement.

MONTREAL AMATEUR ATHLETIC ASSOCIATION

Witness \_\_\_\_\_

Per: W.A. BREWER  
Manager .

NATIONAL UNION OF OPERATING ENGINEERS  
OF CANADA.

Witness \_\_\_\_\_

P. DESSUREAULT

L. ARCHAMBAULT.

WITNESS.

19/1196 b

This Amending Agreement dated the second day of October,  
A.D. 1948.

Between :

THE MONTREAL AMATEUR ATHELETIC ASSOCIATION  
(Hereinafter called "THE ASSOCIATION".

Of the first Part.

and

NATIONAL UNION OF OPERATING ENGINEERS  
OF CANADA.  
(Hereinafter called "THE UNION".

of the Second Part.

Now therefore this Amending Agreement Witnesseth and  
it is hereby agreed by and between the parties hereto as follows :

- (1) The Agreement dated October 31st, 1946 and effective  
till October 31st, 1947, and renewed for a further year until  
October 31st, 1948 under Clause 14 of the original Agreement  
is hereby renewed for a further period of one year from  
October 31st, 1948, with the exception that clause 8 (d) of  
the original Agreement shall be amended by the substitution of  
the following :

8. Hours of Work and Rates of Pay :

a) Rates shall be paid as follows :

Engineer in charge - \$0.75 ¢ per hour

Shift Engineers - 0.70 ¢ per hour

- (2) All other terms and conditions of the original Agreement  
dated October 31st, 1946, shall remain in full force  
and effect during the term of this Amending Agreement.

IN WITNESS WHEREOF the parties hereto have signed this  
Amending Agreement to be effective as of midnight October 31st,  
1948.

W.A. Brewer

THE MONTREAL AMATEUR ATHLETIC ASSOCIATION

THE NATIONAL UNION OF OPERATING ENGINEERS  
OF CANADA.

WITNESSES :

T. Prézeau

P. Dessureault.

19/1196 <sup>2</sup>

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AGREEMENT

Between ; MONTREAL AMATEUR ATHLETIC ASSOCIATION , hereinafter called the "ASSOCIATION".

and NATIONAL UNION OF OPERATING ENGINEERS OF CANADA, hereinafter called the "UNION".

1.- PURPOSE :

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

2.- TERM " EMPLOYEES"

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

3.- RECOGNITION :

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

4.- UNION SECURITY :

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

5.- GRIEVANCE COMMITTEE :

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

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

6.- GRIEVANCE PROCEDURE :

Should any dispute arise between the Association and the Union as to the meaning and application of the Provisions of this Agreement or should any local trouble of any kind arise in the plant, there shall be no suspension of work on account of such dispute, but an earnest effort shall be made by both parties hereto to settle immediately and without delay such dispute or trouble in respect of which the following grievance machinery is set up ;

First; The employee concerned may, either alone or accompanied by the steward of his department, take the matter directly to said department's foreman.

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

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

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

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

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

During the term of this Agreement, the Association agrees that there shall be no lockout and the Union agrees that there shall be no slowdown strike or other stoppage of work.

Any employee who engages in a strike, slowdown or stoppage of work during the life of this Agreement shall be subject to disciplinary measures.

7.-

#### MANAGEMENT

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

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

8.-

#### HOURS OF WORK AND RATES OF PAY :

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

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

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

d) Rates shall be paid as follows ;

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

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

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

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

#### WAGES

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

#### 10. ANNUAL HOLIDAYS

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

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

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

#### 11. SENIORITY

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

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

1.- He leaves voluntarily

2.- He is discharged

#### 12. SAFETY AND HEALTH

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

#### 13. BENEFITS

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

#### 14. DURATION OF AGREEMENT

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

year to year, unless either party gives notice by writing to the other party within a delay which shall not be more than sixty (60) days nor less than thirty (30) days prior to the expiration of each period, of its intention to terminate the Agreement or seek amendments to same, and in the latter case the present Agreement shall remain in force until the next agreement is duly signed.

NOTICE

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

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

And any such notices required to be given to the Union shall be effectively given when mailed to

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

IN WITNESS WHEREOF the parties have signed this Agreement at the City of Montreal under effectife date of

OCT 31 1947. of October in the  
year one Thousand Nine Hundred and Forty- six (1946).

Signature ilisible  
MONTREAL AMATEUR ATHLETIC ASSOCIATION

F. Prézéau  
THE NATIONAL UNION OF OPERATING  
ENGINEERS OF CANADA.

WITNESSES

Signature ilisible

Signature ilisible