

S-1160 NORTHERN ELECTRIC -
(Installation Dept.)

1949-50



COMMISSION DE RELATIONS OUVRIERES DE LA PROVINCE DE QUEBEC.

LABOUR RELATIONS BOARD OF THE PROVINCE OF QUEBEC.

286, RUE ST-JOSEPH,
QUEBEC.7880, RUE HUTCHISON,
MONTREAL.

Québec le 21 juillet 1949



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

RE:- The Northern Electric Company, Limited
&
The Northern Electric Company Employee
Association "Unit 2 (Covering employees
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 7 avril 1949, intervenue entre
les parties ci-dessus mentionnées et déposée au minis-
tère du Travail, le 12 mai 1949
sous le numéro 1160-A

mp/

Bien à vous,

P. E. Bernier
Le secrétaire,

P. E. Bernier, LL.L



49.50
S-1160

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 The Northern Electric Company, Limited, and the Northern Electric Company Employee Association "Unit 2 (covering employees 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 7 avril 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 1160-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 The Northern Electric Co. Ltd
and the Northern Electric Employee Association "Unit #2" (covering employees 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
1160-A.

Sincèrement à vous,

L'Assistant Sous-Ministre.

Donat Quimper
MC. incl.



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, May 13th, 1949.

Mr. George H. Hather, Secretary,
Northern Electric Employee Association,
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 1160-A of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between The Northern Electric Co. Ltd., and the Northern Electric Employee Association "Unit #2" (covering employees in the Installation Department).

The labour association party to the above mentioned agreement having been certified on April, 30th, 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.

Donat Quimper
MC. encl.



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, May 13th, 1949.

Mr. H.W.D. Sparks, Manager, Industrial Relations,
The 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 **1160-A** of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between **The Northern Electric Co. Ltd., and the Northern Electric Employee Association "Unit #2"** (covering employees in the Installation Department).

The labour association party to the above mentioned agreement having been certified on **April, 30th, 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.

Donat Quimper
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 **1160-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 **1160-A**
the hereinafter mentioned agreement, which has been deposited under Number

savoir:
to wit:

d'amendement en date du 7 avril 1949

Une convention collective ~~de~~ du
A collective agreement under date of

intervenue entre **The Northern Electric Company, Limited, and the Northern
between: Electric Company Employee Association "Unit #2" (covering
employees in the Installation Department).**

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

Sceau - Seal

ce **troisième** jour du mois de
this

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

Assistant

Sous-ministre

Assistant

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
1261 SHEARER STREET
MONTREAL 22, QUE.

DISTRIBUTING HOUSES

HALIFAX MONCTON
MONTREAL QUEBEC
SHERBROOKE 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 Lim-
ited and the Northern Electric Employee Association "Unit #2"
(covering employees in the Installation Department).

The original agreement is deposited under

No. 1160.

Yours very truly

H. Mc D. Sparks

Manager - Industrial Relations

CONVENTIONS COLLECTIVES		
VISA DE	Date	Par
Stampille	✓	Me [Signature]
Signatures	✓	
Incorporation	14-2-44	
Reconnaissance	30-4-47	
Numerotage	1160-A	
Formule		

Signature: 7-4-49

COLLECTIVE AGREEMENT between

NORTHERN ELECTRIC COMPANY, LIMITED

and

NORTHERN ELECTRIC EMPLOYEE ASSOCIATION, UNIT #2

APPENDIX "C"

Under Paragraph 2.5 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 Saturday, May 14th 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.

That all jobs 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 7th day of April 1949, in the City of Montreal, County of Hochelaga.

FOR NORTHERN ELECTRIC EMPLOYEE ASSOC.

FOR NORTHERN ELECTRIC COMPANY, LTD.

George H. Hather
.....
President

George H. Hather
.....
Secretary

Blanche J. Cunniff
.....
District Representative
Installation Department

Henry S. Spinks
.....
Manager - Industrial Relations

M. W. Charr
.....
Personnel Manager

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 Employees Association "Unit #2"
(covering employees in the Installation Department).

The original agreement is deposited under
No. 1160.

Yours very truly

H.W. McD. Sparks

Manager- Industrial Relations

1160^a

COLLECTIVE AGREEMENT between

NORTHERN ELECTRIC COMPANY, LIMITED

and

NORTHERN ELECTRIC EMPLOYEE ASSOCIATION, UNIT #2

APPENDIX "C"

Under Paragraph 2.5 of Appendix "B" it is stated that over-time 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 Saturday, May 14 th 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.

That all jobs 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 7th day of April 1949, in the City of Montreal, County of Hochelaga.

FOR NORTHERN ELECTRIC EMPLOYEE ASSOC. FOR NORTHERN ELECTRIC COMPANY, LTD.

GEORGES DUCHARME
President

H. Mc D. SPARKS
Manager - Industrial Relations

GEORGE B. HATHER
Secretary

B. W. CHAVE.
Personnel Manager

CHARLES E. ENO
District Representative
Installation Department



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 2, 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 24 mars 1949, intervenue entre
les parties ci-dessus mentionnées et déposée au minist-
tère du Travail, le 29 mars 1949
sous le numéro 1160

mp/

Bien à vous,

Le secrétaire,

P. E. Bernier, L.L.L



49.50
S. 1160

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 2, (In-
stallation Department.)

Monsieur,

Conformément aux prescriptions du deuxième para-
phe 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 24 mars
1949 et déposée au ministère du Travail le 29
mars 1949 en exécution de la Loi des Syndicats profession-
nels (S.R.Q., 1941, chapitre 162 et amendements), sous le nu-
méro 1160.

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.**
et Northern Electric Employee Association, Unit #2, (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
1160.

Sincèrement à vous,

Le sous-ministre

MC. incl.



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, April 9th, 1949.

Mr. George H. Hather, Secretary,
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 **1160** of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between **Northern Electric Company, Limited, & Northern Electric Employee Association, Unit #2, (Installation Department)**.

The labour association party to the above mentioned agreement having been certified on **April 30th, 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 1160 of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between Northern Electric Company, Limited, & Northern Electric Employee Association, Unit #2, (Installation Department).

The labour association party to the above mentioned agreement having been certified on April 30th, 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 **1160**
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. McD. 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 **1160**
the hereinafter mentioned agreement, which has been deposited under Number

savoir:
to wit:

Une convention collective en date du **24 mars 1949**
A collective agreement under date of

intervenue entre:
between:

**Northern Electric Company, Limited, & Northern Electric
Employee Association, Unit #2, (Installation Department.)
En vigueur pour une année à compter du 1er mars 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,

Sceau - Seal

ce **neuvième** jour du mois de
this day of the month of

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

MC.

.....
Sous-ministre

.....
Deputy Minister

Northern Electric Company

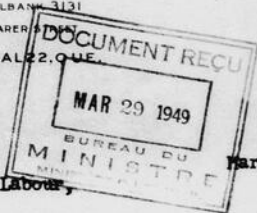
LIMITED

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
1261 SHEARER ST.
MONTREAL 22, Q.U.E.

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OTTAWA TORONTO
LONDON HAMILTON
KIRKLAND LAKE WINDSOR
TIMMINS SUDBURY
KINGSTON PORT ARTHUR
WINNIPEG REGINA
CALGARY EDMONTON
VANCOUVER VERNON
VICTORIA LETHBRIDGE



March 28th, 1949.

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 #2 (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: -

	<u>Registered under</u>
Agreement between Northern Electric Company Limited and Northern Electric Employee Association - Unit #2 (Installation Department) - March 1, 1948 - February 28, 1949.	#721
Appendix "C"	#721-A
Appendix "D"	#721-B
Appendix "E"	#721-C

CONVENTIONS COLLECTIVES *Sours very truly,*

VISA DE	Date	Par
Estampille	✓	<i>H. Mc D. Sparks</i> Manager, Industrial Relations.
Signatures	✓	
Incorporation	14-2-44	
Reconnaissance	30-4-44	
Numerotage	1160	
Formule		

HMcDS:ED
Encl.

721/B

Signature: 24-3-49

COLLECTIVE AGREEMENT

MEMORANDUM OF AGREEMENT made this 24th day of March 1949, BETWEEN:

NORTHERN ELECTRIC COMPANY, LIMITED, a corporation organised 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 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 #2 of the Association as the exclusive bargaining agency for all hourly rated non-supervisory employees in the Telephone Installation Department, whose base point is in the Province of Quebec.

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 operations under methods which will further to the fullest extent possible, the safety, health and welfare of employees, economy of operations, quality and quantity of work, 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 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 six working days after the date the employee is given notice of demotion, transfer, discharge or other disciplinary action.

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ARTICLE III - MANAGEMENT RIGHTS (Cont'd)

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. In order to carry out the provisions of this Agreement there shall be one (1) "District Representative" and not more than one (1) "Group Representative" for approximately one hundred (100) employees. The number of "Group Representatives" shall be as mutually agreed upon from time to time.

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 notify the Company promptly 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 concerned. If the employee so desires he may request his "District Representative" to accompany him, provided that the "District Representative" is available at the job site.

An employee who is unable to personally contact his "District Representative", may, after taking the matter up with his foreman and failing to obtain satisfactory adjustment, submit the question in writing to his "District Representative". The "District Representative" will take up the question with the Division Superintendent.

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ARTICLE VI - COMPLAINTS AND GRIEVANCES (Cont'd)

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 the "District Representative" pursuant to the regular grievance procedure.

The "District Representative" may intercede on behalf of his constituents at any time on matters covered by this Agreement, which in his opinion may affect the employees either as an individual or as a group regardless of whether this 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 "District Representative" shall refer the matter to the Manager - Telephone Division, or his delegate or delegates.

STEP 3 - Matters which are not satisfactorily adjusted through the procedure outlined above shall be reported to the President or Secretary-Treasurer of the Association for action. Where warranted the matter will be taken up with the Manager of Industrial Relations of the Company.

ARTICLE VII - LAY-OFF

1. The Company agrees to discuss with the "District Representative", any case of hardship or alleged injustice arising out of any lay-off provided that request for such discussion shall be made by the "District Representative" within six 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.

2. If, after following the above procedure, satisfaction is not obtained, the matter may be presented by the "District Representative" to the Manager of Industrial Relations of the Company within ten 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 Assoc

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ARTICLE VIII - ARBITRATION (Cont'd)

iation 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 job foreman or Division Superintendent.

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 the employee's hourly rate in effect at the time.

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

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. 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 Secretary of the Association.

SA *MAC*

ARTICLE XIII - 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.

ARTICLE XIV - UNINTERRUPTED WORK

1. During the term of this Agreement and during the period when negotiations for a 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.
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 Classes, A, B & C and to the various jobs shall be in accordance with the established class description in use in the Company.
2. The Rates of Pay for the classification 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 "Wage Administration Plan - Non-supervisory Hourly Rated Employees - Installation Department".

ARTICLE XVI - 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.

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ARTICLE XVII - 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.
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 XVIII - 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 XIX - MODIFICATION, RENEWAL AND TERMINATION

1. This Agreement shall become effective on the 1st day of March, 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.
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ARTICLE XIX - MODIFICATION, RENEWAL AND TERMINATION (Cont'd)

4. In the event of written notice of modification or 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, 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 24th day of March 1949, in the City of Montreal, County of Hochelaga.

FOR NORTHERN ELECTRIC EMPLOYEE ASSOC.

Joseph H.
President
George H. Hather.....
Secretary
Charles J.
District Representative
Installation Department

FOR NORTHERN ELECTRIC COMPANY, LIMITED

Henry
Manager - Industrial Relations
M.
Personnel Manager

WAGE SCHEDULE NON-SUPERVISORY HOURLY RATED EMPLOYEESINSTALLATION DEPARTMENTEASTERN AREA

Effective February 25th, 1949

1. Installation Field Employees:Classifications, Rate Ranges and Progression Schedules:

Class	Rate Range \$ \$	Class Hiring		Progression Schedule in Months												
		Rate	Rate	4	8	12	18	24	30	36	42	48	54	60		
C	0.86-1.14	\$1.04	\$0.86	.92	.98	1.04	-	-	-	-	-	-	-	-	-	-
B	1.10-1.35	1.25	-	-	-	-	1.10	1.15	1.20	1.25	-	-	-	-	-	-
A	1.31-1.61	1.46	-	-	-	-	-	-	-	-	-	1.31	1.36	1.41	1.46	-

Mobility Factor:

The rates set forth in the above schedules include a five cents (\$0.05) per hour mobility factor.

Pay Treatment:

The Progression Schedule provides for advancement from the minimum of the Class Rate Range or Hiring Rate to the Class Rate.

Increases in rates between the Class Rate and the maximum of the class rate range for each classification shall be considered annually on a merit basis.

Information regarding rerating as a result of change in classification may be obtained through reference to the Wage Administration Plan.

Responsibility and In-charge Allowances:

An employee responsible to a Job Supervisor for a portion of a job and having under his guidance a minimum of two installers shall be paid a responsibility allowance of \$0.10 per hour.

An employee responsible to a Job Supervisor and who is sent to a location where there is no other supervisor shall be paid a responsibility allowance of \$0.10 per hour.

An employee "in charge" of a job, reporting directly to a District Supervisor in jurisdiction, or his delegate and where no other supervisor is assigned directly to the job, regardless of whether he handles his own payroll or not, shall be paid an in-charge allowance of \$0.15 per hour.

Should an employee be called upon to work overtime as assigned above, the overtime rate shall be computed on the basis of one and one-half times the sum of his hourly rate and the allowance.

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

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II Installation Toolroom Employees:**Job Titles, Rate Ranges and Progression Schedules:**

Job Title	Job Rate Range	Job Rate	Hiring Rate	Progression Schedule in Months				
				3	6	9	12	18
Bench & Mach. Operator - Tools, Test Sets & Instal. Equipment	.94 - 1.09	1.02	.87	.90	.94	.98	1.02	-
Mechanic - Tools, Test Sets & Instal. Equipment.	1.16 - 1.35	1.26	1.16	-	1.19	-	1.22	1.26

Pay Treatment:

Inexperienced employees are hired at the job hiring rate and rerated at the intervals shown until they reach the maximum of the Progression Schedule.

Applicants who have had previous experience with the Northern Electric Co. Ltd. or elsewhere on a class of work considered as suitable training for the job may be given credit for this experience and started at separate steps in the Progression Schedule above the hiring rate.

All progression rerates shall become effective at the beginning of the payroll week following completion of the specified period of service.

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 progression increase shall be deferred by as many months as the number of such complete calendar months of absence.

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 his 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.

Advancement to rates between the job rate and the maximum of the job rate range shall be considered annually on a merit basis.

Derates for disciplinary reasons are to be made immediately.

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

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WORKING CONDITIONS

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

1. Hours of Work

1.1 The regular hours of work shall be 40 per week.

Regular Shift

= 8 hours 1 hour lunch

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 "District Representative" 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.

2.2 The number of straight time hours in any one shift shall not exceed eight (8) hours.

2.3 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.

2.4 Overtime shall be paid for all time worked in the 24 hours on Sunday.

2.5 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.

2.6 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.

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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 which ever 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)
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 working away from base point shall observe the same Statutory Holidays as those observed by employees working at their base point.
- 4.5 An employee, who is away from his base point, and who is required to work on a Statutory Holiday officially observed by the Company for employees at his base point, will be paid his holiday pay provided he qualified for such payment and, in addition, will be paid at his regular hourly rate for time worked.
- 4.6 An employee who is required to work on a day which is officially observed by the Company as a holiday in the job location but is not observed as a Statutory Holiday for employees at his base point, will be paid at his regular hourly rate for normal hours worked but no extra payment because of the holiday.

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4. Statutory Holidays (Cont'd)

- 4.7 In order to determine Statutory Holiday pay treatment, the day on which a shift starts shall govern all the hours of that shift.
- 4.8 Where conditions do not permit of an employee, away from his base point, working on a holiday which is not officially observed by the Company for employees at his base point, he shall not be entitled to any payment. If possible, the employee will be given an opportunity to make up such lost time by working extra hours at his regular straight time hourly rate during the payroll week in which the local holiday occurs.
- 4.9 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 (21) years. - 2 weeks
- 5.1.4 After continuous service of twenty-one (21) years or more. - 3 weeks
- 5.2 Employees who complete twenty-one (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 twenty-one (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.
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5. Vacation (Cont'd)

- 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 jobs 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.

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 day work rate, providing such lack of work is not caused by any event beyond the control of the Company.

7. Special Working Conditions

- 7.1 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.
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7. Special Working Conditions (Cont'd)

- 7.2 Employees 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. The Company agrees that, wherever possible, reasonable advance notice shall be given to employees who are assigned to work away from base.
- 7.3 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.
- 7.4 When employees are permanently transferred from one base to another at the Company's request, the moving expense will be paid for by the Company.
- 7.5 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.
- 7.5.1 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.
- 7.6 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.
- 7.6.1 At job locations where Board and Lodging Expense is allowed, it will be paid on a Statutory Holiday observed by the Company 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. Installers' Travel Time

8.1 One Day Jobs (Where employee returns to his base before midnight)

Employees will be paid travel time at straight time rates for all time spent travelling on Company business during regular working hours, i.e., 8:00 A.M. to 12 noon and from 1:00 P.M. to 5:00 P.M., and in addition will be paid straight time for actual time occupied waiting for trains and in travelling back to base after 5:00 P.M.

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8. Installers' Travel Time (Cont'd)

8.2 Jobs Over One Day's Duration

8.2.1 Installers will be paid travel time at straight time rates for all time spent travelling during regular working hours, i.e. 8:00 A.M. to 12 noon and from 1:00 P.M. to 5:00 P.M.

8.2.2 For all time spent travelling between the hours of 8:00 A.M. to 12 noon and from 1:00 P.M. to 5:00 P.M. on Saturday and/or Sunday, at the Company's request, the employee shall be paid at his regular day work rate.

9. Trips Home

9.1 Employees working on jobs which are away from their base but not over three hundred (300) rail miles from their base shall be allowed transportation expenses back to their bases or to their home location, whichever is the shorter, after two weeks and at the end of each two subsequent weeks providing the employee is scheduled to be away from base at least one additional week, and that the employee's absence shall not interfere with the job. The expenses paid for shall only be the transportation expenses incurred and shall not exceed return railway fare at coach rates. Advantage shall be taken of excursion rates or week-end return fares on trains and buses where available; however, providing authorization is obtained in advance from the Supervisor, meals and berth may be vouchered where considered mutually advantageous.

9.1.1 Employees returning to base or to their home location, in accordance with the above plan, shall not leave the job on which they are working before regular quitting time on Friday and shall return to the job, ready to work, at the regular starting time on the following Monday. They shall not be granted meal expense during the period of absence and shall satisfy job foreman that trip has been made.

9.2 Employees working on jobs which are 300-500 rail miles from their base shall be allowed transportation expenses back to their base or to their home location whichever is the shorter, after eight (8) weeks, and at the end of each eight (8) subsequent weeks providing the employee is scheduled to be away from base at least one additional four week period and that the employee's absence shall not interfere with the job. The expenses paid for shall be first-class fare, plus pullman, plus meals on train, but no meals shall be paid for the balance of the period of absence. Advantage shall be taken of excursion rates or week-end return fares on trains where available.

9.2.1 Where it is necessary for an installer to leave before regular quitting time on Friday or return late on Monday in order to have as much time home during Saturday and Sunday as possible, leave of absence with pay shall be granted for the minimum time necessary to a maximum of one day for this purpose.

9.3 Employees shall not be required to work at a job location more than 500 miles from their base point for more than six (6) months unless transfer from such a job would interfere with completion of the job.

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