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Illegal Strikes, Laws and Procedures in the Province of Quebec

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I. — FOREWORD

THE right to strike has been recognized in Canada since 1872 and there are numerous laws concerning this subject. In the Province of Quebec, the right to strike is granted in Article 24 of the Labour Relations Act (*R.S.Q.*, 1941, Ch. 162-A).* In the area of federal legislation, this same right is granted in Articles 21 to 24 of the National Labour Act (*R.S.C.*, 1952, Ch. 152). There is, however, a great difference between the federal and provincial legislation concerning the right to strike. While, under federal law, no group of employees or employers is deprived of the right to strike or to lock-out, the provincial law permits strikes for all, with the exception of public services as determined by the legislation and which are enumerated in Article 2, Paragraph D of the Public Services Employees Disputes Act (*R.S.Q.*, 1941, Ch. 169 ; see Appendix I).

TYPES OF STRIKES :

1. *A professional or primary strike* occurs when there is a concerted stoppage of work in order to maintain or improve the working conditions.

2. *A sympathy or secondary strike* occurs when there is a concerted stoppage of work for the only reason of assisting working companions to improve their conditions of work. In such a case the strikers do not have an immediate interest except insofar as their profession is concerned.

3. *A political strike* occurs when there is a concerted stoppage of work for the purposes of obtaining certain political, social, or economic rights or concessions.

According to the conditions required for a strike to be legal, however, it is impossible *legally* to declare a sympathy or political strike (Labour Relations Act, Art. 24).

Before going further, moreover, it might be worthwhile to mention that Article 24 of Labour Relation Act prohibits that type of « strike » or slow-down which would « encourage or support a slackening of work designed to limit production ».

* See Appendix VII for abbreviations.

II. — PREREQUISITES TO THE RIGHT TO STRIKE

Because of the disastrous results which a strike can cause on the economy of an area or even on the whole country, the law grants the right to strike only under certain conditions and restrictions. These conditions are found in Article 24 of the Labour Relations Act.

> « 24. Any strike or lock-out is prohibited so long as an association of employees has not been recognized as representing the group of employees concerned, and so long as such association has not taken the required proceedings for the making of a collective agreement and fourteen days have not elapsed since the receipt by the Minister of Labour of a report of the council of arbitration upon the dispute. Until the above conditions have been fulfilled, an employer shall not change the conditions of employment of his employees without their consent.
>
> « Any strike or lock-out is prohibited for the duration of a collective agreement, until the complaint has been submitted to arbitration in the manner provided in the said agreement or, failing any provision for such purpose, in the manner contemplated by the Quebec Trade Disputes Act (Chap. 167), and until fourteen days have elapsed since the award has been rendered without its having been put into effect.
>
> « Nothing in this section shall prevent an interruption of work which does not constitute a strike or a lock-out. »

III. — STAGES IN THE NEGOTIATION OF A COLLECTIVE LABOUR AGREEMENT

The conditions or stages which must be followed before a strike can be declared are as follows :

A) Negotiations

The first stage is that of negotiations. The two parties meet together and negotiate a Collective Labour Agreement. (Cf : Articles 4 & 11 of the Labour Relations Act). If it is impossible to reach agreement, Article 12 of this same law outlines the procedure to be followed.

B) Conciliation

> *Article 12.* « If the negotiations have been carried on unsuccessfully for 30 days or if each party believes that they will not be completed within a reasonable time, each party may so notify the board, indicating the difficulties encountered. »

The next stage then becomes that of conciliation where a third party intervenes at the request of the Minister of Labour.

Article 13. « Upon receipt of such a notification, the board shall inform the Minister thereof and the latter shall forthwith instruct a conciliation officer to confer with the parties and endeavour to effect and agreement. »

Within the fourteen days following his nomination, the conciliator makes a report to the Minister of Labour and, if he feels that no agreement is forseeable between the parties, the Minister names an arbitration board according to the Quebec Trade Disputes Act (*R.S.Q.*, 1941, Ch. 167).

The conciliator's report in such a case takes the place of the formal request mentionned in this law (cf : Article 14, Labour Relations Act).

C) Formation of Arbitration Board

Article 18 of the Quebec Trade Disputes Act outlines the formation of an arbitration board as follows :

Article 18. « Every Council of Arbitration whose duty it is to take cognizance of a dispute, in virtue of this Act, shall consist of three members, Canadian citizens of full age, appointed by the Minister.

« The Minister shall appoint as member of the council of arbitration the person recommended to him, within the ten days of the request, by the employees party to the dispute and, within the same delay, the person recommended to him by the employer also party to the dispute. The Minister may of his own accord designate and appoint any person to act as member of the council of arbitration when the interested party has not made any recommendation within the prescribed delay.*

« The two members appointed under the preceding paragraph shall, within the five days following their appointment or, if appointed at different dates, within five days from the date of the last appointment recommend to the Minister an impartial and competent person to act as third member and president of the council of arbitration.

« In case of the said two members failing so to do, the Minister shall appoint as member and president an experienced, impartial person not personally connected with or interested in any trade or industry, or likely be reason of his occupation, business vocation, or other influence to be biased in favour of or against employers or employees. (12 Geo. VI, chap. 27, s.3, 1948 ; II Geo. VI, chap. 54, s.1, 1947). »

IV. — ARBITRATION BOARD

A) General

Following the naming of the president of the Arbitration Board, the board should try, if at all possible, to hand down its decision whithin

* It is worthwhile nothing that if the Minister has to name the Members of the Board, due to the two parties not having named their representatives, the Minister in this case is not bound to any time limits. He may name them when he wishes.

three months following the date of nomination of the president. An additional delay may be granted by the Minister but only in the case where it would better serve the interests of justice and the two parties (cf : Art. 25, Quebec Trade Disputes Act).

It should be pointed out that the only power of the Arbitration Board is to oblige people to appear before it. It does not have the power to oblige people to give witness or to reply to questions. The president has all powers of a judge of the Superior Court except to imprison people for contempt of court. It follows, therefore, that an Arbitration Board does not have the authority to oblige a company to show its books (cf : Articles 24 & 27, Quebec Trade Disputes Act). In practice, however, it is preferable that a company show its books to satisfy the Arbitration Board. It is a good policy to appear to have nothing to hide. On the other hand, the law is there and it can always be used if desired.

Following reception of the decision of the Arbitration Board, Article 24 of the Labour Relations Act grants an additional delay of 14 days before a strike is permitted.

B) Non Public Utilities

If the employer is not a public utility a strike or lock-out can legally occur after this 14-day period. All legal procedures have, at this point, been followed. The law makes no mention of post-arbitration negotiation or conciliation but these are frequently used and often with success, to avoid economic disaster.

If the employer is not a public utility and if a grievance occurs during the life of the agreement concerning its application, two possibilities can occur. First, if the collective agreement contains a grievance procedure and if the right to strike is not allowed during the life of the contract, the arbitration decision is binding and a legal strike is impossible. Secondly, if the collective agreement does not limit the right to strike during the life of the contract, the workers could undertake a legal strike after having observed all the procedures and time limits involved in, either the contractual grievance procedure, or Article 24, Paragraph 2 of the Labour Relations Act, i.e., fourteen days after the arbitration award has been handed down.

C) Public Utilities

If the employer is a public utility, the arbitration decision is binding and thus can be put into effect through the intervention of the Board.

Article 4 of the Public Services Employees Dispute Act (*R.S.Q.*, 1941, ch. 169) says in part :

> « The Arbitration award, whether unanimous or by majority may be executed under the authority of a court of competent jurisdiction, at the suit of an interested party or of the Labour Relations Board of the Province of Quebec which shall not be obliged to implead the party for whose benefit it is acting.
>
> « No Arbitration Award establishing conditions of employement shall bind the parties for a period of more than one year. »

Thus, either during the life of a contract or after its termination, all strikes or lock-outs are prohibited in public utilities (as determined by the Province of Quebec). (Cf. : Article 5, Public Services Employees Disputes Act). Appendix I outlines the salient points of this Act determining what is a « public utility ».

V. — ILLEGAL STRIKES — DEFINITIONS

There are four cases where a strike is, in principle, illegal. In other words, when the right to strike is denied or where its occurrence is suspended or subject to certain formalities, any strike which occurs is illegal in principle.

The first case is that in which the employer is a public utility. At all times, in all circumstances, any strike which occurs would be illegal.

The second case is that in which the employer is not a public utility but where the employees have stopped work without meeting all the time-limits and conditions required by Article 24 of the Labour Relations Act.

The third case is that in which the employer is not a public utility and where the employees declare a strike during the life of a contract in which they have agreed to accept as binding all arbitration awards concerning grievances arising from the application of the contract.

The fourth case is that in which the employer is not a public utility and where the employees declare a strike during the life of a contract without following the time-limits and conditions required by Article 24, Paragraph 2, of the Labour Relations Act.

VI. — PROCEDURES TO BE FOLLOWED IN CASE OF AN ILLEGAL STRIKE

A) Contract Provisions

Certain contracts contain a clause such as the following :

> « The union undertakes no strike, general slow-down of work nor concerted stoppage of work shall take place during the life of this Agreement.

Should any such action takes place during the life of this Agreement, the union undertakes, as soon as it has knowledge of such action, to denounce it publicly and urge its immediate cessation by « word of mouth » and through the press, radio and other means of public communication to minimize its duration.

« In the event that a strike, general slow-down of work or concerted stoppage of work should take place during the life of this Agreement, and in the further event that the union should fail, as soon as it has knowledge of such action, to denounce it and urge its immediate cessation in the aforesaid manner, the union shall be liable towards the Company for all damages which the Company may suffer by reason of such action. The amount of such damages shall be determined by arbitration, and the provisions of Section XV (Grievance Procedure) of this Agreement shall apply.

« The Company reserves the right to take any disciplinary action which it deems appropriate against any or all participants in any such action. »

In the case of an illegal stoppage of work the employer should, first of all, request the union to publicly « urge its immediate cessation ». Should the union refuse to do this, the Minister of Labour and the Labour Relations Board should be advised.

B) Notices to Minister of Labour and Labour Relations Board

The second procedure to be followed by the employer in the case of an illegal strike is to advise the Minister of Labour and the Secretary of the Labour Relations Board by letter or telegram. A copy of a proposed notice is attached as Appendix II. This notice should be forwarded as quickly as possible after the work stoppage occurs, stating that the employees, who are members of such-and-such a union, have illegally stopped work. The notice should also request the immediate intervention of the Minister and the Board to stop this illegal action.

In practice this intervention is seldom of much use but it can be used in the future, when requesting the decertification of the union, as a proof of their bad faith.

In some circumstances, the services of the local police might be required by the company to maintain order. When this is required, it is usually done by a letter to the mayor (a proposal for which is attached as Appendix III), who can also request the services of the provincial police if necessary.

C) Decertification of Union

The third step, if required, is for the company to send a request to the Labour Relations Board demanding the revocation of the certification of the Union. There is no set legal form for this request. Mr.

Gérard Vaillancourt, on page 57 of his book *Les Lois ouvrières de la province de Québec* (Montréal, 1957, Wilson & Lafleur, Limitée), cites numerous cases where the Board has decertified a union because they were conducting an illegal strike.

However, mention should also be made of a decision by the Supreme Court which reverses a ruling of the Appeal Court and maintains that of the Superior Court. The Supreme Court, in the case of *L'Alliance des Professeurs catholiques de Montréal* (*S.C.R.*, 1953, vol. 2, page 140), decided that the decertification of the union, because they had declared an illegal strike, was nul and void. In 1954, however, the provincial legislature added Article 5-A to the Public Services Employees Disputes Act, as follows :

> « As from the third of February 1944, on which date the Act to constitute a Labour Relation Board was assented to, an association which orders, declares or encourages, or whose directors order, declare or encourage, or whose members carry out a strike or lock-out prohibited by this act shall forfeit, *ipso facto* and by operation of law, the right to be recognized and to act as the representative of a group of employees or employers, as the case may be, within the meaning of the Labour Relations Act.
>
> « Nevertheless the Labour Relations Board may, subsequently, again recognize such association as the representative of such a group and grant it a certificate accordingly, whenever, for reasons which it deems valid, it deems it advisable to do so (2 Eliz. II, Bill 20, 1954). »

This, therefore, makes the Supreme Court ruling inapplicable for public utilities. This clause does not, however, apply to companies which are not public utilities. For this reason, the ruling could apply in all cases where the employer is not a public utility (cf. : *Les Conflits de droit dans les rapports collectifs du travail*, Mr. L. BEAULIEU, Québec, 1955, Laval University Press, page 302). The legislature did not add this text to the Labour Relations Act and thus the Supreme Court ruling appears valid for non public utilities. (Cf. : BEAULIEU, *ibid.*, pages 303-303).

In support of this theory the following comments by Mr. Justice Rand can be quoted (cf. : *S.C.R.*, 1953, vol. 2, page 140) :

> « Express provision is made for the punishment of every person participating in a violation of any of their terms. *It is a basic rule* that where an Act creates an offense and provides a penalty for it, the latter, in the absence of language indicating a contrary intent, is to be presumed to be the only punishment intended : *Beal's Cardinal Rules of Interpretation*, 3rd Ed., page 483. There is nothing from which the slightest implication can be drawn that other punishment was intended to be permitted by the Board has imposed other punishment compared with which the pecuniary penalties authorized, though substantial, are insignificant. »

D) Injunction

After having requested the decertification of the union through a request to the Board, the employer may also request an injunction. Appendix IV gives a sample for this request.

Mr. Beaulieu, on page 276 of his book mentioned above, has the following comments to make on this subject :

> « The recourse to injunction is available against unions in the case of illegal strikes, illegal picketing during a legal strike, damages to property, the holding of meetings for illegal purposes and other similar circumstances. »

Mr. Justice Marquis gives a definition of the purposes of an injunction in the case of « Noranda Mines Limited *vs* the United Steel Workers of America » (1954, S.C., page 27) :

> « The purpose of an injunction is to prevent the occurrence of acts which could cause irreparable damage and should only be allowed in exceptional cases where there is an emergency and it is the only adequate solution. »

It is not the purpose of an injunction to paralyze all union activities and, for this reason, it should only be granted with due consideration. Mr. J. J. Spector published an interesting study on this subject in the *Bar Review* (1942, page 312) in which he gave six rules concerning labour injunctions which summarize very well the principles and jurisprudence in the labour law.

> « 1. The right to join a trade union, to bargain collectively, to strike and to picket, with their economic implications are primordial rights recognized and protected by law ;
>
> « 2. A Labour Injunction should be issued with the greatest caution as an exceptional measure and only in the light of all the circumstances of the case ;
>
> « 3. The Court must carefully scrutinize all the evidence relating to violence ;
>
> « 4. Before issuing an injunction, the Court must fully investigate the petitioner's motive for seeking the injunction and must likewise find that the conduct of the *petitioner is fair and honest* and free from any taint of fraud or illegality ;
>
> « 5. A Labour Injunction should be the last not the first remedy, and should not be used to substitute or supplement the policeman's baton ;
>
> « 6. When issued, a Labour Injunction should only be directed against illegal conduct and must not be so framed as to paralyse all activity, inherent in the right to organize and to strike ».

Such a provisional measure as an injunction is obtained by a request presented to a judge of the Superior Court and supported by an affidavit

or preferably, several affidavits (See Appendix V for an example of an affidavit). The injunction is obtained against the union itself and all its members. In practice, an employer requests an injunction in the case of an illegal strike where there are criminal acts committed, such as sabotage of the plant, criminal picketing, assaults against employees, etc. It allows the Procureur-General and the Province to intervene in the dispute. For this reason, it is necessary to proceed with caution and after considerable thought when requesting an injunction. The effects are often irreparable.

VII. — PENALTIES AGAINST ILLEGAL STRIKERS

A) General

The Labour Relations Act decrees certain penalties against those who provoke illegal strikes or participate therein. Article 43 points out this :

> « Any person declaring or instigating a strike or lock-out contrary to the provisions of this act, or participating therein, shall be liable in the case of an employer, association or officer or representative of an association, to a fine *of not less than one hundred dollars and not more than one thousand dollars for each day* or part of a day during which such strike or lock-out exists and, in all other cases, to a fine of *ten to fifty dollars* for each such day or part of a day. »

Article 46 continues as follows :

> « The following shall be a party to an offense and liable to the penalty provided in the same manner as the person committing the offence ; any person who aids or abets the commission thereof and, when the offence is committed by a corporation or an association, every director, administrator, manager or officer shall be guilty of the offence who in any manner approves of the act which constitutes the offence or acquiesces therein. »

However, these prosecutions can be undertaken in virtue of this law only with the written authorization of the Labour Relations Board or the consent of the Procureur-General (cf. : Labour Relations Act, Article 49). Appendix VI shows the form necessary to make an application for permission to prosecute.

With this written authorization or permission, the employer can prosecute, under Articles 43 and 46 mentioned above, under the law of convictions of the Province of Quebec (*R.S.Q.*, 1941, ch. 29). The employer lodges a complaint or declaration with a Justice of the Peace who « listens to and weighs » the evidence and, if he is convinced by the proof provided, he charges the guilty party with a summons to appear before the court. For purpose of this law, the term « Justice of the

Peace » includes Sessions Judges, Police Magistrates and District Magistrates (cf. : *R.S.Q.*, 1941 ch. 29).

B) Damages

The employer may also have recourse to claims for damages against the workers when these damages are caused to the plant, either against buildings or machinery. It is certain that acts of violence which damage the plant of the employer, or cause injuries, must be rectified. In these cases the employers definitely have the right to claims for damages before a civil court, either against the union or against the workers, for which they must have the necessary proof.

C) Picketing

Picketing is the major activity during a strike. Whether the strike is legal or illegal this procedure is always followed and often leads the strikers into acts of violence and actions which are frequently irreparable. The strikers at Louiseville and Abestos are two cases in point.

The *Encyclopædia Britannica* defines peaceful or legal picketing as

> « The practice adopted by employees engaged in a labour dispute which consists of placing men around the plant of the recalcitrant employer for the purpose of obtaining or procuring information on the dispute. »

(The reader might wish to compare this with Section 366 of the *Criminal Code* below).

It has been pointed out that the right to strike is recognized as well as the right to picket but, in practice, one seldom sees peaceful picketing. More frequently, picketing carried out by strikers is criminal and, consequently, the criminal law can be used to punish those who are guilty.

Article 366 of the new *Criminal Code* gives the criteria on which to decide whether picketing is criminal or peaceful :

> « **366.** 1. *Intimidation :* Every one who, wrongfully and without lawful authority, for the purpose of compelling another person to abstain from doing anything that he has a lawful right to do, or to do anything that he has a lawful right to abstain from doing,
>
> « *a*) *By violence* — uses violence or threats of violence to that person or to his wife or children, or injures his property,
>
> « *b*) *By threats* — intimidates or attemps to intimidate that person or a relative of that person by threats that, in Canada or elsewhere, violence or other injury will be done to or punishment inflected upon him or a relative of his, or that the property of any of them will be damaged,
>
> « *c*) *By following* — persistently follows that person about from place to place,

« *d*) *By hiding property* — hides any tools, clothes or other property owned or used by that person, or deprives him of them or hinders him in the use of them,

« *e*) *By disorderly conduct* — with one or more other persons follows that person, in a disorderly manner, on a highway,

« *f*) *By watching or besetting* — blocks or obstructs a highway, is guilty of an offence punishable on summary conviction.

2. *Exception :* A person who attends at or near or approches a dwelling house or place, for the purpose only of obtaining or communicating information, does not watch, or beset within the meaning of this section. »

The law permits the workers to get together to stop work but, at the same time, those who wish to continue working are free to do so (these are normally called strike breakers). The employer, in such a case, is free to keep his plant running with non-strikers or to hire outsiders and, in either case, the strikers must respect the law or become susceptible to charges for damages whether there is an injunction or not.

VIII. — STATUS OF CONTRACT DURING AN ILLEGAL STRIKE

The federal law (*National Labour Code*, Art. 2) states formally that a labour contract is not cancelled simply because of a strike :

« No person shall cease being an employee whithin the meaning of this act be reason only of his ceasing to work as the result of a lock-out or a strike or by reason only of dismissal contrary to this act. »

The provincial law is not as definite on this point but the theory of suspension rather than cancellation is generally accepted because it is more judicious. Since the right to strike is expressly recognized in the labor laws it would be illogical, from the point of view of the writer, to believe that a right granted by the legislature could have, as an automatic civil penalty, the definite cancellation of a labour contract between the employer and his employee. When the workers declare a strike, it does not necessarily mean that they wish to break their labour contract. A strike is, for them, a means of applying economic pressure on the employer in order to ammend the labour contract with better conditions of work.

Thus, illegal strikes are those which fall under Articles 366 of the new *Criminal Code* or those which are forbidden by the laws governing contract negotiation, namely Articles 21 and 22 of the *National Labour Code* and Article 24 of the Labour Relations Act (Province of Quebec). Illegal strikes are also those which are forbidden in public utilities at all times in virtue of Article 5 of the Public Services Employees Disputes Act. (Province of Québec).

We do not believe that in the case of strikes which are illegal in principle that the strike, itself, automatically breaks the employees' contract of work when they have not personnally committed any illegal acts. The strike is a collective action ; the illegality in such cases is also collective, and not individual (cf. : BEAULIEU, *ibid.*, page 461).

André BLANCHET, B.A., LL.L.

APPENDIX I

Extract from Public Services Employees Disputes

« **2.** — *d*) « Public Services » means :

« 1. Municipal and school corporations ;

« 2. Public charitable institution within the meaning of the Quebec Public Charities Act (Chap. 187) ;

« 3. Insane asylums ;

« 4. The following businesses : the transmission of messages by telephone or telegraph, transportation, railways, tramways or navigation, or the production, transmission, distribution or sale of gas, water or electricity, — excepting railways under the jurisdiction of the Parliament of Canada ;

« 5. The services of the Government of the Province, but only as regards the functionaries and workmen contemplated by the Civil Service Act (Chap. 11), and subject to the provisions of the said act. »

APPENDIX II

Notice to Minister of Labour and Labour Relations Board

We, (*name of employer*), wish to inform your that our employees, (*members of such-and-such a union*) have illegally stopped work on (*date*) at (*hour*).

(*Outline next the reasons why the strike is illegal from the point of view of your contract and the status of your negotiations*).

Would you kindly intervene as quickly as possible to stop this illegal work stoppage.

.....
signature

N. B. — This notice should be sent as quickly as possible after the illegal strike starts.

APPENDIX III

Letter to Mayor

Our employees have illegally stopped work and, due to the possibility of trouble, we would like to request the protection of our plant and personnel by your municipal police force.

.....
signature

LES CAHIERS DE DROIT, Québec.

APPENDIX IV

Sample Request for Provisional Injunction *

A.B. ..... *(complete name of company)*
Petitioner

vs

C.D. .....
Respondent

and

E.F., G.H. .....
Mis-en-cause

1. A collective labour agreement dated July 18th, 1955, binds the two-parties in dispute. This agreement should remain in force until July 17th, 1958 ;

2. This agreement *(attached as exhibit P-1)* stipulates that the two parties agree, under penalty of damages, to declare neither a strike nor a lock-out ;

3. Moreover, the two parties in dispute have agreed in advance to accept as binding all arbitration awards for grievances concerning the application of this agreement ;

4. A dispute arose between the parties on September 15th, 1956, and was subsequently submitted to arbitration following the terms of the agreement. The arbitration award was in favour of the petitioner ;

5. The respondent did not accept the arbitration award and the employees stopped work on December 20th, 1956, contrary to the terms of the agreement ;

6. If work is not started immediately, it will result in serious and irreparable consequences for the petitioner ;

7. This is a case of extreme urgency ;

8. The petitioner offers to provide a guarantee as per the law ;

BY THESE REASONS, MAY IT PLEASE YOU ;

1. By immediate provisional injunction, to order the respondent and its members, under penalty of law, to recommence their work without further delay ;

2. To fix the guarantee which the petitioner should provide beforehand ;

3. To condemn the respondent for costs ;

4. And to preserve all appeals of the petitioner.

.....
Lawyer for Petitioner

(include as many sworn statements as possible)

NOTE : On the injunction, mention must be made of the order of the judge fixing the amount of the guarantee and a notorized certificate attesting to its payment must be attached.

---

* It is recommended that this form be drawn up by a lawyer.

APPENDIX V

Sample Affidavit

I, the undersigned, (*name*) employer, living at (*address*) having duly sworn on the Holy Gospels, state and declare that :

1. I am the petitioner in the present case ;
2. The facts contained in the above request are true, and I have signed,

.....
signature

Sworn before me, at Isle Maligne
October 19th, 1940.

.....
signature

APPENDIX VI

Application for Consent to Prosecute

CANADA
PROVINCE OF QUÉBEC }

LABOUR RELATIONS BOARD OF THE PROVINCE OF QUÉBEC

Petitioner,

vs

Respondent,

and
(*if any*)

Mis-en cause

APPLICATION TO OBTAIN CONSENT TO PROSECUTE

The humble petition of.....respectfully submits :

1. (*Be explicit in giving the facts justifying this petition*)
2. .....
3. .....

FOR THESE REASONS, MAY IT PLEASE YOUR BOARD :

1. To authorize the Petitioner to prosecute the Respondent for an offense under the Labour Relations Act, namely : (*specify nature of offense, reference sections 42, 43, 44, 45, 46 and 47*).
2. (*Other relevant statements — if any*).

(*enclose affidavits in support of the petition*).

APPENDIX VII

Abbreviations

1. *R.S.Q.* *Revised Statutes of Québec.*
2. *R.S.C.* *Revised Statutes of Canada.*
3. S.C.R. Supreme Court Reports.
4. S.C. Superior Court.