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LE SYNDICAT CATHOLIQUE DES EMPLOYES DE MAGASINS DE QUEBEC INC. (*Plaintiff*) ..... APPELLANT;

AND

LA COMPAGNIE PAQUET LTEE. (*Defendant*) ..... RESPONDENT.

ON APPEAL FROM THE COURT OF QUEEN'S BENCH, APPEAL SIDE, PROVINCE OF QUEBEC

Labour—Collective agreement—"Rand Formula"—Whether compulsory check-off clause a "condition de travail"—Whether valid in the Province of Quebec—The Labour Relations Act, R.S.Q. 1941, c. 162A, as amended—The Professional Syndicates' Act, R.S.Q. 1941, c. 162, as amended—Articles 1028, 1701 of the Civil Code.

A clause in a collective bargaining agreement between an employer and a union certified as a bargaining agent whereby the employer is to withhold from the wages of all his employees, whether union members or not, a sum equal to the union dues fixed by the union for its members, and to remit the same to the union, is valid and binding in the Province of Quebec (Taschereau, Locke and Fauteux JJ., *contra.*)

The plaintiff, a labour union incorporated under the *Professional Syndicates' Act* and duly certified as a bargaining agent under the *Labour Relations Act,* sued the defendant to recover certain sums of money which had been withheld by the latter from the wages of a number of non-union employees and which had not been remitted to the union as provided for under a check-off clause in the collective bargaining agreement between the parties. The defendant alleged that it had deposited the money in a special bank account because these employees had objected to the withholding; and further pleaded that the check-off clause was null as being unlawful. The trial judge dismissed the action and held the check-off clause to be null and void since it could not be considered as a "condition de travail". This judgment was affirmed by the Court of Appeal.

*PRESENT: Kerwin C.J. and Taschereau, Locke, Cartwright, Fauteux, Abbott and Judson JJ.

Held (Taschereau, Locke and Fauteux JJ. dissenting): The plaintiff union was entitled to recover the sum withheld from the non-union members and not remitted to the union.

Per Kerwin C.J. and Cartwright, Abbott and Judson JJ.: The compulsory check-off clause here in question was a "condition de travail" within the meaning of the Quebec legislation. There was nothing in the legislation to justify the subdivision made by the trial judge into conditions "en soi", which did not need the assent of the employees, and conditions "conventionnelles", requiring such assent. Once the union and the employer agreed upon the clause, it became as much regulatory of the employer-employee relationship as any other clause in the agreement. Being a regulation of the contract of labour to that extent, it could not be rejected as being something outside the scope of the Act. The test must be its real connection with the contract of labour, and assent or non-assent of the individual member of the unit was immaterial.

By virtue of its incorporation and certification, the union negotiates as the compulsory statutory representative of the whole group of employees whether members of the union or not. This leaves no room for private negotiation between the employer and employee on the matters covered in the agreement. The agreement tells the employer on what terms he must conduct his master and servant relations. As to the employees, they are put to their election either to accept the terms or seek other employment.

The compulsory check-off was not prohibited by any law. Section 17 of the *Professional Syndicates' Act,* which limits the right of the union to three months' dues from a member who resigns, did not affect the non-union employees. It did not affect the right of the union and the employer to contract for a compulsory check-off as a condition of employment.

There was nothing in the legislation which disclosed any intention to make the law of mandate applicable to the situation contemplated by the Act. The status conferred upon the union resulted from the legislation and not from a contractual relation of mandate.

Per Taschereau and Locke JJ., *dissenting*: The withholding by the employer for remittance to the union of part of the salary of an employee objecting to such withholding was not a "condition de travail" within the meaning of the legislation. It related only to the financial administration of the union and had no relation to the conditions under which an employee must or must not work. Such a clause was not included within the restricted limits of s. 2(*e*) of the *Labour Relations Act* or s. 21 of the *Professional Sydicates' Act.* The objecting employees could be bound only by the conditions envisaged by the legislation.

It seemed indisputable that the Legislature never had the intention of considering the compulsory check-off as a "condition de travail". The check-off made its appearance in Quebec a long time after the enactment of the Quebec legislation and could bind the parties only by consent.

The plaintiff union could not rely upon the provisions of arts. 1028 and 1029 of the *Civil Code.*

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Per Fauteux J., *dissenting*: The clause was not a "condition de travail" within the meaning of the legislation, and hence could not be the object of a collective agreement and must be held invalid.

APPEAL from a judgment of the Court of Queen's Bench, Appeal Side, Province of Quebec[1], affirming a judgment of Choquette J. Appeal allowed, Taschereau, Locke and Fauteux JJ. dissenting.

L. P. Pigeon, Q.C., and *Roger Thibaudeau*, for the plaintiff, appellant.

J. M. Guérard, Q.C., and *J. H. Gagné, Q.C.*, for the defendant, respondent.

The judgment of Kerwin C. J. and Cartwright, Abbott and Judson JJ. was delivered by

JUDSON J.:—The judgment under appeal[1] holds that a certain clause in the collective bargaining agreement made between the appellant and the respondent is null and void. The clause in full is as follows:

> The employer shall withhold from the wages of each regular employee covered by this agreement a sum equal to the union dues fixed by the Syndicate for its members and shall within the first ten days of the ensuing month remit the amount so withheld to the Syndicate's authorized representative.

The object of the clause is well-known and obvious. It is to throw upon all employees, whether members of the union or not, equal responsibility for the financial upkeep of the union on the theory that the gains achieved by the union on behalf of all employees must, at least to the extent of financial support, be paid for by all. For the union the advantages and convenience of a compulsory check-off are equally obvious.

The appellant is a labour union incorporated under the *Professional Syndicates' Act*, R.S.Q. 1941, c. 162. It was duly certified as a bargaining agent under the *Labour Relations Act*, R.S.Q. 1941, c. 162A, by decisions of the Quebec Labour Relations Board dated December 6, 1950, and May 20, 1954. The collective agreement, which contains the impugned clause, is dated March 24, 1955. It was made between the appellant and the respondent following a strike of the respondent's employees. Immediately after the signing of the agreement all the employees were

[1] [1958] Que. Q.B. 275.

notified in writing of the existence of the clause by a circular prepared by the union but distributed by the company. With the week ending April 9, 1955, the company began to deduct fifty cents per week from the wages of all employees whether members of the union or not. Shortly afterwards, on April 22, 1955, a number of employees, who were almost all non-members of the union, expressed their dissent by signing the following document:

> I, the undersigned, hereby declare that I do not authorize the Compagnie Paquet Limitée to withhold from my weekly wages the sum of $0.50 by application of the "Rand formula" from this date to the end of the present contract.

Ultimately, 254 out of 607 employees covered by the agreement expressed this dissent. Of the remainder, 230 union members authorized the deduction and 123 employees gave no authorization but made no objection. The company nevertheless continued to withhold the fifty cents per week from all employees but instead of remitting the amounts collected from the 254 dissenting employees, deposited this money in a special bank account and notified the union of its action. After intermediate negotiations and proceedings under the agreement, which are of no significance in the determination of this matter, the union began this action in the Superior Court to claim from the company the amount collected. The Superior Court held that this compulsory check-off was null and void. This judgment was affirmed by the unanimous decision of the Court of Queen's Bench[1]. The union now appeals to this Court.

The main reason given for the rejection of the clause was that it was not a "condition de travail" within the meaning of the *Professional Syndicates' Act* and the *Labour Relations Act* and that consequently, it was outside the scope of the contracting power of the union and company when they made their collective labour agreement. I therefore turn immediately to an examination of the relevant provisions of these two enactments. The *Professional Syndicates' Act,* enacted in 1924, authorizes the incorporation of these associations and provides for the negotiation of collective labour agreements, which agreements are enforceable contracts. "Any agreement respecting the conditions of labour (les conditions du travail) not prohibited by law may form the object of a collective

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labour agreement" (s. 21). It is apparent that a collective agreement may be of wide scope. There are only two limiting factors. The terms of this agreement must relate to conditions of labour (conditions du travail) and must not be prohibited by law.

This Act did not provide for compulsory collective bargaining. This came with the *Labour Relations Act* in 1944, which compelled an employer to recognize as the collective representative of his employee "the representatives of any association comprising the absolute majority of his said employees and to negotiate with them, in good faith, a collective labour agreement" (s. 4). "Collective Agreement" is defined as

> Any arrangement respecting conditions of employment (conditions de travail) entered into between persons acting for one or more associations of employees, and an employer or several employers or persons acting for one or more associations of employers. (s. 2(e))

Section 19(a) provides that the Act applies "to a collective agreement entered into under the *Professional Syndicates' Act*...."

The *Professional Syndicates' Act* was enabling only, not compulsory, and the right of representation of the syndicate was confined to its members. Theoretically it was possible to have a collective agreement under this Act which left untouched the position of employees who were not members of the syndicate. The change made by the *Labour Relations Act* in 1944 was profound. The collective representative with the necessary majority acquired the right of representation for all the employees, whether members or not, and the employer became obligated to negotiate in good faith with that collective representative. Failure to agree might result in conciliation proceedings and eventually in the appointment of a council of arbitration.

The legal problem under consideration in this litigation has to be determined with this compulsory aspect of the legislation in mind. Nowhere do the two Acts attempt to define "conditions de travail", "conditions of labour" or "conditions of employment". The differences in phraseology between the French and English versions of the two Acts leap to the eye but the reasons of the learned trial judge and of the Court of Queen's Bench, rightly, in my respectful opinion, decline to make these differences a governing

factor in their decisions. Whatever the phrase may be, "conditions de travail", "conditions of labour" or "conditions of employment", all three deal with the same general concept and in one language the terminology is uniform.

Why has the impugned clause been rejected as a "condition de travail" and consequently as being beyond the proper scope of a collective agreement? The learned trial judge subdivided "conditions de travail" into two classes, "conditions de travail en soi" and "conditions de travail conventionnelles" and in doing so doubtless accepted the suggestion put forward in Beaulieu, Les Conflits de Droit dans les Rapports Collectifs du Travail. The first type of condition, he held, was a true "condition de travail" and could be inserted in a collective agreement without the individual assent of the employees, and the second, in his opinion, required such assent. The ratio of his judgment on this point is expressed in the following extract from his reasons:

qu'il y a lieu, en effet, de distinguer entre conditions de travail *en soi,* ou clauses normatives des conditions de travail, et conditions de travail *conventionnelles* stipulées en marge des premières (Me M. L. Beaulieu, Conflits de droit dans les rapports collectifs du travail, pp. 360, 366, 368, 370); que seules les premières peuvent faire l'objet d'une convention collective, sans qu'il soit nécessaire d'obtenir l'assentiment individuel des employés représentés; que les secondes, au contraire, exigent cet assentiment;

I can find nothing in this legislation which would justify this subdivision nor any guide for the doing of it. It is obvious that one may have a collective agreement which is satisfactory to the parties without this clause. When, however, the parties have agreed upon it, it is to me just as much regulatory of the employer-employee relationship as any other clause in the agreement. It is directly concerned with the right to hire and the right to retain employment, for without accepting this term a person cannot be hired, or, if he is already an employee, cannot retain his employment. If it is a regulation of the contract of labour to this extent, and it clearly is, how can it be rejected as being something outside the authorization of the Act? A term either is or is not a "condition de travail". The test must be its real connection with the contract of labour, and

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assent or absence of assent of the individual member of the bargaining unit seem to me to be matters that have no relevancy in the determination of the question.

In the Court of Queen's Bench[1] the clause was variously described as being solely in the interest of the union at the expense of the employees; as being directed against the freedom of the employer in his hiring of employees, and as being in no way concerned with the work of the employee. Consequently, it was rejected as a "condition de travail". I cannot accept this characterization of the clause. It is easy to see its convenience and advantage to the union. Nevertheless, the union is negotiating as the compulsory statutory representative of the whole group of employees—whether members of the union or not. How can one validly infer that a compulsory check-off clause is not a necessary incident of employer-employee relations or is not the proper concern of those who are negotiating about these relations? It is not an assumption that would be made by one of the parties. The other party that now attacks the clause signed the agreement. The clause is one that has been used in collective agreements for some considerable time. This, in itself, is some indication that it has been found useful to and is accepted as desirable by those who are the interested parties in these agreements and I have already indicated that in my opinion, it is directly concerned with the regulation of employer-employee relations. This, I think, prevents any judicial inference that it is outside the scope of the collective agreement as not being a "condition de travail".

The union is, by virtue of its incorporation under the *Professional Syndicates' Act* and its certification under the *Labour Relations Act,* the representative of all the employees in the unit for the purpose of negotiating the labour agreement. There is no room left for private negotiation between employer and employee. Certainly to the extent of the matters covered by the collective agreement, freedom of contract between master and individual servant is abrogated. The collective agreement tells the employer on what terms he must in the future conduct his master and servant relations. When this collective agreement was made, it then became the duty of the employer to modify

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his contracts of employment in accordance with its terms so far as the inclusion of those terms is authorized by the governing statutes. The terms of employment are defined for all employees, and whether or not they are members of the union, they are identical for all. How did this compulsory check-off of the equivalent of union dues become a term of the individual employee's contract of employment? They were told by the notice that in future this deduction would be a term of their contract of employment. They were put to their election at this point either to accept the new term or seek other employment. They made their election by continuing to work and the deductions were actually made. It is admitted that all these employees were employees at will and no question arises as to the right of the employer to make or impose new contracts or of the length of notice that may be required to bring this about. It was not within the power of the employee to insist on retaining his employment on his own terms, or on any terms other than those lawfully inserted in the collective agreement.

I now turn to the question whether the compulsory withholding is prohibited by law. The learned trial judge stated that it was clearly unlawful against non-union members on the ground that it infringed s. 17 of the *Professional Syndicates' Act*. The Act authorizes the imposition of an annual assessment upon the members. Section 17 provides:

> 17. The members of a professional syndicate may resign voluntarily, without prejudice to the syndicate's right to claim the assessment for the three months following such resignation.
>
> They shall not be personnally liable for the debts of the syndicate.
>
> The syndicate shall not claim from a member ceasing to adhere thereto the assessment of more than three months.

How does this make the collection of the equivalent of union dues from non-members unlawful? It deals only with the position of members and limits the right of the syndicate to three months' dues from a member who resigns. If this section were not in the Act, it would be possible, by by-law, to compel payment of dues for a longer period even after resignation. The non-union employee is not affected in any way by this section. As long as he retains his employment he is subjected to a compulsory check-off of the equivalent of union dues but if he resigns his employment, as he is free to do at any time, he pays no more. The only

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effect of s. 17 is to limit the right of the union to collect dues from its members after their resignation. It does not affect the right of the parties to contract for a compulsory check-off as a condition of employment.

Next, it is said both in the reasons of the learned trial judge and in certain of the reasons of the Court of Queen's Bench that by virtue of the provisions of ss. 4 and 9 of the *Labour Relations Act* the union became a mandatary of the members of the bargaining unit and that this precluded it from inserting a term in the collective agreement in its own interest. Section 4, which I have already referred to, deals with the compulsory recognition of a union comprising the absolute majority of the employees, and s. 9 states that "The Board shall issue, to every recognized association, a certificate specifying the group which it is entitled to represent." There is nothing in the legislation which discloses any intention to make the law of mandate applicable to the situation contemplated by the Act. There is only a legislative recognition and certification of a union as the collective representative of the employees, provided the union comprises the absolute majority of the employees. When this situation arises the employer must negotiate and contract with the collective representative and the collective representative represents all employees, whether union members or not, not because of a contractual relation of mandate between employees and union but because of a status conferred upon the union by the legislation.

If the relation between employee and union were that of mandator and mandatary, the result would be that a collective agreement would be the equivalent of a bundle of individual contracts between employer and employee negotiated by the union as agent for the employees. This seems to me to be a complete misapprehension of the nature of the juridical relation involved in the collective agreement. The union contracts not as agent or mandatary but as an independent contracting party and the contract it makes with the employer binds the employer to regulate his master and servant relations according to the agreed terms.

Planiol and Ripert Droit Civil (1932) vol. 11, no. 882, in discussing the nature of the collective agreement, defined by the law of France in terms indistinguishable from those of the Quebec legislation under consideration here, reject the legal theory of mandate in this situation in these words:

> C'est ainsi qu'on ne peut l'expliquer par un *mandat* que l'ouvrier donnerait au syndicat de fixer les conditions du travail dans un accord passé à son profit avec le patron, l'adhésion au syndicat ne permettant pas de supposer l'existence de ce mandat.

The learned authors in their second edition (1954) vol. 11, no. 881, adhere to this opinion:

> Dès cette époque il apparaissait cependant que la convention collective n'était pas destinée à créer directement entre les employeurs et les salariés des relations de travail, mais à préciser les conditions auxquelles les contrats individuels devaient être conclus.

Durand and Jussand, Traité de droit du travail, t. 1, no. 106, p. 130, are of the same opinion.

What the learned authors have to say about the impossibility of explaining the collective agreements by the theory of mandate as far as union members are concerned seems to me to apply with all the more force to non-union employees, whose only connection with the collective representative is by virtue of the *Labour Relations Act.* Apart from the judgment under appeal, we were referred to no authority to justify the application of the doctrine to the novel situation contemplated by the *Labour Relations Act.* The collective agreement is a recent development in our law and has a character all of its own. To attempt to engraft upon it the concepts embodied in the law of mandate, would, in my opinion, effectively frustrate the whole operation of the Act.

My conclusion therefore is that the clause under consideration is a "condition de travail" within the meaning of the Quebec legislation and that it is not prohibited by any law. I would allow the appeal and declare the clause valid and binding and enter judgment for the appellant for the sums withheld from the 254 employees and not remitted to the appellant. The appellant is entitled to its costs throughout.

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The judgment of Taschereau and Locke JJ. was delivered by

TASCHEREAU J. (*dissenting*):—Il est inutile de relater de nouveau tous les faits de cette cause, qui l'ont été déjà par mon collègue M. le Juge Judson. Il me suffira d'en signaler quelques-uns seulement.

Pour solutionner le problème qui se présente, il est important de retenir deux lois statutaires, qui ont été discutées et analysées par les cours inférieures et par les procureurs des deux parties. La première est la *Loi des syndicats professionnels de la province de Québec,* S.R.Q. 1941, c. 162 et amendements, en vertu de laquelle l'appelant est incorporé, et la seconde est la *Loi des relations ouvrières*, S.R.Q. 1941, c. 162A et amendements, qui édicte entre autres choses que tout employeur est tenu de reconnaître comme représentant collectif des salariés à son emploi, les représentants d'une association groupant la majorité absolue desdits salariés, et de négocier de bonne foi avec eux, une *convention collective de travail.* La loi définit la "convention collective" comme étant une entente relative aux *conditions de travail,* conclue entre les personnes agissant pour une ou plusieurs associations de salariés, et un ou plusieurs employeurs ou personnes agissant pour une ou plusieurs associations d'employeurs.

Le 24 mars 1955, une "convention collective" a été signée entre l'appelant, qui est l'agent négociateur pour représenter les employés de l'employeur, et l'intimée, et la clause 2.01 qui est à la base du présent litige se lit ainsi:

ARTICLE 2.01—L'employeur retiendra sur la paie de chaque employé régulier, assujetti à la présente convention, une somme égale à la cotisation fixée par le syndicat pour ses membres, et remettra dans les dix premiers jours du mois suivant, au représentant autorisé du syndicat, le prélèvement ainsi perçu.

A cette date du 24 mars 1955, la compagnie intimée avait à son emploi au delà de 600 employés affectés par le certificat de reconnaissance syndicale de l'appelant, mais 230 membres seulement du syndicat appelant autorisèrent la compagnie à déduire de leurs salaires le montant de la cotisation syndicale, 123 ne donnèrent aucune autorisation mais ne s'objectèrent pas à l'application de la clause, et 254 employés, non membres du syndicat, refusèrent de reconnaître l'application de la clause 2.01, et interdirent à la compagnie intimée de faire aucune déduction. L'intimée a quand

même retenu les cotisations des employés non membres du syndicat, et en a déposé le produit dans un compte de banque "In Trust", en attendant une adjudication finale, et le syndicat en a été avisé.

Le 13 septembre 1955, vu qu'aucun règlement n'était intervenu, ni par conciliation ni autrement, l'appelant a institué les présentes procédures, et a réclamé de la défenderesse-intimée la somme de $3,000, représentant les cotisations des employés protestataires, déposées dans le compte "In Trust".

L'intimée a invoqué plusieurs moyens de défense, mais je crois qu'il est nécessaire de n'en retenir qu'un seul, car il est à mon sens suffisant pour disposer de ce litige.

En vertu de la *Loi des relations ouvrières,* arts. 4 et 19(*a*), tout employeur, c'est-à-dire l'intimée dans la présente cause, est tenu de reconnaître comme représentant collectif des salariés à son emploi, les représentants d'une association groupant la majorité absolue desdits salariés, et de négocier de bonne foi avec eux, une *convention collective de travail.* La *Loi des relations ouvrières* s'applique à une *convention collective de travail* conclue sous la *Loi des syndicats professionnels* par une association qui est reconnue à compter de la date du dépôt de cette convention au bureau du ministre du Travail, conformément à la *Loi des syndicats professionnels.* Comme ce dépôt a été fait au bureau du ministre du Travail le 29 mars 1955, la convention a donc pris effet à partir de cette date.

Il est certain qu'en vertu de la *Loi des relations ouvrières,* tous les employés de la Compagnie Paquet, l'intimée, sont liés en ce qui concerne les *conditions de travail,* par la convention collective signée entre les parties. Je suis bien d'avis que la détermination des heures de travail, des congés, des vacances, des salaires, des droits d'ancienneté ou des congédiements, comporte essentiellement des *conditions de travail,* pour lesquelles le syndicat, en vertu de la loi, peut stipuler pour le bénéfice des employés, et lier ainsi l'employeur qui signe la convention. Mais je ne puis admettre que la retenue hebdomadaire par l'employeur d'une partie du salaire d'un employé protestataire, pour remise au syndicat, soit une *condition de travail* au sens de la loi. Il ne s'agit alors que d'une affaire

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d'administration financière du syndicat, qui veut évidemment faciliter ainsi la perception des cotisations, et qui n'a aucun rapport aux conditions dans lesquelles un employé doit ou ne doit pas travailler. Ce n'est que lorsque les *conditions de travail* telles que prévues par les statuts, sont affectées, que le syndicat peut exercer son recours. L'article 4 de la *Loi des relations ouvrières* et l'art. 2 para. (*e*) de la même loi qui définissent la *convention collective* me semblent assez clairs pour éliminer tout doute sur ce point.

Il est certain, que la retenue du salaire peut être une *condition de travail* dont dépend le droit d'un employé de travailler. Mais la question est de savoir si une semblable condition est comprise dans le cadre restreint de l'art. 2(*e*) de la *Loi des relations ouvrières,* ou de l'art. 21 de la *Loi des syndicats professionnels.* Je ne le crois pas. Toutes les conditions ne sont pas prévues aux statuts. Ce ne sont que celles que la loi envisage qui puissent lier les dissidents. Ainsi, une clause stipulant que seules les personnes appartenant à une religion ou une race particulière, auraient le droit d'être employées à un travail quelconque, pourrait être, *dans un sens,* considérée comme une *condition de travail,* mais personne ne peut suggérer sérieusement que la Législature ait jamais songé qu'un syndicat représentant des employés, pourrait les lier légalement par une telle clause.

Il me semble aussi indiscutable que la Législature dans la rédaction de ses lois ouvrières, n'a jamais eu l'intention de considérer la retenue d'une partie des salaires des groupes dissidents comme une *condition de travail.* Le "check-off", comme on est convenu de l'appeler, n'a été mis en évidence dans la province de Québec qu'en 1946, quand mon collègue, M. le juge Rand, nommé arbitre pour régler un différend survenu à la compagnie Ford, le suggéra, bien longtemps après la législation de Québec. Il s'agissait alors d'un compromis proposé par M. le juge Rand, que les parties s'étaient d'avance engagées à reconnaître, où le "close shop" et le "union shop" entre autres, ont été refusés, et le "check-off" accordé. La formule Rand ne peut lier les parties que par consentement, ce qui n'existe pas ici. Seule la loi spéciale

invoquée dans la présente cause pourrait autoriser la retenue de partie des salaires des employés non syndiqués, si elle s'appliquait.

Pour les raisons données par la Cour du banc de la reine[1], je suis d'opinion qu'on ne peut invoquer le bénéfice des arts. 1028 et 1029 C.C., pour donner effet à la présente réclamation.

Comme je suis clairement d'opinion que la retenue syndicale n'est pas une *condition de travail,* au sens de la loi, je crois, comme la Cour supérieure et comme la Cour du banc de la reine, que la clause 2.01 de la convention est *ultra vires.*

L'appel doit donc être rejeté avec dépens.

FAUTEUX J. (*dissenting*):—Les raisons données par M. le Juge Pratte, de la Cour d'Appel[1], démontrent clairement, à mon avis, que l'engagement relatif à la retenue du salaire, dont le syndicat demande l'exécution, ne porte pas sur une condition de travail au sens de la législation considérée et que, partant, il ne pouvait faire l'objet d'une convention collective et doit être tenu pour invalide.

Je renverrais l'appel avec dépens.

Appeal allowed with costs, Taschereau, Locke *and* Fauteux JJ. *dissenting.*

Attorneys for the plaintiff, appellant: Germain, Pigeon & Thibaudeau, Quebec.

Attorneys for the defendant, respondent: Jean-Marie Guérard and Jean-H. Gagné, Quebec.