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contract; should one of them be missing, the provision will become null and void because of the
imperativeness of this rule. Finally, in their agree­
ment, the parties should insert, word for word,
the provisions of section 15, since they are not
likely to express the same thought with different
words.

In section 15, the Legislator refers to the usual
case, i.e., that within the delay provided for, one
party informs the other of its intention not to be
bound by the agreement, and, that if it fails to
give such notice, it continues to be bound by such
agreement.

Oftentimes one of the parties wishes to con­
tinue being a party to an agreement but also wishes
to amend various clauses thereof; in such a case,
it presents a request of amendment. Such a pe­
tition is not a notice of non-renewal; indeed it is
just the opposite.

The Legislator wishes to have the rule of
section 15 inserted in every agreement, he decrees
that the agreement shall be renewed for a new
term if it is not denounced. And as the party who
is requesting the amendment of the agreement is
not denouncing it, one must conclude that despite
the petition for amendment the agreement is re­
newed as such.

To uphold that the request of amendment is
no obstacle whatever to the renewal of the agree­
ment in its original form is somewhat rigorous.
« Dura lex, sed lex ». Consequently, according to
the Labour Relations Act, the employer is not
compelled to consider the request of amendment
nor need he trouble about it in any way at all.

In the new wording of laws dealing with
industrial relations, this anomaly was taken into
account; for instance, section 13 of Federal Bill
No. 388 stipulates that the revision of the agree­
ment may be asked for by one of the parties
within the delay of denunciation.

Therefore the Legislator has established the
provision concerning the duration and extension of
the agreement as a principle of public law by
which the parties must abide; he gave this provi­
sion such a specific character in order to fix the
period during which a new association can be
substituted to the one that is already recognized.

It is only with reference to the existence of the
agreement that the Legislator determined that
period, although such agreement is not obligatory
and though the conditions of work might result
from an arbitration award or a plant regulation,
since the text of the Act does not compel the
employer to enter an agreement but merely to
negotiate.

The Act could determine in some other man­
er the period during which the substitution of a
new association to the one already recognized
could be accomplished; it could allow the substitu­
tion to be made between the 300th and the 340th
day from the date of the coming into force of the
agreement and, for each subsequent year, during
the period elapsing between the anniversaries of
these dates, this rule applying both to awards and
plant regulations agreed to by a recognized asso­
ciation.

Such a legislative amendment would render
section 15 utterly useless; the parties would then
be free to determine of their own accord the du­
ration and the mode of extension of their collective
labour agreement, and the latter would not become
void merely because of the omission of a word in
a clause having imperative wording.

Neither do law writers nor ordinary men like
drastic clauses; indeed, they are happy to pro­
pose their suppression whenever, without them,
the specific character of a juridical institution can
be maintained.

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