

**THIS EARLY REPORT WHICH I PREPARED WAS SEEN AND APPROVED BY MY LAWYER AT THE TIME, MR. I. S. MASS.**

**OF THE LAW FIRM WORSOFF, MASS AND TEITELBAUM IN MONTREAL. IT WAS PREPARED FOR :-**

- (A) THE ORDRE DES INGENIEURS DU QUEBEC**
- (B) THE INSTITUTION OF MECHANICAL ENGINEERS, IN THE U.K.**
- (C) THE MEDIA**

**MOST OF THE REFERENCE DOCUMENTS, DENOTED HERE BY Exhibit (1), Exhibit (2) ETC., ARE ELSEWHERE ON THIS SITE.**

## **THERE ARE 53 PARAGRAPHS IN THIS REPORT**

June 3, 1983

### **FULL REPORT**

1. SNC advertised in a British national newspaper, "The Daily Telegraph" on May 15th, 1981. Exhibit (1).
2. I was interviewed on June 26th, 1981 at SNC's office in London, England by Mr. E. Schulz - Chief Mechanical Engineer (Project Operations) and also Danielle Pagé - Manager of Employment and Recruitment, and was offered the job on the spot. E. Schulz told me that SNC were looking for about 120 people to work on various projects such as the Cold Lake and Alsands oil sands schemes, Suncor etc. I was also given a large brochure containing information about house prices etc. by Danielle Pagé.
3. The offer of employment by SNC was confirmed in their letter to me of July 27th, 1981 signed by Danielle Pagé. Exhibit (2).
4. On receipt of SNC's letter of July 27th, 1981 I applied to the Canadian High Commission in London, England for Landed Immigrant Status. Some weeks later, I had a letter from the Canadian High Commission notifying me of interviews with them and also Quebec Government representatives on November 11th, 1981: on receiving this letter, I wrote to Danielle Pagé at SNC informing her of this. In July, 1981 I also informed my last U.K. employers - Whitbread & Co. about my plans to go to Canada because they had plans to send me to Nigeria eventually but at some indeterminate date.
5. Having read about the problems with Cold Lake and Alsands projects, I replied to Stone & Webster Canada Ltd's advertisement in "The Daily Telegraph" of October 6th, 1981. Exhibit (3).
6. November 11th, 1981 - interview at Quebec Government offices in London, England with Mr. D. Sauvé. I was given my "Certificat de Sélection" on the spot. This was immediately followed - the same day - by my interview at the Canadian High Commission at which I was told that my application was acceptable subject to satisfactory completion of the usual background security checks - which in my case could be a problem because of bureaucratic sluggishness in some foreign government offices such as those of Kuwait and Nigeria. I spent two years in Kuwait terminating in June 1978 and 3 months in Nigeria terminating in June 1979. I informed Danielle Pagé at SNC, in writing, of the outcome of these interviews and the possible problems with the background security checks. At the same time I put my house up for sale.
7. The same day I had a letter (dated November 9th, 1981) inviting me to an interview with Stone & Webster Canada. See paragraph 5 above and also Exhibit (4). Soon after, I contacted Stone & Webster Canada's Mr. Harvey to inform

him of my job offer with SNC but he still wanted to see me, after I explained my concern about the implications for me of the demise of the Alsands and Cold Lake projects.

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8. I was duly interviewed on November 25th, 1981 by Stone & Webster Canada's Mr. Harvey and also Mr. W.G. Whiting, their Manager of Personnel, and both seemed interested.

Two colleagues of mine from my last U.K. employers, Whitbread & Co., one of them being not only one of my superiors but also one of the people who recruited me in the first place and who had worked in Canada before some years ago - also approached Stone & Webster Canada, partly at my instigation. (Mr. W.G. Whiting can confirm this).

9. Shortly after I asked Mr. Whiting if Stone & Webster were prepared to confirm their interest in me in writing, which they subsequently did in a letter dated December 2nd, 1981 signed by Mr. Whiting. Exhibit (5).

10. By mid-February 1982 the continuing delay in approval of my Landed Immigrant Status (see para. 6 above) was making my situation in England impossible because my last employers there - not unnaturally - were becoming annoyed and impatient about my not being able to tell them when (or if) I was going, and my house sale was threatening to fall through. At the same time, I understood from Danielle Pagé that SNC in Montreal were trying very hard to expedite approval of my Landed Immigrant Status. I immediately wrote to the Canadian High Commission in London pointing out the impossibility and stupidity of my situation, and visited the High Commission two days later at which time it was confirmed that the problem was still the failure of the Kuwaiti and Nigerian Governments to reply to the Canadian Government's enquiries about me, and no reply was expected until May 1982. I pointed out that replies from these two Governments might, for all practical purposes, never be forthcoming.

I had my Landed Immigrant Status a week later, arrived in Canada on March 31st, 1982 (Exhibits (6) and (7)) and started work with SNC the next day. I also concluded my house sale just prior to arrival in Canada.

11. I was laid off by SNC on July 8th, 1982, with two days warning, after working with them for 15 weeks, and given 4 weeks severance pay in lieu of notice - due to lack of work. Exhibit (8) and (9).
12. Having had what appeared to be a tentative job offer from Stone & Webster Canada back in December 1981 (paragraph 9 above) if SNC didn't work out, I telephoned Mr. Whiting on July 7th, 1982 only to be told that they too couldn't then offer me anything because of the economic situation, and they wrote me on July 26th, 1982. Exhibit (10).
13. The following week I visited the Canada Manpower office dealing with professional people at 305 Blvd. Dorchester West, Montreal, only to be told that they could not help immigrants who had resided in Canada for less than 12 months.

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14. The Technical Service Council couldn't help me either. Exhibit (11).
15. On July 23rd, 1982, I consulted a lawyer - recommended to me by a friend - concerning severance pay etc. but he told me that four weeks' salary in lieu of notice was the most I could expect - unless I returned to the U.K., in which case he considered that SNC should pay for my return to the U.K., though I have nothing in writing concerning this except for a receipt and the business card of the lawyer concerned.
16. Early in September, 1982, I was informed that I was not entitled to any Unemployment Insurance benefits. Exhibit (12). In addition, I cannot get Welfare - until my capital is exhausted.
17. Thus, ever since being laid off, I have been forced to live on capital - the proceeds of selling my house in England, and have now used most of it up due to not having been able to find alternative employment to date. I have had many interviews and two tentative job offers in spite of the economic situation, to date - but these job offers have

been, and still are, mainly dependent on whether certain projects go ahead which has been very uncertain for several months and continues to be so.

In September 1982, I was informed about a colleague who had been laid off by SNC after being with them for 1 year, having been apparently brought here by them on a 2 year contract. At the time I paid little attention to it as it did not appear to correspond to my own position. See also paragraph 15 above and Exhibit (2).

19. In November, 1982, I was informed that SNC had given this colleague an out-of-court settlement of 10 months' salary and that his contract conditions were identical to mine. I then visited this colleague and, with his full agreement, noted all the documentary evidence which clearly showed that what I had been told was entirely correct. This colleague also recommended two more lawyers to me, one of whom advised him until his settlement was agreed.
20. Straight away I saw both lawyers, who both informed me that I had just as good a case as my colleague and gave me some guidance as to what settlement to ask for from SNC. The basis of my case was - and is - that SNC, by enticing me to Canada in the manner described in paragraphs 1 to 3 above, had given me totally inadequate notice.
21. I then had three meetings with Danielle Pagé at SNC - on November 29th, December 6th and December 13th, 1982.

At the first meeting I presented my case, by the second one Danielle Pagé had made representations on my behalf to SNC management but had not had a reply, finally at the last one she informed me that the best SNC could do was 4 week's severance pay plus Can. \$5,000 - to cover my return to the U.K. or anything else. In the circumstances

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I had to tell her that this was nowhere near acceptable and would discuss it with my lawyer. Furthermore, this offer was never made in writing.

22. My lawyer then wrote to SNC on December 16th, 1982 asking for a settlement of 18 month's salary and other entitlements by December 26th, 1982. Exhibit (13).
23. SNC immediately acknowledged my lawyer's letter and undertook to make some kind of offer shortly after that, but nothing happened.
24. SNC were allowed more time to reply because of the Christmas holiday period. On Friday, January 21st, 1983, however, my lawyer told me in a meeting that he had had no response to repeated telephone messages to SNC's lawyer concerning my case. We discussed the possibility of publicity and concluded that the facts were so irrefutable, the issue so simple and clear, and the implications so far-reaching that publicity might be no bad thing. In addition my lawyer had personal knowledge of many other cases like mine (one of them being my colleague's) including people who had been given satisfactory settlements out of court. He was also about to go away on business for approximately 1 week.
25. On Monday, January 24th, 1983, I telephoned Danielle Pagé to up-date her on my situation. She was trying to expedite a satisfactory response by SNC's lawyer to my lawyer.
26. On Wednesday, January 26th, 1983, I asked Danielle Pagé for further information about what SNC's lawyer was doing - i.e. was an offer of compensation to me being drafted etc. but all she could tell me was that SNC's lawyer was "supposed to be writing this week' (to my lawyer).
27. On Monday, February 7th, 1983, my lawyer (now returned from his business trip) informed me that no letter concerning my case had arrived from SNC during his absence, but that SNC's lawyer had called twice. My lawyer had again tried to call SNC's lawyer that day but without success.

28. On Tuesday, February 8th, 1983, at 11 a.m. I called my lawyer again who told me he was giving SNC's lawyer until the end of that day in which to reply. I replied that I would try to persuade SNC's lawyer to call him at an agreed time, to settle the matter. 20 minutes later I spoke to SNC's lawyer - Raymond Favreau - myself, telling him that this business had already gone on for far too long (see paragraph 22 above), that my lawyer was in his office, and would Favreau please call him to clear this matter up. Favreau replied that he had "deadlines to meet" and "would have to see someone in Personnel first" and would not agree to call my lawyer at any specific time. I immediately reported the details of this conversation to my lawyer, who called me back 5 minutes later with a report

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that Favreau had called him (i.e. immediately after I had spoken to Favreau myself) to say that SNC "would make a final offer by the end of the week" (i.e. by the afternoon of Friday, February 11th, 1983).

29. On Monday, February 14th, 1983, my lawyer told me that nothing had happened - i.e. that Favreau had not done what he said he was going to do.
30. On Tuesday, February 15th, I telephoned Danielle Pagé, setting a time limit of 5:30 p.m. on Thursday, February 17th for Favreau to do something or I would instruct my lawyer on Friday morning to issue a writ. I also reminded her that SNC's conduct in this matter was not acceptable in the eyes of Canadian society in general, and also the possibility of adverse publicity. I was well aware of SNC's difficulties and their need to find ways to survive but I too had to survive. Danielle Pagé undertook to pass my message on to Favreau. I also telephoned the Chief Mechanical Engineer - Mr. E. Schulz informing him of my situation and asking him if there was anything he could do to help me settle this matter. He replied that there was not because it would make his position impossible, which I accepted, but his attitude was that "all it boils down to is a few dollars".
31. On Thursday, February 17th, I had two job interviews at Pratt & Whitney Aircraft of Canada - one with Lyla Daudelin of Personnel, the other with Mr. C. Scholtz who was a long-standing friend and old colleague of E. Schulz (see above) because E. Schulz himself used to work at Pratt & Whitney with Mr. Scholtz (who told me about this himself).
32. On Friday, February 18th, I telephoned E. Schulz at SNC informing him of my meeting the previous day at Pratt & Whitney with his old colleague there.

In late November 1982, I had asked E. Schulz if he was prepared to give me a reference to show to future employers (such as the N.R.C.) and he gave me one a few days later. Exhibit (14). I asked him, if he was prepared to back up this reference if Mr. Scholtz at Pratt & Whitney called him. Mr. Schulz replied that, if Mr. Scholtz asked him whether I was causing SNC any problems, then he intended to say that I was suing SNC. Furthermore, Mr. Schulz said, I had "better not do it or it could be a black mark against you".

33. There was thus a suggestion that SNC might use my (perfectly legitimate) compensation claim as a reason for making it difficult for me to get another job, by giving me bad references. After speaking to my lawyer I wrote a letter to Mr. Schulz and sent copies to top executives in SNC including the Chairman, Mr. C.A. Dagenais. Exhibit (15).

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Among other things, I told Mr. Schulz that if he made difficulties for me at Pratt & Whitney then I would find out about it, and that this could result in me suing SNC for a considerable extra sum of money.

34. On Monday, February 21st, I telephoned Lyla Daudelin at Pratt & Whitney warning her of the problem with Mr. Schulz at SNC and followed this up with a letter plus copies of the reference from Mr. Schulz, and references from other employers, which was delivered by courier the same day. Exhibits (16), (14), (17), (18), (19), (20).
35. 10 days later, I learned that I did not get the job at Pratt & Whitney. The reason, I am told, is because another man who used to work in the same department for which I was interviewed, and then left, applied for his old job back so

he was the obvious choice. (In this situation, I do not believe that anything that Mr. Schulz might have said could have affected the outcome as far as I am concerned').

36. On March 1st, I went to my local Canada Employment Centre office at 5250 Ferrier to enquire about other work - outside engineering - as I thought the chances of finding anything in my field, after being out of work for 8 months, as negligible. They could not help me but directed me to the Canada Manpower office at 305 Dorchester West (see paragraph 13 above). So I telephoned Canada Manpower at 305 Dorchester West explaining that I had been out of work for 8 months: they reiterated that they could not help me until I had been in Canada for 12 months but informed me of their other office at 1000 Guy Street - which dealt with people who had been in Canada for less than 12 months. Why they did not tell me back in July 1982, I do not know. The next day (March 2nd) I had a preliminary interview at 1000 Guy Street and they arranged an interview for me on March 28th with Mrs. M.F. Lahaye.
37. On Monday, March 21st, 1983, I went in to SNC's offices to see an old colleague - Mr. H. Millar - who had agreed to provide me with a reference, which he handed to me. Exhibit (21). Whilst we were talking, Mr. Schulz came by and asked me to leave saying he had been given instructions to this effect. I sent a stern rebuke to the President and Chief Executive Officer - Mr. Jean-Paul Gourdeau - as I assumed this instruction must have come from him, and sent copies to Mr. Schulz and other people. Exhibit (22).
38. The next day, I contacted Rosemary Collins at CBC Radio, Montreal. On Friday, March 25th, I had a message from her that CBC had telephoned SNC's Vice-President of Personnel - Mr. R. Robitaille - and received a reply that SNC "is prepared to negotiate".
39. On Monday, March 28th, I had an interview with Mrs. M.F. Lahaye at Canada Manpower's offices at 1000 Guy Street, Montreal. After explaining my situation she suggested that I write to the Minister of Immigration and Labour - Mr. Lloyd Axworthy - and that I should also

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write to the M.P. for Côte St. Luc (where I live) - none other than the Prime Minister, the Right Honourable P.E. Trudeau. Mrs. Lahaye also told me that Canada Manpower were prepared to give financial assistance to any employer willing to offer me a job, as compensation to the employer for any re-training etc. that I might need.

40. On Wednesday, March 30th, I telephoned my lawyer who informed me that SNC's lawyer - Raymond Favreau - had attempted in the last few days to call him twice - unsuccessfully - and that my lawyer had tried to call Favreau back - unsuccessfully - several times. I also told my lawyer of my conversations with CBC Radio the previous week, their having contacted SNC, and SNC's reaction (see paragraph 38 above). 5 minutes later my lawyer telephoned me with a report that Favreau had verbally offered Can. \$8,000. This was a long way from the Can. "\$55,000 - odd" asked for in the writ, which was to be served on SNC the next day. I agreed not to say any more to CBC Radio until the writ was served and until SNC confirmed the Can. \$8,000 offer in writing - or not, as the case may be - and then told CBC Radio not to contact SNC again for the time being.
41. SNC then failed to confirm the Can. \$8,000 offer in the 10 days allowed after the writ - Exhibit (23) - was served (on March 31st) and then failed to submit a defence (or confirm the offer) within the further 10 days allowed them to submit their defence.
42. SNC were then notified by my lawyer that they were being put in default for their inaction as described in paragraph 41 above.
43. On Thursday, May 12th, I telephoned my lawyer who informed me that SNC's attorneys (now an outside law firm) had called him to say that a cheque for Can. \$8,000 was "on its way" and that SNC would present their defence for the outstanding amount (Can. \$45,790.41 since the amount asked for in the writ was Can. \$53,790.41) "before the date of the default hearing."
44. On Tuesday, May 24th, my lawyer informed me that he had still not received the cheque for Can. \$8,000 and SNC's defence for the rest from SNC's attorneys. He was going to chase SNC's attorneys again.

45. On Monday, May 30th, my lawyer informed me that he had received the cheque for Can. \$8,000 and SNC's defence for the rest, and that these were being sent to me along with his comments; I received these on Wednesday, June 1st.

SNC's defence was among other things, that they "deny everything, and each one of the allegations in the declaration as ill-founded in fact and in law." I mention this example in particular as I completely fail to see how they can justify such an attitude in the face of irrefutable documentary evidence coupled with the fact that there are other persons in SNC who are prepared to provide me with references and can confirm that I was employed by SNC over the period when I said I was. See Exhibits (23), (24), (25), (26).

46. In addition, I have been keeping "The Globe & Mail" informed ever since this trouble started, and they have indicated interest.
47. I also intend to approach the television broadcasting people.
48. Further, I have had many interviews for jobs and have spent over Can. \$2,000 on professional advice in preparing my present curriculum vitae, in order to improve my chances. Geoffrey Lalonde - financial and employment consultant, and author of "4 Minutes To The Job You Want" - knows all about it. For me, his method of approach has produced results - the problem has been the intrusion of "idiot factors" such as failure of projects to get off the ground.
49. If this issue goes to court then I can expect about an 18 month wait, and possibly much more, before I get proper compensation.
50. About a year ago a new insurance scheme – the "Career Guard" layoff insurance plan operated by Gestas Inc. became available to some people - but not to engineers who had been with their employers for less than 5 years. The company stopped accepting any applications from any engineers at all in the spring of 1982 due to the rash of layoffs which started about that time. Thus, I could never have obtained any protection under this scheme. Exhibits (27), (28), (29).  
  
I understand from Gestas Inc's Mr. H. Lorriman - National Product Manager for the "Career Guard" plan - that they are working on a scheme to cater for new arrivals in Canada who come with one or more offers of jobs, which will be available around the end of 1983.
51. Also, at least one other person in SNC - my former immediate boss, Mr. A. Rudzinski - is prepared to give me a reference. Mr. Rudzinski, among other things, has lectured in process design for chemical plants at McGill University. Exhibit (30).
52. Finally, as far as I am concerned, SNC's conduct in this matter has been totally incompetent and unacceptable - breaking the rules of their own industrial association, the Association of Consulting Engineers of Canada. Exhibit (31).
53. If necessary and appropriate, I will be issuing addenda to this report, as the situation develops.