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SWIFT CANADIAN CO. LIMITED

PLACE VIGER MARKET

MONTREAL P.Q.

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UNION AGREEMENT

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1946-1947.

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This Agreement made operative as of the 1st day of November 1946.

BETWEEN:

SWIFT CANADIAN CO., LIMITED, having its business place at 920 Craig St. E., Montreal, Quebec, and known as Place Viger Market, hereinafter referred to as the "Company.";

AND:

LOCAL 359 of the UNITED PACKINGHOUSE- WORKERS OF AMERICA affiliated with Canadian Congress of Labor and Congress of Industrial Organization.

#### PURPOSE

It is the intent of this agreement to maintain a harmonious relationship between the Company and its employees and to provide an amicable method of settling grievances which may possibly arise, as well as to set forth conditions of employment, rates of pay and hours of employment to be observed between the parties hereto.

#### ARTICLE 1- RECOGNITION

1. The Company recognizes the Union as the exclusive bargaining agency for all operating production and maintenance employees of the Place Viger Market Branch, excluding Executive Officers General Office Employees and sales Staff, Superintendent, Assistant Superintendent, Division Superintendents, General Foremen, Foremen, Foreladies, Assistant Foremen, Protection Staff, Standards Department, Time Study Men, Standards Checkers and Clerks, Records Department and Clerks, Timekeeper and Time Clerks Technical Staff, Receivers and Livestock Buyers, with respect to wages, hours of work, and conditions of employment during the life of this Agreement.

2. The Company shall not discriminate in any manner against any employee due to his membership in the Union. The Union agrees that its members will conduct their Union activities in a lawful manner and will not use intimidation or coercion in solicitation of membership or pursue any union activity on Company's time except as permitted by the rules of this Agreement.

3. In this agreement, except where specifically stated to the contrary or where the context otherwise requires, words importing the masculine gender shall include the feminine gender.

4. The Company will not bargain collectively with any labour organization other than the Union concerning employees in the bargaining unit specified in paragraph 1 of this article.

ARTICLE 11- MANAGEMENT?

The Management of the company's business and the direction of the working forces, including the right to plan, direct and control the company's operations, hire, suspend or discharge for proper cause, promote or demote, transfer or relieve employees from duty because or lack of work, or for other legitimate reasons, and subject to the terms and conditions of this contract; the right to study and introduce new improved production methods, or facilities, and the right to establish and maintain rules and regulations covering the operations of the company, are vested exclusively in the company, provided however, that it will not be used for purposes of discrimination against any member of the Union.

ARTICLE 111- OVERTIME

(a) For hourly paid employees time worked in excess of 9 hours in any one day, Monday to Friday inclusive and 5 hours on Saturday, or 48 hours in any one week shall be considered as overtime; and computed on the basis of whichever is the greater overtime. As far as possible the Company will endeavour not to schedule work longer than the basic day of 9 hours each Monday through Friday and 5 hours on Saturday.

Work weekly paid employees time worked in excess of the normal work week; i.e., at present 48 hours, shall be considered as overtime. However, there shall be a tolerance of 3 hours weekly before paying overtime to truck drivers if such overtime was due to delays caused by breakdown of equipment or accidents. There shall be no daily overtime for weekly paid employees. The Company will endeavour to keep the actual work hours of weekly paid employees to 39 hours during a week in which one of the holidays occurs as stated in paragraph c.

(b) All overtime worked in excess of the daily or weekly hours hereinbefore specified shall be paid at the rate of time and one-half. It is understood, however, that no employee shall be paid daily and weekly overtime for the same hours.

(c) Regular employees shall be entitled to receive pay at their regular rates for the scheduled hours of each of the following holidays if they do not work; and in addition shall be paid at regular rate for any time worked on such holidays.

New Year's Day	Good Friday	Dominion Day	Thanksgiving Day
The Day after New Year's Day	St Jean Baptiste Day	Labor Day	Christmas Day

The Day after New Year's Day is subject to the approval of the Regional War Labor Board.

(d) Any day declared by Statute or Proclamation to be observed as one of the holidays mentioned, because such holiday would fall on Sunday shall be paid on the same basis.

(e) Employees who are off work of their own accord ( other than reported sickness or accident, or prearranged absence with permission) on the day following a Statutory holiday, will forfeit their right to receive pay for that holiday.

(f) Time worked on Sunday shall be paid at the rate of double time except where the work normally falls on Sunday. Work on Sunday will not be paid at any overtime rate if the employee takes another day off in the same pay week, in lieu of such Sunday except through sickness or by authorized leave of absence for which he was not paid.

(g) " Regular employee " as used in this article and elsewhere in this Agreement shall mean all employees of the Company except temporary employees who would normally work for a period of less than six consecutive days and who are not considered regular employees and subject to call each week

ARTICLE IV GRIEVANCE PROCEDURE

1. A Grievance Committee of employee representatives shall be designated by the Union. A number, not to exceed three will be afforded the necessary time off, without pay, to attend any grievance meeting with the Company's designated representatives for the purpose of settling any and all disputes as provided herein.

2. Should differences arise between the Company and the Union, or between the Company and the employees, or between employees of the Company involving a misinterpretation or a violation of this Agreement, there shall be no strike, stoppage, slow-down or suspension of work on the part of the Union or its members, or lockout on the part of the Company, on account of such differences, until the following procedure has been exhausted.

(a) Between the aggrieved employee or employees, with or without his employee union representative, together with the foreman or forelady of the department involved.

(b) Between the employee union representative or representatives not exceeding two, with or without the aggrieved employee or employees, and the superintendent.

(c) Between the employee union representative or representatives, not exceeding three, with or without the aggrieved employee or employees, and the branch manager and/or his designated representatives.

(d) Between the member or members of the Grievance Committee designated by the Union, accompanied by a union representative ( not necessarily an employee) if desired, and the Company's designated representatives. All grievances presented in this step shall be in writing.

(e) In the event no decision is reached in the first four steps, the difference may be referred to a Council of Arbitration constituted under Division 3 of the Quebec Trades Disputes Act R.S.Q. 1941 chapter 167 and the Quebec Labor Relations Act R.S.Q. 1941 chapter 162A; and an award may be made pursuant to said Division 3.

3. If an employee is dismissed for any reason whatsoever and feels that he or she has been unjustly dealt with, he or she shall within 72 hours from receipt of such notice of dismissal notify concurrently in writing both the Grievance Committee and the Company. The dismissal in question shall then constitute a grievance and shall be dealt with as such. If subsequently it is decided that the employee was unjustly dismissed, he or she shall be reinstated in his or her former position and shall be compensated for all time lost at his or her regular rate of pay.

#### ARTICLE V- TRANSFERS.

When an employee is required temporarily to fill a higher rated job, he shall receive the higher rate, but if required temporarily to fill a lower rated job, he shall receive his regular rate. When due to a gang reduction, an employee is assigned to a lower rated job he shall be paid the rate applicable to his former job for a period not exceeding six (6) weeks.

#### ARTICLE VI- SENIORITY

1. Seniority will operate on a branch basis. Layoffs and re-employment will be based on length of accumulated service. Promotions within the bargaining unit shall be based on length of accumulated service, ability and merit. Ability and merit being sufficient, branch seniority shall prevail.
2. Employees shall not acquire any seniority rights during a probationary period of accumulated service on 90 calendar days. However, if an employee is continued in employment after such period his seniority shall commence from the original employment date.
3. In increasing working forces according to seniority employees laid off will be notified by the present method of contact, or by registered letter at their last known address, and they will be expected to report as directed. Failure to do so shall forfeit their seniority rights.
4. All seniority rights shall be forfeited when an employee voluntarily leaves the service of the company or is discharged for proper cause, or has been out of employment by the Company for twelve (12) months or longer, due to lack of work.
5. Seniority records will, be made available to employees or the Union representative.

6. Such changes as are indicated in this seniority policy from present seniority policy are not retroactive.

7. The seniority of any employee who is transferred to this branch from another unit of Swift Canadian Co. Ltd. shall be determined as from the date on which the employee first entered the service of Swift Canadian Co. Ltd.

8. If any employee is absent from work because of accident or sickness he or she shall not lose seniority rights and shall return to the position held prior to the absence, or to one of equal rating, provided that he or she possesses the ability and physical fitness to qualify for that position.

9. One employee who is elected or appointed to a full time position with the Union, upon proper notice shall be granted a leave of absence, without pay, not to extend beyond the term of this agreement, and upon one week's notice of his desire to again return to work for the Company shall be placed upon the job previously held or one of equal pay without loss of seniority provided he is physically fit and is capable of performing the work.

10. Seniority service records shall not be considered broken by reason of service in the military, naval, air, or auxiliary forces of Canada, or of any of the nations or parts of the British Empire or Allies thereof engaged in the War. Seniority shall continue to accumulate while such employees are in the Armed Forces, and upon their discharge they will be fitted in the organisation as per Order-in-Council 4758, and any amendments thereto.

#### ARTICLE VII- VISITS BY UNION OFFICIALS.

Should it become necessary for any authorized representative of the Union to visit the branch house to review matters pertaining to this contract or should such representative desire to discuss any features of this contract, the manager or superintendent will be available at any reasonable time.

#### ARTICLE VIII- WORKING CONDITIONS

1. Any working conditions not covered by this Agreement or not within the exclusive province of the Company as set forth in ARTICLE I- MANAGEMENT, will remain in effect unless changed by collective bargaining.

2. Nothing in this agreement shall require the Company or the Union to take any action which shall be unlawful by reason of any applicable present or future statute, order or regulation of the Province of Quebec or of the Dominion of Canada.

#### ARTICLE IX- SAFETY AND HEALTH

The Company shall make reasonable provision for the safety and health of the employees during the hours of their employment.

ARTICLE X. - VACATIONS.

1. Vacation eligibility requirements are based upon accumulated service. Every employee becomes eligible for vacation for the FIRST TIME upon-

The completion of one full year on the payroll of accumulated service (365 calendar days), provided that the service record shows the employee has not been off the payroll at any one time more than thirty (30) consecutive days, Sundays and holidays included, during the entire period while accumulating this credit for service.

OR

The completion of 300 days on the payroll, Sundays, and holidays included, during the twelve (12) months immediately preceding the date when his first vacation begins.

2. Employees who have received their first vacation are thereafter eligible to receive subsequent annual vacations, the length of which will depend upon the length of their accumulated service and upon their sex:

ONE week's vacation annually until an employee's accumulated service equals five years.

TWO weeks' vacation annually thereafter until a female employee's accumulated service equals fifteen years, and a male employee's service equals twenty years.

THREE weeks' vacation annually thereafter.

3. Only actual time on the payroll is to be considered in computing service for vacation purposes.

4. If an employee qualifies for vacation but leaves the service for any reason, he will resume the same status if he is later re-employed, regardless of how long an interval may have elapsed. However, he may not be given any vacation after his reemployment until he has again met the requirements for first vacation.

5. An employee eligible for vacation who is laid off because of reduction in his gang, shall be allowed pay for the vacation for which he had qualified.

6. Unexercised vacation privileges are forfeited if an employee voluntarily quits or is discharged from service for cause,

7. Employees are entitled to receive their vacation pay in advance if they so request.

8. Vacations may be given at any time during the year subject to the demands of the business; however, each department should make a sincere effort to grant vacations at the time wanted by the employee, giving the longest service employee preference. Every reasonable effort will be made to permit each employee to take his vacation between May 1st and October 1st.

9. Vacation pay to hourly paid employees shall be based on the number of hours in the normal basic work week; at present, 48 hours.

ARTICLE XI- GUARANTEE TIME

1. Except as hereinafter provided all hourly paid employees are guaranteed forty hours pay in weeks when they report for work on Monday and are subject to call and available during the balance of the week.

2. The above is not to be interpreted to include temporary employees who would normally work for a period of less than six consecutive days and who are not considered regular employees and subject to call each week.

3. An employee who is not available for work in any day, or cannot report to work shall have this 40 hours guarantee reduced proportionately, i.e., if he is off one day for personal reason, or on account of illness, his 40 hour guarantee would be reduced by one-sixth.

4. A new regular employee starting to work after the first of the payroll week shall be guaranteed that fraction of 40 hours which the number of days remaining in the payroll week is of six.

5. Any employee who is directed by the Company to report for work, and who by reason of some breakdown in the Plant or some other cause for which he or she is not responsible, is dismissed for the day, shall receive for that day at least four (4) hours pay at his or her regular rate.

Any employee who is specially called in at any time outside his or her normal working hours shall be through when the purposes for the special call is fulfilled, but shall nevertheless be paid for a minimum of four (4) hours at his or her regular rate.

ARTICLE XII- UNION NOTICES

Union notices may be posted on designated bulletin board subject to the approval of the Branch Superintendent or his designated representative as to contents. No leaflets are to be distributed on the premises pertaining to Union Matters. The Company will provide a box at the Time Clock where such leaflets may be picked up by the employees at the time they quit work.

ARTICLE XIII- ADEQUATE RELIEF

No employee shall be denied adequate relief when necessary for personal needs.

#### ARTICLE XIV- RATING

The rating of the employees shall be done by the Company Rates paid an employee requiring more skill than starting labor rates shall be paid in accordance with the local basic rate schedule.

#### ARTICLE XV.- LEAVES OF ABSENCE

Members of the Union not exceeding three in number at any one time shall be given reasonable leave of absence without pay for the transaction of Union business. Before such leave of absence takes place due notice must be given to the Company three days ahead of such leave of absence.

#### ARTICLE XVI - SHOP COMMITTEE PERSONNEL

(a) The Union agrees to notify the Management of the Company promptly of the names of the members and officers of the Shop Committee elected or appointed by the employees of the Company, and also of any changes which take place from time to time

(b) Any member of the Union Shop Committee shall report to his foreman to get a temporary absence which will be granted reasonably each time it will be necessary for him to quit his work in order to attend to grievance procedure or other matters, if such matters are provided for in this agreement and shall report to his foreman upon his return to work

#### ARTICLE XVII - WAGES

Subject to the approval of the Regional War Labor Board, the wage rates now in effect shall be increased ten (10) cents per hour effective October 1st, 1946.

(a) The Minimum hourly wage rate for the regular male hourly employees of and over 18 years of age shall be 72¢ per hour, and under 18 years of age shall be 60¢ per hour. For regular female employees the minimum wage rate shall be 54¢ per hour.

(b) The Union retains the right to re-open the subject of wages once during the term of this contract on 30 days written notice to the Company.

(c) The Company agrees that all employees except Engineers or Firemen who are required to work between the hours of 6 p.m. and 6 a.m. shall receive for such work five (5) cents per hour above their normal rate. This premium shall not be considered as part of such employees basic rate.

#### ARTICLE XVIII- UNION SECURITY AND DUES DEDUCTION

(a) The Company agrees that, subject to compliance with the procedure hereinafter set out, it shall be a condition of employment that any employee who at the date of this agreement was a member of the Union in good standing; or who becomes a member after that date, shall maintain such membership during the term of this agreement.

(b) Any employee to whom clause (a) of this article applies may resign from membership in the Union within the 15 days immediately preceding the expiry date of this agreement and his employment shall not be thereby affected.

(c) No employee shall be subjected to any penalties against his application for membership or for reinstatement as a member in the Union except as may be provided in the Constitution and by-laws of the Union; and no coercion or intimidation of any kind shall be practised to compel or influence an employee to join the Union nor shall any discrimination of any kind whatever be practised or permitted with respect to employees who are or who become members of the Union.

(d) If any employee asserts that he has been unfairly deprived of good standing in the Union such assertion shall constitute a grievance and shall be dealt with according to the grievance procedure established by this agreement.

(e) The Company agrees that it will upon receipt of written authorization in form prescribed in the following paragraph, so long as such authorization remains in force, deduct from the employee's pay on the first pay period in each calendar month during the term of this agreement the amount of the Union dues so authorized to be deducted for the preceding month and will transmit the total sum of the amounts so deducted to the designated official of the Local Union on or before the 1st day of the following calendar month.

DUES CHECK-OFF AUTHORIZATION

The following form of authorization is mutually agreed upon as the "form prescribed" referred to in paragraph (e) of this article,

"I, \_\_\_\_\_, being an employee of Swift Canadian Co. Limited, at its branch at \_\_\_\_\_ and a member of Local \_\_\_\_\_ of the United Packinghouse Workers of America, hereby authorize and direct Swift Canadian Co. Limited to deduct monthly on the first pay-day of each calendar month from any earnings accumulated to my credit the sum of \$\_\_\_\_, this being the amount of my monthly dues to Local \_\_\_\_\_ of the United Packinghouse Workers of America.

" I further authorize " Swift Canadian Co. Limited to pay the amounts so deducted to the ( designated official of the Local Union), whose receipt therefore shall constitute a good and sufficient discharge of Swift Canadian Co. Limited for the amount so deducted from my earnings.

Name \_\_\_\_\_

Address \_\_\_\_\_

Number \_\_\_\_\_

Witness \_\_\_\_\_"

