

S-638

NATIONAL BREWERIES CO.

1947-48



47-48
S. 638

MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 27 janvier 1948.

MEMO destiné à Commission du Salaire Minimum,
286, rue St-Joseph,
Québec.

Sujet: Conv. coll. entre The National Breweries
Limited & The National Breweries Employees' Union.

Monsieur,

Je vous inclus une copie de cette convention conclue
sous la Loi des Syndicats Professionnels, (S.R.Q., 1941, chapitre 162
et amendements), datée du 29 décembre 1947 et déposée au ministère du
Travail sous le numéro 638.

Sincèrement à vous,

Le Sous-ministre

H-15



COMMISSION DE RELATIONS OUVRIERES DE LA PROVINCE DE QUEBEC.

LABOUR RELATIONS BOARD OF THE PROVINCE OF QUEBEC

JUGE EUDORE BOIVIN,
PRESIDENT.PIERRE-A. GOSSELIN,
MEMBRE.BRUNAY BRAIS,
MEMBRE.286, RUE ST-JOSEPH,
QUEBEC.4 EST, RUE NOTRE-DAME
MONTREAL.

A

Québec le 2 février, 1948.

Monsieur Gérard Tremblay,
Sous-ministre du Travail,
Hôtel du Gouvernement,
Québec, P.Q.RE:- The National Breweries Limited,
&
The National Breweries Employees' Union.

Monsieur le sous-ministre,

J'accuse réception de votre lettre
du **27 janvier, 1948**, accompagnée pour dépôt
de deux copies certifiées d'une convention de travail,
en date du **29 décembre, 1947**, intervenue entre
les parties ci-dessus mentionnées et déposée au minis-
tère du Travail, le **31 décembre, 1947**,
sous le numéro **638**.

Bien à vous,

LO.

Le secrétaire,

P. E. Bernier, LL.L



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 27 janvier 1948.

MEMO destiné à La Commission de Relations ouvrières,
286, rue St-Joseph,
Québec.

Sujet: Convention collective entre The National Breweries
Limited & The National Breweries Employees' Union.

Monsieur,

Conformément aux prescriptions du deuxième paragraphe de l'article 19-A de la Loi des Relations ouvrières (S.R.Q. chapitre 162-A et amendements), je vous inclus, pour dépôt, deux copies certifiées de cette convention datée du 29 décembre 1947 et déposée au ministère du Travail le 31 décembre 1947 sous le numéro 638 en exécution de la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements).

Sincèrement à vous,

Le sous-ministre



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 7 janvier 1948.

MEMO destiné à La Commission de Relations ouvrières,
286, rue St-Joseph,
Québec.

Sujet: Convention collective entre "The National Breweries
Limited" & "The National Breweries Employees' Union".

Je vous inclus une copie du certificat constatant le dépôt
de cette convention collective enregistrée au ministère du Travail
en exécution de la Loi des Syndicats professionnels (S.R.Q., 1941,
chapitre 162 et amendements), le 31 décembre 1947 sous le numéro
638.

Sincèrement à vous,

Le sous-ministre

MC. INCL.



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, January 7th, 1948.

Mr. Norman J. Dawes, President and Managing-Director,
The National Breweries Limited,
990, Notre Dame St. West,
Montreal.

Dear Sir:-

Enclosed please find a certificate of the deposit made with the Department of Labour on **December 31st, 1947** under Number **638** of the Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between **The National Breweries Limited & The National Breweries Employees' Union.**

May I draw your attention to the fact that the labour association party to such agreement has not been certified as bargaining agent by the Quebec Labour Relations Board; consequently, the hereinabove mentioned agreement is governed by Section 18 of the Labour Relations' Act (R.S.Q., 1941, Chapter 162 and amendments), which reads as follows:

"18 Nothing in this act shall prevent an unrecognized association from entering into a collective agreement, but an agreement so entered into shall become void the day another association is recognized by the Board for a group represented by the latter association."

Sincerely yours,

MC. encl.

Deputy Minister.



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 7 janvier 1948.

Monsieur L. Bérubé, secrétaire-trésorier,
National Breweries Employees' Union,
990, ouest, rue Notre-Dame,
Montréal.

Monsieur le secrétaire,

Je vous inclus un certificat constatant le dépôt fait au ministère du Travail, le 31 décembre 1947 sous le numéro 638 de la convention collective conclue sous la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements) et intervenue entre "The National Breweries Limited" et "The National Breweries Employees' Union".

Je vous fais remarquer que la partie ouvrière n'a pas été reconnue comme agent négociateur par la Commission de Relations ouvrières de Québec; ladite convention est donc assujettie à l'article 18 de la Loi des Relations ouvrières (S.R.Q., 1941, chapitre 162-A) qui se lit comme suit:

"18. Rien dans la présente loi n'empêche une association non reconnue de conclure une convention collective, mais une convention ainsi conclue est non avenue le jour où une autre association est reconnue par la Commission pour le groupe que représente cette dernière association."

Veillez agréer l'expression de mes meilleurs sentiments.

Le Sous-ministre

MC. encl.

The National Breweries Limited

DAWES BLACK HORSE BREWERY
MONTREAL

OPERATING
DOW BREWERY
MONTREAL

DAWES DRAUGHT ALE BREWERY
MONTREAL

FRONTENAC BREWERY
MONTREAL

BOSWELL BREWERY
QUEBEC

HEAD OFFICE: 990 NOTRE DAME STREET WEST

Montreal 3
CANADA

December 30, 1947.



Honourable Antonio Barrette,
Minister of Labour,
Province of Quebec,
Parliament Buildings,
Quebec City, Que.

Dear Sir:

Pursuant to Article 23 of The Professional Syndicates Act, we are attaching hereto a true copy of the collective labour agreement signed between this Company and the National Breweries Employees' Union under effective date of January 1st, 1948.

We beg to remain,

Yours very truly,

DIRECTOR OF INDUSTRIAL RELATIONS

CCG:JMC
Enclosure: 1

CONVENTIONS COLLECTIVES		
VISA DE	Date	Pa.
Estampille	✓	MC
Signatures	✓	
Incorporation	21-11-47	
Reconnaissance	non	
Numerotage	638	
Formule		



Loi des Syndicats Professionnels
(S.R.Q., 1941, chapitre 162 et amendements)

Professional Syndicates' Act
(R.S.Q., 1941, Chapter 162 and amendments)

CERTIFICAT DE DÉPÔT D'UNE CONVENTION COLLECTIVE
CERTIFICATE OF DEPOSIT OF A COLLECTIVE AGREEMENT

Numéro **638**
Number

Les présentes établissent que le **trante-et-unième**
It is hereby certified that on the

jour du mois de **décembre** mil neuf cent quarante-**sept**
day of the month of *nineteen hundred and forty-*

le ministère du Travail a reçu de **Mr. C.C. Gardner, Director of Industrial Relations,**
the Department of Labour has received from
The National Breweries Limited, Montreal 3,

la convention mentionnée ci-après, laquelle a été déposée sous le numéro **638**
the hereinafter mentioned agreement, which has been deposited under Number

savoir:
to wit:

Une convention collective en date du **29 décembre 1947**
A collective agreement under date of

intervenue entre: **The National Breweries Limited & The National Breweries Employees"**
between: **Union. Cette convention prit effet le 1er janvier 1948, pour une**
période d'une année. Renouvellement automatique.

Donné en l'Hôtel du Gouvernement, en la cité de Québec,
Given in the Government House, in the City of Quebec,

Sceau - Seal

ce **septième**
this

jour du mois de
day of the month of

janvier

mil neuf cent quarante-**huit**
nineteen hundred and forty-

MC.

.....
Sous-ministre

.....
Deputy Minister

AGREEMENT

This Agreement made and concluded in the City of Montreal, Province of Quebec this 29th day of December 1947, by and between The National Breweries Limited hereinafter referred to as the "Employer" and the National Breweries Employees' Union hereinafter referred to as the "Union."

ARTICLE I

Purpose

It is the intent and purpose of the parties to this Agreement to promote harmony between the Employer, its Employees, and the Union, and to increase the efficiency of the Plants of the Employer to the end that the Employees and the Employer may mutually benefit and to provide procedures for the prompt, peaceful, and equitable adjustment of differences which may arise, from time to time, between the Employer and the Union, or between the Employer or any Employee covered by this Agreement to the end that there shall be no interference with the production of the Plants during the life of this Agreement or any renewal thereof.

ARTICLE II

Interpretation

In this Agreement, and in its application, unless the context requires otherwise, the following words have the meaning hereinafter given to them:

- a) "Company" or "Employer": The National Breweries Limited.
- b) "Plant": Any of the following six local units of the Company:
 - 1. Boswell Brewery
 - 2. Dawes Black Horse Brewery
 - 3. Dawes Draught Ale Brewery
 - 4. Dow Brewery
 - 5. Frontenac Brewery
 - 6. Transport Department.
- c) "Union": The National Breweries Employees' Union.
- d) "Council": The Council of the National Breweries Employees' Union.
- e) "Grievance Committee": Any of the six (6) Grievance Committees of the National Breweries Employees' Union.

- f) "Employees": All the production and maintenance employees of The National Breweries Limited, excluding office and clerical employees, laboratory employees, nurses, power plant employees of Montreal, foremen and executives. The Company shall compile a list of employees eligible for representation under this Agreement, and this list shall be submitted to the Union.

ARTICLE III

Recognition

The Company hereby recognizes the Union as the sole and exclusive collective bargaining agent for all the Employees covered by this Agreement in the matters of rates of pay, hours of work, and other conditions of employment, and agrees to deal with the Union through its properly chosen and duly elected representatives.

ARTICLE IV

Union Activities

The Union agrees that no Union activities shall be carried on within the Plants or on Company time in such manner as to interfere with the efficient operation of the Plants.

ARTICLE V

Collection of Dues

The Union agrees to file with the Company cards signed by each member of the Union authorizing and directing the Company to deduct Union dues for such amounts and in such a manner as shall be prescribed by the Union in accordance with the Constitution and By-Laws of the National Breweries Employees' Union.

Upon the filing of such written authorizations, the Company agrees to deduct Union dues from the wages of Union members and remit to the Secretary-Treasurer of the Union the full amounts so collected before the fifteenth day of each month.

ARTICLE VI

Management

Subject to the provisions of this Agreement, it is recognized and agreed that the management of the Plant and the direction and supervision of the Employees is vested solely in the Employer.

Among the rights and responsibilities which shall continue to be vested in the Employer, but not intended as a wholly inclusive list of them shall be: The right to increase or decrease operations, to remove or install equipment or machinery, to increase or change production equipment, to introduce new and improved productive methods and facilities, to regulate the quality and quantity of production, to relieve Employees from duty because of lack of work, to employ, lay off, re-employ and transfer Employees as the efficient operation of the plant, shall, in the opinion of Management, require, to demote or to discharge Employees for cause provided that none of such rights shall be exercised in violation of the aftermentioned seniority clause or of any other provision of this Agreement.

ARTICLE VII

Wages

The wage rates to be paid for each job classification shall be as shown in Schedule A attached hereto and made a part hereof.

Shift Premiums

Any Employee, who starts to work between the hours of 3:00 a.m. and 11:59 a.m., shall be paid at his regular job classification rate as shown in Schedule A, for each hour worked.

Any Employee, who starts to work between the hours of 12:00 noon and 5:59 p.m., shall be paid at his regular job classification rate as shown in Schedule A, plus two (2) cents for each hour worked.

Any Employee, who starts to work between the hours of 6:00 p.m. and 2:59 a.m., shall be paid at his regular job classification rate as shown in Schedule A, plus five (5) cents for each hour worked.

Any regular night shift Employee who is called upon, for the convenience of Management, to start his last shift of the week prior to 6:00 p.m., shall be paid at his regular job classification rate as shown in Schedule A, plus five (5) cents for each hour worked on this shift.

These shift premiums shall be deemed part of the regular rate of pay in the calculation of overtime and holiday pay under the provisions of this Agreement.

Transfers

When an Employee is temporarily assigned to work on a job which carries a higher rate of pay than the Employee's regular job, the Employee will be paid at the higher rate for the full day provided he works at the temporary job for a minimum of five (5) hours in that day. If the Employee works at a temporary job for less than five (5) hours in any day, he will be paid at his ordinary rate.

When it is necessary to transfer an Employee temporarily from his regular job to another which normally carries a lower rate of pay, the rate of the Employee's regular job will be paid.

In the case of a permanent transfer, the Employee shall be paid the job classification rate of his new job.

ARTICLE VIII

Hours of Work

Overtime - Holidays

The regular work week for all Employees shall consist of forty-eight (48) hours.

Overtime

Overtime shall be paid at the rate of time and one-half for all work in excess of forty-eight (48) hours per week.

Work on Sundays and Paid Holidays

Employees shall be paid at the rate of time and one-half for any work performed on Sundays and paid holidays except those Employees as set forth below whose regular duties require them to work on these days:

1. Watchmen
2. Power Plant Employees
3. Fermenting Room Employees.

Emergency Work

Any Employee called in to work outside of his regular shift for emergency work shall receive a minimum of four (4) hours work or four (4) hours pay.

Holidays

The following days are recognized as paid holidays:

1. New Year's Day
2. Good Friday
3. Dominion Day
4. Labour Day
5. Thanksgiving Day
6. Christmas Day.

Holiday Pay

Holiday pay shall be based on nine (9) hours at the Employee's job rate plus any shift premium to which he is entitled.

ARTICLE IX

Vacations

Employees, who have completed one (1) year of continuous employment with the Company as of April 30th, of the current year, shall be entitled to an annual vacation of one (1) week with pay within the following twelve (12) months.

Employees, who have completed five (5) years of continuous employment with the Company as of April 30th, of the current year, shall be entitled to an annual vacation of two (2) weeks with pay within the following twelve (12) months.

Employees, who have completed twenty-five (25) years of continuous employment with the Company as of April 30th, of the current year, shall be

entitled to an annual vacation of three (3) weeks with pay within the following twelve (12) months.

Employees, who have less than one (1) year of continuous employment with the Company as of April 30th, of the current year, shall be entitled to a vacation of one-half ($\frac{1}{2}$) day with pay for every calendar month of continuous employment up to April 30th, of the current year.

Vacation Pay

Employees entitled to one (1) week's vacation with pay will be paid 2% of their wages for the twelve-month period ending April 30th, of the current year, or an amount equivalent to their regular work week multiplied by their regular hourly day rate of pay, whichever is the greater.

Employees, entitled to two (2) weeks' vacation with pay will be paid 4% of their wages for the twelve-month period ending April 30th, of the current year, or an amount equivalent to twice their regular work week multiplied by their regular hourly day rate of pay, whichever is the greater.

Employees, entitled to three (3) weeks' vacation with pay will be paid 6% of their wages for the twelve-month period ending April 30th, of the current year, or an amount equivalent to three times their regular work week multiplied by their regular hourly day rate of pay, whichever is the greater.

Employees, entitled to less than one (1) week's vacation with pay, will be paid 2% of their wages for the period they worked up to April 30th, of the current year.

All vacations are subject to the established vacation rule of the Company.

ARTICLE X

Seniority

All new Employees shall be on a probationary period for three (3) months. Employees shall be deemed to have completed their probationary period and acquired seniority after they have completed a total of three (3) months at work with the Company. Seniority of Employees who have completed their probationary period of three (3) months at work shall be dated back to their original date of employment.

An Employee discharged for cause or voluntarily leaving the employ of the Company shall lose his seniority and if re-hired shall begin as a new Employee.

The Company agrees to compile a seniority list showing the seniority status of each Employee and to furnish a copy of this list to the Union.

In the case of transfers, promotions, lay-offs, and recalls, this seniority list shall govern providing the Company considers that the Employees involved have the same degree of ability, skill, and experience. Any Employee who believes that he has been unjustly treated with regards to transfers, promotions, lay-offs and recalls shall have recourse to the Grievance Procedure as defined in this Agreement.

ARTICLE XI

Dismissal

All dismissals for cause shall be subject to the approval of the Manager of the Plant.

Should a dismissed Employee, who has completed his probationary period of three (3) months at work, believe that his case has not been fully and fairly dealt with, the case shall become a discussable grievance and shall be dealt with under the method of adjusting grievances herein provided if such dismissal is taken up with the Manager of the Plant or, in his absence, his designated representative within forty-eight (48) hours of the date of dismissal.

ARTICLE XII

Bulletin Boards

The Company shall provide adequate bulletin board space for the convenience of the Union in posting official Union notices. It is recognized and agreed that official Union notices shall be signed by the President or the Secretary-Treasurer of the Union.

ARTICLE XIII

Privileges

It is agreed that any privilege presently enjoyed by the Employees shall not be denied them for the reason of the signing of this Agreement.

ARTICLE XIV

Grievance Procedure

The Union agrees to notify promptly the Manager of each Plant of the names of the Shop Stewards elected as members of the Grievance Committee, and also of any change which may take place from time to time.

Should an Employee or group of Employees have any grievance, an honest effort shall be made to adjust such grievance in the following manner:

Step I Between the foreman of the Department and the aggrieved Employee or group of Employees: Maximum delay for settlement: 2 days.

Step II Between the foreman of the Department and the aggrieved Employee or group of Employees and the Shop Steward: Maximum delay for settlement: 2 days.

Step III Between the Grievance Committee and the Manager of the Plant: Maximum delay for settlement: 3 days.

Step IV Between the Grievance Committee and the Director of Industrial Relations: Maximum delay for settlement: 5 days.

Step V In the event that the grievance shall not have been satisfactorily adjusted within fifteen (15) days after the initiation of conferences under Step I, the matter shall be referred to Arbitration as herein provided in Article XV.

ARTICLE XV

Arbitration

No Strikes and Lockouts

It is hereby agreed that the Union will not initiate, authorize, sanction, support, or engage in any strike, work stoppage, or slow-down of work, and the Employer will not lock out any Employee or group of Employees since this Agreement provides for the orderly and amicable settlement and adjustment of any and all disputes, differences, and grievances.

Any dispute, difference, disagreement, or controversy of any nature or character which has not been satisfactorily adjusted within fifteen (15) working days of the initiation of conferences under Step I of the Grievance Procedure shall be promptly referred to Arbitration by either party hereto as follows:

Within eight (8) working days after receipt of a written notice of a demand for arbitration sent by either party to the other, the dispute shall be submitted to arbitration before an impartial arbitrator designated by the parties to this Agreement at the time of each dispute. The impartial arbitrator shall hold hearings upon the issue, make such investigations as he shall deem necessary to a proper decision, and render his decision in writing which shall be final and conclusively binding upon the parties hereto.

The expenses of the impartial arbitrator shall be shared equally by the parties hereto.

It is understood and agreed that questions involving changes in the terms and provisions of this Agreement shall not be subject to the foregoing Grievance Procedure or to Arbitration hereunder.

ARTICLE XVI

Duration of Agreement

This Agreement shall become effective as of January 1st, 1948, shall remain in effect for a period of twelve (12) months thereafter, and shall be automatically extended for yearly periods thereafter unless a written notice to the contrary be served by either party upon the other not more than sixty (60) days nor less than thirty (30) days prior to the date of its termination.

ARTICLE XVII

Notice

Any notice required to be sent to the Union hereunder shall be effectively given when posted to:

National Breweries Employees' Union,
1328 Berthier Street,
Montreal 24, Que.

and any such notice required to be given to the Company shall be effectively given when mailed to:

The National Breweries Limited,
990 Notre Dame Street West,
Montreal 3, Que.

In witness whereof, the parties have signed this Agreement at the City of Montreal this 29th day of December, one thousand nine hundred and forty-seven.

THE NATIONAL BREWERIES LIMITED

NATIONAL BREWERIES EMPLOYEES' UNION

Norman Daves
President and Managing-Director

Willie Truhs
President

[Signature]
Executive Vice-President

[Signature]
Vice-President

Leonid Berube
Secretary-Treasurer

[Signature]
Council Member
Daves Black Horse Brewery

[Signature]
Council Member
Daves Draught Ale Brewery

Francis Dumont
Council Member
Dow Brewery

[Signature]
Council Member
Frontenac Brewery

[Signature]
Council Members
Transport Department

SCHEDULE "A"

COLLECTIVE LABOUR AGREEMENT

between

THE NATIONAL BREWERIES LIMITED

and the

NATIONAL BREWERIES EMPLOYEES' UNION

<u>CLASSIFICATION</u>	<u>MONTREAL</u>		<u>QUEBEC</u>	
	<u>Male</u>	<u>Female</u>	<u>Male</u>	<u>Female</u>
Assistant Route Salesman	\$ 0.96	-	\$ 0.92	-
Bartender	0.96	-	0.92	-
Bar Equipment Pipe Washer	0.85	-	0.81	-
Bar Equipment Serviceman	0.96	-	0.92	-
Brewing Department Worker "A"	0.90	-	0.86	-
Brewing Department Worker "B"	0.85	-	0.81	-
Cafeteria Worker "A"	0.81	0.73	0.77	-
Cafeteria Worker "B"	0.78	0.70	0.74	-
City Route Chauffeur	0.96	-	0.92	-
Cook "A"	1.04	-	1.00	-
Cook "B"	0.85	0.77	0.81	-
Fireman "A"	-	-	0.92	-
Fireman "B"	0.85	-	0.81	-
Freight Chauffeur	0.96	-	0.92	-
Groom	0.90	-	0.86	-
Group Leader "A"	1.34	-	1.30	-
Group Leader "B"	1.13	-	1.09	-
Group Leader "C"	0.96	-	0.92	-
Inspector	0.81	0.73	0.77	-
Janitor	0.78	0.70	0.74	0.66
Labourer "A"	0.85	-	0.81	-
Labourer "B"	0.81	-	0.77	-
Labourer "C"	0.78	0.70	0.74	-
Machine Attendant "A"	0.86	-	0.81	-
Machine Attendant "B"	0.81	0.73	0.77	-
Maintenance Serviceman	0.85	-	0.81	-
Maintenance Tradesman "A"	1.23	-	1.19	-
Maintenance Tradesman "B"	1.13	-	1.09	-
Maintenance Tradesman "C"	1.04	-	1.00	-
Maintenance Tradesman "D"	0.96	-	0.92	-
Maintenance Tradesman Helper				
First two years	0.85	-	0.81	-
Next two years	0.87	-	0.83	-
Thereafter	0.89	-	0.85	-
Stationary Engineman	-	-	1.00	-
Van Chauffeur	1.04	-	1.00	-
Watchman	0.85	-	0.81	-