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1948-47

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AGREEMENT WITH THE I.U.O.E.

BETWEEN: Canada Packers Limited,
Hull, Quebec,
(hereinafter called "the Company"),
of the First Part,
AND: International Union of Operating Engineers,
Local 869 (hereinafter called "The Union"),
of the Second Part.

WHEREAS the parties are desirous of concluding an agreement respecting the terms and conditions of employment of the Company's stationary Engineers, Refrigeration Engineers, Boiler Firemen and Helpers who come under the jurisdiction of the Chief Engineer.

AND WHEREAS the parties hereto desire proper conditions for collective bargaining and for the promotion and maintenance of industrial stability and harmony.

THEREFORE they have agreed each with the other as follows:-

RECOGNITION 1.01 The Company recognizes the Union as the exclusive collective bargaining agency with respect to all matters arising under this Agreement for the Company's Stationary Engineers, Refrigeration Engineers, Boiler Firemen and Helpers who come under the jurisdiction of the Chief Engineer, (hereinafter called "employees"), employed at its packing plant at Hull, Quebec.

NO DISCRIMINATION 2.01 It is agreed that there will be no discrimination or intimidation against any employee by the Company by

NO DISCRIMINATION

2.01 - continued:

the Union, or by their respective officers and other representatives.

MANAGEMENT
FUNCTIONS

3.01 The Union acknowledges that it is the exclusive function of the Company to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, classify, transfer, promote, lay-off and suspend or otherwise discipline employees, subject to the provisions of this Agreement; and
- (c) generally to manage the industrial enterprise in which the Company is engaged and, without restricting the generality of the foregoing to determine the operation, extension, limitation, curtailment or cessation of operations, the kinds and locations of machines, tools and equipment to be used, the right to study or introduce new methods or facilities, the right to establish and maintain rules and regulations and all other matters covering the operation of the Company's business not specifically dealt with elsewhere in this agreement.

3.02 The Company agrees that these functions will be exercised in a manner consistent with the provisions of this agreement.

RECRUITMENT

4.01 If so requested by the Company, the Union agrees to cooperate in the recruitment of new employees and the Union undertakes that any applicant referred by it to the Company will be fully qualified and suitable to perform the services required.

GRIEVANCES

5.01 Any grievance or dispute concerning the provisions of this Agreement shall be dealt with by the Union, acting through its accredited representative, and the designated officials of the Company in the following order:

- (a) Between the aggrieved employee and the Chief Engineer.
- (b) If not satisfactorily settled in step (a), between the aggrieved employee and/or the Union's Shop Steward and the Plant Superintendent.
- (c) If not satisfactorily settled in step (b), the Business Agent of the Union may be called in by either party, and the matter shall be discussed by him with the Plant Manager or an Officer designated to act in his stead.

5.02 Should agreement not be reached under the foregoing procedure, the matter may be referred to arbitration by either party under the Arbitration Procedure prescribed by the Quebec Trade Disputes Act.

Decisions of an Arbitration Board so appointed will be accepted by both parties as final and binding.

NO STRIKES
OR LOCKOUTS

6.01 In view of the foregoing orderly procedure for settling grievances, the Company agrees that it will not cause or direct any lockout of its employees, and the Union agrees that there will be no strike, walkout or other action by the employees or any of them, which will stop, curtail or interfere with work, production, the transmission of motive power, steam, heat or other services. If any such action should be taken,

NO STRIKES
OR LOCKOUTS

6.01 continued -

the Union will instruct its members to carry out the provisions of this Agreement and to return to work and perform their duties in the usual manner.

SHOP
STEWARDS

7.01 The Company acknowledges the right of the Union to appoint or otherwise select an employee to act as Shop Steward to consult with the proper officials of the Company on any matter properly arising from time to time during the continuance of this Agreement, including the administration of this Agreement.

7.02 No employee may serve as a Shop Steward until after he has worked for a total of ninety (90) days for the Company.

PROBATIONARY
EMPLOYEES
and
DISCHARGE
CASES

8.01 New employees will be considered as probationary employees until after they have actually worked for a total of ninety (90) working days for the Company. The Union will not question the dismissal of any probationary employee nor shall such dismissal be the subject of a grievance.

8.02 A claim by a permanent employee that he has been unjustly discharged shall be treated as grievance if a written statement of such grievance is lodged with the Plant Superintendent within (3) working days after receipt of notice of dismissal by the employee. The

PROBATIONARY
EMPLOYEES
and
DISCHARGE
CASES

8.02 - continued:

succeeding steps of the Grievance Procedure will then apply.

8.03 Such special grievance may be settled under the Grievance Procedure by:

- (a) Confirming the Management's action in dismissing the permanent employee;
- (b) reinstating the employee with full compensation for time lost; or
- (c) by any other arrangement which may be deemed just and equitable or by implementing the decision of an Arbitration Board.

LEAVE OF
ABSENCE

9.01 The Company may grant leave of absence to any employee for legitimate personal reasons. Any person who is absent with written permission shall not be considered to be laid off. He shall retain the seniority he had at the time he was granted leave of absence but shall not accumulate additional seniority during the period of his absence.

9.02 Any leave of absence will be in writing and no such leave will affect any employee's seniority rights when used for the purpose granted. If an employee works elsewhere while on leave of absence, he will lose all seniority, unless he has written permission from the Company to do such work.

WAGE RATES

10.01 The Company agrees to pay and the Union agrees to accept the wage rates as in Schedule A, as agreed at the date hereof.

10.02 Night Premium.

The Company agrees to pay a premium of seven cents (7¢) per hour to all employees for work performed between the hours of 6:00 P.M. and 6:00 A.M., effective January 1st, 1953. This premium shall not be considered as part of such employees' basic rate.

10.03 The starting and ~~finishing~~ time of each shift shall be determined by the Company. A reasonable notice of any change in the starting or finishing time of the shifts shall be given the employees concerned whenever possible.

10.04 The regular hours of work shall be 44 hours per week, except that the 44 hours may be averaged over not more than a six week period. (The above weekly hours and wage rates shall be effective as agreed.)

10.05 No provisions of this Agreement shall be deemed to prevent the Company from complying with the provisions of and the Regulations made pursuant to the Factory, Shop and Office Building Act (Quebec) and the Operating Engineers Act (Quebec) or any other applicable legislation.

10.06 If an employee is unable to report for work

WAGE RATES

10.06 continued -

at the commencement of his regular shift, he shall notify the Chief Engineer as far in advance as possible in order to permit the Chief Engineer to make necessary arrangements for a substitute.

HOURS OF WORK
& OVERTIME

10.07 Should the arrival of the incoming employees be delayed by reasons beyond the control of the Company, Helpers, Firemen and Engineers agree to remain on the job beyond their regular shift hours until such time as they are relieved by the incoming shift, and for this additional time worked, they shall be paid at straight time only. In the event of an employee having to work a consecutive full second shift he shall be paid for the second shift at time and one half ($1\frac{1}{2}$).

An outgoing employee may leave the plant before the termination of his shift only if the incoming relief is at his post at that time, and for this additional time worked the incoming employee will be paid at straight time rates.

10.08 Subject to the provisions of paragraph 10.07 above, and the other provisions of this Agreement as they may apply, authorized work performed in excess of 44 hours per week will be considered overtime and will be paid for at time and one-half ($1\frac{1}{2}$) the employee's regular hourly rate provided that the employee scheduled to work during the shift in which the overtime occurs is in attendance, willing and physically fit

HOURS OF WORK
& OVERTIME

10.08 continued:

to carry on his duties in a satisfactory and capable manner.

STATUTORY
HOLIDAYS

11.01 The Company agrees to pay all regular employees at their regular rates whether they work or not for the normal hours of work as set forth in Schedule B annexed to this Agreement on each of the following 8 public holidays: Labour Day, Thanks-
giving Day, Christmas Day, New Year's Day, Good Friday, May 24th, Dominion Day and Civic Holiday.

11.02 If employees to perform work on any of the above eight public holiday, they shall receive pay at their regular rates for their scheduled hours of work on such days, as set forth in 11.01 above, and shall in addition be paid at one and one half times their regular rates for all hours worked on such days.

LOSS OF
STATUTORY
HOLIDAY
PAY

12.01 If an employee was absent from work on the day immediately prior to the Statutory Holiday or fails to report for work on the start of the regular shift on the work day immediately following the Statutory Holiday, he shall not receive pay for the Statutory Holiday concerned. This shall not apply providing no work was available on either day concerned.

VACATIONS

13.01 Vacations will be based on service computed to April 1st, in the year in which the vacation is to be taken. On April 1st, 1953, each employee shall become entitled to a vacation with pay on the following basis:

- (a) Employees who have not had their first vacation will receive one fifty-second ($1/52$) of one week's vacation with pay for each week's service computed to April 1st in the year in which the vacation is to be taken.
- (b) In the next and subsequent years, employees will receive vacations with pay based on years of service as follows:

After one year's service 1 week
After five years' service 2 Weeks
After fifteen years' service 3 weeks

- (c) Vacation pay for each week of vacation for hourly rated employees shall be the normal weekly hours at the regular hourly rate, provided that this amount may be reduced by one fifty-second ($1/52$) for each week of absence excepting absences which are:
 - (1) With permission up to 30 days annually.
 - (2) Due to sickness up to 30 days annually or such longer periods as an employee may be entitled to receive Sick Pay under the Company's Sick Pay Plan, and
 - (3) Due to compensable accident.
- (d) Employees who become entitled to 2 or 3 weeks' vacation in accordance with (b) above will become eligible for the second or third weeks' vacation as the case may be upon completion of the required years of service.

13.02 Vacations may be granted at any time subject to the demands of the business, but the Company will make a sincere effort to grant vacations, at times requested by employees. Senior employees should be

VACATIONS: 13.02 continued -

given preference. Employees eligible for vacation shall be notified of their vacation periods as far in advance as possible.

No vacation shall be granted between September 1st, and December 31st, unless by special arrangement with the Plant Superintendent.

13.03 Employees with service of 3 months or longer who leave the service of the Company for any reason other than discharge for cause will be eligible at time of leaving to receive any unexercised vacation credit to which they may be entitled, as follows:

- (a) For employees who have received no vacation, one fifty-second (1/52) of one week's vacation with pay for each week of service.
- (b) For employees who have received one or more vacations:
 - (1) Vacation with pay for which they were eligible at April 1st last preceding.
 - (2) One fifty-second of the vacation scale applicable in each case at time of separation for each week of service computed back to April 1st.

13.04

13.03 Every employee shall take his vacation in the vacation season in which he becomes eligible for it. Vacation periods shall not be accumulated from year to year.

13.05 If a paid statutory holiday falls within the employee's vacation period, the Company will, at its option, either allow the employee concerned a compensatory day's holiday with pay or make payment

VACATIONS

13.05 continued:

as provided in Section 11.01.

CHECK OFF

14.01 The Company agrees that upon receipt of written authorization in form prescribed in Appendix "C" attached to this Agreement, it will, so long as such authorization remains in force, deduct from an employee's pay on his first pay day in each calendar month during the term of this Agreement, the amount of the Union dues so authorized to be deducted.

Such authorization shall be valid after, as well as before, periods of lay-off and rehiring, provided the employee's seniority has not been broken.

14.02 Except by mutual agreement between the parties, the amount of monthly dues to be deducted from employees during the term of this contract shall not exceed \$2.00.

MAINTENANCE
OF
MEMBERSHIP

15.01 The Company agrees that 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.

Employees shall be deemed members of the Union in good standing so long as they continue to pay their regular monthly union dues.

15.02 As a condition of his continued employment with the Company, an employee hired after the date hereof shall give the Company written authorization to deduct

MAINTENANCE
OF
MEMBERSHIP

15.02 continued:

the amount of the regular monthly dues of the Union from the first pay due to the employee in the second calendar month after his employment.

15.03 The aggregate amounts deducted under Section 14.01 and 15.02 will be remitted by the Company by cheque to the Financial Secretary of the Union on or before the first day of the following calendar month after the deductions have been made.

15.04 Between September 15th and September 30th both dates inclusive, any employee to whom Clauses 15.01 or 15.02 of this article apply, may resign from membership in the Union and/or cancel his authorization to deduct dues, and his employment shall not thereby be affected.

SICK PAY
AND
WELFARE PLAN

16.01 The Sick Pay and Welfare Plan as presently in effect will remain the same during the term of this agreement.

DURATION OF
AGREEMENT

17.01 This Agreement shall continue in effect for (1) year from October 1st, 1952 and shall continue automatically thereafter for annual periods of (1) year each, unless either party notifies the other in writing within the period of (2) months next preceding the annual expiration date of this Agreement that it desires to amend or terminate it. This Agreement shall remain in effect during negotiations for its renewal.

Signed this 17th day of March, 1953.

For CANADA PACKERS LIMITED: HULL, Quebec

H. C. Farnsworth per L.J.C.
Manager

N. J. Hodder per L.J.C.
Superintendent

For INTERNATIONAL UNION OF OPERATING ENGINEERS, Local 869:

G. A. Burke per L.J.C.
President

J. C. Curtin per L.J.C.
Recording Secretary

F. Hearty per L.J.C.
Shop Steward

SCHEDULE "A"

1. Effective October 1st, 1952, present wage rates shall be increased by five percent (5%), the new rate to be calculated to the nearest cent or half cent.
2. The scale of rates so adjusted shall remain in effect until September 30th, 1953.

APPENDIX "C"

DUES DEDUCTION AUTHORIZATION

I being an employee of
..... and a member of
(Name of Company)

Local No. 869 of the International Union of Operating Engineers
hereby authorize my employer to deduct the sum of \$ from
my first pay each calendar month during the term of the present
collective labour agreement between the Company and the Union and
to remit the same to the Union Treasurer, the said amount being my
monthly Union dues to Local 869.

Dept.
Employee

Clock No.

This Agreement is signed on behalf of employees in Montreal
1260 Mill Street, 423 St. Vincent Street and 227 Maguire
Street) by the duly authorized Officers of Local 357 of the
United Packinghouse Workers of America. (C.I.O.) and by the
local Manager of the Company's Montreal Plant in evidence
of their agreement to and concurrence in its terms.

Certified true copy

For Canada Packers, Limited

^C
P. Kelly.
Manager, Montreal Plant.

For United Packinghouse Workers of
America, (C.I.O.) Local 357

Chs Larose

President.

L.P. Demers.

Secretary

Montreal, 27th September 1950.

JEL/lm.-

19/2527

THIS AGREEMENT BETWEEN.

Canada Packers Limited, hereinafter called "the Company",-

and

United Packerhouse Workers of America, affiliated with the Congress of Industrial Organizations and the Canadian Congress of labour, on behalf of its local unions hereinafter named, and herein called "the Union".-

Recognizing that the welfare of the Company and that of its employees depends upon the welfare of the business as a whole, and recognising further that a relationship of goodwill and mutual respect between employers and employees can contribute greatly to the maintenance and increase of that welfare, the parties to this contract join together in the following Agreement:-

ARTICLE 1 RECOGNITION.

The Company recognizes the Union as the exclusive bargaining agency for the employees of its plants listed hereunder, as defined in Article 111;-

<u>Plant</u>	<u>Local Union Number.</u>
Charlottetown, P.E.I.	282
Montreal, Quebec	357
Hull, Quebec	314
Toronto, Ontario	114
Peterborough, Ontario	210
Winnipeg, Manitoba	216
Edmonton, Alberta	243
Vancouver, B.C.	162.

The Company will not bargain collectively during the term of this Agreement with any other labour organization affecting these employees.-

ARTICLE 11. OBJECTS.

The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees, to define more clearly hours of work, wages and conditions of employment; to provide an amicable method of settling differences or grievances which may from time to time to time arise; to promote mutual interests of the Company and its employees and to provide for the operation of the Company's plants, under methods which will serve the interests of producers and consumers as well as those of the Company and its employees.-

Since maintenance of a good standard of wages and working conditions depends upon sound and efficient operation of the business, the Union agrees to co-operate with the Company at all times:-

- (a) To maintain and improve quality of products
- (b) To avoid waste of products, materials or time.-
- (c) To assist in keeping the Company's premises clean and tidy.-
- (d) To conserve and protect machinery and equipment.-

It is recognized by this Agreement to be the responsibility of the Company and of its employees to co-operate fully, individually and collectively, for the promotion of the aforesaid conditions.-

ARTICLE III. EMPLOYEES.

1. The term "Employees " as used in this Agreement shall be considered to include production and maintenance employees in the plants named in Article I below the rank of Subforeman, except security staff, plant clerical staff, scientific workers and employees in confidential positions as listed in Appendix A attached to the master copies of this Agreement. Subforemen, if engaged principally in production work, shall not in case of a lay-off be retained in preference to senior employees solely by reason of their position.-
2. Part-time workers that is employees normally employed for 24 hours weekly or less, and casual and temporary workers, that is, those employed for less than six consecutive working days and those temporarily employed for fruit and vegetable canning. are eligible for membership in the Union, but are not entitled to privileges in Article X and XIII of this Agreement, except insofar as set forth in Appendix B attached.-
3. Use of the masculine gender in this Agreement shall be considered also to include the feminine.-

ARTICLE IV CHECK OFF

1. The Company agrees that upon receipt of written authorization in form prescribed in Appendix C attached to this Agreement it will, so long as such authorization remains in force, deduct from an employee's pay on his first pay day in each calendar month during the term of this Agreement, the amount of the Union dues so authorized to be deducted and will transmit the total sum of the amounts so deducted to the Financial Secretary of the Local Union on or before the first day of the following calendar month, and such authorization shall be valid after as well as before periods of lay-off and rehiring provided the employee's seniority has not been broken.-
2. EXCEPT by mutual agreement between the parties, the amount of monthly dues to be deducted from employees during the term of this contract shall not exceed \$2.00 provided however, that this sum may be increased by special assessments (not to exceed a total of \$2.00 in each contract year) if such assessments are levied in accordance with the Constitution and By-laws of the Union, or of a Local Union.-

ARTICLE V MAINTENANCE OF MEMBERSHIP.

1. The Company agrees that 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. Employees shall be deemed members of the Union in good standing so long as they continue to pay their regular monthly union dues .
2. It shall be a condition of employment that employees hired after the ratification of this Agreement shall pay dues to the Union as prescribed in Article IV, Section 2, during the term of this Agreement, beginning with the second monthly check off date after employment.-
3. Between July 17th and August 1st, 1952 both dates inclusive, any employee to whom Clauses 1 or 2 of this Article apply may resign from membership in the Union and/or cancel his authorization to deduct dues, and his employment shall not thereby be affected.-
4. No employee shall be subject to any penalties against his application for membership or for re-instatement 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.-

ARTICLE VI. MANAGEMENT.

Subject only to the provisions of this Agreement, the management and operation of the business, and the employment, direction, promotion, transfer, lay-off and suspension or discharge of employees for just cause including any violation of Sections 12 or 13 Article VII of this Agreement, shall be vested solely in the Management of the Company.-

ARTICLE VII SETTLEMENT OF COMPLAINTS AND GRIEVANCES.

1. Both the Company and the Union emphasize the desirability of a satisfactory grievance procedure, the purpose of which will be to settle as many grievances as possible promptly and on the spot.- It is agreed that consultation at any step in the following procedure will take place quietly and speedily so that any possible cause of friction may be reduced to a minimum.-
2. The Union agrees to appoint or elect and the Company to recognize stewards who shall be regular employees of the Company, to deal with matters affecting employees in Departments or groups of Departments in the Company's plants. A list of these stewards shall be supplied to the Company. The Company shall be advised immediately by the Union in writing of any change in this list.-
3. The Union also agrees to appoint or elect a Grievance Committee, all regular employees of the Company, to deal with questions which may not be decided in steps (a), (b) or (c) described in Section 4 below. The Grievance Committee shall include the Chief Steward of the Local Union along with other members as presently provided at each plant affected. A list of Grievance Committee members shall be supplied to the Company. The Company shall be advised immediately in writing of any change in this list.-
4. Alleged grievances shall be dealt with progressively in the following manner:-
 - (a) Between the aggrieved employee, or the steward or both, and the foreman of the Department in which the employee works. If the complaint affects the rate of pay of an employee, the Department Steward shall be informed.-
 - (b) Between the Steward or Stewards not to exceed two, and the Divisional Supervisor and the Foreman.-
 - (c) Between the Steward and/ or the Chief Steward and or the Union President and the Plant Superintendent or his designated representative. If requested, complaints presented at this stage shall be in writings. If they allege violation of the Agreement, they shall set out clearly the respects in which the Agreement has been violated.-
 - (d) Between the Grievance Committee and the Plant Management, A national representative of the Union may be called in if desired by either party. Complaints presented at this stage shall be in writing.-

ARTICLE VII Cont'd.

The aggrieved employee or employees may be present during the four above steps, if so desired.-

Meetings of the Grievance Committee shall be held at times suitable to the operation of the business, by arrangement between the Plant Superintendent and the Chief Steward of the Local Union. The Company will pay members of the Grievance Committee at their regular rates for time spent at meetings of the Grievance Committee with management representatives up to an average total not exceeding 24 hours per member during the term of the Agreement. Time spent by members of the Grievance Committee in attendance at meetings with the management outside of the scheduled hours of work shall not be included when calculating overtime or guaranteed time.-

5. If, after a sincere effort, it is found impossible to reach a solution locally a full and circumstantial account of the difference shall be forwarded in writing to the Head Office of the Company and to the National Office, of the Union, who shall endeavour to reach a settlement.-
6. If settlement is not reached by the above procedure, the matter in dispute shall be referred by the Union or by the Company to an Arbitration Committee of three members, one to be appointed by the Union, and one by the Company, and a third who shall act as Chairman, to be mutually agreed upon by the other two. If agreement cannot be reached within one week as to the appointment of a third member, he shall be appointed by the Minister of Labour for the Province in which the dispute arises. A decision of a majority of the Arbitration Committee shall be deemed to be a decision of the Committee. In reaching its decision the Committee shall be governed by the provisions of this Agreement. Decisions rendered by an Arbitration Committee shall be final and binding upon all parties concerned.- The Company and the Union agree each to bear an equal share of expenses incurred, if any, by reason of the employment of a third member of an Arbitration Committee. In Quebec Province arbitration procedure prescribed by the Quebec Trade Disputes Act (R.S.Q. 1941) shall be followed, unless mutually agreed otherwise.
7. If either the Company or the Union alleges violation of the Agreement through action of the officials of either, the complaint may be dealt with through the Grievance Procedure established by this Article, beginning with Step (a) and discussions between the Company and the Union apart from the Grievance Procedure shall not preclude resort to the Grievance Procedure later, if so desired.

ARTICLE VII (Cont'd)

8. When a grievance which affects the rate of pay of an employee is settled and as a result of the settlement the employee receives an increase in his rate, the increase shall be paid retroactively to the date on which the complaint was first submitted to the Company in writing. A request for a wage increase, if not answered within 72 hours, may be treated as a grievance and handled progressively as set forth in Section 4 of this Article.-
9. If an employee is dismissed for any reason whatsoever and feels that he has been unjustly ^{dismissed} with, he shall promptly notify a member of the Grievance Committee who shall within three working days of receipt of notice of dismissal by the aggrieved employee, notify the Plant Superintendent in writing, stating the grounds of objection to the dismissal. The dismissal shall then constitute a grievance and shall be dealt with according to the grievance procedure set out above beginning with Step (c) of Section 4 of this Article. If subsequently it is decided that the employee was unjustly dismissed he shall be reinstated in his former position and shall be compensated for all time lost at his regular rate of pay, or granted such lesser compensation as may be deemed fair in the circumstances or by unanimous decision of an Arbitration Board. To ensure prompt handling of any such grievance, except by mutual agreement between the Company and the Union, not more than five working days shall be allowed for consideration under each successive step until the matter is brought to arbitration.-
10. If an employee feels he is suffering a grievance, he should report the complaint at once in the manner described in Section 4 above. Pending its investigation and settlement he should meanwhile try faithfully to perform the duties assigned to him by his foreman or by any supervisory officer of the Company (in case of transfers, subject to provisions of sub-section (c), Section 9. Article x)-
11. A Union Steward, or in his absence the Chief Steward may discuss with the foreman of his department direct matters which may affect the welfare of his department as a whole, even though at the time same may not constitute a grievance.-

ARTICLE VII Cont'd.

12. Slowdowns and Interruptions of Production - It is agreed that the Union and its members individually and collectively will not, during the term of this Agreement, cause, permit or take part in any slowdown or other curtailment or restriction of production or interference with work in or about the Company's plants or premises.-
13. Strikes and Lockouts. It is agreed that there shall be no strike by or lockout of employees affected by this Agreement during the life of this Agreement or during negotiations for its renewal.-
14. Strike Votes: The Union agrees that no strike vote of the members of any of the Local Unions will be taken during the term of this Agreement or the course of negotiations with the Company for renewal or extension thereof until an attempt has been made in good faith to settle any difference arising in such negotiations by conciliation, arbitration or some other form of mediation.-

ARTICLE VIII WAGES.

1. Effective August 2nd, 1950 present hourly wages rates shall be increased by seven decimal four percent (7.4%) the new rates to be calculated to the nearest cent or half cent. Rates of weekly paid men^{and} shall be increased by two dollars and fifty cents (\$2.50) of weekly-paid women by two dollars \$2.00 weekly.-
2. The scale of wage rates, so adjusted, shall remain in effect until August 1st, 1951 after which date it will be increased by a further three cents (3¢) per hour, and shall so continue until August 1st, 1952.-
3. In addition, the standard of living of employees shall be protected by a cost of living allowance based upon the Dominion Bureau of Statistics Cost of Living Index for Canada, and determined as follows:-

- (a) The first adjustment shall become effective from the first pay period beginning after November 12th 1950 Subsequent adjustments shall made at three months' intervals thereafter during the term of this Agreement.
- (b) The amount of the cost of living allowance for each three months' period shall be determined in accordance with the last cost of living index figure published before the beginning of each three months' period, on the scale hereunder.-

<u>Dominion Bureau of Statistics.</u> <u>Cost of Living Index.</u>	<u>Cost of Living Allowance</u> <u>Per Hour.</u>
168.7 or less	None
168.8 - 170.0	1¢
170.1 - 171.3	2¢
171.4 - 172.6	3¢
172.7 - 173.9	4¢
174.0 - 175.2	5¢
175.3 - 176.5	6¢

and so forth, with one cent adjustment for each 1.3 point change in the index.-

- (c) Adjustments in the cost of living allowance will be made upwards or downwards as indicated by the Cost of Living Index, but in no event will a decline in the Dominion Bureau of Statistics Cost of Living Index below 167.5 provide the basis for a reduction in the wage scale.-
4. During the term of this Agreement negotiations will be continued with a view to establishing job rates applicable to all jobs presently performed in the Company's plants covered by this Agreement.-

ARTICLE 1X NIGHT PREMIUM.

The Company agrees to pay a premium of five cents (5¢) per hour to all employees for work performed between the hours of 6.00 p.m. and 6.00 a.m. This premium shall not be considered as part of such employee's basic rates.-

ALTERNATIVE- FOR WINNIPEG AND EDMONTON:

The Company agrees to pay a premium of five cents (5¢) per hour to all employees working on shifts beginning between 3.00 p.m. and 3.00 a.m. This premium shall not be considered as part of such employees' basic rates.-

ARTICLE X HOURS OF WORK AND OVERTIME.

1. The normal work week " shall be as set out in Section 2 below.-

Because, however, livestock receipts and demand for the Company's products vary from season to season and from day to day the Union agrees that it may at times be necessary to exceed or to reduce these basic hours of work.-

The Company will limit hours of work as far as reasonably possible. The Company will first discuss the matter with the Union, if gang overtime is involved, and, when feasible, if overtime is involved for individuals. If overtime is necessary, the Union will encourage employees to work.-

In consideration of the foregoing, the Company agrees to guarantee a minimum work week of 36 hours (at Montreal and Hull 36½ hours) at regular rates of pay, subject to the provisions of Section 9 of this Article.-

2. The Management at every Plant shall within four weeks of the ratification of this Agreement transmit to the Local Union a supplement to be called Appendix D setting forth the normal daily hours of work for every department or for groups or individuals within a department indicating the normal times for work to begin and end on every day in the week.p

Unless otherwise mutually agreed the hours prescribed in Appendix D shall not exceed 8½ hours daily and 42 weekly except at Montreal and Hull 9 hours daily and 44 weekly.-

The daily hours prescribed by Appendix D may be altered from time to time as required for the operation of the business. The Company, however, agrees that, except by mutual consent, no gang's schedule shall be changed without 7 days' notice, and no individual's schedule without 24 hours' notice, although variations from the schedule may be made to meet changing conditions, as set forth in Section 1 of this Article. The Union will be consulted before a change is made in a gang's schedule, or when feasible, in an individual's schedule.-

If a change of schedule involves a reduction in take-home pay, it shall be subject to grievance procedure.-

The scheduled hours referred to in this Section 2 shall become effective four weeks after the ratification of this Agreement.-

ARTICLE X Cont'd.

3.-In cases where it becomes necessary to work before or after the schedule, the following rules shall apply:-

(a) Hourly-rated employees.

- 1 The Company agrees to pay one and one half ($1\frac{1}{2}$) times their regular rates to hourly-rated employees for all hours worked in any day in excess of the number of hours prescribed in the schedule for the day.-
- (2) When by reason of a late start, it is necessary to work beyond scheduled quitting time, the Company agrees to pay one and one-half ($1\frac{1}{2}$) times his regular rate to an hourly-rated employee required to work after expiry of one hour beyond his scheduled quitting time, even though he may not then have worked the full number of hours scheduled for the day. The Company similarly agrees to pay to an hourly-rated employee one and one-half ($1\frac{1}{2}$) times his regular rate for any hours he may be required to work before his scheduled starting time.-

(b) Weekly paid employees:-

Weekly-paid employees of the bargaining unit, if required to work in excess of their weekly or daily schedule of hours shall receive compensating time off with pay on the following basis:-

- (1) Compensating time off with pay equal to time worked in excess of scheduled hours shall be computed and allowed, such time off to be taken on such days as may be agreed upon between the Company and the employees but at the option of the employee as to whether it shall be taken at the beginning or end of the day.
- (2) Provided however, that, if in any day the overtime amounts to 30 minutes or less, it may be compensated for at the option of the employer at any time during the same week; but, if in any day the overtime is more than thirty (30) minutes, it shall be accumulated unless otherwise agreed upon.-
- (3) Provided further that except by consent of the employee affected accumulated overtime shall be taken in half days or multiples thereof.-

ARTICLE X - Cont'd.

(c) Change of Shifts.

By local agreement hours scheduled for operations requiring more than one shift per day may in certain weeks exceed the weekly limits prescribed in Section 2 above without payment of overtime premiums provided the hours scheduled for other weeks are correspondingly less.-

4. The Company agrees to pay to regular hourly-rated employees double their regular rates for work performed on Sundays except by those workers whose schedule calls for work on Sunday ~~any~~, he shall be paid double the regular rate for hours worked on such day.-

5. (a) The Company agrees to pay all regular hourly-rated employees at their regular rates whether they work or not, for the normal hours of work, as set forth in Appendix D attached on each of eight public holidays as set forth in Appendix E attached.-

If any of these days falls on a Sunday, the day proclaimed in its stead by the Government of Canada shall be observed.-

No other holidays over and above these eight shall be observed and on all other days (Sundays excepted) employees will work if required to do so and regular rates shall apply, excepting only that, if by competent authority some special and non-recurring public holiday of general observance is proclaimed such day may be observed and hourly rated employees required to work on it shall for the hours so worked receive $1\frac{1}{2}$ times their regular rates.-

- (b) If hourly-rated employees do perform work on any of the above eight public holidays, they shall receive pay at their regular rates for their scheduled hours of work on such days, as set forth in (a) above, and shall in addition be paid at one and one half times their regular rates for all hours worked on such days.-

ARTICLE X CONT'd.

- (c) Employees absent on the work-days next preceding or next following any statutory holiday shall not be entitled to pay for such holiday unless the absentee received permission from the Company to be absent or was absent because of sickness or for other good cause arising from circumstance beyond his control.-
 - (d) Any employee engaged upon shift work whose day off falls on any of the eight public holidays shall be paid at the regular rate for the normal hours of work which he would perform on such day. Shift employees who are called upon to work on any of the eight agreed public holidays may elect to receive two and one half times the regular rate for the work performed upon such day, or may elect to receive the regular rate and to be allowed a day off with pay and may, if they so elect, accumulate such days off to be taken at such time as best suits the reasonable convenience of the management after consultation with the employee concerned.
-
- 6. Any hourly rated employee who has been called out to work and is dismissed for that day by reason of some cause for which he is not responsible shall receive for that day at least four hours' pay at his regular rate, except that for Saturday, he shall receive at least three hours' pay at his regular rate, or pay for such shorter period as may be scheduled for Saturday.-
 - 7. Any hourly rated employee who after leaving the Company's premises is specially called in at any time outside his normal working hours shall be through when the emergency is over, but shall, nevertheless, be paid a minimum of four hours at his regular rate.-
 - 8. The Union agrees that its officers, stewards and members shall not collect Union dues, nor transact Union business during hours for which they are paid by the Company except with the permission of the Company. No steward may leave his Department without securing permission from his foreman. Permission will be granted as soon as reasonably possible.-
 - 9. The Company agrees to guarantee every employee, not otherwise excluded, in every week of employment, 36 hours' (at Hull and Montreal 36½ hours') pay at regular rates, subject to the following provisions. Premiums for night work and overtime shall not be considered when calculating what guarantee, if any, is to be paid.-

ARTICLE X Cont'd.

- (a) The Company shall adjust gangs in proportion to the work available or expected. To provide employees with the guaranteed hours of work the Company shall be free to distribute work within departments and to transfer employees from one department to another, reasonable consideration being given to seniority, to ability, and to extreme changes in temperature.-
 - (b) An exception to the weekly guarantee, occurs in the case of gangs hired on a temporary basis and normally providing employment for a period of less than six consecutive working days.-
 - (c) The Union agrees and the Company expects that employees will perform whatever tasks may be assigned to them conscientiously. If any employee declines to perform the task assigned to him, the Company shall be absolved from its guarantee in respect to the hours so lost by that employee.-
 - (d) Any employee who is tardy or absent from work on any day or part of a day that he is scheduled or directed to work shall have his guarantee reduced by the time so lost.-
 - (e) An employee who is employed after the first of the payroll week shall be guaranteed that fraction of 36 hours (at Montreal and Hull 36½ hours) work which the number of days remaining of the payroll week is of his scheduled work week.-
 - (f) The guarantee shall be the same in weeks in which the eight paid public holidays occur as in others, Pay received for public holidays shall be regarded as part of the guarantee.-
10. Employees shall be given notice of lay-off on the basis of one working day's notice for every completed 6 months' service but with a minimum notice of 2 working days. Employees when laid off shall be entitled to their weekly guarantee as set out in Section 9 of this Article, only for the week in which such notice is given. If the Separation Notice exceeds one calendar week, the excess beyond the first week may run concurrently with the employees' terminal vacation. The privileges provided in this section may be invoked only once in any period of 12 consecutive months.-
11. Employees shall not be regularly required to work more than 5 hours, or 1 hour after scheduled quitting time, without a meal period. If employees are required to work in excess of the above limits after the first meal period, the Company will provide the second meal.-

ARTICLE XI REST PERIODS

The Company agrees to grant Rest Periods of 10 minutes each during morning and afternoon shift, provided the working time of the shift exceeds 2½ hours. The Union agrees that, except in cases of personal necessity, employees shall not ask for additional time off during the working day. The Union agrees that Rest Periods are a privilege and should not be abused.

ARTICLE XII SENIORITY.

1. Subject to the provisions of this Article, seniority shall mean accumulated service with the Company.
2. The term "merit" as used in this Article shall mean aptitude and ability to perform required work efficiently.-
3. For 3 months after being hired, new employees shall be regarded as probationers and shall have no seniority. After 3 months's service, they shall become regular employees and shall receive credit for seniority from the date of their employment.-
4. Regular employees shall be regarded as falling into two classes:-
 - (a) Those with "Departmental Seniority."
 - (b) Those with "Plant Seniority."

Upon completion of the probationary period, Departmental Seniority shall prevail for the following periods, after which employees shall possess Plant Seniority.-

At Charlettetown, Hull, Peter-
borough Edmonton and Vancouver..... 3 months

At Toronto, Montreal and St.
Boniface. 9 months.-

By mutual consent of the Plant Management and of the Local Union, Department Seniority may operate within a group of related departments rather than within a single department.-

- (5) (a) In case it becomes necessary to reduce the working force, the order of lay-off shall be:-

First: Part-time employees, except by agreement with the Union.-

Second. Probationary employees in order of merit, provided, however, that regular employees remaining can perform the required tasks satisfactorily. Where merit is equal length of service shall govern.-

Third: Departmental employees attached to the Department, the staff of which is being reduced, on the basis of seniority and merit. Where merit is equal, seniority shall govern.-

Fourth: Departmental employees in other Departments, on the same basis.-

ARTICLE XII Cont'd.

Fifth: Plant employees in order of seniority, provided those employees who are retained can perform the required work satisfactorily. Senior employees who may be expected to qualify reasonably quickly for the required work will be given an opportunity to do so. When lay-offs become necessary, employees possessing Plant Seniority may elect to accept lay-off rather than transfer, but will waive their rights to the weekly guarantee for the week in which they are so laid off.

- (b) When increasing the working force, the order of recall shall be as follows:-

First: Employees possessing Plant Seniority in order of Seniority, regardless of the Departments in which they were previously employed provided they can perform the required work satisfactorily. Senior employees who have elected lay-off rather than transfer will be eligible for recall only to operations elected by them in writing at time of lay-off, or at a subsequent time within their allowable breaks.-

Second:

Employees possessing Departmental Seniority in the Department in which the staff is being increased, in the reverse order to that in which they were laid off, provided they can perform the required work satisfactorily.

Third. Employees possessing Departmental Seniority in other Departments in order of seniority as vacancies occur provided that they can perform the required work satisfactorily.

- (c) The Chief Steward of the Plant shall be given a list in advance of employees to be laid off or recalled.-

6. Subject to consideration of ability and Seniority, employees may be transferred at the wish of the Company from one department to another. If during three months' trial the employee is dissatisfied with the transfer, he may register his objection in writing, in which case a reasonable effort will be made to reinstate him in his previous department, or to place him in some other department.-

Employees with department seniority who are transferred from one department to another may carry their accumulated department seniority with them

ARTICLE XII Cont'd.

7. In temporary transfers from one Department to another the Company will give consideration to seniority, subject to the requirements of the business and the ability of employees to do the work required.-
8. If an employee desires transfer to another Department, he may submit a written application to the Plant Superintendent. If later a vacancy occurs in that Department, those who have such applications on file shall be given prior consideration in order of seniority, provided they possess the necessary qualifications for it.-
9. An employee transferred from one Plant of the Company to another shall retain his seniority, subject to approval by the management and Local Union of the Plant to which he is transferred.-
10. Vacancies within the bargaining unit shall be filled by step-by-step promotion within each Department on the basis of merit and seniority, seniority being the governing factor when merit is equal. To qualify for promotion, employees must possess suitable qualifications for the senior job.-

In doubtful cases, the Company is willing to discuss the matter with officers of the Union. All promotions shall be on a probationary basis until the promoted employee has demonstrated his ability to perform the new task satisfactorily.-

When a preferable vacancy within the bargaining unit cannot be satisfactorily filled from within the Department affected, except by agreement with the Union, the Company will publish the vacancy by posting notice of it in a suitable place. Those with applications on file and others applying within two working days from the time of posting will receive consideration for the vacancy on the basis of merit and seniority and subject to the conditions set out in the first two paragraphs of this section. Employees selected to fill such positions temporarily shall receive equal consideration with such applicants.-

11. If any employee is absent from work because of accident or sickness, for a period not exceeding two years, he shall not lose seniority, and shall be returned to the position held prior to such absence or to some other position at equal pay, provided that he possesses the ability to qualify for that position. Applications for reinstatement after the expiry of two years will be considered on their merits.-

ARTICLE XII. Cont'd.

12. Employees, not to exceed two (2), who are elected or appointed to a full-time position with the Union, shall upon proper notice be granted leave of absence, without pay, for a period not to exceed the term of this Agreement, and upon one week's notice of their desire to return to work with the Company shall be placed in the position previously held or one at an equal rate of pay, retaining the seniority possessed at the time such leave of absence was granted.-
13. Seniority records shall be kept in the Time Office, showing the places on the seniority list of all employees in every department. This list shall be accessible to the Chief Steward of the Plant. Upon completion of this Agreement and at quarterly intervals thereafter, the Company shall deliver to the Chief Steward of the Local Union a list of all regular employees by Departments in the order of their seniority.-
14. The seniority of an employee shall be considered broken, all rights forfeited and there shall be no obligation to re-hire, when he:-
 - (a) Voluntarily leaves the service of the Company, or is dismissed for cause. (An employee who is absent for two full consecutive working days without good and proper reason, or without first securing permission from the Company may be considered to have left the Company's service of his own accord.)
 - (b) Fails to return to work when recalled or cannot be located after reasonable effort on the part of the Company. The present method of contact or a telegram or a notice mailed to the employee at the last known address of the employee, shall constitute a reasonable effort on the part of the Company, and if within 48 hours of such notice, the employee fails to report for duty, or to advise the Company of the date when he will so report, the Company shall be entitled to assume that the said employee has voluntarily left the Company's employ. In urgent cases, however, where it is necessary to secure workers at notice of less than 48 hours, the Company, if unable to make contact with the senior eligible employee, may recall the next senior employee and so on down the list until the vacancy is filled. Employees re-hired under such circumstances shall retain the positions to which they are appointed but provided the employees with whom the Company was unable to communicate in time, later within 96 hours advise the Company of their desire to return to the Company's employ, they shall retain their seniority and shall be eligible for recall on the next occasion of a vacancy in a position for which they possess the required ability.-

ARTICLE XII Cont'd.

- (c) Has been out of the Company's employ in excess of allowable breaks defined below.-

<u>Length of Employee's Service.</u>	<u>Allowable Break</u>
Over 1 month to 12 months	Time equivalent to one half of his length of service.-
Over 1 year	Time equivalent to length of service up to two years.

These allowable breaks may be extended by adding periods of absence resulting from sickness or personal injury, certified by a physician, up to two years, or by leave of absence granted by the Company up to one year.-

An employee who returns to work within the time of an allowable break shall retain the Seniority he had at the time he was laid off, but shall not accumulate additional seniority during the period of the lay-off.

An employee with over 3 months' service, if laid off and later re-hired within one year, shall receive credit for his past service.-

15. Persons whom the Company is training to fill technical commercial or supervisory positions, may be employed or retained in employment in plant operations irrespective of the seniority provisions of this Article. The Secretary of the Local Union shall be advised of such appointments. Except by agreement with the Union, such appointments shall not exceed 1% of the total number of employees covered by this contract.-
16. In case of temporary shortage of work, the Company will endeavour to reduce working hours before laying employees off, provided, however, that such action is compatible with the requirements of the business and will not involve payment of guaranteed hours.-

ARTICLE XII CONT'D.

17. Subject to the exigencies of the business, leave of absence without pay up to one year may be granted by the Company on the written request of an employee, provided the reasons stated in the application are sufficient.-
18. Changes introduced into the Company's seniority policy as a result of the provisions of this Article shall apply only to employees affected by this Agreement who are presently in the employ of the Company, and future employees.-

ARTICLE XIII. VACATIONS.

1. Vacations will be based on service computed to April 1st in the year in which the vacation is to be taken. On April 1st, 1951 each employee shall become entitled to a vacation with pay on the following basis:-
 - (a) Employees who have not had their first vacation will receive one fifty-second ($1/52$) of one week's vacation with pay for each week's service computed to April 1st in the year in which the vacation is to be taken.-
 - (b) In the next and subsequent years, employees will receive vacations with pay based on years of service as follows:-

After one year's service	1 week
After five years' service	2 weeks
After fifteen years' service	3 weeks
 - (c) Vacation pay for each week of vacation for hourly rated employees shall be the normal weekly hours at the regular hourly rate, (weekly paid employees, the weekly rate), provided that this amount may be reduced by one fifty second ($1/52$) for each week of absence excepting absences which are
 - (1) With permission up to 30 days annually
 - (2) Due to sickness up to 30 days annually or such longer periods as an employee may be entitled to receive Sick Pay under the Company's Sick Pay Plan, and
 - (3) Due to compensable accident.-
 - (d) Employees who become entitled to 2 or 3 week's vacation in accordance with (b) above will become eligible for the second or third week's vacation as the case may be upon completion of the required years of service.-
2. Vacations may be granted at any time subject to the demands of the business, but the Company will make a sincere effort to grant vacations at times requested by employees. Senior employees in each department should be given preference. Employees eligible for vacation shall be notified of their vacation periods as far in advance as possible. No vacations shall be granted between September 1st and December 31st, unless by special arrangement with the Plant Superintendent.-

ARTICLE XIII - (cont'd)

3. Employees with service of 3 months or longer who leave the service of the Company for any reason other than discharge for cause will be eligible at time of leaving to receive any unexercised vacation credit to which they may be entitled as follows:
 - (a) For employees who have received no vacation, one fifty-second ($1/52$) of one week's vacation with pay for each week of service.
 - (b) For employees who have received one or more vacations
 - (1) Vacation with pay for which they were eligible at April 1st last preceding.
 - (2) One fifty-second of the vacation scale applicable in each case at time of separation for each week of service computed back to April 1st.
4. Every employee shall take his vacation in the vacation season in which he becomes eligible for it. Vacation periods shall not be accumulated from year to year.
5. If a paid statutory holiday falls within the employee's vacation period, the Company will, at its option, either allow the employee concerned a compensatory day's holiday with pay or make payment as provided in Section 5 (a) of Article X.

ARTICLE XIV SAFETY AND HEALTH.

The Company shall make reasonable provision for the safety and health of employees during the hours of their employment. Protective devices machinery and other devices deemed necessary properly to protect employees from injury shall be provided by the Company. This, however, shall not be construed to include such personal necessities as safety boots, gloves, overalls, scabbards or any article which becomes the personal property of the employees.-

ARTICLE XV SICK PAY AND WELFARE PLAN.

The Sick Pay and Welfare Plan as amended will remain in effect for the term of this Agreement.-

ARTICLE XVI GOVERNMENT REGULATIONS.

It is mutually agreed that no demand shall be made by either party to this Agreement upon the other party, which in any way contravenes laws, orders or regulations issued by or under the authority of the Government of Canada or that of the provinces in which the several plants are respectively located, or such agency as may be deputed by either of such governments from time to time in regard to Wages, Bonuses, Hours, Conditions of Labour, or other related matters.-

ARTICLE XVII ABSENCE FROM WORK AND TARDINESS.

The Union agrees to co-operate with the Company in securing punctual and regular attendance at work, and to do all in its power to eliminate tardiness or absence from work on the part of employees for other than necessary reasons.-

ARTICLE XVIII UNION NOTICES.

During the life of this Agreement the Company agrees to permit Union Officers, who are employees of the Company to put notices of Union Meetings ~~or~~ or other matters of interest to Union members upon bulletin boards, customarily used for such purposes provided all such notices are to be first approved by the Plant Superintendent. The Union agrees to refrain from distributing any other notices or publications upon the Company's premises and to distribute any printed material at the gates only after working hours.-

ARTICLE XIX DURATION OF AGREEMENT.

This Agreement shall remain in full force and effect from the date hereof until the first day of August 1952. Notice to terminate or otherwise amend may be given before June 1, 1952 During the period of negotiations, this Agreement shall remain in force.-

ARTICLE XX LOCAL INTERPRETATION AND ADMINISTRATION.

All parties to this Agreement recognize and agree that in its application at each plant the primary responsibility for interpreting and administering its provisions must rest with the Local Union and the Local Plant Management.

In signing the foregoing Agreement, the parties hereto recognize that no rigid rules can of themselves secure mutual co-operation which both parties agree is essential alike to the welfare of the business and to that of employees.-

It is, therefore, of paramount importance to all concerned that the spirit, of this Agreement be followed as faithfully as the written terms.-

With this in mind, the parties hereto pledge their best endeavour to carry out the provisions of this Agreement in a spirit of good-will, tolerance and understanding.-

APPENDIX B.

Privileges for which those Temporarily Employed in Fruit and Vegetable Canning are Eligible.-

Employees temporarily employed for fruit and vegetable canning shall be eligible for the following privileges.-

- (a) Overtime at the rate of one and one half their regular rates for all hours worked in excess of 48 hours in any one week.-
- (b) Statutory holiday pay on basis of one sixth of the hours worked on the six days prior to the holiday.-
- (c) Vacation pay as provided in Article XIII Section 1 Sub-section (a)

The Company agrees to give the Union a list of the products which are to be classified as fruits and vegetables for the purpose of the above.-

The Company also agrees to supply the Union with a list of the employees it transfers from packing operations to fruit and vegetable canning. The employees so listed shall not lose their eligibility for benefits provided under Article X and XIII of the Agreement.-

APPENDIX C

The following form of authorization is mutually agreed upon as the prescribed form " referred to in Article 1 of the Agreement to which this Appendix C is attached.-

"Subject to the terms of an agreement now in effect between Canada Packers Limited and the United Packinghouse Workers of America
Ibeing an employee of Canada Packers Limited, at its plant atand a member of Local.... of the United Packinghouse Workers of America, hereby authorize and direct Canada Packers Limited to deduct monthly on my first pay-day of each calendar month from my earnings accumulated to my credit, my monthly dues and assessments to Local of the United Packinghouse Workers of America.-

" I further authorize Canada Packers Limited to pay the amounts so deducted to the Financial Secretary of Local.....United Packinghouse Workers of America, whose receipt therefor shall constitute a good and sufficient discharge to Canada Packers Limited for the amounts so deducted from my earnings.-

" I reserve the right to cancel this authorization at any time on 15 days' notice to Canada Packers Limited, and agree that if is so cancelled it may not be again renewed until after the expiration of a further 15 day period;-

" Name

" Address

" Number

" Signature

"Witness.....
Dates at..... this

Day of 195"

APPENDIX E.

List of the Eight Statutory Holidays to be observed and Paid by the Company as Set Forth in Article X, Section 5, (a) of Agreement signed on August 21st 1950.-

TORONTO.

Civic Holiday, Labour Day, Thanksgiving Day,
Christmas Day, New Year's Day, Good Friday
May 24th, Dominion Day.-

PETERBORO.

Civic Holiday, Labour Day, Thanksgiving Day
Christmas Day, New Year's Day, Good Friday
May 24 th. Dominion Day.

MONTREAL.

Labour Day, Thanksgiving Day, Christmas Day
New Year's Day, Good Friday, Ascension Day, St. Jean Baptiste
Day, Dominion Day.-

HULL.

Labour Day, Thanksgiving Day, Christmas Day, New
Year's Day, Good Friday, May 24th Dominion Day, Civic
Holiday.-

EDMONTON.

Civic Holiday, Labour Day, Thanksgiving Day,
May 24th Christmas Day, New Year's Day, Good Friday
Dominion Day.-

VANCOUVER.

Labour Day, Thanksgiving Day, Christmas Day
Remembrance Day, New Year's Day, Good Friday
May 24th Dominion Day.-

WINNIPEG.

Civic Holiday, Labour Day, Thanksgiving Day, Christmas
Day, New Year's Day, Good Friday, May 24th Dominion Day.

CHARLOTTETOWN.

Labour Day, Thanksgiving Day, Christmas Day, New Year's
Day, Good Friday May 24th, June 9th, Dominion Day.-

Signed this 21st day of August 1950.

For Canada Packers Limited.

W.R. Carroll

General Superintendent.-

For United Packinghouse Workers
Of America.-

F.W. Dowling

J. Lenglet

N. Riches

V. Perry

R. Mathieu

E. Kirk.-

Certified true copy

J.E. Lalonde

Personnel Officer.-

CANADA PACKERS LIMITED

A G R E E M E N T

August 19th, 1948.

THE UNITED PACKINGHOUSE
WORKERS OF AMERICA
CIO.

19/2259

Text of Agreement

Reached August 19, 1948 at Toronto

BETWEEN

CANADA PACKERS LIMITED

and

UNITED PACKINGHOUSE
WORKERS OF
AMERICA

on behalf of Local Unions as under

Toronto, Ont.....	Local 114
Peterborough Ont.....	Local 210
Hull, Que.....	Local 314
Montreal, Que.....	Local 357
St-Boniface(Winnipeg)	
Man.....	Local 216
Edmonton, Alta.....	Local 243
Vancouver.B.C.....	Local 162

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COPY

Toronto
August, 28th, 1940

(1) The following agreement shall replace Section I, of Article VIII of the contract between the parties, now in effect and signed on August 19th 1948.

(2) The Company agrees to increase the rates of all employees on the Company pay rolls on July 1st, by the following amounts:

(a) At Toronto, Montreal, Winnipeg, Edmonton and Vancouver, by six (6) cents per hour.

(b) At Hull by seven (7) cents per hour.

(c) At Peterborough to eight and one-half ($8\frac{1}{2}$) per hour.

(d) At Charlottetown by nine (9) cents per hour.

(3) The Company agrees to pay all employees employed on or after August, 1st, 1949 the following minimum rates:

Men	Starting Rates	Rate on completion of 13 weeks accumulated service with the Company
Vancouver	.99 $\frac{1}{2}$	1.03 $\frac{1}{2}$
Toronto	.98	1.02
Winnipeg	.95	.99
Edmonton	.95	.99
Montreal	.95	.99
Hull	.95	.99
Peterborough	.95	.99
Charlottetown	.87	.91
Women	Starting Rates	Rate on completion of 13 weeks accumulated service with the Company, except as Toronto where the rate shall apply after 26 weeks.
Vancouver	.81	.85
Toronto	.83	.87
Winnipeg	.82 $\frac{1}{2}$	.86 $\frac{1}{2}$
Edmonton	.82 $\frac{1}{2}$	.86 $\frac{1}{2}$
Montreal	.76	.80
Hull	.73 $\frac{1}{2}$	.77 $\frac{1}{2}$
Peterborough	.75	.79
Charlottetown	.69 $\frac{1}{2}$	.73 $\frac{1}{2}$

(4) The increases to employees on the pay roll on July 31st, 1949, as set out in Section 2, shall be paid retroactively to August 1st, 1949 to all employees in the Company's employ on the date on which the National Office of the Union notifies the Company that this agreement has been ratified. Employees hired after August 1st, 1949 shall be paid retroactively for all hours worked from date of employment to date of ratification at rates applicable under Section 3 above.

Women employed at Toronto before August 1st, 1949 shall be paid retroactively on the basis of the starting rate set out in Section 3 above.

(5) The scale of wage rates as herein adjusted shall remain in effect for the term of the contract signed by the parties on August 19th, 1948.

For the Company

W.R. Carroll"

For the Union

F. W Dowling".

THIS AGREEMENT BETWEEN

CANADA PACKERS LIMITED, hereinafter called "The Company"

and

THE UNITED PACKINGHOUSE WORKERS OF AMERICA on behalf of the local unions hereinafter named, and herein called "The Union".

Recognizing that the welfare of the Company and that of its employees depends upon the welfare of the business as a whole, and recognizing further that a relationship of goodwill and mutual respect between employers and employees can contribute greatly to the maintenance and increase of that welfare, the parties to this contract join together in the following Agreement:

ARTICLE I.- RECOGNITION

The Company recognizes the Union, affiliated with the Congress of Industrial Organizations and the Canadian Congress of Labour, as the exclusive bargaining agency for its plants as under:-

Plant	Certified Bargaining Agent
Montreal, Quebec.	Local 357, UPWA. CIO
Hull, Quebec.	Local 314, UPWA.CIO
Toronto, Ontario,	Local 114, UPWA.CIO
Peterborough, Ont.	Local 210, UPWA.CIO
Winnipeg, Man.	Local 216, UPWA.CIO
Edmonton, Alta.	Local 243, UPWA.CIO
Vancouver, B.C.	Local 162, UPWA.CIO

The Company will not bargain collectively with any other other labour organization affecting employees in any of the above Plants.

ARTICLE II. OBJECTS

The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees; to define more clearly hours of work, wages and conditions of employment, to provide an amicable method of settling differences or grievances which may from time to time arise, to promote mutual interests of the Company and its employees; and to provide for the operation of the Company's Plants under method which will serve the interests of producers and consumers as well as those of the Company and its employees.

Since maintenance of a good standard of wages and working conditions depends upon sound and efficient operation of the business, the Union agrees to co-operate with the Company at all times:

- (a) To maintain and improve quality of products.
- (b) To avoid waste of products, materials or time.
- (c) To assist in keeping the Company's premises clean and tidy.
- (d) To conserve and protect machinery and equipment.

It is recognized by this Agreement to be the responsibility of the Company and of its employees to co-operate fully, individually and collectively, for the promotion of the aforesaid conditions.

Article III.- Employees

I. The term "Employees" as used in this Agreement shall be considered to include all employees of the Company's Plants covered by this Agreement with the following exceptions:

Executive Officers, Buyers, Salesmen, Office and Clerical Staff, including all in Superintendent's office, and Time office, Superintendents, Foremen and Regular Weekly-paid Subforemen (the number not to exceed the present total of Foremen) Scientific Workers in the Laboratory Security Staff and other confidential employees on the Plant payroll whose positions are listed in Schedule I to be furnished by the local managements of the respective plants. Weekly paid subforemen, if engaged, principally in production work, shall not in case of a lay-off be retained in preference to senior employees solely by reason of their position.

2. Part-time workers, that is, employees normally employed for 24 hours weekly or less, and casual and temporary workers, that is, those employed for less than six consecutive working days and those temporarily employed for fruit and vegetable canning, are eligible for membership in the Union, but are not entitled to privileges in Articles X and XIII of this Agreement, except in so far as set forth in Appendix A attached.

3. Use of the masculine gender in this Agreement shall be considered also to include the feminine.

Article IV. CHECK-OFF

I. The Company agrees that upon receipt of written authorization in form prescribed in clause 2 of this Article it will, so long as such authorization remains in force, deduct from the employee's pay on the first pay-day in each calendar month during the term of this Agreement, the amount of the Union dues so authorized to be deducted and will transmit the total sum of the amounts so deducted to the Financial Secretary of the Local Union on or before the 1st day of the following calendar month, and such authorization shall extend through period of lay-offs and rehiring provided the employee's seniority has not been broken.

2. The following form of authorization is mutually agreed upon as the "prescribed form" referred to in the next preceding clause of this article:

Subject to the terms of an agreement now in effect between Canada Packers Limited and the United Packinghouse Workers of America I.....being an employee of Canada Packers Limited, at its Plant at.....and a member of Local.....of the United Packinghouse Workers of America, hereby authorize and direct Canada Packers Limited to deduct monthly on the first pay-day of each calendar month from any earnings accumulated to my credit, my monthly dues and assessments to Local.....of the United Packinghouse Workers of America,

I further authorize Canada Packers Limited to pay the amounts so deducted to the Financial Secretary of Local.....United Packinghouse Workers of America, whose receipt therefor shall constitute a good and sufficient discharge to Canada Packers Limited for the amounts so deducted from my earnings.

I reserve the right to cancel this authorization at any time on 15 days' notice to Canada Packers Limited, and agree that if it is so cancelled it may not be again renewed until after the expiration of a further 15-day period.

Name.....
 Address.....
 Number.....
 Signature.....
 Witness.....
 Dated at.....this.....
 day of.....19.....

3. The Union agrees that the amount of monthly dues to be deducted from employees during the term of this contract shall not exceed \$2.00, provided however that this sum may be increased by special assessments (not to exceed a total of \$2.00 in each contract year), if such assessments are levied in accordance with the Constitution and By-Laws of the Union, or of a Local Union.

ARTICLE V- MAINTENANCE OF MEMBERSHIP

1. The Company agrees that 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.

2. Any employee to whom Clause 1 of this article applies may resign from membership in the Union between July 17th and August 1st 1949 and 1950, both dates inclusive, and his employment shall not thereby be affected.

3. No employee shall be subject to any penalties against his application for membership or for re-instatement 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.

4. If an employee asserts that he has been unfairly deprived of membership in the Union such assertion shall constitute a grievance and shall be dealt with according to the Grievance Procedure established by this Agreement.

Article VI- MANAGEMENT

Subject only to the provisions of this agreement, the management and operation of the business, and the employment, direction, promotion, transfer, lay-off, and suspension or discharge of employees for just cause, shall be vested solely in the Management of the Company.

ARTICLE VII- SETTLEMENT OF COMPLAINTS AND GRIEVANCES

1. Both the Company and the union emphasize the desirability of a satisfactory grievance procedure, the purpose of which will be to settle as many grievances as possible promptly and on the spot. It is agreed that consultation at any step in the following procedure will take place quietly and speedily so that any possible cause of friction may be reduced to a minimum.

2. The Union agrees^s to appoint or elect and the company to recognize stewards, who shall be regular employees of the Company, to deal with matters affecting employees in Departments or groups of Departments in the Company's plants. A list of these stewards shall be supplied to the Company the Company shall be advised immediately by the Union in writing of any change in this list.

3.- The Union also agrees to appoint or elect a Grievance Committee, all regular employees of the Company, to deal with questions which may not be decided in steps (a) (b) or (c) described in Section 4 below. The Grievance Committee shall include the Chief Steward of the Local Union along with other members as presently provided at each plant affected. A list of Committee members shall be supplied to the Company. The company shall be advised immediately in writing of any change in this list.

4. Alleged grievances shall be dealt with progressively in the following manner:

(a) Between the aggrieved employee, or the Union Steward, or both, and the foreman of the department in which the employee works. If the complaint affects the rate of pay of an employee, the Department Steward shall be informed.

(b) Between the Union Steward or Stewards not ^{to} exceed two, and the Divisional Supervisor and the Foreman.

(c) Between the Steward and/or, the Chief Steward and/or the Union President and the Plant Superintendent or his designated representative.

(d) Between the Grievance Committee and the Plant Management. A national representative of the Union may be called in if desired by either party. Complaints presented at this stage shall be in writing.

The aggrieved employee or employees may be present during the four above steps, if so desired.

Meetings of the Grievance Committee shall be held at times suitable to the operation of the business, by arrangements between the Plant Superintendent and the Chief Steward of the Local Union. The Company will pay members of the Grievance Committee at their regular rates for time spent at meetings of the Grievance Committee with management representatives up to an average total not exceeding 24 hours per member during the term of the Agreement. Time spent by members of the Grievance Committee in attendance at meetings with the management outside of the scheduled hours of work shall not be included when calculating overtime or guaranteed time.

5. If, after a sincere effort it is found impossible to reach a solution locally, a full and circumstantial account of the difference shall be forwarded in writing to the Head office of the Company and to the National Office of the Union who shall endeavour to reach a settlement.

6. If settlement is not reached by the above procedure, the matter in dispute shall be referred by the Union or by the Company to an Arbitration Committee of three members one to be appointed by the Union, and one by the Company, and a third, who shall act as Chairman to be mutually agreed upon by the other two. If agreement cannot be reached within one week as to the appointment of third member he shall be appointed by the Minister of Labour for the Province in which the dispute arises. A decision of a majority of the Arbitration Committee shall be deemed to be a decision of the Committee. In reaching its decision the Committee shall be governed by the Provisions of this Agreement. Decisions rendered by an Arbitration Committee shall be final and binding upon all parties concerned. The Company and the Union agree each to bear an equal share of expenses incurred, if any, by reason of the employment of a third member of an Arbitration Committee. In Quebec Province arbitration procedure prescribed by the Quebec Trade Disputes Act(R.S.Q. 1941) may be followed.

7. If the Company desires to complain to the Union against any action of the Union, its officers or members as such, the foregoing procedures shall be followed beginning with step (c) of section 4 of this article.

8. If an employee or the Union or the Company, alleges violation of this agreement, the aggrieved party shall set out clearly in writing the alleged violation stating in what respects it is alleged that the agreement has been violated. This procedure will apply at stage (c) of section 4 of this Article.

9.- When a grievance which affects the rate of pay of an employee is settled and as a result of the settlement the employee receives an increase in his rate, the increase shall be paid retroactively to the date on which the complaint was first submitted to the Company in writing. A request for a wage increase, if not answered within 72 hours, may be treated as a grievance and handled progressively as set forth in Section 4 of this article.

10. If an employee is dismissed for any reason whatsoever and feels that he has been unjustly dealt with, he shall promptly notify a member of the Grievance Committee who shall within 72 hours of receipt of notice of dismissal by the aggrieved employee (exclusive of Sundays and Statutory Holidays) notify the Plant Superintendent in writing, stating the grounds of objection to the dismissal. The dismissal shall then constitute a grievance and shall be dealt with according to the grievance procedure set out above beginning with Step (c) of Section 4 of this Article. If subsequently it is decided that the employee was unjustly dismissed he shall be reinstated in his former position and shall be compensated for all time lost at his regular rate of pay. To ensure prompt handling of any such grievance, except by mutual agreement between the Company and the Union, not more than five days (exclusive of Sundays and Statutory Holidays) shall be allowed for consideration under each successive step until the matter is brought to arbitration.

11. If an employee feels he is suffering a grievance he should report the complaint at once in the manner described in Section 4 above. Pending its investigation and settlement he should meanwhile try faithfully to perform the duties assigned to him by his foreman or by any supervisory officer of the Company (in case of transfers subject to provisions of sub-section(c) Section 9, Article X).

12. A Union Steward, or in this absence the Chief Steward, may discuss with the foreman of his Department direct matters which may affect the welfare of his department as a whole, even though at the time same may not constitute a grievance.

13. Slowdowns and Interruptions of Production.- It is agreed that the Union and its members individually and collectively, will not, during the term of this agreement, cause, permit or take part in any slow-down or other curtailment of restriction of production or interference with work in or about the Company's plants or premises. The Company reserves the right to discipline any employee taking part in any violation of this provision of this agreement.

14. Strikes and Lockouts. It is agreed that there shall be no strike by or lockout of employees affected by this agreement during the life of this Agreement or during negotiations for its renewal.

The Company may discipline any employee taking part in any violation of this provision of this Agreement.

15.- Strike Votes: The Union agrees that no strike vote of the members of any of the Local Unions will be taken during the term of this Agreement or the course of negotiations with the Company for renewal or extension thereof until an attempt has been made in good faith to settle any differences arising in such negotiations by conciliation, arbitration or some other form of mediation.

ARTICLE VIII- WAGES

1. Present wage rates shall be increased by 9.6 percent, effective from August 2nd, 1948, the new rates to be calculated to the nearest cent or half cent. The scale of wage rates, so adjusted, shall subject to the provisions of Article XIX remain in effect for the term of this agreement.

2. The parties agree that during the term of this agreement negotiations, will be carried on with a view to establishing job rates applicable to all jobs presently performed in the Company's plants.

Article IX- NIGHT PREMIUM

The Company agrees to pay a premium of five cents (5¢) per hour to all employees for work performed between the hours of 6.00 P.M. and 6.00 A.M. This premium shall not be considered as part of such employees' basic rates. Where, however, some other method of calculating Night Premiums is in effect, the existing practice shall prevail.

Article X- HOURS OF WORK AND OVERTIME

I The regular work-week shall be considered to be 44 hours (at Hull and Montreal 46 hours) consisting of days of varying lengths as presently in effect and as set out in Schedule C or in amendments to it made or to be made from time to time.

Because, however, livestock receipts and demand for the Company's products vary from season to season and from day to day, the Union agrees that it may at times be necessary to exceed or to reduce these basic hours of work.

The Company, however, will limit hours of work as far as may be reasonably possible. The Company will first discuss the matter with the Union, if gang over-

time is involved, and, when feasible, if overtime is involved for individuals, if it is agreed that overtime is necessary, the Union will encourage employees to work.

In consideration of the foregoing, The Company agrees to guarantee a minimum work week of 36½ hours (38 at Hull and Montreal) at regular rates of pay, subject to the provisions of Section 9 of this Article.

2. The schedule referred to in Section I above shall prescribe for every department for groups of individuals within a department the normal number of hours of work for every day in the week and the normal times for work to begin and end.

In no case shall the prescribed hours exceed nine in one day and the total of scheduled daily hours shall not exceed 44 in one week except at Hull and Montreal, where they shall not exceed 46.

The present schedule may be altered from time to time as the exigencies of the business require. The Company, however, agrees that, except by mutual consent, no gang's schedule shall be changed without 7 days' notice, and no individual's schedule without 24 hours' notice, although variations from the schedule may be made to meet changing conditions, as set forth in Section I of this Article. The Union will be consulted before a change is made in a gang's schedule, or when feasible, in an individual's schedule. If a change of schedule involves a reduction in take-home pay, it shall be subject to grievance procedure.

3. In cases where it becomes necessary to work before or after the schedule the following rules shall apply:

(a) Hourly-rated employees:

(1) The Company agrees to pay one and one-half (1½) times their regular rates to hourly-rated employees for all hours worked in any day in excess of the number of hours prescribed in the schedule for the day.

(2) When, by reason of a late start, it is necessary to work beyond scheduled quitting time, the Company agrees to pay one and one-half (1½) times his regular rate to an hourly-rated employee required to work after expiry of one hour beyond his scheduled quitting time, even though he may not then have worked the full number of hours scheduled for the day. The Company similarly agrees to pay to an hourly-rated employee one and one-half (1½) times his regular rate for any hours he may be required to work before his scheduled starting time.

(b) Weekly-paid Employees:

Weekly-paid employees of the bargaining unit, if required to work in excess of their weekly or daily schedule of hours shall receive compensating time off with pay on the following basis:

(1) Compensating time off with pay equal to time worked in excess of scheduled hours shall be computed and allowed, such time off to be taken on such days as may be agreed upon between Company and the employees but at the option of the employee as to whether it shall be taken at the beginning or end of the day.

(2) Provided, however, that, if in any day the overtime amounts to 30 minutes or less, it may be compensated for at the option of the employer at any time

during the same week; but, if in ^{any} day the overtime is more than thirty (30) minutes, it shall be accumulated unless otherwise agreed upon.

(3) Provided further that except by consent of the employee affected accumulated overtime shall be taken in half days or multiples thereof.

4. The Company agrees to pay to regular hourly-rated employees double their regular rates for work performed on Sundays except by those workers whose schedule calls for work on Sunday. If an employee's regular day off falls on a week day, he shall be paid double the regular rate for hours worked on such a day.

5. (a) The Company agrees to pay all regular hourly-rated employees at their regular rates whether they work or not, for the normal hours of work, as set forth in Schedule C attached, on each of eight public holidays as set forth in schedule D attached.

If any of these days falls on a Sunday, the day proclaimed in its stead by the Government of Canada shall be observed.

No other holidays over and above these eight shall be observed and on all other days (Sundays excepted) employees will work if required to do so and regular rates shall apply, excepting only that, if by competent authority some special and non-recurring public holiday of general observance is proclaimed, such day may be observed and hourly-rated employees required to work on it shall, for the hours so worked, receive $1\frac{1}{2}$ times their regular rates.

(b) If hourly-rated employees do perform work on any of the above eight public holidays, they shall receive pay at their regular rates for their scheduled hours of work on such days, as set forth in (a) above, and shall in addition be paid at regular rates for all hours worked on such days.

(c) Any employee engaged upon shift work whose day off falls on any of the eight agreed public holidays shall be paid at the regular rate for the normal hours of work which he would perform on such day. Shift employees who are called upon to work on any of the eight agreed public holidays may elect to receive double the regular rate for the work performed upon such day, or may elect to receive the regular rate and to be allowed a day off with pay and may, if they so elect, accumulate such days off, to be taken at such time as best suits the reasonable convenience of the management after consultation with the employee concerned.

(d) Employees absent on the work-days next preceding or next following any Statutory holiday shall not be entitled to pay for such holiday unless the absentee received permission from the Company to be absent or was absent because of sickness or for other good cause arising from circumstances beyond his control.

6. Any hourly-rated employee who has been called out to work and is dismissed for that day by reason of some cause for which he is not responsible, shall receive for that day at least four hours pay at his regular rate, except that for Saturday, he shall receive at least three hours pay at his regular rate.

7. Any hourly-rated employee who is specially called in at any time outside his normal working hours shall be through when the emergency is over, but shall, nevertheless, be paid for a minimum of four hours at his regular rate.

8. The Union agrees that its officers, stewards, and members shall not collect Union dues, nor transact Union business during hours for which they are paid by the Company, except with the permission of the Company. No steward may leave his Department without securing permission from his foreman. Permission will be granted as soon as reasonably possible.

9. The Company agrees to guarantee every employee not otherwise excluded in every week of employment 36½ hours (at Hull and Montreal 38 hours) pay at regular rates, subject to the following provisions, Premiums for night work and overtime shall not be considered when calculating what guarantee, if any, is to be paid.

(a) The Company shall adjust gangs in proportion to the work available or expected, To provide employees with the guaranteed hours of work, the Company shall be free to distribute work within departments and to transfer employees from one department to another, reasonable consideration being given to ability, to seniority and to extreme changes in temperature.

(b) An exception to the weekly guarantee occurs, in the case of gangs hired on a temporary basis and normally providing employment for a period of less than six (6) consecutive working days.

(c) The Union agrees and the Company expects that employees will perform whatever tasks may be assigned to them conscientiously. If any employee declines to perform the task assigned to him, the Company shall be absolved from its guarantee in respect to the hours so lost by that employee.

(d) Any employee who is tardy or absent from work on any day or part of a day that he is scheduled or directed to work shall have his guarantee reduced by the time so lost.

(e) An employee who is employed after the first of the payroll week shall be guaranteed that fraction of 36½ (at Hull and Montreal 38) hours work which the number of days remaining of the payroll week is of his scheduled work week.

(f) The guarantee shall be the same in weeks in which the eight and paid public holidays occur as in others. Pay received for public holidays shall be regarded as part of the guarantee.

10. Employees shall be given notice of lay-off on the basis of one working day's notice for every completed 6 months' service, but with a minimum notice of 2 working days. Employees when laid off shall be entitled to their weekly guarantee as set out in Section 9 of this Article, only for the week in which such notice is given. Terminal vacations, as provided in Section 3 of Article XIII may run concurrently with separation notice.

II. Employees shall not be regularly required to work more than 4 hours, or one hour after scheduled quitting time, without a meal period.

ARTICLE XI- REST PERIODS

The Company agrees to grant Rest Periods of 10 minutes, each during morning and afternoon shifts, provided the working time of the shift exceeds 2½ hours. The Union agreed that, except in cases of personal necessity, employees shall not ask for additional time off during the working day. The Union agrees that Rest Periods are a privilege and should not be abused.

ARTICLE XII- SENIORITY

- I. Subject to the provisions of this Article, seniority shall mean accumulated service with the Company.
2. The term "merit" as used in this Article shall mean aptitude and ability to perform required work efficiently.
3. For 3 months after being hired, new employees shall be regarded as probationers and shall have no seniority. After 3 months' service, they shall become regular employees shall receive credit for seniority from the date of their employment.
4. Regular employees shall be regarded as falling into two classes:
 - (a) Those with "Departmental Seniority"
 - (b) Those with "Plant Seniority"

Upon completion of the probationary period, Departmental Seniority shall prevail for the following periods, after which employees shall possess Plant Seniority;

At Hull, Peterborough,	
Edmonton and Vancouver,	3 months
At Toronto, Montreal and	
St-Boniface	9 months

5. (a) In case it becomes necessary to reduce the working force, the order of lay-off shall be :

First : Part-time employees, except under special circumstances by agreement with the Union.

Second: Probationary employees in order of merit, provided, however, that regular employees remaining can perform the required tasks satisfactorily. Where merit is equal, length of service shall govern.

Third: Departmental employees attached to the Department the staff of which is being reduced on the basis of seniority and merit. Where merit is equal, seniority shall govern.

Fourth: Departmental employees in other Departments, on the same basis.

Fifth: Plant employees in order of seniority provided those employees who are retained can perform the required work satisfactorily. Senior employees who may be expected to qualify reasonably quickly for the required work will be given an opportunity to do so. When lay-offs become necessary employees possessing plant seniority may elect to accept lay-off rather than transfer, but will waive their rights to the weekly guarantee for the week in which they are so laid off.

The Chief Steward of the Plant shall be informed promptly of lay-offs.

(b) When increasing the working force, the order of recall shall be as follows:

11.

First: Employees possessing Plant Seniority in order of Seniority regardless of the Departments in which they were previously employed provided they can perform the required work satisfactorily. Senior employees who have elected lay-off rather than transfer will be eligible for recall only to operations elected by them in writing at time of lay-off, or at subsequent time within his allowable break.

Second: Employees possessing Departmental Seniority in the Department in which the staff is being increased, in the reverse order to that in which they were laid off, provided they can perform the required work satisfactorily.

Third: Employees possessing Departmental Seniority in other departments in order of seniority as vacancies occur provided they can perform the required work satisfactorily.

The Chief Steward of the Plant shall be informed promptly of recalls.

6. It is mutually agreed that, subject to consideration of ability and seniority, employees may be transferred at the wish of the Company from one Department to another for periods not exceeding three months without affecting their seniority. After three months the transfer will be regarded as permanent and the employee's seniority shall apply in the Department to which he has been transferred. He shall, however, carry with him to the new Department whatever seniority he had accumulated in the Department or Departments in which he previously was employed. A transfer shall not be made permanent against the written objection of the employee's involved.

7. In temporary transfers from one Department to another, the Company will give consideration to seniority, subject to the requirements of the business and the ability of employees to do the work required.

8. If an employee desires transfer to an other Department, he may submit a written application to the Plant Superintendent. If later a vacancy occurs in that Department, those who have such applications on file shall be given prior consideration in order of seniority, provided they possess the necessary qualifications for it.

9. An employee transferred from one Plant of the Company to another shall retain his seniority, subject to approval by the management and Local Union of the Plant to which he is transferred.

10. Vacancies within the bargaining unit shall be filled by step-by step promotion within each Department on the basis of merit, seniority being the governing factor when merit is equal. To qualify for promotion, employees must possess suitable qualifications for the senior job.

In doubtful cases, the Company is willing to discuss the matter with officers of the Union. All promotions shall be on a probationary basis and shall be confirmed only when the promoted employee has demonstrated his ability to perform the new tasks satisfactorily.

Notice of vacancies within the bargaining unit will be posted except in cases where the vacancies must be filled within forty-eight (48) hours.

II. If any employee is absent from work because of accident or sickness, for a period not exceeding two years, he shall not lose seniority, and shall be returned to the position held prior to such absence or to some other position at equal pay,

12.

provided that he possesses the ability to qualify for that position. Applications for re-instatement after the expiry of two years will be considered on their merits.

12. Employees not to exceed two (2) who are elected or appointed to a full-time position with the Union, shall upon proper notice be granted leave of absence, without pay, for a period not to exceed the term of this agreement, and upon one week's notice of their desire to return to work with the Company shall be placed in the position previously held or one at an equal rate of pay, retaining the seniority possessed at the time such leave of absence was granted.

13. Seniority records shall be kept in the Time Office, showing the places on the Seniority list of all employees in every Department. This list shall be accessible to the Chief Steward of the Plant. Upon completion of this agreement and at quarterly intervals thereafter, the Company shall deliver to the Chief Steward of the Local Union a list of all regular employees by Departments in the order of their seniority.

14. The seniority of an employee shall be considered broken, all rights forfeited and there shall be no obligation to re-hire, when he:

(a) Voluntarily leaves the service of the Company, or is dismissed for cause. (An employee who is absent for two full consecutive working days without good and proper reason, or without first securing permission from the Company, shall be considered to have left the Company's service of his own accord).

(b) Fails to return to work when recalled or cannot be located after reasonable effort on the part of the Company. The present method of contact or a telegram or a notice mailed to the employee at the last known address of the employee shall constitute a reasonable effort on the part of the Company, and if within 48 hours of such notice, the employee fails to report for duty, or to advise the Company of the date when he will so report, the Company shall be entitled to assume that the said employee has voluntarily left the Company's employ. In urgent cases, however, where it is necessary to secure workers at notice of less than 48 hours, the Company, if unable to make contact with the senior ^{eligible} employee and so on down the list, until the vacancy is filled. Employees rehired under such circumstances shall retain the positions to which they are appointed, but provided the employees with whom the Company was unable to communicate in time, later within 96 hours, advise the Company of their desire to return to the Company's employ, they shall retain their seniority and shall be eligible for recall on the next occasion of a vacancy in a position for which they possess the required ability.

(c) Has been out of the Company's employ in excess of allowable breaks defined below:

Length of Employee's
Service:

Allowable
Break:

Over 1 month to 12 months

Time equivalent to
one half of his length of service.

Over 1 year

Time equivalent to length of service
up to two years.

These allowable breaks may be extended by adding periods of absence resulting from sickness or personal injury certified by a physician up to two years, or by leave of absence granted by the Company up to one year.

may recall the next senior employee

An employee who returns to work within the time of an allowable break shall retain the Seniority he had at the time he was laid off, but shall not accumulate additional seniority during the period of the lay-off.

An employee with over 3 month's service, if laid off and later rehired within one year, shall receive credit for his past service.

15. Employees who have joined His Majesty's Armed Forces for service in the recent war shall be re-instated upon demobilization in conformity with "The Reinstatement in Civil Employment Act(1946) of the Government of Canada.

16. Technical specialist, or persons whom the Company is training to fill technical, commercial or supervisory positions, may be employed or retained in employment in plant operations irrespective of the seniority provisions of this Article. The Secretary of the Local Union shall be advised of such appointments, Except by agreement with the Union, such appointments shall not exceed 1% of the total number of employees covered by this contract.

17. In case of temporary shortage of work, the Company will endeavour to reduce working hours proportionately in the Department affected before laying employees off, provided however, that such action is compatible with the requirements of the business and will not involve payment of guaranteed hours.

18. Subject to the exigencies of the business, leave of absence without pay up to one year may be granted by the Company on the written request of an employee, provided the reasons stated in the application are sufficient.

19. Changes introduced into the Company's seniority policy as a result of the provisions of this article shall apply only to employees affected by this Agreement who are presently in the employ of the Company, and future employees.

Article XIII- VACATIONS

I. Vacations will be based on service computed to April 1st in the year in which the vacation is to be taken. On April 1st each employee shall become entitled to a vacation with pay on the following basis:

(a) Employees who have not had their first vacation will receive one fifty-second (1/52) of one week's vacation with pay for each week's service computed to April 1st in the year in which the vacation is to be taken.

(b) In the next and subsequent years, employees will receive vacations with pay based on years of service as follows:

After one year's service.	1 week
After five years' service.	2 weeks
After fifteen years' service (female)	3 weeks
After twenty years' service (male)	3 weeks

(c) Vacation pay for each week of vacation for hourly rated employees shall be the normal weekly hours at the regular hourly rate (weekly paid employees, the weekly rate) provided that this amount may be reduced by one fifty-second(1/52)

for each week of absence excepting absences which are:

- (1) With permission up to 30 days annually.
- (2) Due to sickness up to 30 days annually or such longer periods as an employee may be entitled to receive Sick Pay under the Company's Sick Pay Plan, and
- (3) Due to compensable accident.

(d) Employees who become entitled to 2 or 2 weeks' vacation in accordance with (b) above will become eligible for the second or third week's vacation as the case may be upon completion of the required years of service.

2. Vacations may be granted at any time subject to the demands of the business, but the Company will make a sincere effort to grant vacation at times requested by employees. Senior employees in each department should be given preference. Employees eligible for vacation shall be notified of their vacation periods as far in advance as possible. No vacations shall be granted between September 1st and December 31st, unless by special arrangement with the Plant Superintendent.

3. Employees with service of 3 months or longer who leave the service of the Company for any reason other than discharge for cause will be eligible at time of leaving to receive any unexercised vacation credit to which they may be entitled, as follows:

(a) For employees who have received no vacation, one fifty-second (1/52) of one week's vacation with pay for each week of service.

(b) For employees who have received one or more vacations:

- (1) Vacation with pay for which they were eligible at April 1st last preceding.
- (2) One fifty-second of the vacation scale applicable in each case at time of separation for each week of service computed back to April 1st.

4. Every employee shall take his vacation in the vacation season in which he becomes eligible for it. Vacation periods shall not be accumulated from year to year.

5. If a paid statutory holiday falls within the employee's vacation period, the Company will, at its option, either allow the employee concerned a compensatory day's holiday with pay or make payment as provided in Section 5 (a) of Article X.

Article XIV- SAFETY AND HEALTH

The Company shall make reasonable provision for the safety and health of employees during the hours of their employment. Protective devices on machinery and other devices deemed necessary properly to protect employees from injury shall be provided by the Company. This, however, shall not be construed to include such personal necessities as safety-boots, gloves overalls, seabands, or any article which becomes the personal property of the employees.

ARTICLE XV- SICK PAY AND WELFARE PLAN

The sick Pay and Welfare as concluded in negotiations between the company and the union will remain in effect for the term of this agreement.

Article XVI- GOVERNMENT REGULATIONS

It is mutually agreed that no demand shall be made by either party to this Agreement upon the other party, which in any way contravenes laws, orders or regulations issued by, or under the authority of, the Government of Canada or that of the provinces in which the several plants are respectively located, or such agency as may be deputed by either of such government from time to time in regard to Wages, Bonuses, hours, Conditions of Labour, or other related matters.

Article XVII- ABSENCE FROM WORK AND TARDINESS

The Union agrees to-operate with the Company in securing punctual and regular attendance at work, and to do all in its power to eliminate tardiness or absence from work on the part of employees for other than necessary reasons.

Article XVIII- UNION NOTICES

During the life of this Agreement the Company agrees to permit Union Officers, who are employees of the Company to put notices of Union Meetings or of other matters of interest to Union Members upon bulletin boards customarily used for such purposes, provided all such notices are to be first approved by the Plant Superintendent. The Union agrees to refrain (from distributing any other notices or publications upon the Company's premises, and to distribute any printed material at the gates only after working hours.

Article XIX- DURATION OF AGREEMENT

This Agreement shall remain in full force and effect from the date hereof until the first day of August 1950, and on a yearly basis thereafter, provided however that Article XIII (Wages) may be reopened between the first and thirty-first days of July, 1949, on written request by either party to the other. Notice to terminate or otherwise amend may be given before June 1, 1950. During the period of negotiations this Agreement shall remain in force.

ARTICLE XX- LOCAL INTERPRETATION AND ADMINISTRATION

All parties to this Agreement recognize and agree that in its application at each plant the primary responsibility for interpreting, and administering its provisions must rest with the Local Union and the Local Plant Management.

In signing the foregoing agreement, the parties hereto recognize that no rigid rules can of themselves secure mutual co-operation which both parties agree is essential alike to the welfare of the business and to that of employees.

It is therefore, of paramount importance to all concerned that the spirit of this Agreement be followed as faithfully as the written terms.

With this in mind, the parties hereto pledge their best endeavour to carry out the provisions of this Agreement in a spirit of good-will, tolerance and understanding.

For Canada Packers Limited

Wm. R. Carroll
General Superintendent

J. S. Willis
General Personnel Manager.

For United Packinghouse Workers of America.

F. W. Dowling
Canadian Director

S. S. Hughes
John. Lenglet

N. E. Riches
Assistant Directors.

Dated at Toronto, Ontario. August 19th, 1948.

This Agreement is signed by the duly authorized officers of the Locals of the U.P.W.A. set forth below and by the authorized local Managers of the Company's plants as indicated in evidence of their agreement to and concurrence in its terms.

For Canada Packers Limited

G. A. Schell.
Manager Toronto Plant.

G. S. Matthews.
Manager, Peterborough Plant.

H. C. Farnsworth,
Manager, Hull Plant.

P. C. Kelly,
Manager, Montreal Plant.

Joseph Harris,
Manager. St-Boniface Plant.

S. I. McDougall,
Manager, Edmonton, Plant.

L. N. Reynolds,
Manager, Vancouver Plant.

For United Packinghouse Workers of America

Local 114.

Toronto, Ontario

William Fraser, President
Arthur Overs, Secretary

Local 210

Peterborough, Ontario

Alf. Barber, President
R. Bryce Steele, Secretary.

Local 314

Hull, Quebec.

Henri Robert, President,
Jean Yves Bélanger, secretary

Local 357

Montreal, Quebec.

Charles Larose, President
Henry Fisher, Secretary.

Local 216

Winnipeg, Manitoba.

J. Shewchuk, President
S. Yurechuk, secretary.

Local 243

Edmonton, Alberta

A. J. Goruk, president
Roy Jamha, Secretary

Local 162

Vancouver, B.C.

R. Johnson, president
J. Longmuir, Secretary.

Appendix A

Privileges for which those Temporarily Employed in Fruit and Vegetable Canning are Eligible.

Employees temporarily employed for fruit and vegetable canning shall be eligible for the following privileges;

- (a) Overtime at the rate of one and one half their regular rates for all hours worked in excess of 50 hours in any one week.
- (b) Statutory holiday pay on basis of one sixth of the hours worked on the six days prior to the holiday.
- (c) Vacation pay as provided in Article XIII, section I, subsection (a).

The Company agrees to give the union a list of the products which are to be classified as fruits and vegetables for the purpose of the above.

The Company also agreed to supply the union with a list of the employees it transfers from packing operations to fruit and vegetable canning. The employees so listed shall not lose their eligibility for benefits provided under Articles X of the Agreement.

Schedule B

List of the Eight Statutory Holidays to be observed and Paid by the Company as set Forth in Article X, Section 5 (a) of Agreement signed on August 19th, 1948.

Toronto,
Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday, May 24th, Dominion Day.

Peterboro

Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday, May 24th, Dominion Day.

Montreal

Labour Day, Conception Day, Dec. 8th) Christmas Day, New Year's Day, Good Friday, May 24th St-Jean Baptiste, Dominion Day.

Hull

Labour Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday, St-Jean Baptiste Day, Dominion Day, Civic Holiday.

Edmonton.

Civic Holiday, Labour Day, Thanksgiving Day, May 24th, Christmas Day, New Year's Day
Good Friday, Dominion Day.

Vancouver

Labour Day, Thanksgiving Day, Christmas Day, Remembrance Day, New Year's Day,
Good Friday, May 24th, Dominion Day.

Winnipeg.

Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, New Year's Day, Good
Friday, May 24th, Dominion Day.

CANADA PACKERS LIMITED

AGREEMENT

December 22nd, 1947

THE UNITED PACKINGHOUSE
WORKERS OF AMERICA.

C.I.O.

19/1700

Text of Agreement

Reached Dec. 22. 1947 at Toronto

BETWEEN

CANADA PACKERS LIMITED

and

UNITED PACKINGHOUSE WORKERS OF AMERICA

on behalf of Local Unions as under

Toronto, Ont.....	Local 114
Peterborough, Ont.....	Local 210
Hull, Que.....	Local 314
Montreal, Que.....	Local 357
St-Boniface, (Winnipeg)	
Man.....	Local 216
Edmonton, Alta.....	Local 243
Vancouver, B.C.....	Local 162
Charlottetown, P.E.I.....	Local 282

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This Agreement between :

Canada Packers Limited, hereinafter called "the Company".

-and-

The United Packinghouse Workers of America on behalf of the local unions hereinafter named, and herein called "the Union".

Recognizing that the welfare of the Company and that of its employees depends upon the welfare of the business as a whole, and recognizing further that a relationship of goodwill and mutual respect between employers and employees can contribute greatly to the maintenance and increase of that welfare, the parties to this contract join together in the following Agreement :-

ARTICLE I. RECOGNITION

The Company recognizes the Union, affiliated with the Congress of Industrial Organizations and the Canadian Congress of Labour, as the exclusive bargaining agency for its plants as under :-

Plant	Certified Bargaining Agent
Montreal, Quebec.	Local 357, UPWA. -CIO.
Hull, Quebec.	Local 314, UPWA. -CIO.
Toronto, Ontario	Local 114, UPWA. -CIO.
Peterborough, Ont.	Local 210, UPWA. -CIO.
Winnipeg, Man.	Local 216, UPWA. -CIO.
Edmonton, Alta.	Local 243, UPWA. -CIO.
Vancouver, B.C.	Local 162, UPWA. -CIO.
Charlottetown, P.E.I.	Local 282, UPWA. -CIO.

The Company will not bargain collectively with any other labour organization affecting employees in any of the above Plants.

ARTICLE II. OBJECTS

The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees ; to define more clearly hours of work wages and conditions of employment ; to provide an amicable method^{of}/settling differences or grievances which may from time to time arise; to promote mutual interests of the Company and its employees; and to provide for the operation of the Company's Plants under

methods which will serve the interests of producers and consumers as well as those of the Company and its employees.

Since maintenance of a good standard of wages and working conditions depends upon sound and efficient operation of the business, the Union agrees to co-operate with the Company at all times :

- (a) To maintain and improve quality of products.
- (b) To avoid waste of products, materials or time.
- (c) To assist in keeping the Company's premises clean and tidy.
- (d) To conserve and protect machinery and equipment.

It is recognized by this Agreement to be the responsibility of the Company and of its employees to co-operate fully, individually and collectively for the promotion of the aforesaid conditions.

ARTICLE III. EMPLOYEES

1. The term "Employees" as used in this Agreement shall be considered to include all employees of the Company's Plants covered by this Agreement, with the following exceptions :

Executive Officers, Buyers, Salesmen, Office and Clerical Staff, including all in Superintendent's Office and Time Office, Superintendents, Foremen and Regular Weekly paid Subforeman (the number not to exceed the present total of Foremen), Scientific Workers in the Laboratory Security Staff, and other confidential employees on the Plant payroll whose positions are listed in Schedule I to be furnished by the local managements of the respective plants. Weekly paid subforemen, if engaged principally in production work, shall not in case of a lay-off be retained in preference to senior employees solely by reason of their position.

2. Part-time workers, that is, employees normally employed

for 24 hours weekly or less, and casual and temporary workers, that is, those employed for less than six consecutive working days and those temporarily employed for fruit and vegetable canning, are eligible for membership in the Union, but are not entitled to privileges in Articles X and XIII of this Agreement, except in so far as set forth in Appendix A attached.

3. Use of the masculine gender in this Agreement shall be considered also to include the feminine.

ARTICLE IV- CHECK-OFF

1. The Company agrees that upon receipt of written authorization in form prescribed in clause 2 of this Article it will, so long as such authorization remains in force, deduct from the employee's pay on the first pay-day in each calendar month during the term of this Agreement, the amount of the Union dues so authorized to be deducted and will transmit the total sum of the amounts so deducted to the Financial Secretary of the following calendar month, and such authorization shall extend through periods of lay-offs and rehiring provided the employee's seniority has not been broken.

x Local Union on
or before the
1st day of the

2. The following form of authorization is mutually agreed upon as the "prescribed form" referred to in the next preceding clause of this article :

"Subject to the terms of an agreement now in effect between Canada Packers Limited and the United Packinghouse Workers of America, I....., being an employee of Canada Packers Limited, at its plant at....., and a member of Local..... of the United Packinghouse Workers of America, hereby authorize and direct Canada Packers 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 Canada Packers Limited to pay the amounts so deducted to the Financial Secretary of Local....., United Packinghouse Workers of America, whose receipt therefor shall constitute a good and sufficient discharge to Canada Packers Limited for the amounts so deducted from my earnings.

" I reserve the right to cancel this authorization at any time on 15 day's notice to Canada Packers Limited, and agree that if it is so cancelled it may not be again renewed until after the expiration of a further 15-day period.

"Name.....

"Address.....

"Number.....

"Signature.....

"Witness.....

"Dated at.....this.....

day of.....194.,.....

ARTICLE V- MAINTENANCE OF MEMBERSHIP

I. Subject to compliance with the procedure hereinafter set out, it shall be a condition of employment that any employee who on the date hereof 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. An employee shall have satisfied the requirements of

of this clause so long as he has not been expelled from membership in the Union in accordance with its Constitution and By-Laws.

2. No employee shall be subjected to any penalties against his application for membership or for re-instatement 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.

3. If an employee asserts that he has been unfairly deprived of membership in the Union such assertion shall constitute a grievance and shall be dealt with according to the Grievance Procedure established by this Agreement.

ARTICLE VI- MANAGEMENT

Subject only to the provisions of this agreement, the management and operation of the business, and the employment, direction promotion transfer, lay-off, and suspension or discharge of employees for just cause, shall be vested solely in the Management of the Company.

ARTICLE VII- SETTLEMENT OF COMPLAINTS AND GRIEVANCES

1. Both the company and the union emphasize the desirability of a satisfactory grievance procedure, the purpose of which will be to settle as many grievances as possible promptly and on the spot. It is agreed that consultation at any step in the following procedure will take place quietly and speedily so that any possible cause of friction may be reduced to a minimum.

2. The Union agrees to appoint or elect and the company to recognize stewards, who shall be regular employees of the Company, to deal with

matters affecting employees in Departments or groups of Departments in the Company's Plants. A list of these stewards shall be supplied to the Company. The Company shall be advised immediately by the Union in writing of any change in this list.

3. The Union also agrees to appoint or elect a Grievance Committee, all regular employees of the Company, to deal with questions which may not be decided in steps (a), (b), or (c), described in Section 4 below. The Grievance Committee shall include the Chief Steward of the Local Union along with other members as presently provided at each plant affected. A list of Grievance Committee members shall be supplied to the Company. The Company shall be advised immediately in writing of any change in this list.

4. Alleged grievances shall be dealt with progressively in the following manner :

(a) Between the aggrieved employee, or the Union Steward, or both, and the foreman of the department in which the employee works. If the complaint affects the rate of pay of an employee, the Department Steward shall be informed.

(b) Between the Union Steward or Stewards not to exceed two, and the Divisional Supervisor and the Foreman.

(c) Between the Steward and / or the Chief Steward and / or the Union President and the Plant Superintendent or his designated representative.

(d) Between the Grievance Committee and the Plant Management.

A national representative of the Union may be called in if desired by either party. Complaints presented at this stage shall be in writing.

The aggrieved employee or employees may be present during the four above steps, if so desired.

Meetings of the Grievance Committee shall be held at times suitable to the operation of the business, by arrangement between the Plant Superintendent and the Chief Steward of the local union. The Company will pay members of the Grievance Committee at their regular rates for time spent at meetings of the Grievance Committee with management representatives up to an average total not exceeding 24 hours per member during the term of the Agreement. Time spent by members of the Grievance Committee in attendance at meetings with the management outside of the scheduled hours of work shall not be included when calculating overtime or guaranteed time.

5. If, after a sincere effort, it is found impossible to reach a solution locally, a full and circumstantial account of the difference shall be forwarded in writing to the Head Office of the Company and to the National Office of the Union, who shall endeavour to reach a settlement.

6. If settlement is not reached by the above procedure, the matter in dispute shall be referred by the Union or by the Company to an Arbitration Committee of three members one to be appointed by the Union, and one by the Company, and a third, who shall act as chairman, to be mutually agreed upon by the other two. If agreement cannot be reached within one week as to the appointment of a third member, he shall be appointed by the Minister of Labour for the Province in which the dispute arises. A decision of a majority of the Arbitration Committee shall be deemed to be a decision of the Committee. In reaching its decision the Committee shall be governed by the Provisions of this Agreement. Decisions rendered by an Arbitration Committee shall be final and binding upon all parties concerned. The Company and the Union agree each to bear an equal share of expenses incurred, if any, by reason of the employment

of a third member of an Arbitration Committee. In Quebec Province, arbitratio procedure prescribed by the Quebec Trade Disputes Act (S.R.Q. 1941, may be followed.

7. If the Company desires to complain to the Union against any action of the Union, its officers or members as such, the foregoing procedure shall be followed beginning with step (c) of Section 4 of this article.

8. If an employee or the Union or the Company alleges violation of this agreement, the aggrieved party shall set out clearly in writing the alleged violation stating in what respects it is alleged that the agreement has been^{vi}olated. This procedure will apply at stage (c) of Section 4 of this Article.

9. When a grievance which affects the rate of pay of an employee is settled and as a result of the settlement the employee receives an increase in his rate, the increase shall be paid retroactively to the date on which the complaint was first submitted to the Company in writing. A request for a wage increase, if not answered within 72 hours, may be treated as a grievance and handled progressively as set forth in Section 4 of this article.

10. If an employee is dismissed for any reason whatsoever and feels that he has been unjustly dealt with, he shall promptly notify a member of the Grievance Committee who shall within 72 hours of receipt of notice of dismissal by the aggrieved employee (exclusive of Sundays and Statutory Holidays), notify the Plant Superintendent in writing, stating the grounds of objection to the dismissal. The dismissal shall then constitute a grievance and shall be dealt with according to the grievance procedure set out above beginning with Step (c) of Section 4 of this Article. If subsequently is it decided that the employee was unjustly dismissed

he shall be reinstated in his former position and shall be compensated for all time lost at his regular rate of pay. To ensure prompt handling of any such grievance, except by mutual agreement between the Company and the Union, not more than five days (exclusive of Sundays and Statutory Holidays) shall be allowed for consideration under each successive step until the matter is brought to arbitration.

11. If an employee feels he is suffering a grievance he should report the complaint at once in the manner described in Section 4 above. Pending its investigation and settlement he should meanwhile try faithfully to perform the duties assigned to him by his foreman or by any supervisory officer of the Company (in case of transfers subject to provisions of sub-section (c), Section 9. Article X).

12. A Union Steward, or in his absence the Chief Steward may discuss with the foreman of his department direct matters which may effect the welfare of his department as a whole, even though at the time same may not constitute a grievance.

13. Slowdowns and Interruptions of Production - It is agreed that the Union and its members individually and collectively, will not, during the term of this agreement cause, permit or take part in any slowdown or other curtailment or restriction of production or interference with work in or about the Company's plants or premises. The Company reserves the right to discipline any employee taking part in any violation of this provisions of this agreement.

14. Strikes and Lockouts. It is agreed that there shall be no strike by or lockout of employees affected by this agreement during the life of this Agreement or during negotiations for its renewal.

The Company may discipline any employee taking part in any violation of this provision of this agreement.

15. Strike Votes .- The Union agrees that no strike vote of the members of any of the Local Unions will be taken during the term of this Agreement or the course of negotiations with the Company for renewal or extension thereof until an attempt has been made in good faith to settle any differences arising in such negotiations by conciliation, arbitration or some other form of mediation.

ARTICLE VIII- WAGES

(a) The Company agrees to increase wage rates presently in effect in the several plants of the Company by the amounts set forth in Schedule B hereto attached, less seven cents per hour, the said seven cents having been already paid and forming part of the increases set forth in Schedule B.

(b) The increases mentioned in Section (a) of this Article shall be paid retroactively to August 1st, 1947, but in cases where employees have left the service of the Company before December 1st, 1947, the Company shall be responsible to pay the retroactive wages only to employees who apply for them before January 31st, 1948.

(c) Within three months of the date on which this Agreement is signed, the Company will furnish to the union schedules of rates and / or ranges of rates applicable in the several plants of the Company.

ARTICLE IX.- NIGHT PREMIUM

The Company agrees to pay a premium of five cents (5c) per hour to all employees for work performed between the hours of 6.00 P.M. and 6.00 A.M. This premium shall not be considered as part of such employees' basic rates. Where, however, some other method of calculating, Night Premiums is in effect, the existing practice shall prevail.

ARTICLE X- HOURS OF WORK AND OVERTIME

1. The regular work-week shall be considered to be 44 hours (at Hull and Montreal 46 hours) consisting of days of varying lengths as presently in effect and as set out in Schedule C, or in amendments to it made or to be made from time to time.

Because, however, livestock receipts and demand for the Company's products vary from season to season and from day to day, the Union agrees that it may at times be necessary to exceed or to reduce these basic hours of work.

The Company, however, will limit hours of work as far as may be reasonably possible. The Company will first discuss the matter with the Union, if gang overtime is involved and, when feasible, if overtime is involved for individuals. If it is agreed that overtime is necessary the Union will encourage employees to work.

In consideration of the foregoing, the Company agrees to guarantee a minimum work week of 36½ hours (38 at Hull and Montreal) at regular rates of pay, subject to the provisions of Section 9 of this Article.

2. The schedule referred to in Section I above shall prescribe for every department or for groups or individuals within a department the normal numbers of hours of work for every day in the week and the normal times for work to begin and end.

In no case shall the prescribed hours exceed nine in one day and the total of scheduled daily hours shall not exceed 44 in one week, except at Hull and Montreal, where they shall not exceed 46.

The present schedule may be altered from time to time as the exigencies of the business require, The Company, however, agrees that, except by mutual consent, no gang's schedule shall be changed without 7 days' notice, and no individual's schedule without 24 hours' notice, although variations from the schedule may be made to meet changing conditions, as set forth in Section I of this Article. The Union will be consulted before a change is made in a gang's schedule or when feasible, in an individual's schedule. If a change of schedule involves a reduction in take-home pay, it should be subject to grievance procedure.

3. In cases where it becomes necessary to work before or after the schedule, the following rules shall apply ;

(a) Hourly -rated employees :

(1) The Company agrees to pay one and one-half ($1\frac{1}{2}$) times their regular rates to hourly-rated employees for all hours worked in any day in excess of the number of hours prescribed in the schedule for the day.

(2) When, by reason of a late start, it is necessary to work beyond scheduled quitting time, the Company agrees to pay one and one-half ($1\frac{1}{2}$) times his regular rate to an hourly-rated employee required to work after expiry of one hour beyond his scheduled quitting time, even though he may not then have worked the full number of hours scheduled for the day. The Company similarly agrees to pay to an hourly-rated employee one and one-half ($1\frac{1}{2}$) times his regular rate for any hours he may be required to work before his scheduled starting time.

(b) Weekly-paid Employees ;

Weekly-paid employees of the bargaining unit, if required to work in excess of their weekly or daily schedule of hours shall receive compensating time off with pay on the following basis ;

(1) Compensating time off with pay equal to time worked in excess of scheduled hours shall be computed and allowed, such time off to be taken on such days as may be agreed upon between Company and the employees but at the option of the employee as to whether it shall be taken at the beginning or end of the day.

(2) Provided, however, that, if in any day the overtime amounts to 30 minutes or less, it may be compensated for at the option of the employer at any time during the same week; but if in any day the overtime is more than thirty (30) minutes, it shall be accumulated unless otherwise agreed upon.

(3) Provided further that except by consent of the employee affected accumulated overtime shall be taken in half days or multiples thereof.

4. The Company agrees to pay to regular hourly-rated employees double their regular rates for work performed on Sundays except by those workers whose schedule calls for work on Sunday. If an employee's regular day off falls on a week day, he shall be paid double the regular rate for hours worked on such a day.

5. (a) The Company agrees to pay all regular hourly-rated employees at their regular rates whether they work or not, for the normal hours of work, as set forth in Schedule C attached on each of eight public holidays as set forth in schedule D attached.

If any of these days falls on a Sunday, the day proclaimed in its stead by the Government of Canada shall be observed.

No other holidays over and above these eight shall be observed and on all other days (Sundays excepted) employees will work if

required to do so and regular rates shall apply, excepting only that, if by competent authority some special and non-recurring public holiday of general observance is proclaimed, such day may be observed and hourly-rated employees required to work on it shall, for the hours so worked, receive $1\frac{1}{2}$ times their regular rates.

(b) If hourly-rated employees do perform work on any of the above eight public holidays, they shall receive pay at their regular rates for their scheduled hours of work on such days, as set forth in (a) above and shall in addition be paid at regular rates for all hours worked on such days.

(c) Any employee engaged upon shift work whose day off falls on any of the eight agreed public holidays shall be paid at the regular rate for the normal hours of work which he would perform on such day. Shift employees who are called upon to work on any of the eight agreed public holidays may elect to receive double the regular rate for the work performed upon such day, or may elect to receive the regular rate and to be allowed a day off with pay and may, if they so elect, accumulate such days off, to be taken at such time as best suits the reasonable convenience of the management after consultation with the employee concerned.

(d) Employees absent on the work-days next preceding or next following any Statutory holidays shall not be entitled to pay for such holiday unless the absentee received permission from the Company to be absent or was absent because of sickness or for other good cause arising from circumstances beyond his control.

6. Any hourly-rated employee who has been called out to work and is dismissed for that day by reason of some cause for

which he is not responsible, shall receive for that day at least four hours pay at his regular rate, except that for Saturday, he shall receive at least three hours pay at his regular rate.

7. Any hourly-rated employee who is specially called in at any time outside his normal working hours shall be through when the emergency is over, but shall nevertheless, be paid for a minimum of four hours at his regular rate.

8. The Union agrees that its officers, stewards, and members shall not collect Union dues, nor transact Union business during hours for which they are paid by the Company, except with the permission of the Company. No Steward may leave his Department without securing permission from his foreman. Permission will be granted as soon as reasonably possible.

9. The Company agrees to guarantee every employee not otherwise excluded (in every week of employment 36½ hours (at Hull and Montreal 38 hours) pay at regular rates, subject to the following provisions. Premiums for night work shall not be considered when calculating what guarantee, if any is to be paid.

(a) The Company shall adjust gangs in proportion to the work available or expected. To provide employees with the guaranteed hours of work, the Company shall be free to distribute work within departments and to transfer employees from one department to another, reasonable consideration being given to ability, to seniority and to extreme changes in temperature.

(b) An exception to the weekly guarantee occurs in the case of gangs hired on a temporary basis and normally providing employment for a period of less than six (6) consecutive working days.

(c) The Union agrees and the Company expects that employees will perform whatever tasks may be assigned to them conscientiously. If an employee declines to perform the task assigned to him, the Company shall be absolved from its guarantee in respect to the hours so lost by that employee.

(d) Any employee who is tardy or absent from work on any day or part of a day that he is scheduled or directed to work shall have his guarantee reduced by the time so lost.

(e) An employee who is employed after the first of the payroll week shall be guaranteed that fraction of $36\frac{1}{2}$ (at Hull and Montreal 38) hours work which the number of days remaining of the payroll week is of his scheduled work week.

(f) The guarantee shall be the same in weeks in which the eight paid public holidays occur as in others. Pay received for public holidays shall be regarded as part of the guarantee.

10. An employee shall be given not less than 48 hours' notice of lay-off. Employees on the payroll at the beginning of the work week shall be paid for the guaranteed number of hours of work for that week.

11. Employees shall not be regularly required to work more than 5 hours, or one hour after scheduled quitting time, without a meal period.

ARTICLE XI- REST PERIODS

The Company agrees to grant Rest Periods of 10 minutes each during morning and afternoon shifts, provided the working time of the shift exceeds $2\frac{1}{2}$ hours. The Union agrees that, except in cases of personal necessity, employees shall not ask for a ditional time off

during the working day. The Union agrees that Rest Periods are a privilege and should not be abused.

ARTICLE XII- SENIORITY

1. Subject to the provisions of this Article, seniority shall mean accumulated service with the Company.

2. The term "merit" as used in this Article shall mean aptitude and ability to perform required work efficiently.

3. For 3 months after being hired, new employees shall be regarded as probationers and shall have no seniority. After 3 months' service, they shall become regular employees and shall receive credit for seniority from the date of their employment.

4. Regular employees shall be regarded as falling into two classes :

(a) Those with "Departmental Seniority".

(b) Those with "Plant Seniority".

Upon completion of the probationary period, Departmental Seniority shall prevail for the following periods, after which employees shall possess Plant Seniority :

At Hull, Peterborough,

Edmonton, Vancouver, and Charlottetown.....3 months

At Toronto, Montreal and St-Boniface.....9 months

5. (a) In case it becomes necessary to reduce the working force, the order of lay-off shall be :

First : Part-time employees, except under special circumstances by agreement with the Union.

Second : Probationary employees in order of merit, provided, however, that regular employees remaining can perform the required tasks satisfactorily. Where merit is equal, length of service shall govern.

Third : Departmental employees attached to the Department the staff of which is being reduced, on the basis of seniority and merit. Where merit is equal, seniority shall govern.

Fourth : Departmental employees in other Departments, on the same basis.

Fifth : Plant employees in order of seniority , provided those employees who are retained can perform the required work satisfactorily. Senior employees who may be expected to qualify reasonably quickly for the required work will be given an opportunity to do so. When lay-offs become necessary, employees possessing plant seniority may elect to accept lay-off rather than transfer, but will waive their rights to the weekly guarantee for the week in which they are so laid off.

The Chief Steward of the Plant shall be informed promptly of lay-offs.

(b) When increasing the working force, the order of recall shall be as follows :

First : Employees possessing Plant Seniority in order of Seniority, regardless of the Departments in which they were previously employed provided they can perform the required work satisfactorily Senior employees who have elected lay-off rather than transfer will be eligible for recall only to operations elected by them in writing at time of lay-off, or at subsequent time within his allowable break.

Second : Employees possessing Departmental Seniority in the Department in which the staff is being increased, in the reverse order to that in which they were laid off, provided they can perform the required work satisfactorily.

Third : Employees possessing Departmental Seniority in other departments in order of seniority as vacancies occur provided they can perform the required work satisfactorily.

The Chief Steward of the Plant shall be informed promptly of recalls.

6. Is mutually agreed that, subject to consideration of ability and seniority, employees may be transferred at the wish of the Company from one Department to another for periods not exceeding three months without affecting their seniority. After three months the transfer will be regarded as permanent and the employee's seniority shall apply in the Department to which he has been transferred. He shall, however, carry with him to the new Department whatever seniority he had accumulated in the Department or Departments in which he previously was employed. A transfer shall not be made permanent against the written objection of the employee involved.

7. In temporary transfers from one Department to another, the Company will give consideration to seniority, subject to the requirements of the business and the ability of employees to do the work required.

8. If an employee desires transfer to another Department, he may submit a written application to the Plant Superintendent. If later a vacancy occurs in that Department, those who have such applications on file shall be given prior consideration in order of seniority provided they possess the necessary qualifications for it.

9. An employee transferred from one Plant of the Company to another shall retain his seniority, subject to approval by the Management and Local Union of the Plant to which he is transferred.

10. Vacancies within the bargaining unit shall be filled by step-by-step promotion within, each Department on the basis of merit, seniority being the governing factor when merit is equal. To qualify for promotion, employees must possess suitable qualifications for the senior job.

In doubtful cases, the Company is willing to discuss the matter with officers of the Union. All promotions shall be on a probationary basis and shall be confirmed only when the promoted employee has demonstrated his ability to perform the new task satisfactorily.

Notice of vacancies within the bargaining unit will be posted except in cases where the vacancies must be filled within forty-eight (48) hours.

11. If any employee is absent from work because of accident or sickness, for a period not exceeding two years, he shall not lose seniority, and shall be returned to the position held prior to such absence or to some other position at equal pay, provided that he possess the ability to qualify for that position. Applications for re-instatement after the expiry of two years will be considered on their merits.

12. Employees, not to exceed two (2) who are elected or appointed to a full-time position with the Union, shall upon proper notice be granted leave of absence, without pay, for a period not to exceed the term of this agreement, and upon one week's notice of their desire to return to work with the Company shall be placed in the position previously held or one at an equal rate of pay, retaining the seniority possessed at the time such leave of absence was granted.

13. Seniority records shall be kept in the Time Office, showing the places on the Seniority list of all employees in every Department. This list shall be accessible to the Chief Steward of the Plant. Upon completion of this agreement and at quarterly intervals thereafter, the Company shall deliver to the Chief Steward, of the Local Union a list of all regular employees by Departments in the order of their seniority.

14. The seniority of an employee shall be considered broken,

all rights forfeited and there shall be no obligation to re-hire, when he :

(a) Voluntarily leaves the service of the Company , or is dismissed for cause. (An employee who is absent for two full consecutive working days without good and proper reason, or without first securing permission from the Company, shall be considered to have left the Company's service of his own accord).

(b) Fails to return to work when recalled or cannot be located after reasonable effort on the part of the Company. The present method of contact or a telegram or a notice mailed to the employee at the last known address of the employee, shall constitute a reasonable effort on the part of the Company, and if within 48 hours of such notice, the employee fails to report for duty, or to advise the Company of the date when he will so report, the Company shall be entitled to assume that the said employee has voluntarily left the Company's employ. In urgent cases, however, where it is necessary to secure workers at notice of less than 48 hours, the Company if unable to make contact with the senior eligible employee, may recall the next senior employee and so on down the list, until the vacancy is filled. Employees rehired under such circumstances shall retain the positions to which they are appointed, but provided the employees with whom the Company was unable to communicate intimate later within 96 hours advise the Company of their desire to return to the Company's employ, they shall retain their seniority and shall be eligible for recall on the next occasion of a vacancy in a position for which they possess the required ability.

(c) Has been out of the Company's employ in excess of allowable breaks defined below.

Length of Employee's
Service

Allowable
Break :

Over 1 month to
12 months

Time equivalent to one half of his
length of service.

Over 1 year.

Time equivalent to length of service
up to two years.

These allowable breaks may be extended by adding periods of absence resulting from sickness or personal injury, certified by a physician, up to two years, or by leave of absence granted by the Company up to one year.

An employee who returns to work within the time of an allowable break shall retain the Seniority he had at the time he was laid off, but shall not accumulate additional seniority during the period of the lay-off.

An employee with over 3 months' service if laid off and later rehired within one year, shall receive credit for his past service.

15. Employees who have jointed His Majesty's Armed Forces for service in the recent war shall be re-instated upon demobilization in conformity with " The Reinstatement in Civil Employment Act (1946) of the Government of Canada.

16. Technical specialists, or persons whom the Company is training to fill technical, commercial or supervisory, positions, may be employed or retained in employment in plant operations irrespective of the seniority provisions of this Article, The Secretary of the Local Union shall be advised of such appointments, Except by agreement with the Union, such appointments shall not exceed 1% of the total number of employees covered by this contract.

17. In case of temporary shortage of work, the Company will endeavour to reduce working hours proportionately in the Department affected before laying employees off, provided however, that such action is compatible with the requirements of the business and will not involve payment of guaranteed hours.

18. Subject to the exigencies of the business, leave of absence without pay up to one year may be granted by the Company on the written request of an employee, provided the reasons stated in the application are sufficient.

19. Changes introduced into the Company's seniority policy as a result of the provisions of this Article shall apply only to employees affected by this Agreement who are presently in the employ of the Company, and future employees.

ARTICLE XIII- VACATIONS

1. Eligibility for vacations shall be calculated as follows :

(a) Employees who join the staff of the Company shall for the calendar year in which they are first employed become eligible to receive one fifty-second of one week's vacation with pay for every completed week of service, such vacation to be taken during the vacation season beginning January 1st next following.

(b) In the next and subsequent years, vacations shall be based upon completed years of service reckoned to December, 31st, the vacation to be taken in the vacation season immediately following.

(c) Vacations shall be granted for completed years of service as follows :

After 1 year ' service..... 1 week

After 5 years' service..... 2 weeks

After 15 years' service
(by females) 3 weeks.

After 20 years' service
(by males) 3 weeks

2. The vacation week shall be considered to consist of 44 hours except at Hull and Montreal, where it will be 46.

3. Vacations may be granted at any time subject to the requirements of the business, but the Company will make a sincere effort to grant vacations at times requested by employees. Senior employees in each department should be given preference. Employees eligible for vacation shall be notified of their vacation periods as far in advance as possible. No vacations shall be granted between September 1st and December 31st, unless by special arrangements with the Plant Superintendent.

4. Employees who leave the service of the Company for any reason other than discharge for cause shall receive any unexercised vacation of privileges for which they may be eligible at time leaving.

5. Every employee shall take his vacation in the vacation season in which he becomes eligible for it. Vacation periods shall not be accumulated from year to year.

6. If a statutory holiday for which the Company contracts to pay falls within the employee's vacation period the Company will at its option, either allow the employee concerned a compensatory day's holiday with pay or make payment at regular scheduled rates for the hours normally worked on such statutory holiday.

ARTICLE XIV- SAFETY AND HEALTH

The Company shall make reasonable provision for the safety

and health of employees during the hours of their employment. Protective devices on machinery and other devices deemed necessary properly to protect employees from injury shall be provided by the Company. This, however, shall not be construed to include such personal necessities as safety-boots, gloves, overalls, scabbards, or any article which becomes the personal property of the employees.

ARTICLE XV- GOVERNEMENT REGULATIONS

It is mutually agreed that no demand shall be made by either party to this Agreement upon the other party, which in any way contravenes laws, orders or regulations issued by, or under the authority of, the Government of Canada or that of the provinces in which the several plants are respectively located, or such agency as may be deputed by either of such governments from time to time in regard to Wages, Bonuses, Hours, Conditions of Labour, or other related matters.

ARTICLE XVI- ABSENCE FROM WORK AND TARDINESS

The Union agrees to co-operate with the Company in securing punctual and regular attendance at work, and to do all in its power to eliminate tardiness or absence from work on the part of employees for other than necessary reasons.

ARTICLE XVII- UNION NOTICES

During the life of this Agreement the Company agrees to permit Union Officers, who are employees of the Company, to put notices of Union Meetings or of other matters of interest to Union Members upon bulletin boards customarily used for such purposes, provided all such notices are to be first approved by the Plant Superintendent. The Union agrees to refrain from distributing any other

notices or publications upon the Company's premises, and to distribute any printed material at the gates only after working hours.

ARTICLE XVIII- DURATION OF AGREEMENT

This Agreement shall remain in full force and effect from the date hereof until the first day of August, 1948, and on a yearly basis thereafter. Notice to terminate or amend may be given before June 1 in each year. During the period of negotiations this Agreement shall remain in force.

ARTICLE XIX- LOCAL INTERPRETATION AND ADMINISTRATION

All parties to this Agreement recognize and agree that in its application at each plant the primary responsibility for interpreting and administering its provisions must rest with the Local Union and the Local Plant Management.

In signing the foregoing agreement, the parties hereto recognize that no rigid rules can of themselves, secure mutual co-operation which both parties agree is essential alike to the welfare of the business and to that of employees.

It is therefore, of paramount importance to all concerned that the spirit of this Agreement be followed as faithfully as the written terms.

With this in mind, the parties hereto pledge their best endeavour to carry out the provisions of this Agreement in a spirit of good-will tolerance and understanding.

For Canada Packers Limited

WM. R. Carroll
General Superintendent

For United Packinghouse Workers of America

F.W.Dowling
Canadian Director.

S.S.Hughes
Director for Eastern Canada.

E.G.Kirk
Committee Member.

Dated at Toronto, Ontario, December, 22nd, 1947.

This Agreement is signed by the duly authorized officers of the Local of the U.P.W.A. set forth below and by the authorized local Managers of the Company's plants as indicated in evidence of their agreement to and concurrence in its terms.

For Canada Packers Limited

G.A.Schell
Manager, Toronto, Plant

G.S. Matthews
Manager, Peterborough, Plant.

H.C.Farnsworth,
Manager, Hull Plant,

P.C.Kelley,
Manager Montreal, Plant.

Joseph Harris
Manager St-Boniface Plant.

S.F.McDougall
Manager, Edmonton Plant.

L.N. Reynolds,
Manager, Vancouver Plant.

For United Packinghouse Workers of America

Local 114

Toronto, Ontario

President : W.Fwaser
Secretary : Tom McLaughlin

Local 210

President : H. Leggitt
Secretary : Bryce Steele

Peterborough, Ontario

Local 314

President : WM. Battison
Secretary : Roger Pilon

Hull, Quebec.

Local 357

President : Charles Larose
Secretary : Henry Fisher

Montreal, Quebec.

Local 216

President : J. Harris
Secretary : Allan Livingstone

Winnipeg, Manitoba,

Local 243

President : A.J. Goruk
Secretary : R.H. Janha

Edmonton, Alberta

Local 162

President : R. Johnson
Secretary : John Longmuir

Vancouver, B.C.

APPENDIX A

Privileges for which those temporarily Employed in Fruit and Vegetable Canning are Eligible.

Employees temporarily employed for fruit and vegetable canning shall be eligible for the following privileges :

- (a) Overtime at the rate of one and one half their regular rates for all hours worked in excess of 50 hours in any one week.
- (b) Statutory holiday pay on basis of one sixth of the hours worked on the six days prior to the holiday.
- (c) Vacation pay as provided in Article XIII, Section I, Subsection (a).

The Company agrees to give the union a list of the products which are to be classified as fruits and vegetables for the purpose of the above.

The Company also agrees to supply the union with a list of the employees it transfers from packing operations to fruit and vegetable canning. The employees so listed shall not lose their eligibility for benefits provided under Articles X and XIII of the Agreement.

SCHEDULE B

Wage Increases

The Wage increases referred to in Article VIII of this Agreement are as below :

	per hour
Toronto and Vancouver Plants.	10¢
Winnipeg and Edmonton Plants	
Employees rated at 77¢ and under	11½¢
Employees rated at 77½¢ to 99¢	12¢
Employees rated at 99½¢ and over	12½¢
Montreal and Hull Plants	13¢
Peterboro Plant	14¢
Charlottetown Plant	15¢

Weekly paid employees of the Bargaining Unit shall receive an increase equivalent to the increase applicable to the hourly rated employees in the several plants multiplied by the numbers of hours provided in Article X. Section I, of the Agreement.

Schedule D

List of the Eight Statutory Holidays to be Observed and Paid by the Company as set Forth in Article X Section 5 (a) of Agreement signed on December 22nd 1947.

Toronto

Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday, May 24th, Dominion Day.

Peterboro

Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday, May 24th, Dominion Day.

Montreal

Labour Day, Christmas Day, Boxing Day, New Year's Day, Jan. 2 Good Friday, St. Jean Baptiste Day, Dominion Day.

Hull

Labour Day, Thanksgiving Day, Christmas Day, New Year's Day, Epiphany, Good Friday, May 24th, Dominion Day.

Edmonton

Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, New Year's Day, Good Friday, Dominion Day.

Vancouver

Labour Day, Thanksgiving Day, Christmas Day, Remembrance Day, New Year's Day, Good Friday, May 24th, Dominion Day.

Charlottetown

Labour Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday, May 24th, June 9th, Dominion Day.

Winnipeg

Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday, May 24th, Dominion Day.

PREAMBLE TO THE AGREEMENT

CHAPTER One of Packinghouse, Butchers and Allied Food Workers Union of Canada, Local 75, comprising a majority of employees of Canada Packers Limited at Quebec City Branches, and the Company itself, recognizing that there exists between both parties a community of interest, hereby enter into an Agreement to initiate and maintain a harmonious and co-operative relationship between both parties which will enhance production and the general well-being of all concerned.

It is the intention of this Agreement, which is freely entered into by both parties, that a spirit of friendliness and mutual consideration shall at all times prevail upon the properties of the Company between the Company and its employees and to that end this Agreement is signed in good faith and sincerity by

CHAPTER ONE OF PACKINGHOUSE,

BUTCHERS AND ALLIED FOOD WORKERS

UNION OF CANADA

AND

CANADA PACKERS LIMITED.

19/282

THIS AGREEMENT made this first day of June 1945,
Between Canada Packers Limited, having its places of
business situated on Crown Street and on St. Paul Street
in the city of Quebec and known as Canada Packers'
Quebec City Branches, hereinafter referred to as the
"Company", and Chapter One of Packinghouse, Butchers
and Allied Food Workers Union of Canada, Local 75
affiliated with the Trades and Labour Congress of
Canada, hereinafter referred to as the "Union"

W I T N E S S E T H :

ARTICLE 1 RECOGNITION:

1. The Company agrees to recognize the Union as the
exclusive collective bargaining agency with respect to
wages, hours of work and conditions of employment for
all employees of the Company's Branches Located on
Crown Street and on St. Paul Street in the city of Quebec.
with the following exceptions:

(a) Branch Manager, Assistant Managers and

Department Managers,

(b) Office Staff and Salesmen.

(c) Foremen, Assistant Foremen, Plant Clerks,
Watchmen or other confidential employees as
set forth in Schedule "A" attached,

(d) Temporary, Casual and part time employees.

ARTICLE 1 RECOGNITION:
(continued)

1. 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 threats, intimidation or coercion in solicitation of membership and will not pursue any other union activity on Company's Time except that permitted by the rules of this Agreement.
3. Use of the masculine gender in this Agreement shall be considered to include the feminine.

ARTICLE 11 MANAGEMENT:

The management and operation of the business, and the employment direction, promotion, transfer, suspension, lay-off and discharge of employees shall be vested exclusively in the Management of the Company. The Company, however, agrees that this authority shall not be used to differentiate unfairly between employees, for the reason only that they, or any of them, may or may not be members of the Union.

ARTICLE 111 HOURS OF WORK AND OVERTIME.

1. The regular working week shall be considered to be 53 hours, consisting of 9½ hours Mondays through Fridays and 5½ hours on Saturdays. After these hours, time and a half shall apply. Overtime shall be calculated

ARTICLE 111 (Continued)

on a daily or a weekly basis whichever is greater, but in no case shall be paid on a combination of daily and weekly hours. The Company will endeavour to reduce these hours when possible to do so without interfering with efficient branch operations.

2. Regular employees shall be paid for the following holidays during which their services are not required:

New Year's Day, and the day after
Epiphany Day
Good Friday until noon
Ascension Day
St. Jean Baptiste Day
Dominion Day (July 1st)
Labour Day
All Saints Day
Immaculate Conception Day
Christmas Day and the day after

3. Employees agree that in cases of emergency they will work on the above public holidays or on Sundays .

For all hours so worked the Company will pay time and a half.

4. If any of these days falls on Sunday, the day declared in its stead shall be observed.

ARTICLE IV CONCILIATION PROCEDURE:

1. The Union will appoint and the Company will recognize a Conciliation Committee of three members to deal with complaints or grievances. The committee shall be chosen by Chapter 1 of the Union, and all three of its members shall be regular employees of the Company, at least one of whom shall be chosen from amongst employees at the St. Paul Street Branch of the Company , and one from amongst employees at the Crown Street Branch of the Company.

ARTICLE IV. CONCILIATION PROCEDURES: (Cont'd)

2. Complaints or grievances shall be handled progressively in the following manner:

- (a) Between the aggrieved employee or employees with or without a member of the Conciliation Committee, and the foremen of the department in which he works.
- (b) Between the aggrieved employee or employees, with or without a member of the Conciliation Committee, and the Branch Manager or some one deputed by him to act in his stead.
- (c) Between the Conciliation Committee and Branch Manager. Complaints to be dealt with in this step shall be submitted in writing.

3. Should the Manager and the Conciliation Committee fail to reach agreement, the matter shall be referred to an Arbitration Committee of three members, one appointed by the Company, one appointed by the Union, and a third, who shall act as Chairmen, chosen by the other two. Should the representatives appointed by the Company and the Union fail within five (5) days to agree on a Chairman, he shall be appointed by the Minister of Labour for the Province of Quebec.

When an Arbitration Committee has been set up by the above procedure, it shall meet and hear the evidence of both sides and render a decision within seven (7) days after the completion of the taking of evidence. A decision of a majority of the Arbitration Committee shall be deemed a decision by the Committee. Any decision by such an Arbitration Committee shall be final and binding on all parties concerned.

ARTICLE IV CONCILIATION PROCEDURE: (Cont'd).

4. If an employee is dismissed for any reason whatsoever and feels that he has been unjustly dealt with, he shall within 72 hours from receipt of such notice of dismissal notify concurrently in writing both the Conciliation Committee and the Branch Manager. 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 shall be reinstated in his former position and shall be compensated for all time lost at his regular rate of pay.

5. During the life of this Agreement, or while any negotiations for its renewal are in progress, there shall be no strike, sit-down, slow-down, or stoppage of work either complete or partial on the part of employees, nor lockout of employees on the part of the Company. The Union agrees to cooperate actively in carrying out the terms of this section.

6. It is agreed that there shall be no strike by or lockout of employees affected by this Agreement until all the procedure provided herein for the settlement of disputes or grievances has been exhausted.

ARTICLE V TRANSFERS:

(a) If an employee shall be temporarily transferred to a job for which it has been the custom of the Company to pay a higher rate, he shall, after six (6) weeks continuous performance of such a job, receive the rate customarily paid by

ARTICLE V TRANSFERS: (Cont'd).

the Company for it, provided , however that in the opinion of the Company's Superintendent such work is being competently performed by the employee in question.

(b) If on the other hand an employee is temporarily transferred to a job for which it has been the custom of the Company to pay a lower rate , he shall continue to receive his previous rate for a period not to exceed six weeks, but after six weeks the transfer shall be considered permanent , and the employee may thereafter be paid the rate customarily paid by the Company for the work to which such employee has been transferred. No employee may be permanently transferred to a lower paid job without his consent.

ARTICLE VI SENIORITY:

1. Seniority shall be based on length of continuous service with the Company and shall be on a Branch basis.
2. Layoffs and rehiring shall be on basis of merit and seniority. Where merit is equal , seniority shall rule. Merit shall, without limiting the generality of the foregoing , be construed to include knowledge, skill, efficiency, reliability, courtesy, physical fitness , punctuality and regularity of attendance at work. Cases of disagreement may be referred to the Conciliation Committee.
3. Employees transferred from any other unit of the Company shall retain seniority from the date of employment by the Company.

ARTICLE VI SENIORITY: (Cont'd).

4. Vacancies within the bargaining unit shall, as far as possible be filled by step by step promotion . It is understood , however, that to qualify for promotion, senior employees must possess the necessary knowledge, skill, training, ability and physical fitness. In doubtful cases, the Company may discuss the matter with the executive officers of the Union, All promotions shall be on a probationary basis and shall be confirmed only when the employee concerned has demonstrated his ability to perform the new task efficiently.
5. The seniority of an employee shall be considered broken, all rights forfeited and there shall be no obligation to rehire when he or she.
 - (1) Voluntarily leaves the service of the Company or is discharged for cause. An employee who is absent for three (3) consecutive days without good and proper reason, or without first securing permission from the Company , shall be considered to have left the Company's service of his own accord.
 - (2) Fails to return to work when recalled or cannot be located after reasonable effort on the part of the Company. The present method of contact or a telegram or a notice mailed to an employee at the last known address of the employee, shall constitute a reasonable effort on the part of the Company, and if within 48 hours of such notice, the employee fails to report for duty, or to advise the Company of the date when he will so report, the Company shall be entitled to assume that the said employee has voluntarily left the Company's employ.
6. Employees who have joined His Majesty's Armed Forces Shall be reinstated upon demobilisation in conformity with "The Reinstatement in Civil Employment Act" (1942) of the Government of Canada.

ARTICLE VI SENIORITY: (Cont'd).

7. Technical specialists, or persons whom the Company is training to fill specialized technical or commercial positions may be employed or retained in employment, irrespective of the seniority provisions of this article . The Secretary of Local shall be advised of such appointments.
8. Seniority Records shall be kept in the Branch Office , and shall be made available upon request to members of the Conciliation Committee.
9. One employee who may be elected to a full time position with the Union, may upon proper notice be granted leave of absence, without pay , not to exceed the life of this Agreement and upon ~~one~~ week 's notice of his desire to return to work for the Company shall be placed in the post previously held or one at an equal rate of pay, and on such return shall receive credit for seniority acquired up to the date when the leave of absence was granted.
10. Changes introduced into the Company's Seniority Policy as a result of the provisions of this Article, shall **not** be retroactive.

ARTICLE VII:

1. The Company agrees that upon receipt of written authorization in form prescribed in Section 2 of this Article it will, so long as such authorization remains in force, deduct

ARTICLE VII : (Continued).

from the employee's pay on the first pay day in each calendar month during the term of this Agreement the amount of the Union dues so authorized to be deducted 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.

2. The following form of authorization is mutually agreed upon as the prescribed form referred to in the next preceding clause of this Article.

"JE,....., étant un employé de (Nom de la Compagnie) a (Adresse du plant) et un membre du local de PACKINGHOUSE, BUTCHERS & ALLIED FOOD WORKERS UNION OF CANADA, autorise, par les présentes, mon employeur a deduire mensuellement, le premier jour de paie de chaque mois, de mon salaire, la somme de \$ étant le montant de ma contribution mensuelle au Local J'autorise de plus mon employeur a remettre le montant ainsi deduit au Secrétaire Financier du Local de PACKINGHOUSE, BUTCHERS & ALLIED FOOD WORKERS UNION OF CANADA.

Adresse Telephone
Departement Horloge No.
. 1945 (Shop Steward ou Re-
presentante

ARTICLE VII: (Continued)

3. It is mutually agreed that employees may discontinue the Check Off on 15 days' notice to the Company.

ARTICLE VIII VISITS BY UNION OFFICIALS:

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

ARTICLE IX SAFETY AND HEALTH:

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

ARTICLE X VACATIONS:

(a) The Company agrees, subject to the provisions set forth in the following sections of this Article, to grant the following schedule of vacations with pay to regular employees covered by this Agreement.

After 1 year's service		1 week
" 5 "	"	2 weeks
" 15 "	"	(Females) 3 weeks
" 20 "	"	(Males) 3 weeks

(b) Vacations shall be paid on basis of regular week's pay.

ARTICLE X VACATIONS: (Continued)

- (c) Vacations may be granted at any time subject to the requirements of the business, but the Company will make a sincere effort to grant vacations at times requested by employees. Employees who wish to take their holidays in order to go to camp with Reserve Army units, shall have preference, senior employees in each department being given the next choice. Employees eligible for vacation shall be notified of their vacation periods as far in advance as possible.
- (d) Unexercised vacation privileges shall be forfeited if an employee voluntarily leaves the Company's employment or is discharged for cause.
- (e) In case an employee is laid off for lack of work, or enters His Majesty's Active Service Forces, no allowance shall be made in respect of unexercised vacation privileges unless at least six (6) months have elapsed since the granting of a paid vacation to such employee. Where six (6) months have elapsed since the granting of the last vacation, an allowance shall be made equal to one-twelfth ($1/12$) of the normal vacation pay for each full calendar month that may have elapsed since the granting of the preceding vacation, or since September 1st, preceding whichever is the more recent.
- (f) Every employee shall take his vacation in the year in which he becomes eligible for it. Vacation periods shall not be accumulated from year to year.

ARTICLE XI GUARANTEE OF WAGES:

The Company agrees to continue its present practice of paying regular weekly paid employees a full week's pay in weeks containing the public holidays as set forth in Article III above. It also agrees to pay to regular weekly paid employees possessing more than one year's service, for time lost as a result of sickness or accident. It is, however, understood that such periods of payment in excess of a total of one week in any year shall be at the discretion of the Company. The Union agrees to do all possible to avoid abuse of this privilege. The Company shall be at liberty to require a medical certificate as evidence of the cause of absence.

ARTICLE XII WAGES:

The Company agrees to pay and the Union to accept the scale of wage rates and ranges of rates presently existing in the Company's Quebec Branches. The Union, however, reserves the right to apply to the War Labour Board for adjustment of rates, provided it is established that such higher rates are being generally paid in comparable establishments in Quebec City and vicinity.

ARTICLE XIII DURATION OF AGREEMENT:

This Agreement shall remain in full force and effect for the period of one year from the date hereof and shall be renewed automatically from year to year, provided that either

ARTICLE XIII DURATION OF AGREEMENT (Cont'd).

party may give to the other party, within 30 days of the expiration of any period of 12 calendar months, the first such period commencing as from the date hereof, 30 days' written notice of its intention to terminate or seek amendment of this Agreement. Within 10 days after receipt of such notice of intention, negotiations for renewal of the Agreement shall begin between the Company and the Union. However, during the negotiating period, this Agreement shall remain in force.

DATED QUEBEC this 1st DAY OF JUNE 1945.

SIGNED ON behalf of the Parties hereto by their duly authorized representatives.

CANADA PACKERS LIMITED

C.A. STEWART

CHAPTER ONE OF PACKINGHOUSE
BUTCHERS AND ALLIED FOOD
WORKERS UNION OF CANADA,
LOCAL.

(Sgd) P.E. BRETON

(Sgd) J.B. RENAUD

(Sgd) PAUL LECOURS

APPROVED BY REPRESENTATIVES OF
THE TRADES AND LABOUR CONGRESS
OF CANADA.

CANADA PACKERS LIMITED

CONVENTION COLLECTIVE

le 1er octobre, 1946.

LES OUVRIERS

DES SALAISONS D'AMERIQUE

C I O

19/1345

Traduction française de la

CONVENTION COLLECTIVE

intervenue le 1er octobre 1946.

à Winnipeg

ENTRE

CANADA PACKERS LIMITED

et

LES OUVRIERS UNIS DES

SALAISSONS D'AMERIQUE

dela part des Unions Locales comme ci-dessous ;

Toronto Ont.....	Local 114
Peterborough, Ont....	Local 210
Hull, Qué.....	Local 314
Montréal, Qué.....	Local 257
St-Boniface (Winnipeg)	
Man.....	Local 216
Edmonton, Alta.....	Local 243
Vancouver, B.C.....	Local 162

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1er octobre 1946.

CONTRAT INTERVENU ENTRE

Canada Packers Limited
ci-après désignée comme étant
" la Compagnie "

et

THE UNITED PACKINGHOUSE WORKERS OF AMERICA pour
et au nom des Unions locales ci-bas décrites, et ci-après
désignées comme étant "L'Union ".

Reconnaissant que le progrès de la Compagnie et celui
de ses employés dépendent de la prospérité de l'industrie
comme un tout, et reconnaissant de plus que des relations
empreintes de bonne volonté et de respect mutuel entre les
Employeurs et les Employés peuvent contribuer grandement
au maintien et à l'augmentation de leur bien-être commun
les parties à ce Contrat contractent ensemble dans le contrat
suivant :

ARTICLE - I- RECONNAISSANCE

La Compagnie reconnaît l'Union, affiliée au Congrès
des Organisations industrielles et au Congrès Canadien
du Travail comme l'agence négociatrice exclusive pour ses
plants ci-dessous indiqués :-

Usine	Agence négociatrice certifiée
Montréal Québec	Local 357, UPWA. CIO
HULL, QUEBEC	Local 314 UPWA CIO
PETERBOROUGH ONT.	Local 210 UPWA CIO
WINNIPEG MAN.	Local 216 UPWA CIO
EDMONTON ALTA.	Local 243 UPWA CIO
VANCOUVER B.C.	Local 162- UPWA CIO
TORONTO ONTARIO	Local 114- UPWA CIO

La Compagnie en négociera pas collectivement avec aucune
autre organisation ouvrière au sujet de ses employés dans aucun
des plants ci-dessus désignés.

ARTICLE II- OBJETS

Le but de ce Contrat est de maintenir des relations harmonieuses entre la Compagnie et ses employés, de définir plus clairement les heures de travail, salaires et conditions d'emploi; de fournir une méthode amicale pour le règlement des conflits ou griefs qui peuvent surgir de temps à autre, de promouvoir les intérêts mutuels de la Compagnie et de ses employés, et de pourvoir à l'opération des plants de la Compagnie en vertu de méthodes qui serviront les intérêts des producteurs et des consommateurs aussi bien que ceux de la Compagnie et de ses employés.

Il est reconnu dans ce contrat que la Compagnie et chacun de ses employés ont la responsabilité de coopérer pleinement individuellement et collectivement à la réalisation des objets ci-dessus décrits.

ARTICLE III- PRODUCTION

Puisque le maintien d'un niveau convenable de salaires et conditions de travail dépend de l'opération saine et efficiente de l'entreprise, L'Union convient de coopérer avec la Compagnie en tout temps :

- a) Pour maintenir et améliorer la qualité des produits
- b) Pour éviter le gaspillage des produits du matériel et du temps.
- c) Pour aider à maintenir les lieux de la Compagnie propres et soignés.
- d) Pour conserver et protéger la machinerie et L'équipement .

ARTICLE IV- EMPLOYES

1.- Le terme " Employés " tel qu'utilisé dans le présent Contrat devra être considéré inclure tous les employés des plants de la Compagnie compris dans ce Contrat, avec les exceptions suivantes : Officiers Exécutifs, Acheteurs, Vendeurs, Personnel du Bureau et Clérical, incluant tous les employés des bureaux du Surintendant et du Paie-Mâitre, Contremaîtres et Assistant Contremaîtres réguliers payés à la semaine (dont le nombre ne doit pas excéder le présent chiffre total de contremaîtres). Travailleurs Scientifiques du Laboratoire, Personnel de Sécurité, et autres employés confidentiels sur la liste de paie des plants, dont les positions sont décrites dans la cédule I, à être fournie par la direction locale des plants respectifs.

2.- Travailleurs temporaires, c'est-à-dire, employés normalement employés 24 heures ou moins par semaine, et tous ces employés casuels et temporaires, c'est-à-dire, ceux qui sont employés pendant moins de six jours consécutifs et ceux qui sont temporairement employés pour la mise en conserve des fruits et légumes, sont éligibles pour admission dans L'Union, mais n'ont pas droit aux privilèges des articles XI et XIV de ce Contrat,

3.- L'Usage du genre masculin dans ce Contrat devra être considéré inclure aussi le genre féminin.

ARTICLE V- RETENUE SYNDICALE

La Compagnie convient que, sur réception d'une autorisation écrite dans la forme prescrite par la clause (b) du présent article elle devra, aussi longtemps que telle autorisation demeurera en vigueur déduire du salaire des employés, le premier jour de paie de chaque mois de calendrier, pendant la durée de ce Contrat, le montant des contributions d'Union dont la déduction aura été ainsi autorisée, et devra transmettre la somme totale des montants ainsi déduits au Secrétaire., Financier de l'Union Locale le ou avant le premier jour du mois de calendrier suivant, et telle autorisation devra s'étendre, au-delà des périodes de " lay-off " et réembauchage pourvu que la séniorité des employés n'ait pas été brisée.

b) La forme suivante d'autorisation est mutuellement convenue comme étant la " forme prescrite " à laquelle il est référé dans la clause immédiatement précédente de cet article :

" Sujet aux termes d'un Contrat présentement en vigueur entre Canada Packers Limited et les United Packinghouse Workers of America, Je..... étant un employé de Canada Packers Limited, à leur plant de..... et un membre du Local.....des United Packinghouse Workers Of America autorise et donne instructions par les présentes à Canada Packers Limited de déduire mensuellement le premier jour de paie de chaque mois de calendrier des gains accumulés à mon crédit la somme de \$1.50 ceci étant le montant de mes contributions, mensuelles au Local.....de la U.P.W.A..

"J'autorise de plus Canada Packers Limited à payer les montants ainsi déduits au Secrétaire Financier, du Local..... United Packinghouse Workers of America, dont le reçu en conséquence constituera

une valable et suffisante quittance à Canada Packers Limited pour les montants ainsi déduits de mes gains.

" Je réserve le droit de révoquer cette autorisation en aucun temps sur avis de 16 jours à Canada Packers Limited, et conviens que, si telle autorisation est ainsi révoquée, elle ne peut pas être renouvelée, de nouveau sauf après l'expiration d'une autre période de 15 jours.

Nom.....

Adresse.....

Numéro.....

Témoin.....

Daté à.....

ce.....

jour de194.....

ARTICLE VI- MAINTIEN D'AFFILIATION

La Compagnie convient que ce sera une condition d'emploi que tout employé qui, à la date de ce Contrat, était un membre en règle de L'Union, ou qui devient un membre après cette date, devra demeurer membre de l'Union pour la durée de ce Contrat.

2.- Tout employé à qui la clause I, de cet article s'applique peut résigner comme membre de l'Union entre le 17 juillet et le 31 juillet, 1947, inclusivement dans les deux cas, et son emploi ne sera pas affecté en conséquence.

3.- Les membres en règle de l'Union seront tenus être ceux qui, à la date de ce contrat, ont autorisé la Compagnie par écrit à déduire leurs contributions syndicales de leurs salaires, tel que décrit à l'article V de ce Contrat, et ceux qui pourront ainsi autoriser la Compagnie plus tard.

4.- Nul employé ne devra être sujet à des pénalités à raison de son application pour admission, ou réinstallation comme membre de l'Union, sauf tel que peut être prévu dans la Constitution et les règlements de l'Union, et aucune coercition ou intimidation d'aucune sorte ne devra pas être pratiquée pour contraindre ou influencer un employé à joindre L'Union, et aucune discrimination quelconque d'aucune sorte ne devra être pratiquée ou permise relativement aux employés qui sont ou qui deviennent membres de l'Union.

5.- Si L'Union désire que la Compagnie renvoie un employé pour défaut de se conformer aux dispositions de cet Article, L'Union devra aviser la Compagnie à cet effet par écrit, spécifiant la raison pour laquelle l'employé doit être privé de son statut dans l'Union. Une copie de telle lettre devra être simultanément remise à l'employé concerné.

Si la demande de renvoi n'est pas contestée par l'employé, la Compagnie devra dans les dix jours suivant la réception de la lettre de l'Union, donner à l'employé un avis de renvoi de sept jours. Si la demande de renvoi est contestée par l'employé, sa protestation devra constituer un grief, et devra être traitée conformément à la procédure établie à l'Article VIII de ce Contrat. Dans l'intervalle avant le règlement du cas, il devra continuer à l'emploi de la Compagnie.

ARTICLE VII- DIRECTION

- 1.- La direction et l'opération de l'entreprise, et l'embauchage, la direction, la promotion, le transfert, la suspension, le " lay off " et le renvoi des employés devront être la seule fonction de la Direction de la Compagnie. La Compagnie convient que cette autorité ne devra pas être utilisée pour différencier injustement entre les employés.
- 2.- Les cas de désaccord devront être réglés sous l'empire de la Procédure de Grievs prévue à l'Article VIII, et devront être décidés conformément aux dispositions de ce Contrat.

ARTICLE VIII REGLEMENTS DES PLAINTES ET GRIEFS

- 1.- La Compagnie et l'Union ensemble veulent faire ressortir la nécessité d'une procédure de griefs satisfaisante, dont le but sera le règlement d'autant de griefs que possible promptement et sur les lieux. Il est convenu que les consultations à chaque étape de la procédure suivante prendront place paisiblement et rapidement, de façon que toute cause possible de friction soit réduite au minimum.
- 2.- L'Union convient de nommer ou élire, et la Compagnie de reconnaître, des " Stewards " qui devront être des employés réguliers de la Compagnie, pour traiter des affaires affectant les employés dans les départements ou groupes de départements des plants de la Compagnie. Une liste de ces stewards devra être fournie à la Compagnie. La Compagnie devra être immédiatement avisée par l'Union par écrit de tout changement dans cette liste.

3.- L'Union convient aussi de nommer ou élire un Comité de Griefs, formé d'employés réguliers de la Compagnie, pour régler les questions qui pourront ne pas avoir été décidées dans les étapes (a), (b), ou (c) décrites à la section 4 ci-dessous. Le Comité de Griefs devra inclure le " Chief Steward " de L'Union Locale avec les autres membres tels que présentement en formant partie dans chaque plant affecté. Une liste des membres du Comité de Griefs devra être fournie à la Compagnie. La Compagnie devra immédiatement être avisée par écrit de tout changement dans cette liste.

4.- Les griefs allégués devront être réglés progressivement de la manière suivante :

- a) Entre l'employé ayant un grief, ou le " Steward " de l'union ou les deux et le contremaître du département ou l'employé travaille. Si la plainte affecte le taux de salaire d'un employé le " Steward " du département doit en être informé.
- b) Entre le ou les " Stewards " de l'Union, n'excédant pas deux, et le Surintendant de Division et le Contremaître.
- c) Entre le " Steward " et/ ou le Chief Steward " et / ou le Président de l'Union et le Surintendant du Plant ou son représentant désigné.
- d) Entre le Comité des Griefs et la Direction du Plant, Un représentant National de l'Union peut y être adjoint si l'une ou l'autre partie le désire. Les plaintes soumises à ce stage devront l'être par écrit.

Le ou les employés ayant un grief peuvent être présents aux quatre étapes ci-dessus s'ils le désirent.

Excepté dans les cas d'urgence, les assemblées du Comité de Griefs devront être tenues en dehors des heures de travail. La Compagnie paiera les membres du Comité de griefs à leurs taux réguliers pour le temps consacré aux assemblées du Comité de Griefs jusqu'à concurrence d'un total n'excédant pas 24 heures annuellement par membre. Le temps consacré par les membres du Comité de Griefs à assister aux assemblées avec la Direction après les heures de travail ne devra pas être inclus en calculant le temps supplémentaire ou garanti.

5.- Si, après un sincère effort, il apparaît impossible d'atteindre une solution localement, un rapport complet et circonstancié du différend, devra être transmis par écrit au Bureau-chef de la Compagnie et au Bureau National de l'Union, qui devront essayer d'effectuer une entente.

6.- Si une entente ne peut être effectuée par la procédure ci-dessus le cas en litige devra être référé par l'Union ou la Compagnie à un Comité d'arbitrage de trois membres l'un à être nommé par l'Union, l'autre par la Compagnie, et un troisième qui devra agir comme Président, à être mutuellement convenu par les deux autres. Si un accord ne peut pas être atteint en dans d'une semaine quant au choix du troisième membre, il devra être nommé par le Ministre du Travail de la Province où le conflit survient. Une décision de la majorité du Comité d'arbitrage devra être tenue par une décision du Comité. En atteignant sa décision, le Comité devra être gouverné par les dispositions de ce Contrat. Les décisions rendues par le Comité d'Arbitrage seront finales et lieront toutes les parties concernées. La Compagnie et l'Union conviendront de défrayer chacune une part égale des dépenses encourues, s'il en est, à raison de l'emploi d'un troisième membre du Comité d'Arbitrage.

7. Si la Compagnie désire se plaindre à l'Union de quelque action de l'Union, ou de ses officiers, ou membres comme tels, la procédure ci-dessus devra être suivie à compter de l'étape (c) de la Section 4 de cet Article.

8.- Si un employé ou l'Union ou la Compagnie allègue violation de ce Contrat, la partie lésée devra exposer clairement par écrit la violation alléguée, expliquant pour quelles raisons, il est tenu que le Contrat a été violé. Cette procédure s'appliquera au stage (c) de la section 4 de cet article.

9.- Lorsqu'un grief qui affecte le taux de salaire d'un employé est réglé et que, comme résultat de ce règlement, l'employé reçoit une augmentation dans son taux, l'augmentation devra être payée rétroactivement, à compter de la date à laquelle la plainte a été soumise pour la première fois à la Compagnie par écrit.

10. Si un employé est renvoyé pour quelque raison que ce soit, et croit qu'il a été injustement traité, il devra promptement aviser un membre du Comité de Grievs, lequel devra dans les 72 heures de la réception de l'avis de renvoi par l'employé lésé (les Dimanches et Fêtes Légales exclusivement), aviser le Surintendant du Plant par écrit, exposant les motifs de l'objection au renvoi, Le renvoi constituera alors un grief

et devra être traité conformément à la procédure de grief décrite ci-dessus, à partir de l'étape (c) de la Section 4 de cet Article. Si subséquemment il est décidé que l'employé a été injustement renvoyé il devra être réinstallé dans son ancien emploi, et compensé pour tout le temps perdu à son taux régulier de salaire. Pour assurer le prompt règlement de tout tel grief, excepté par entente mutuelle entre la Compagnie et l'Union, pas plus de cinq jours (Dimanches et Fêtes Légales exclusivement ne seront alloués pour considération à chaque étape successive jusqu'à ce que l'affaire soit soumise à l'arbitrage.

11. Si un employé croit qu'il a un grief, il devra soumettre sa plainte de la façon prévue dans la Section 4 ci-dessus, mais en attendant l'enquête et le règlement il devra, dans l'intervalle, essayer de remplir fidèlement la tâche à lui assignée par son contremaître ou quelque Officier Supérieur de la Compagnie.

12.- Le Steward de l'Union peut discuter avec le Contremaître d'un Département les choses pouvant affecter le bien-être de son Département comme tel. même si, à ce moment-là, telles choses peuvent ne pas constituer un grief.

13.- Ralentissement et interruptions de la production

Il est convenu que l'Union et ses membres, individuellement et collectivement, ne devront pas, pendant la durée de ce Contrat, cause, permettre ou prendre part à des ralentissements ou autres diminutions ou restrictions de la production ou interférence avec le travail dans ou autour des plants ou propriétés de la Compagnie. La Compagnie se réserve le droit de discipliner tout employé prenant part à quelque violation de cette disposition du Contrat.

14.- Grèves et " Lockouts "

Il est convenu qu'il ne devra pas y avoir de grève par ou " lockout " des employés affectés par ce Contrat, pendant la durée de ce Contrat, ou pendant les négociations pour son renouvellement.

Si les provisions de cet Article sont violées par l'Union, ou par des employés qui sont membres de l'Union, la Compagnie sera déliée des obligations à elles imposées par les dispositions de ce Contrat.

ARTICLE IX- SALAIRES

1.- Il est mutuellement convenu que, dans les 10 jours suivant l'exécution de ce Contrat par les Officiers de l'Union Locale la Compagnie va conjointement avec l'Union, soumettre au Conseil du Travail de Guerre approprié une application pour l'approbation des augmentations dans les taux de salaire comme suit :-

- a) A partir et à compter du premier jour d'août 1946, 5 cents de l'heure, et
- b) A partir et à compter du premier jour d'octobre 1946, une augmentation additionnelle de 5 cents de l'heure, les dites augmentations devant affecter, dans leur aspect rétroactif, seulement les employés présentement à l'emploi de la Compagnie. Les taux approuvés par le Conseil Régional du Travail en Temps de Guerre devront demeurer en vigueur pour la durée de ce Contrat.

2. Il est mutuellement convenu que toutes les autres dispositions de ce Contrat, excepté celles relatives à des augmentations de salaires, deviendront en force à compter du premier jour d'octobre 1946.

ARTICLE X- PRIME DE NUIT

La Compagnie convient de payer une prime de cinq cents (5¢) de l'heure à tous les employés réguliers à taux horaire pour le travail fait entre les heures de 6.00 P.M. et 6.00 A.M. Cette prime ne devra pas être considérée comme partie du taux de base des employés. Là ou, cependant, quelque autre méthode de calculer les primes de nuit est en effet, la pratique actuelle devra prévaloir.

ARTICLE XI- HEURES DE TRAVAIL ET TEMPS SUPPLEMENTAIRE

1.- La semaine régulière de travail sera considérée être de 45 heures, (excepté à Hull et Montréal, où elle sera considérée être de 48 heures) consistant en jours de longueurs variés, tels que présentement en vigueur et tels qu'établis dans la cédule 2, ou dans les amendements y apportés, ou à y être apportés de temps à autre.

Parce que, cependant les arrivées de bestiaux et la demande pour les produits de la Compagnie varient de saison en saison et de jour en jour, l'Union convient qu'il peut être parfois nécessaire d'excéder ou de réduire ces heures de base de travail.

La Compagnie, cependant, limitera les heures de travail au-delà de la cédule autant que la chose sera raisonnablement possible. Lorsque praticable, la Compagnie discutera d'abord la question avec l'Union.

En considération de ce que ci-dessus, la Compagnie convient de garantir une semaine de travail minimum de 37½ heures (40 heures à Hull et Montréal) aux taux réguliers de salaires, sujet aux dispositions de la section 9 de cet Article.

2.- La cédule à laquelle il est référé dans la Section I ci-dessus, devra prescrire pour chaque département ou pour les groupes ou individus dans un département le nombre normal d'heures de travail pour chaque jour de la semaine, et les heures normales d'arrivée au et de départ du travail.

En aucun cas les heures prescrites ne devront excéder heuf dans une journée et le total des heures cédulées quotidiennement ne devra pas excéder 45 dans une semaine, excepté à Hull, et Montréal, ou elle ne devront pas excéder 48 heures.

La présente cédule peut être modifiée de temps à autre selon que les exigences de l'entreprise le requièrent. La Compagnie, cependant, convient que excepté par consentement mutuel, la cédule d'une équipe ne devra pas être changée sans un avis de 7 jours, et la cédule d'un individu sans un avis de 24 heures, bien que des variations dans la cédule puissent être faites pour faire face à des conditions changeantes tel qu'exposé dans la Section I de cet Article . Lorsque praticable, l'Union devra être consultée avant qu'un changement soit fait dans la cédule.

3.- Dans les cas où il devient nécessaire de travailler avant ou après la cédule, les règles suivantes devront s'appliquer ;

a) Employés payés à taux horaire

1.- La Compagnie convient de payer une fois et demie (1½) leur taux régulier aux employés payés à l'heure pour toutes les heures travaillées un jour quelconque en excédant du nombre d'heures prescrit dans la cédule pour la journée.

2.- Lorsque, à raison d'un retard à l'arrivée, il est nécessaire de travailler au delà du moment cédulé pour le départ, la Compagnie convient de payer une fois et demie (1½) son taux régulier

à l'employé à taux horaire requis de travailler après l'expiration d'une heure suivant le **moment** cédulé pour son départ ; même si il n'a pas alors travaillé le plein nombre d'heures cédulé pour cette journée La Compagnie convient pareillement de payer un employé à l'heure une fois et demie (1½) son taux régulier pour toutes les heures où il peut être requis de travailler avant son moment d'arrivée d'après la cédule.

b) Employés payés à la semaine ;

Les employés payés à la semaine appartenant à l'unité négociatrice si requis de travailler en excédent de leur cédule hebdomadaire ou quotidienne d'heures, devront recevoir du temps " off " payé à titre de compensation, sur la base suivante ;

1.- Du temps " off " avec salaire, à titre de compensation égal au temps travaillé en excédent des heures cédulées, doit être calculé et accordé, tel temps " off " à être pris aux jours qui peuvent être convenus entre la Compagnie et les employés mais à l'option de l'employé quant au bénéfice de ce temps "off" au début ou à la fin de la journée.

2.- Pourvu, cependant, que, si dans un jour quelconque, le temps supplémentaire s'élève à 30 minutes ou moins, il peut être compensé, à l'option de l'employeur, en aucun temps dans la même semaine, mais si, dans un jour quelconque, le temps supplémentaire est plus de 30 minutes, il devra être accumulé excepté si autrement convenu .

3.- Pourvu, de plus, qu'aucun temps supplémentaire accumulé ne devra être pris à moins qu'il ne s'élève à quatre heures ou plus.

4.- La Compagnie convient de payer aux employés réguliers à taux horaire deux fois leur taux régulier pour le travail fait les dimanches, excepté par les ouvriers dont la cédule prévoit le travail le dimanche. Si la journée de congé d'un ouvrier tombe régulièrement un jour de semaine, il devra être payé deux fois son taux régulier pour ses heures de travail sa journée de congé.

5a). La Compagnie convient de payer tous ses employés réguliers à taux horaires à leurs taux réguliers, qu'ils travaillent ou non, pour les heures normales de travail telles que fixées dans la cédule 2 ci-attachée, chacune des huit fêtes publiques suivantes, à savoir :

Le Jour de L'An,
La Vendredi Saint,
La Fête du Dominion,
La Fête du Travail,
Le jour d'Action de Grâces,
Le Jour de Noël.

et deux autres fêtes à être choisies par entente locale. Si quelque'une de ces fêtes tombe un Dimanche, le jour proclamé à la place par le Gouvernement du Canada devra être observé.

Aucune fête en plus et à part de ces huit-là ne devra être observée, et tous les autres jours de fête (les dimanches exceptés) les employés travailleront s'ils sont requis de le faire et les taux réguliers devront s'appliquer ; excepté seulement que, si quelque fête spéciale et unique d'observance publique générale est proclamée par l'autorité compétente, telle fête peut être observée, et les employés à taux horaire requis de travailler ce jour-là devront, pour les heures ainsi travaillées, recevoir une fois et demie leur taux régulier.

- b) Si les employés à taux horaire travaillent l'une quelconque des huit fêtes publiques, ci-dessus, ils recevront leur paye à leurs taux réguliers pour leurs heures de travail cédulées ces jours-là, tel qu'exposé à (a) ci-dessus, et devront en plus être payés à leurs taux réguliers pour toutes les heures travaillées ces jours-là.
- c) Tout employé travaillant sous le système de " shift " dont le jour de congé tombe l'une quelconque des huit fêtes publiques convenues, devra être payé à son taux régulier pour les heures normales de travail qu'il ferait ce jour-là.

Les employés sous le système du " shift " qui sont appelés à travailler l'une quelconque des huit fêtes publiques convenues peuvent choisir de recevoir le double de leur taux régulier pour le travail accompli ce jour-là, ou peuvent choisir de recevoir leur taux régulier et d'avoir une journée " off " avec paie, et peuvent, s'ils le veulent ainsi, accumuler tels jours " offs " lesquels seront alors pris au moment convenant le mieux aux exigences raisonnables de la Direction, après consultation avec l'employé concerné.

6.- Tout employé à taux horaire qui a été appelé au travail et est renvoyé pour la journée à raison de quelque cause dont il n'est pas responsable devra recevoir pour cette journée au moins quatre heures de paye à son taux régulier, excepté que, le samedi, il recevra au moins trois heures de paye à son taux régulier.

7.- Tout employé à taux horaire qui est spécialement appelé au travail en aucun temps en dehors de ses heures normales de travail sera libre quand la tâche urgente aura été accomplie, mais devra, néanmoins, être payé pour un minimum de quatre heures à son taux régulier.

8.- L'Union convient que ses Officiers, Stewards et Membres ne devront pas discuter les affaires d'Union, percevoir les contributions d'Union ou transiger les affaires d'Union sur les lieux de la Compagnie durant les heures pour lesquelles ils sont payés par la Compagnie, excepté avec la permission de la Compagnie, Nul Steward ne peut laisser son département sans demander la permission de son contremaître. Telle permission sera accordée aussi vite que raisonnablement possible.

9.- La Compagnie convient de garantir à tout employé non autrement exclu, pour chaque semaine de travail, une paye de $37\frac{1}{2}$ heures (à Hull et Montréal une paye de 40 heures) aux taux réguliers, sujet aux dispositions suivantes : (40 heures étant substituées pour $37\frac{1}{2}$ heures quant à Hull et Montréal dans toute la section).

- a) La Compagnie devra, à sa discrétion, ajuster les équipes proportionnellement au travail disponible ou anticipé. Afin de fournir aux employés $37\frac{1}{2}$ heures de travail, la Compagnie devra être libre de distribuer le travail dans les départements et de transférer les employés d'un département à un autre, à sa discrétion, un compte raisonnable étant tenu de l'habileté, la séniorité, et des changements extrêmes de température.
- b) Il y a exception à la garantie de $37\frac{1}{2}$ heures dans le cas d'équipes embauchées sur une base temporaire et fournissant normalement de l'emploi pour une période de moins de six jours consécutifs : exemples ; "Cured, Hide Take off, Snow Shovellers, Supply unloaders, Wreckers, part-time workers, etc."
- c) L'Union convient, et la Compagnie s'attend que les employés vont accomplir le travail tel qu'il soit, qui pourra leur être assigné, consciencieusement. Si un employé refuse d'accomplir le travail à lui assigné, la Compagnie devra être absoute de la garantie quant aux heures ainsi perdues par cet employé.
- d) Un employé qui est en retard ou absent du travail quelque jour ou partie de jour où son équipe travaille devra avoir sa garantie de $37\frac{1}{2}$ heures réduite du nombre d'heures que son équipe a travaillé le jour où il était absent.
- e) Un employé qui est employé après le premier jour de la semaine de liste de paie devra être garanti cette fraction de $37\frac{1}{2}$ heures que le nombre de jours restant sur la semaine de liste de paie est à $5\frac{1}{2}$.

- f) Au cas où un employé régulier reçoit son avis de séparation sous l'empire des Règlements du Service de Placement, il devra pour les sept jours suivant tel avis, avoir 37½ heures de travail, ou être payé à son taux régulier pour le nombre d'heures jusqu'à concurrence de 37½ ou du travail ne lui a pas été offert durant ces sept jours.
- g) La garantie de 37½ heures devra être la même dans les semaines où les huit congés publics payés surviennent que dans les autres semaines. La paye reçue pour les congés publics sera considéré comme partie de la garantie.

10. Les employés ne devront pas être régulièrement requis de travailler plus que 5 heures, ou plus qu'une après le moment cédulé pour le départ, sans une période de repas.

ARTICLE XII- PERIODES DE REPOS

La Compagnie convient d'accorder des périodes de repos de 10 minutes chacune durant les " shifts " du matin et de l'après - midi, pourvu que la période de travail du " shift " excède 2½ heures. L'Union convient que, excepté dans le cas de nécessité personnelle, les employés ne devront pas demander de temps " off " additionnel pendant la journée de travail, L'Union convient que les périodes de repos sont un privilège dont il ne faudrait pas abuser.

ARTICLE XIII - SENIORITE

- 1.- Sujet aux dispositions de cet Article, la séniorité signifiera le service accumulé à l'emploi de la Compagnie.
- 2.- Le terme "MERITE " tel qu'employé dans cet Article signifiera l'aptitude et l'habileté à exécuter le travail requis avec efficacité.
- 3.- Pour six mois après avoir été embauchés, les nouveaux employés seront considérés comme probationnaires et n'auront pas de séniorité . Après six mois de service , ils deviendront employés réguliers, et devront recevoir crédit pour leur séniorité à compter de la date de leur embauchage.
- 4.- Les employés réguliers seront considérés tomber dans deux classes :
 - a) Ceux avec Séniorité Départementale
 - b) Ceux avec Séniorité de Plant.

Sur finition de la période de probation , la Séniorité Départementale devra prévaloir pour les périodes suivantes, après quoi les employés

posséderont la Séniorité de Plant.

A Hull et Peterborough

6 mois

A Toronto, Montréal et
Saint-Boniface

12 mois

Aux Plants de Vancouver et Edmonton, la séniorité devra prévaloir sur finition de la période de probation.

5. a) Au cas où il devient nécessaire de réduire l'équipe de travail l'ordre du Congédiement devra être comme suit :-

Premièrement : Les employés temporaires, excepté dans des circonstances spéciales, par entente avec l'Union.

Deuxièmement : Les employés probationnaires par ordre de mérite, pourvu cependant, que les employés réguliers qui restent puissent exécuter le travail requis avec efficacité.

Troisièmement : Les employés départementaux attachés au Département dont le personnel est réduit, sur la base de Séniorité et de Mérite. Le mérite étant égal, la séniorité devra gouverner.

Quatrièmement : Les employés départementaux dans les autres Départements, sur la même base.

Cinquièmement : Les employés du Plant, par ordre de Séniorité, pourvu que les employés qui restent puissent exécuter le travail requis de façon satisfaisante. Le chef " Steward " du Plant doit être informé des congédiements.

b) Lorsqu'il s'agit d'augmenter la force de travail, l'ordre du rappel devra être comme suit :-

Premièrement : Les employés possédant la séniorité de Plant par ordre de Séniorité, sans tenir compte des Départements où ils étaient auparavant employés, pourvu qu'ils puissent effectuer le travail requis de façon satisfaisante.

Deuxièmement : Les employés possédant la Séniorité Départementale dans le Département dont le personnel est augmenté, dans l'ordre inverse de celui où leur congédiement a pris place, pourvu qu'ils puissent exécuter le travail requis de façon satisfaisante.

Le Chef " Steward " du Plant devra être informé des rappels.

6.- Il est mutuellement convenu que, sujet à la considération de l'habileté et de la séniorité, les employés peuvent être transférés au gré de la Compagnie d'un Département à un autre pour des périodes n'excédant pas trois mois sans que cela affecte leur séniorité.

Après trois mois, le transfert sera tenu comme permanent et la séniorité de l'employé devra s'appliquer dans le département auquel il a été transféré. Il devra cependant conserver dans le nouveau Département la séniorité qu'il avait accumulée dans le Département ou les Départements où il était antérieurement employé. Un transfert ne devra pas devenir permanent si l'employé concerné s'y objecte par écrit.

7.- Dans les transferts temporaires d'un Département à un autre, la Compagnie tiendra compte de la séniorité, sujet aux exigences de l'entreprise et à l'habileté des employés d'exécuter le travail requis.

8.- Si un employé désire son transfert à un autre, Département, il peut soumettre une application écrite au Surintendant du Plant. Si plus tard une vacance survient dans le Département, ceux dont telles applications sont en filières devront recevoir considération préférentielle par ordre de séniorité, pourvu qu'ils possèdent les qualifications nécessaires dans le cas.

9.- Un employé transféré d'un Plant de la Compagnie à un autre devra retenir sa séniorité.

10.- Les vacances dans l'Unité négociatrice devront être remplies par promotion graduelle dans chaque Département sur la base du mérite, la séniorité étant le facteur principal lorsque le mérite est égal. Pour se qualifier pour une promotion, les employés doivent posséder les qualifications d'usage pour l'emploi sénior. Dans le cas de doute, la Compagnie est prête à discuter la question avec les Officiers de l'Union. Toutes les promotions devront être sur une base de probation, et seront confirmées seulement lorsque l'employé promu aura démontré son habileté à exécuter le nouveau travail de façon efficace.

11. Si un employé est absent du travail pour cause d'accident ou de maladie, pour une période n'excédant pas deux ans, il ne devra pas perdre sa séniorité, et devra être réintégré à la position qu'il détenait avant telle absence, ou à quelque autre position à salaire égal, pourvu qu'il possède l'habileté le qualifiant pour telle position. Les applications pour réinstallation après l'expiration de deux ans seront considérées à leur mérite.

12. Les employés n'excédant pas deux (2) qui sont élus, à une position plein temps pour l'Union, devront, sur avis approprié, obtenir un congé d'absence, sans salaire, pour une période de temps n'excédant pas la durée de ce contrat et sur avis d'une semaine de leur désir de retourner à l'emploi de la Compagnie devront être réintégrés dans la position qu'ils détenaient antérieurement ou une autre à taux égal de salaire, retenant la séniorité qu'ils possédaient au moment où tel congé d'absence fut accordé.

13.- Des dossiers de Séniorité doivent être tenus dans le bureau du paie-maître montrant le rang sur la liste de Séniorité de tous les employés dans chaque Département. Cette liste devra être accessible au Chef " Steward " du Plant. Sur ratification de ce Contrat, et à intervalles de 3 mois par la suite, la Compagnie devra remettre au Chef Steward de l'Union Locale une liste de tous les employés réguliers, par Départements, dans l'ordre de leur Séniorité.

14.- La séniorité d'un employé sera tenue brisée, tous ses droits forfaits, et il n'y aura aucune obligation de réembaucher, lorsqu'il

- a) Quitte volontairement le service de la Compagnie ou est renvoyé pour cause. (Un employé qui est absent pour deux pleines journées de travail consécutives sans bonne et valable raison, ou sans obtenir d'abord la permission de la Compagnie, sera considéré avoir quitté l'emploi de la Compagnie, de sa propre volonté)
- b) Néglige de retourner au travail lorsque rappelé, ou ne peut être localisé après un effort raisonnable de la part de la Compagnie. La présente méthode de contract ou un télégramme ou un avis expédié par la poste à l'employé à la dernière adresse connue de l'employé, constitueront un effort raisonnable de la part de la Compagnie, et, si dans les 48 heures, de tel avis, l'employé néglige de se rapporter au devoir ou d'aviser la Compagnie de la date à laquelle il se rapportera

au devoir, la Compagnie aura le droit d'assumer que le dit employé a volontairement quitté l'emploi de la Compagnie. Dans les cas urgents, cependant, lorsqu'il est nécessaire d'obtenir des travailleurs sur avis de moins de 48 heures, la Compagnie si incapable d'établir un contact avec l'employé éligible sénior, peut rappeler l'employé sénior suivant et ainsi de suite sur la liste, jusqu'à ce que la vacance soit remplie. Les employés réembauchés dans de telles circonstances devront retenir les positions auxquelles ils ont été nommés, mais pourvu que, si les employés avec lesquels la Compagnie fut incapable de communiquer en temps avisent la Compagnie plus tard, en dedans de 96 heures, de leur désir, de retourner à l'emploi de la Compagnie, ils devront retenir leur séniorité, et seront éligibles pour rappel, lors de la prochaine occasion d'une vacance, à une position pour laquelle ils possèdent l'habileté requise.

- c) A été hors de l'emploi de la Compagnie en excédent des interruptions permises définies ci-dessous ;

Durée du service des employés	Interruptions permises
Plus de 1 mois à 6 mois	1 mois
Plus de 6 mois à 1 an	3 mois
Plus de 1 an jusqu'à 18 mois	6 mois
Plus de 18 mois	1 an

Ces " interruptions " permises peuvent être étendues en ajoutant des périodes d'absence résultant de maladie ou accident, certifiées par un médecin, jusqu'à concurrence de deux ans, ou par congé d'absence accordé par la Compagnie, jusqu'à concurrence de un an. Un employé qui retourne au travail en dedans de la période d'une interruption permise devra retenir la séniorité qu'il avait au moment ou il " fut congédié " mais ne devra pas accumuler de séniorité additionnelle durant la période du " congédiement ". Un employé de plus de 5 ans de séniorité qui est " congédié " et plus tard réengagé en dedans de deux ans, devra recevoir sa séniorité pour son service passé.

15.- Les employés qui ont joint les Forces Armées de Sa Majesté pour service dans la guerre récente devront être réinstallés à leur démobilisation conformément à la " loi de Rétablissement dans les Emplois Civils (1942) du Gouvernement du Canada.

16.- Les Spécialistes Techniques, ou les personnes que la Compagnie forme à remplir des positions techniques, commerciales ou administratives, peuvent être employés ou maintenus en emploi dans les opérations du Plant sans égard aux dispositions relatives à la Séniorité de cet Article. Le secrétaire de l'Union locale devra être avisé de telles nominations. Sauf par entente avec l'Union, telles nominations ne devront pas excéder 2% du nombre total d'employés couverts par ce Contrat.

17.- Au cas d'un manque temporaire de travail, la Compagnie essaiera de réduire les heures de travail proportionnellement dans le Département affecté avant de "congélier" les employés, pourvu, cependant, que telle action soit compatible avec les exigences, de l'entreprise et n'impliquera pas le paiement d'heures garanties.

18.- Sujet aux exigences de l'entreprise, un congé d'absence sans salaire jusqu'à concurrence de un an peut être accordé par la Compagnie sur la requête écrite d'un employé pourvu que les raisons invoquées dans l'application soient suffisantes.

19.- Les changements introduits dans la politique de séniorité de la Compagnie comme conséquence des dispositions de cet Article devront s'appliquer à tous les employés affectés par ce Contrat qui sont présentement à l'emploi de la Compagnie, et aux futurs employés.

ARTICLE XIV- VACANCES

1.- L'éligibilité aux vacances devra être calculée comme suit ;

- a) Les employés qui joignent le " personnel " de la Compagnie devront pour l'année de calendrier durant laquelle ils sont employés pour la première fois devenir éligibles à recevoir une demi-journée de vacances avec salaire pour chaque mois de service, telles vacances à être prises durant la saison de vacances commençant le premier janvier prochain suivant.
- b) Dans l'année suivante et les années subséquentes les vacances devront être basées sur les années de service complétées reconnues au 31 décembre, telles vacances à être prises durant la saison de vacances suivant immédiatement.
- c) Les vacances devront être accordées pour les années complétées de service comme suit :

Après 1 an de service	1 semaine
" 5 ans "	2 semaines

"	15 ans	" (femmes)	3 semaines
"	20 ans	" (hommes)	3 semaines

d) Les employés qui complètent 5 ans de service en 1947 recevront deux semaines de vacances avec paye durant la saison de vacances de 1947. Les femmes qui complètent quinze (15) ans et les hommes qui complètent vingt (20) ans de service en 1947 recevront trois semaines de vacances avec salaire durant la saison de vacances de 1947.

2.- La semaine de vacances sera considérée consister de 45 heures, excepté à Hull et Montréal où elle sera de 48 heures.

3.- Les vacances seront accordées en aucun temps sujet aux exigences de l'entreprise, mais la Compagnie fera un effort sincère, pour accorder les vacances aux moments requis par les employés.

Les employés sénior dans chaque département devront recevoir la préférence. Les employés éligibles pour des vacances devront être avisés de leur périodes de vacances aussi longtemps à l'avance que possible. Aucune vacances ne devront être accordées entre le 1er Septembre et le 31 décembre sauf par arrangement spécial avec le Surintendant du Plant.

4.- Les employés qui quittent le service de la Compagnie pour quelque raison autre qu'un renvoi pour cause devront recevoir tous privilèges de vacances non exercés auxquels/peuvent être éligibles au moment de tel départ.

5.- Tout employé doit prendre ses vacances durant la saison de vacances où il devient éligible pour telles vacances. Les périodes de vacances ne doivent pas être accumulées d'année en année.

6.- Si une fête Statutaire pour laquelle la Compagnie convient de payer tombe durant la période de vacances d'un employé, la Compagnie pourra à son option, ou bien allouer à l'employé concerné une journée compensatoire de vacances avec salaire, ou faire paiement aux taux cédulés réguliers pour les heures normalement travaillées telle Fête Statutaire.

ARTICLE XV- SECURITE ET SANTE

La Compagnie devra prendre des dispositions raisonnables pour la sécurité et la santé des employés durant les heures de leur emploi,. Des devis protecteurs sur la machinerie et autres devis jugés nécessaires pour protéger convenablement les employés contre les accidents devront être fournis par la Compagnie. Ceci cependant ne doit pas être interprété comme incluant les nécessités personnelles, telles que bottes de sureté, gants, salopettes, "knife-guards " "scabbards " ou tout article qui devient la propriété personnelle des employés.

ARTICLE XVI- REGLEMENTS DU GOUVERNEMENT

Il est convenu que nulle demande ne devra être soumise par une partie au Contrat à l'autre partie, qui, en aucune façon contrevient aux lois, ordonnances et règlements émis par ou sous l'autorité du Gouvernement du Canada ou celle des provinces dans lesquelles les différentes usines sont respectivement situées ou telle agence qui peut-être désignée par l'un ou l'autre de ces gouvernements, de temps à autre, quant aux salaires ,Bonif, Heures, Conditions de Travail, ou autres matières connexes.

ARTICLE XVII- ABSENCE DU TRAVAIL ET RETARD

L'Union convient de coopérer avec la Compagnie pour obtenir l'assistance ponctuelle et régulière au travail, et de faire tout en son pouvoir pour éliminer le retard ou l'absence du travail de la part des employés pour des raisons autres que nécessaires.

ARTICLE XVIII- AVIS D'UNION

Pendant la durée de cette Convention, la Compagnie convient de permettre aux Officiers, de l'Union qui sont employés de la Compagnie, d'afficher des avis d'assemblées d'Unions ou d'autres matières d'intérêt pour les membres de l'Union sur les tableaux de bulletins habituellement employés pour telles fins, pourvu que tels avis soient au préalable approuvés par le Surintendant du Plant.

L'Union convient de s'abstenir de distribuer tout autre avis ou publication sur les propriétés de la Compagnie et convient de distribuer tout matériel imprimé aux barrières, seulement après les heures de travail.

ARTICLE XIX - DUREE DU CONTRAT

Ce Contrat demeurera en pleine vigueur et effet jusqu'au 31^{ème} jour de juillet, 1947, et sur une base annuelle dans la suite. Avis de mettre fin au ou amender le Contrat ⁶ peut être donnée avant le 1^{er} juin de chaque année. Quand des amendements sont envisagés, les négociations doivent commencer durant la première semaine de juillet. Durant la période de négociations, ce Contrat devra demeurer en force.

ARTICLE XX- INTERPRETATION LOCALE ET ADMINISTRATION

Toutes les parties à ce Contrat reconnaissent et conviennent que dans son application à chaque plant, la responsabilité primaire pour l'interprétation, et l'administration de ses dispositions doit appartenir à l'Union Locale et à la Direction Locale du Plant.

En signant le Contrat ci-dessus, les parties aux présentes reconnaissent que des règles rigides ne peuvent pas d'elles-mêmes produire la coopération mutuelle que les deux parties conviennent être essentielle pareillement au bien-être de l'entreprise et à celui des employés.

Il est en conséquence d'importance capitale pour toutes les parties concernées que L'esprit de ce Contrat soit observé aussi fidèlement que les termes écrits.

Avec cette pensée présente à l'esprit, les parties aux présentes engagent leur meilleur effort à l'opération des dispositions de ce Contrat dans un esprit de bonne volonté de tolérance et de compréhension.

Pour Canada Packers Limited
WM. R. CARROLL.
Surintendant General

Pour United Packinghouse Workers of America
F.W. DOWLING
Directeur National
S.S. HUGHES,
Directeur, Région de l'Est.
ADAM BORSK.
Directeur, Région de l'Ouest

Daté à Winnipeg, ce 1er octobre 1946.

Ce contrat est signé par les Officiers des Unions Locales de U.P.W.A. énumérées ci-dessous et par les Gérants Locaux autorisés des usines de la Compagnie tel qu'indiqué comme démontrant leur consentement à et concurrence dans ses termes.

Pour Canada Packers Limited

G.A.SCHELL,
Gérant, usine de Toronto

G.S.MATTHEWS
Gérant, usine de Peterborough

H.C. FARNSWORTH,
Gérant, usine de Hull

P.C. KELLY
Gérant, usine de Montréal

JOSEPH HARRIS
Gérant, usine de Saint-Boniface,

S.F. McDOUGALL
Gérant, usine de Edmonton

L.N. REYNOLDS
Gérant, usine de Vancouver

Pour UNITED PACKINGHOUSE WORKERS OF AMERICA

Local 114

Toronto Ontario ,

Harry Pound, Président,
Tom McLaughlin, Secrétaire,

Local 210

Peterborough, Ontario,

A. Barber, Président.
R. Bryce, Steele, Secrétaire

Local 314

Hull, Québec.

Henri Robert, Président
WM. Battison, Secrétaire

Local 357

Montréal, Québec,

Charles Larose, Président
Henry Fisher, Secrétaire

Local 216

Winnipeg, Manitoba

George Stapleton, Président
Allan Livingstone, Secrétaire

Local 243

Edmonton, Alberta

WM.Fletcher, Président
Harold Steele, Secrétaire
Morris Mills, Vice-Président

Local 162

Vancouver, B .C.

H.Jowett, Président
R.C. Smith, Secrétaire

46.47

of A. 99

Montreal.

PREAMBLE TO THE AGREEMENT

Packinghouse, Butchers and Allied Food Workers Union of
Canada, local 139, representing employees of Canada
Packers Limited, Montreal, at the following locations:

- | | |
|--|---|
| 1) Packinghouse Plant,
1260 Mill Street | 3) Mile End Branch
227 Maguire Street, |
| 2) St. Paul Branch,
423 St. Vincent Street, | 4) Feed and Fertilizer Plants,
600 St. Patrick Street. |

- A N D -

The Company, recognizing that there exists between both
parties a community of interest, hereby enter into an
Agreement to initiate and maintain a harmonious and co-oper-
ative relationship between both parties which will enhance
production and the general well-being of all concerned.
It is the intention of this Agreement which is freely
entered into by both parties, that a spirit of friendliness
and mutual consideration shall at all times prevail upon
the properties of the Company between the Management and the
employees, and that end, this Agreement is signed in good
faith and sincerely by -

PACKINGHOUSE, BUTCHERS AND ALLIED FOOD WORKERS
UNION OF CANADA, LOCAL 139, TRADES AND LABOUR
CONGRESS,

- a n d -

CANADA PACKERS LIMITED, MONTREAL

19/385

ARTICLE 1 - RECOGNITION

- (a) The Company recognizes the Union as the sole collective bargaining agency for the Company's employees, as defined in Article 2, who are employed at the locations advised in the Preamble.
- (b) The Company recognizes and will not interfere with the right of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any employee because of membership in the Union.
- (c) The Union agrees to use neither force, intimidation, threats, nor coercion of any kind to induce employees to become or remain members of the Union.
- (d) The Union agrees that its officers, stewards and members shall not discuss Union matters nor collect Union dues during hours for which they are paid by the Company, unless otherwise provided for in the Agreement.

ARTICLE 11 - EMPLOYEES

The term "Employees" as used in this Agreement shall be considered to include all employees of the Company's Plants at the locations mentioned in the Preamble, with the following exceptions:

- (a) Executive Officers, Buyers and Salesmen;
- (b) Office Staff, including all in Superintendent's Office and Time Office;
- (c) Superintendents, Foremen and Sub-Foremen who are paid on a weekly basis, and Plant Clerks;
- (d) Laboratory Staff;

ARTICLE 11 - continued

- (e) Security Staff: including watchmen:
- (f) Other Confidential Employees;
- (g) People with regular employment elsewhere who are called in for a few hours each day to help during the rush season.
- (h) Use of the Masculine gender in this Agreement shall also be considered to include the feminine.

ARTICLE 111 - HOURS OF WORK AND OVERTIME

- (a) The present normal working week of 54 hours and working day of ten hours shall remain in effect. However, should the competitive situation regarding hours after which overtime is paid be materially altered during the life of this Agreement, the question of overtime may be re-opened without such re-opening being considered a breach of this Agreement. Provided that similar action is taken simultaneously by the other principal Meat Packers, Wholesale Butchers, and Provision Merchants in Montreal, the Company will join with the Union in an application to the Regional War Labour Board for Quebec Province for permission to pay overtime after 50 hours work in any one payroll week, or nine hours work in any one day, Monday through Friday, and after 5 hours on Saturday.
- (b) In cases where it becomes necessary to exceed the basic hours of work, the Company agrees to pay one and one-half ($1\frac{1}{2}$) times the regular rates for all hours worked by hourly paid employees in excess of their normal working day or working week, or for any time worked (except by shift workers who receive equivalent time off on some other day) on Sundays.

ARTICLE 111 - continued

- (c) Overtime will be calculated and paid either on a daily basis or on a weekly basis whichever is greater, but under no circumstances will it be calculated or paid on a combination of a daily and a weekly basis of hours.
- The Company agrees to pay one and one-half (1½) times regular rates for all hours worked by hourly paid employees (other than shift workers who receive equivalent time off some other day) on the following statutory holidays recognized by Order-in-Council 8682 of the Government of Canada;

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Dominion Day	Christmas

If any of these falls on a Sunday, the day proclaimed in its stead by the Government of Canada will be observed.

- (d) The Company agrees to pay regular hourly rated employees double their regular rates for work performed on Sundays, except by those workers whose work normally falls on Sundays, Sunday shall be defined as 12.01 A.M. to 11.59 P.M. Shift workers who receive equivalent time off on some other day shall be paid at their regular rates for work performed on Sundays.

ARTICLE IV - LOST TIME

- (a) 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 is not responsible, is dismissed for the day, shall receive for that day at least three (3) hours pay at his regular rate.
- (b) Any hourly paid employee who is specially called at any time outside his normal working hours shall be through when the emergency is over, but shall nevertheless be paid for a

ARTICLE IV - continued

Minimum of three (3) hours at his regular rate.

ARTICLE V - GUARANTEED TIME

The Company agrees to guarantee a forty (40) hour work week to all regular employees, subject to the following provisions:

- (a) The Company shall at its discretion adjust gangs in proportion to the work available, or expected. To provide employees with forty (40) hours of work, the Company shall be free to distribute work within departments and to transfer employees from one department to another at its discretion, reasonable consideration being given to ability and seniority.
- (b) An exception to the above rule occurs in the case of gangs hired on a temporary basis and normally providing employment for a period of less than six (6) consecutive working days; as cured hide take-ups, snow shovellers, Supply unloaders, wreckers, etc..
- (c) The Union agrees and the Company expects that employees will perform whatever tasks may be assigned to them efficiently. If any employee declines to perform the task assigned to him or performs it unsatisfactorily, the Company shall, for the week in question, be absolved from its guarantee in respect to that employee.
- (d) An employee who is absent from work on any day that his gang works shall have his forty (40) hours guarantee reduced by the number of hours that the gang worked on the day when he was absent.
- (e) The forty (40) hour guarantee shall be reduced by one quarter ($\frac{1}{4}$) hour for every quarter ($\frac{1}{4}$) hour or fraction thereof that an employee is late in reporting for work.
- (f) An employee who is employed after the first of the payroll week shall be guaranteed that fraction of forty (40) hours work which the number of days remaining of the payroll week is of six (6).
- (g) In case a regular employee is given notice of separation under Selective Service Regulations, he shall, for the pay week in which such notice was given, be granted forty (40) hours work or shall be paid for forty (40) hours at his regular rate.
- (h) All time worked at overtime rates shall be computed as time and a half in arriving at excess hours to be paid if any.

ARTICLE V - continued

- (1) The forty (40) hours week, guaranteed to all employees covered by this Agreement, shall apply to weeks containing not more than one Statutory holiday.

ARTICLE VI - ABSENCE FROM WORK AND TARDINESS

The Union agrees to co-operate actively with the Company in assuring punctual and regular attendance at work, and to do all in its power to eliminate tardiness or absences from work on the part of employees for other than necessary reasons.

ARTICLE VII - SENIORITY

- (a) Seniority divisions based on departments shall be set up. Employment shall be interchangeable between the gangs within each department. The Company agrees to recognize a combination of departmental and of Plant seniority. All regular employees will be regarded as possessing Departmental Seniority. Plant Seniority will be considered as belonging only to employees whose service with the Company amounts to three (3) years or more.
- (b) Until employees have been in the Company's employ for six months, they shall be regarded as probationary employees only, and shall possess no seniority. Upon completion of six months employment with the Company, they shall, however, be regarded as regular employees possessing six (6) months Seniority. Should a probationary employee be laid off and subsequently re-employed by the Company within twelve (12) months of such lay-off, he shall receive credit for his prior service, and shall be recognized as a regular employee when his accumulated service amounts in aggregate to six (6) months.

ARTICLE VII - Continued

(c) (1) In case it becomes necessary to reduce the working force of any department, the order of lay-off shall be:

First: Probationary employees attached to that department in order of merit, consideration being given to knowledge, training, skill, efficiency and physical fitness.

Second: Employees attached to that department possessing departmental seniority only, in order of such seniority, provided there is equality of knowledge, training, skill, efficiency and physical fitness.

Third: Employees in that department who possess Plant seniority provided that the Superintendent or an officer of the Company delegated by him has personally satisfied himself there is no job available for which such employees are qualified, and approves the lay-off, and provided further that these employees who are retained are capable of performing the required tasks efficiently.

(2) It is mutually agreed that when hiring employees, preference shall, subject in the opinion of the Company to equality of knowledge, skill, efficiency and physical fitness, be given as follows:

First: To employees possessing Plant Seniority, regardless of the Department in which they previously, were employed, in the order of that Seniority.

Second: To employees possessing Departmental Seniority, in order of such Seniority, but such Seniority shall apply only in respect of the Department to which such employees were previously attached.

(d) Seniority records shall be kept in the Personnel Manager's Office, showing the places on the Seniority list of all employees in every department. Officers of the Union and Stewards being then actually in the Company's employ, shall be allowed access to these records. Seniority records shall be reviewed and brought up-to-date at six months intervals.

ARTICLE VII - Continued

If any employee is absent from work because of accident or sickness, for a period not exceeding two (2) years, he shall not lose seniority, and shall be returned to the position held prior to such absence or to some other position at equal pay, provided that he possesses the ability and physical fitness to qualify for that position.

- (e) It is mutually agreed that employees may be temporarily transferred from one department to another for periods not exceeding three (3) months without affecting their Departmental Seniority.

If, however, an employee serves in a department to which he may have been transferred for over three (3) months, his transfer shall be considered permanent and his Seniority shall apply in the department to which he has been transferred. No such permanent transfer shall, however, be made without the consent of the employee involved.

The transferred employee shall, however, carry with him credit for seniority he had accumulated in the department or departments in which he previously was employed. Similarly, an employee transferred to Montreal from another plant of the Company, or from Montreal to another Plant, shall retain his seniority.

- (f) Vacancies within the bargaining unit shall, as far as possible be filled by step by step promotion within each department on the basis of seniority in that department. It is understood, however, that to qualify for promotion, senior employees must possess the necessary knowledge, skill, training, ability, and physical fitness.

ARTICLE VII - Continued

(f)
Cont.

In doubtful cases, the Company may discuss the matter with the Executive Officers of the Union. All promotions shall be on a probationary basis and shall be confirmed only when the employee concerned has demonstrated his ability to perform the new task efficiently.

(g) The seniority of an employee shall be considered broken, all rights forfeited and there shall be no obligation to rehire when he:

1. Voluntarily leaves the service of the Company or is discharged for cause.
An employee who is absent for three (3) consecutive days without good and proper reason, or without first securing permission from the Company, shall be considered to have left the Company's service of his own accord.
2. Fails to return to work when recalled or cannot be located after reasonable effort on the part of the Company. The present method of contact or a telegram or a notice mailed to an employee at the last known address of the employee, shall constitute a reasonable effort on the part of the Company, and if, within 48 hours of such notice, the employee fails to report for duty, or to advise the Company of the date when he will so report, the Company shall be entitled to assume that the said employee has voluntarily left the Company's employ.
In urgent cases, however, where it is necessary to secure workers at notice of less than 48 hours, the Company, if unable to make contact with the senior eligible employee may recall the next senior employee and so on down the list, until the vacancy is filled. Employees rehired under such circumstances shall retain the positions to which they are appointed, but provided the employees with whom the Company was unable to communicate in time, later within 48 hours advise the Company of their desire to return to the Company's employ, they shall retain their seniority and shall be eligible for recall on the next occasion of a vacancy in a position for which they possess the required ability.

ARTICLE VII - Continued

3. Has been out of the Company's employ in excess of the periods laid down in the following table of allowable breaks:

LENGHT OF EMPLOYEE'S SERVICE	NUMBER OF DAYS FOR WHICH AN EMPLOYEE MAY BE LAID OFF WITHOUT LOSS OF SENIORITY
Up to 6 months	No Senierity
6 months to 1 year	30 days
Over 1 year and under 2 years	3 months
Over 2 years and under 5 years	4 months
Over 5 years	1 year

ABSENCE DUE TO:

- (1) Illness or personal injury.
- (2) Service with His Majesty's Armed Forces.
- (3) Leave of absence granted by the Company, shall not be included when calculating such "Allowable Breaks".

An employee who returns to work within the time of an allowable break shall retain the seniority he had at the time he was laid off, but shall not accumulate additional seniority during the lay-off.

- (h) Employees who have joined His Majesty's Armed Forces shall be reinstated upon demobilization in conformity with "The Reinstatement in Civil Employment Act" (1942) of the Governement of Canada.
- (i) Technical specialists, or persons whom the Company is training to fill specialized technical or commercial positions may be employed or retained in employment, irrespective of the seniority provisions of this article. The Secretary of Local 139 shall be advised of such appointments.
- (j) Changes introduced into the Company's Seniority Policy as a result of the provisions of this article, shall not be retroactive.

ARTICLE VIII - TRANSFERS

- (a) If an employee shall be temporarily transferred to a job for which it has been the custom of the Company to pay a higher rate, he shall, after six (6) weeks continuous performance of such^a job, receive the rate customarily paid by the Company for it, provided however, that in the opinion of the Company's Superintendent such work is being competently performed by the employee in question.
- (b) If on the other hand an employee is temporarily transferred to a job for which it has been the custom of the Company to pay a lower rate, he shall continue to receive his previous rate for a period not to exceed six weeks, but after six weeks the transfer shall ~~not~~ be considered permanent, and the employee may thereafter be paid the rate customarily paid by the Company for the work to which such employee has been transferred.

ARTICLE IX - DISCHARGES

- (a) The Management of the Company shall give the Chief Shop Steward of the Union at least three times a week a list of the employees who were discharged or laid-off. Such list should also indicate the reasons for the discharge or lay-off.
- (b) If an employee is dismissed for any reason whatsoever and feels that he has been unjustly dealt with, he shall, promptly upon receipt of Notice of dismissal, notify a member of the Conciliation Committee, who shall, within forty-eight (48) hours of receipt by complainant of his notice of dismissal, notify the Superintendent in writing, stating the grounds of

ARTICLE IX - Continued

- (b) objection to such dismissal. The dismissal shall then constitute
Cont. a grievance. If subsequently it is decided that the employee
was unjustly dismissed, he shall be reinstated in his former
position and shall be compensated for all time lost at his
regular rate of pay.

ARTICLE X - SETTLEMENT OF DIFFERENCES

The employees in each department will elect a representative
to be known as a shop steward. The Shop Stewards shall, together,
constitute the Union Shop Committee. The Union Shop Committee
shall select from among its members a Sub-Committee to be known
as the Conciliation Committee. The Conciliation Committee shall
consist of three (3) regular members of the Union Shop Committee
together with the Chief Shop Steward, and when necessary or
requested by either party a representative designated by the Union
Any dispute arising out of this Agreement or any misunderstanding
involving wages, hours or working conditions or any other matter
embodied in this Agreement, which any employee may desire to
discuss and adjust with the Company, shall be handled as follows:

- (a) The aggrieved employee or employees with or without the Steward
of the Department shall in the first instance discuss the alleged
complaint with the foreman or forelady of the department concerned
- (b) If the alleged complaint is not settled promptly, the aggrieved
employee or employees, with or without the Steward of the Depart-
ment, shall next discuss it with the Plant Superintendent or his
appointed representative.

ARTICLE X - Continued

- (c) Failing adjustment in stages (a) or (b) above, the complaint shall next be submitted in writing to the Plant Superintendent and to a member of the Conciliation Committee (or Chief Steward) who shall endeavour to reach a settlement.
- (d) Failing adjustment in stage (c) above, the alleged complaint shall be referred in writing to the Management of the Company and to the Conciliation Committee, who may be accompanied by a representative of the Union's Head Office. The Management and the Conciliation Committee shall examine the facts, including efforts already made for settlement, and endeavour to reach a solution. Except in cases of emergency, meetings of the Conciliation Committee shall be held outside of working hours and the Company shall not pay for time spent by members of the Conciliation Committee in consideration of complaints.
- (e) Should the Company and the Union fail to reach Agreement upon any matter dealt with by them under the above Conciliation procedure, the matter shall be referred to an Arbitration Committee consisting of an equal number of representatives (but not exceeding two (2) each) of the Company and the Union, and a Chairman chosen by agreement. Should the representatives fail within five (5) days to agree on a Chairman, the Department of Labour of the Province of Quebec will be requested by the above mentioned representatives of both parties to name an additional member of the Arbitration Committee to act as Chairman. After an Arbitration Committee has been formed by the foregoing procedure, it shall meet and hear the evidence of both sides and render a decision within seven (7) days after the completion

ARTICLE X - Continued

- (e) Cont. of the taking of evidence, and a decision by a majority of the Arbitration Committee shall be final and binding.
- (f) Decisions reached at any stage in the above procedure shall be final and binding upon all parties concerned.
- (g) The Company and the Union agree each to bear an equal share of any expenses incurred as a result of the employment of a Chairman to preside in any Arbitration.
- (h) During the life of this Agreement, or while any negotiations for its renewal are in process, there shall be no strike, sit-down, slow-down or stoppage of work, either complete or partial on the part of employees, nor lockout of employees on the part of the Company. The Union agrees to co-operate actively in carrying out the terms of this section. Members of local 139 who are employed as Engineers, Firemen, or Electricians shall not under any circumstances whatsoever take part in any strike, stoppage or slowdown in work during the period of their employment by the Company, and the Union shall adopt all such measures as may be necessary to assure continuance of work by such said employees.

ARTICLE XI - SAFETY AND HEALTH

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

Protective devices on machinery or other devices deemed necessary to properly protect employees from injury, shall be provided by the Company. These shall not be deemed to include articles which become the property of the employee such as safety belts, scabbards, etc., The Union agrees to co-operate with the Company to enforce all safety rules.

ARTICLE XII - PRIVILEGES

- (a) Relief Periods. The Company agrees to grant relief periods during of ten minutes each/morning and afternoon shifts, provided the working time of the shift exceeds 2- $\frac{1}{2}$ hours. The employees shall not ask, except in cases of emergency for additional time off during a working day.
- (b) All privileges pertaining to working conditions which the employees now enjoy shall remain in effect unless circumstances are such that require these to be changed. In all such cases the Company undertakes to discuss such changes with the Union before the same become effective.

ARTICLE XIII - SHARPENING OF TOOLS

The Company will allow the employee reasonable time for sharpening cleavers.

ARTICLE XIV - MANAGEMENT

The Management and operation of the business, and the employment, direction, promotion, transfer, suspension, lay-off and discharge of employees shall be vested exclusively in the Management of the Company. The Company, however, agrees that this authority shall not be used to differentiate unfairly between employees, for the reason only that they, or any of them, may or may not be members of the Union.

ARTICLE XV - LEAVES OF ABSENCE

Members of the Union, not exceeding three (3) in number

ARTICLE XV - Continued

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 (3) days in advance.

ARTICLE XVI - UNION NOTICES

The Company will permit the Union to put notices or letters pertaining to Union matters on the Union Bulletin Board, provided by the Union in designated places mutually agreed upon. The Company shall have the right to review all such notices or letters before they are posted.

ARTICLE XVII - VACATIONS

- (a) The Company agrees, subject to the provisions set forth in the following sections of this article, to grant the following schedule of vacations with pay to regular employees covered by this Agreement.

After 1 year's service	- 1 week
" 5 "	- 2 weeks
" 15 "	"
	(female) - 3 weeks
" 20 "	"
	(males) - 3 weeks

- (b) The vacation week shall be considered to consist of 48 hours.
- (c) Vacations may be granted at any time subject to the requirements of the business, but the Company will make a sincere effort to grant vacations at times requested by employees. Employees who wish to take their holidays in order to go to camp with Reserve Army Units, shall have preference, senior employees in each department, being given the next choice. Employees eligible for vacation shall be notified of their vacation periods as far in advance as possible.

ARTICLE XVII - Continued

- (d) Unexercised vacation privileges shall be forfeited if an employee voluntarily leaves the Company's employment or is discharged for cause.
- (e) In case an employee is laid off for lack of work, or enters His Majesty's Active Service Forces, no allowance shall be made in respect of unexercised vacation privileges, unless at least six (6) months have elapsed since the granting of a paid vacation to such employee. Where six (6) months have elapsed since the granting of the last vacation, an ^{equal} allowance shall be made/to one-twelfth (1/12) of the normal vacation pay for each full calendar month that ~~may~~ have elapsed since the granting of the preceding Vacation, or since September 1st, preceding whichever is the more recent.
- (f) Every employee shall take his vacation in the year in which he becomes eligible for it. Vacation periods shall not be accumulated from year to year.

ARTICLE XVIII - GOVERNMENT REGULATIONS

It is mutually agreed that no demand shall be made by either party to the Agreement upon the other party, which in any way contravenes laws, orders or regulations issued by, or under the authority of the Government of Canada or that of Quebec or such agency as may be deputed by either of such Governments from time to time in regards to Wages, Bonuses, Hours, Conditions of Labour or other related matters.

ARTICLE XIX - WAGES

- (a) The Union agrees to accept the prevailing rates of all wages for all employees covered by this Agreement. However, the Union reserves the right to make an application to the Regional War Labour Board for Quebec, for a revision of the present wage scale. It is also mutually agreed that the Company shall be free to make a countersubmission to the Board.

(b) Night Premium

The Company agrees to pay, subject to approval by the Regional War Labour Board, for Quebec, a special off-shift premium of five cents (5¢) per hour to all regular hourly rated employees for work performed between the hours of 6 P.M. to 6 A.M. This premium shall not be considered as part of such employee's basic rates. The premium shall not be paid to people with regular employment elsewhere who are called in for a few hours each day to help during the rush season, or to gangs hired on a temporary basis, working for a period of less than six consecutive days, as cured hide take-ups, snow-shovellers, wreckers, etc.

(c) Feed and Fertilizer Plants

Due to improved working conditions in the Fertilizer Plant since January, 1943, and the fact that some Fertilizer employees frequently work in the Feed Plant, it is agreed that the rates paid for Labour, based on years of service, shall be the same in the Feed Plant as those existing in the Fertilizer section.

ARTICLE XIX - Continued

(c)
Cont.

The Company and the Union will submit a joint application to The Regional War Labour Board for Quebec, requesting that the existing two (2¢) cents differential in labour rates shall be abolished and the rates based on service, now in effect for the Fertilizer Plant, shall be put into effect in the Feed Plant.

ARTICLE XX - UNION SECURITY AND DUES DEDUCTION

- (a) The Company agrees that upon receipt of written authorization in form prescribed in Clause (b), of this Article it will, so long as such authorization remains in force, deduct from the employee's pay on the first pay day in each calendar month during the term of this Agreement the amount of the Union dues so authorized to be deducted, and will transmit the total sum of the amounts so deducted to the designated Official of local 139 on or before the 1st day of the following calendar month.
- (b) The following form of authorization is mutually agreed upon as "the prescribed form" referred to in the next preceding Clause of this article:-

"I, the undersigned, being an employee of Canada Packers Limited, at _____ and a member of local 139 of the Packinghouse, Butchers and Allied Food Workers Union of Canada, hereby authorize my employer to deduct monthly on the first pay day of each month from my earnings the sum of \$1.00 this being the amount of my monthly dues to local 139. I further authorize my employer to pay the amount so deducted, to the Financial Secretary of local 139, of the Packinghouse,

ARTICLE XX - Continued

(b) Butchers, and Allied Food Workers Union of Canada.
Cont.

I reserve the right to cancel this authorization at any time on 15 days' written notice to my employer and agree that if it is so cancelled, it may not be renewed until after the expiration of a further period of 15 days.

Dated at _____ on _____ 194 _____

Witness:

(Signature of employee)

Address _____

Shop Steward. Phone No. _____ Dept. _____

Clock No. _____

(c) It is mutually agreed that the Union may at any time during the life of this Agreement, discuss with the Company the introduction of Maintenance of Membership provisions.

ARTICLE XXI - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for the period of one year from the date thereof and shall be renewed automatically from year to year, provided that either party may give to the other party, within 30 days of the expiration of any period of 12 calendar months, the first such period commencing as from the date thereof, 30 days' written notice of its intention to terminate or seek amendment of this Agreement. Within ten days after the receipt of such notice of intentions, negotiations for renewal of the Agreement shall begin between the Company and the Union. However, during the negotiating period, this Agreement shall remain in force.

ARTICLE XXII

The following sections of this Agreement are subject to authorization by the Quebec Regional War Labour Board:

- Article III - Section (d)
- Article XII - Section (a)
- Article XIX - Section (b)
- Article XIX - Section (c)

DATED AT MONTREAL THIS 11st DAY OF September, 1945.

SIGNED ON BEHALF OF THE PARTIES HERETO BY THEIR AUTHORIZED REPRESENTATIVES

PACKINGHOUSE, BUTCHERS AND
ALLIED FOOD WORKERS UNION
OF CANADA, Local 139.

PAUL LECOIRS
President

ARTHUR PAYMENT
Vice-President

ROLLAND DAoust
Steward,
Feed and Fertilizer Plant.

GEORGES LACHAPELLE
Steward
St. Paul Branch.

CANADA PACKERS LIMITED,
MONTREAL PACKINGHOUSE PLANT

Unreadable Signature
Vice-President

R.C. KELLY
Manager Montreal Plant.

Approved by:-

Unreadable Signature.
Representative,
Trades and Labour Congress
of Canada.