

S-374

NATIONAL BREWERIES CO.

1946-47



MINISTÈRE DU TRAVAIL  
HÔTEL DU GOUVERNEMENT  
QUÉBEC

Québec, ce 27 juin 1947.

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

Sujet: Conv. coll. entre "The National  
Breweries Limited" et l'Union des Employés de "The  
National Breweries Limited".

Monsieur,

Je vous inclus une copie de cette convention conclue  
sous la Loi des Syndicats Professionnels, (S.R.Q., 1941, chapitre 162  
et amendements), datée du 12 juin 1947 et déposée au ministère du  
Travail sous le numéro 374-A.

Sincèrement à vous,

Le Sous-ministre

H-15



COMMISSION DE RELATIONS OUVRIERES DE LA PROVINCE DE QUEBEC.

LABOUR RELATIONS BOARD OF THE PROVINCE OF QUEBEC

JUGE EUDORE BOIVIN,  
PRESIDENT.

PIERRE-A. GOSSELIN,  
MEMBRE.

BRUNAY BRAIS,  
MEMBRE.

286. RUE ST-JOSEPH,  
QUEBEC.

4 EST. RUE NOTRE-DAME  
MONTREAL.

Québec le 7 juillet, 1947.

LETTRE REÇUE  
JUL 8 1947  
BUREAU  
SOUS-MINISTRE  
DU TRAVAIL

Monsieur Gérard Tremblay,  
Sous-ministre du Travail,  
Hôtel du Gouvernement,  
Québec, P.Q.

RE: National Breweries Limited,  
&  
L'Union des Employés de "The National  
Breweries Limited"

Monsieur le sous-ministre,

J'accuse réception de votre lettre  
du 27 juin 1947, accompagnée pour dépôt  
de deux copies certifiées d'une convention de travail,  
en date du 12 juin, 1947, intervenue entre  
les parties ci-dessus mentionnées et déposée au minis-  
tère du Travail, le 13 juin, 1947  
sous le numéro 374-A.

Bien à vous,

*Paul E Bernier*

*par LQ*  
Le secrétaire,

P. E. Bernier, L.L.L.

*ms*

BUREAU DU SOUS-MINISTRE	
Préparer le dossier à:	
Approuver le dossier	
Préparer	réquisition
	avis de ministère
	avis de publication
	Lo.
Attester réception	
En en causer	
Faire la nécessaire	
Le transmettre	
Classifier	
enq	



MINISTÈRE DU TRAVAIL,  
PROVINCE DE QUÉBEC

Québec, ce 27 juin 1947.

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

Sujet: Convention collective entre "The National  
Breweries Limited" et l'Union des Employés de "The  
National Breweries Limited".

Monsieur,

Conformément aux prescriptions du deuxième paragraphe de l'article 19-A de la Loi des Relations ouvrières (S.R.Q. chapitre 162-A et amendements), je vous inclus, pour dépôt, deux copies certifiées de cette convention datée du 12 juin 1947 et déposée au ministère du Travail le 13 juin 1947 sous le numéro 374 en exécution de la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements).

Sincèrement à vous,

Le sous-ministre

# The National Breweries Limited

DAWES BLACK HORSE BREWERY  
MONTREAL

OPERATING  
DOW BREWERY  
MONTREAL

DAWES DRAUGHT ALE BREWERY  
MONTREAL

FRONTENAC BREWERY  
MONTREAL

BOSWELL BREWERY  
QUEBEC

HEAD OFFICE: 990 NOTRE DAME STREET WEST

**Montreal 3**  
CANADA

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



Dear Sir:

We are attaching hereto two copies of an amendment to the collective agreement entered into on the 1st day of January 1947 between this Company and the National Breweries Employees' Union.

This amendment becomes part of this agreement under effective date of June 1st, 1947.

We beg to remain,

Yours very truly,

DIRECTOR OF INDUSTRIAL RELATIONS

CCG:JMC  
Enclosures

Depot: ✓  
Sign: ✓  
Rec: ✗ non  
Enc: OK  
Form: H-2  
No: 37H-A



**MINISTÈRE DU TRAVAIL**  
HÔTEL DU GOUVERNEMENT  
QUÉBEC

Québec, ce 16 juin 1947.

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

Sujet: Convention collective entre "The National  
Breweries Limited" et l'Union de Employés  
de "The National Breweries Limited".

Je vous inclus une copie du certificat constatant le dépôt  
de cette convention collective enregistrée au ministère du Travail  
en exécution de la Loi des Syndicats professionnels (S.R.Q., 1941,  
chapitre 162 et amendements), le 13 juin 1947, sous le numéro  
374-A.

Sincèrement à vous,

Le sous-ministre



DEPARTMENT OF LABOUR  
PARLIAMENT BUILDINGS  
QUEBEC

Quebec, June 16th, 1947.

Mr. C. C. Gardner, Director of Industrial Relations,  
The National Breweries Limited,  
990 Notre-Dame Street West,  
Montreal 5.

Dear Sirs:

Enclosed please find a certificate of the deposit made with the Department of Labour on June 13th 1947, under Number 374-40f of the Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between The National Breweries Limited and The National Breweries Employees' Union.

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

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

Sincerely yours,

Deputy Minister.



MINISTÈRE DU TRAVAIL  
HÔTEL DU GOUVERNEMENT  
QUÉBEC

Québec, ce 16 juin 1947.

Monsieur Léonide Bérubé, secrétaire,  
Union des Employés de "The National Breweries",  
990 ouest, rue Notre-Dame,  
Montreal 3.

Monsieur le secrétaire,

Je vous inclus un certificat constatant le dépôt fait au ministère du Travail, le 15 juin 1947, sous le numéro 374-A de la convention collective conclue sous la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements) et intervenue entre L'Union des Employés de "The National Breweries Limited" et "The National Breweries Limited".

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

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

Veillez agréer l'expression de mes meilleurs sentiments.

Le Sous-ministre

Province de Québec



Province of Quebec

MINISTÈRE DU TRAVAIL

DEPARTMENT OF LABOUR

**Loi des Syndicats Professionnels**

**Professional Syndicates' Act**

(S.R.Q., 1941, chapitre 162 et amendements)

(R.S.Q., 1941, Chapter 162 and amendments)

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

Numéro 374-A  
Number

Les présentes établissent que le *treizième*  
It is hereby certified that on the

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

le ministère du Travail a reçu de "*The National Breweries Limited*"  
the Department of Labour has received from

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

savoir: *374-A*  
to wit:

*d'amendement*  
Une convention collective en date du *12 juin 1947*  
A collective agreement under date of

intervenue entre: "*The National Breweries Limited*" et l'*Union des Employés de*  
between: "*The National Breweries Limited*".

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

Sceau - Seal

ce *16 juin 1947* jour du mois de  
this *16 juin 1947* day of the month of

*juin* mil neuf cent quarante-*sept.*  
*juin* nineteen hundred and forty-

.....  
Sous-ministre

.....  
Deputy Minister

Amendment to agreement entered into on the first day of January 1947  
between The National Breweries Limited and the National Breweries Em-  
ployees' Union.

1. SCHEDULE "A" relating to wage rates of job classifications is hereby  
repealed and the following substituted therefor:-

SCHEDULE "A"  
COLLECTIVE LABOUR AGREEMENT  
between  
THE NATIONAL BREWERIES LIMITED  
and the  
NATIONAL BREWERIES EMPLOYEES' UNION

<u>CLASSIFICATION</u>	<u>MONTREAL</u>		<u>QUEBEC</u>	
	<u>Male</u>	<u>Female</u>	<u>Male</u>	<u>Female</u>
Assistant Route Salesman	\$ 0.88	-	\$ 0.84	-
Bartender	0.88	-	0.84	-
Bar Equipment Pipe Washer	0.77	-	0.73	-
Bar Equipment Serviceman	0.88	-	0.84	-
Brewing Department Worker "A"	0.82	-	0.78	-
Brewing Department Worker "B"	0.77	-	0.73	-
Cafeteria Worker "A"	0.73	0.65	0.69	-
Cafeteria Worker "B"	0.70	0.62	0.66	-
City Route Chauffeur	0.88	-	0.84	-
Cook "A"	0.96	-	0.92	-
Cook "B"	0.77	0.69	0.73	-
Fireman "A"	-	-	0.84	-
Fireman "B"	0.77	-	0.73	-
Freight Chauffeur	0.88	-	0.84	-
Green	0.82	-	0.78	-
Group Leader "A"	1.26	-	1.22	-
Group Leader "B"	1.05	-	1.01	-
Group Leader "C"	0.88	-	0.84	-
Inspector	0.73	0.65	0.69	-
Janitor	0.70	0.62	0.66	0.58
Labourer "A"	0.77	-	0.73	-
Labourer "B"	0.73	-	0.69	-
Labourer "C"	0.70	0.62	0.66	-
Machine Attendant "A"	0.77	-	0.73	-
Machine Attendant "B"	0.73	0.65	0.69	-
Maintenance Serviceman	0.77	-	0.73	-
Maintenance Tradesman "A"	1.15	-	1.11	-
Maintenance Tradesman "B"	1.05	-	1.01	-
Maintenance Tradesman "C"	0.96	-	0.92	-
Maintenance Tradesman "D"	0.88	-	0.84	-
Maintenance Tradesman Helper				
First two years	0.77	-	0.73	-
Next two years	0.79	-	0.75	-
Thereafter	0.81	-	0.77	-
Stationary Engineeman "A"	-	-	1.01	-
Stationary Engineeman "B"	-	-	0.92	-
Van Chauffeur	0.96	-	0.92	-
Watchman	0.77	-	0.73	-

2. The present amendment is hereby made part of the agreement dated January 1st, 1947 with effect from the 1st June 1947. In witness whereof the parties have signed at the City of Montreal this twelfth day of June 1947.

THE NATIONAL BREWERIES LIMITED

NATIONAL BREWERIES EMPLOYEES' UNION

Norman Dawes  
President and Managing-Director

Willie Pauls  
President

Huskins  
Executive Vice-President

Leonid Berube  
Secretary

Antoine Suck  
Council Member  
Boswell Brewery

Levil Guenette  
Council Member  
Dawes Black Horse Brewery

Auguste Gauthier  
Council Member  
Dawes Draught Ale Brewery

Francis Dumont  
Council Member  
Dow Brewery

Gerard Bousguardez  
Council Member  
Frontenac Brewery

Alfred P. H. Larocque Labrecq  
Council Members  
Transport Department



S. 374

MINISTÈRE DU TRAVAIL  
HÔTEL DU GOUVERNEMENT  
QUÉBEC

Québec, ce 10 mars 1947.

Monsieur Alfred Deschênes, secrétaire,  
National Breweries Employees' Union,  
990 ouest, rue Notre-Dame,  
MONTREAL 3.

Monsieur le secrétaire,

(renouvellement)  
( automatique)

Le conseiller juridique du ministère du Travail a étudié, en regard de la législation ouvrière actuelle, la convention collective intervenue le 20 décembre 1946, le 1er janvier 1945 vertu de la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements) entre votre association et The National Breweries Limited. expirant le

Je vous fais parvenir, pour votre renseignement, copie du rapport qui a été soumis à la suite de cette analyse.

Veillez agréer l'expression de mes meilleurs sentiments.

Le Sous-ministre



MINISTÈRE DU TRAVAIL  
PROVINCE DE QUÉBEC

Québec, ce 10 mars 1947.

M E M O destiné à: Me Philippe Rousseau, conseiller juridique,  
286, rue St-Joseph  
Québec.

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

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Monsieur,

J'ai bien reçu votre lettre du 7 mars 1947 et je note vos observations concernant la convention ci-haut mentionnée et déposée à nos archives 16 janvier 1947 sous le numéro 374 ; le ministère transmet une copie de votre rapport à l'association ouvrière partie à cette convention.

Sincèrement à vous,

Le sous-ministre

COMMISSION DU SALAIRE MINIMUM

286, rue ST-JOSEPH

QUÉBEC

CORRESPONDANCE  
ENTRE SERVICES

Québec, ce 7 mars, 1947.

**LETTRE REÇUE**  
MAR 8 1947  
BUREAU  
SOUS-MINISTRE  
DU TRAVAIL

Monsieur Gérard Tremblay, sous-ministre,  
Ministère du travail,  
Hôtel du gouvernement,  
Québec.

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

Monsieur le sous-ministre,

Nous avons étudié ce contrat en date du 20 décembre, 1946, déposé à votre ministère sous le no 374, le 16 janvier, 1947, et à la Commission des relations ouvrières en vertu de l'article 19-A, chap.162-A, S.R.Q. 1941 et amendements.

Nous vous soumettons les observations suivantes:

1. Notons immédiatement que l'union n'a pas été reconnue par la Commission des relations ouvrières comme agent négociateur des employés de la partie patronale, de sorte qu'elle se trouve dans une position désavantageuse. Elle aurait tout intérêt à obtenir une certification à titre d'agent négociateur de la dite Commission.

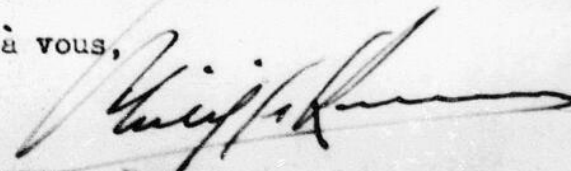
2. L'article 3, tel que libellé, peut donner ouverture à des conflits contractuels advenant le cas où un autre groupe serait reconnu comme agent négociateur. L'Union, après avoir obtenu son certificat de reconnaissance comme tel, serait bien avisé de demander que la clause soit amendée de la manière suivante:

" The Company hereby recognizes that the Union has been duly  
" certificated by the Labour Relations' Commission as the sole  
" and exclusive collective bargaining agent for all the employees  
" covered by this agreement in the matters of rates of pay, hours  
" of work and other conditions of employment, and that it has all  
" the rights inherent to such certification."

3. Il est regrettable que les parties n'aient pas jugé opportun d'annexer à leur contrat les résolutions l'approuvant et autorisant leurs officiers respectifs à le signer.

Vu les remarques cidessus l'union serait bien avisée de faire légaliser son mandat et d'amender la convention de la manière indiquée.

Bien à vous,

  
Philippe Rousseau, c.r.  
conseiller juridique

BUREAU DU SOUS-MINISTRE	
Préparer référence à:	
.....	
Appointer dossier	
Préparer	régulation
	arrêts ministériels
	projet de réponse
	avis de publication
Attester réception	faire
M'en causer	
Faire la nécessaire	
M'en téléphoner	
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Québec, ce 7 mars, 1947.

Monsieur Gérard Tremblay, sous-ministre,  
Ministère du travail,  
Hôtel du gouvernement,  
Québec.

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

Monsieur le sous-ministre,

Nous avons étudié ce contrat en date du 20 décembre, 1946, déposé à votre ministère sous le no 374, le 16 janvier, 1947, et à la Commission des relations ouvrières en vertu de l'article 19-A, chap. 162-A, S.R.Q. 1941 et amendements.

Nous vous soumettons les observations suivantes:

1. Notons immédiatement que l'union n'a pas été reconnue par la Commission des relations ouvrières comme agent négociateur des employés de la partie patronale, de sorte qu'elle se trouve dans une position désavantageuse. Elle aurait tout intérêt à obtenir une certification à titre d'agent négociateur de la dite Commission.

2. L'article 3, tel que libellé, peut donner ouverture à des conflits contractuels advenant le cas où un autre groupe serait reconnu comme agent négociateur. L'Union, après avoir obtenu son certificat de reconnaissance comme tel, serait bien avisé de demander que la clause soit amendée de la manière suivante:

" The Company hereby recognizes that the Union has been duly  
" certificated by the Labour Relations' Commission as the sole  
" and exclusive collective bargaining agent for all the employees  
" covered by this agreement in the matters of rates of pay, hours  
" of work and other conditions of employment, and that it has all  
" the rights inherent to such certification."

3. Il est regrettable que les parties n'aient pas jugé opportun d'annexer à leur contrat les résolutions l'approuvant et autorisant leurs officiers respectifs à le signer.

Vu les remarques cidessus l'union serait bien avisée de faire légaliser son mandat et d'amender la convention de la manière indiquée.

Bien à vous,

Philippe Rousseau, c.r.  
conseiller juridique

PR/MC



46.47  
S. 374

**MINISTÈRE DU TRAVAIL**  
**PROVINCE DE QUÉBEC**

Québec, ce 24 février 1947.

MEMO

Me G.-H. Giroux, conseiller juridique,  
286, rue St-Joseph,  
Québec.

Sujet: Convention collective intervenue entre  
"The National Breweries, Limited" et  
"The National Breweries Employees'  
Union".

Monsieur,

Je vous inclus une copie de cette convention conclue sous la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements) et déposée au ministère du Travail le 16 janvier 1947 sous le numéro 374 : je vous prie d'en faire l'étude et de me communiquer vos observations.

Le Sous-ministre



MINISTÈRE DU TRAVAIL  
PROVINCE DE QUÉBEC

Québec, ce 24 février 1947.

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

Sujet: "The National Breweries,  
Limited" et "The National  
Breweries Employees' Union".

Monsieur,

Je vous inclus une copie de cette convention conclue  
sous la Loi des Syndicats Professionnels, (S.R.Q., 1941, chapitre 162  
et amendements), datée du 20 décembre 1946 et déposée au ministère du  
Travail sous le numéro 374.

Sincèrement à vous,

Le Sous-ministre

H-15



*S. 374*

COMMISSION DE RELATIONS OUVRIERES DE LA PROVINCE DE QUEBEC.

LABOUR RELATIONS BOARD OF THE PROVINCE OF QUEBEC

JUGE EUDORE BOIVIN.  
PRESIDENT.  
PIERRE-A. GOSSELIN,  
MEMBRE.  
BRUNAY BRAIS,  
MEMBRE.

286, RUE ST-JOSEPH,  
QUEBEC.

4 EST, RUE NOTRE-DAME  
MONTREAL.

Québec le 26 février, 1947.

LETTRE REÇUE  
FEV 27 1947  
BUREAU  
SOUS-MINISTRE  
DU TRAVAIL

Monsieur Gérard Tremblay,  
Sous-ministre du Travail,  
Hôtel du Gouvernement,  
Québec, P.Q.

RE: The National Breweries Limited,  
&  
National Breweries Employees' Union.

Monsieur le sous-ministre,

J'accuse réception de votre lettre  
du 24 février, 1947, accompagnée pour dépôt  
de deux copies certifiées d'une convention de travail,  
en date du 20 décembre, 1946, intervenue entre  
les parties ci-dessus mentionnées et déposée au minist-  
tère du Travail, le 16 janvier, 1947  
sous le numéro 374.

Bien à vous,

*Paul F. Bernier*  
*par R.R.*

Le secrétaire,

P. E. Bernier, LL.L  
*/mg*

BUREAU DU SOUS-MINISTRE	
Préparer référence à:	
.....	
Apporter dossier	
Préparer	régislation
	arrêté ministériel
	projet de réponse
	avis de publication
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M'en causer	
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Me téléphoner	
Classifier	
copies	



MINISTÈRE DU TRAVAIL  
PROVINCE DE QUÉBEC

Québec, ce 24 février 1947.

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

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

Conformément aux prescriptions du deuxième paragraphe de l'article 19-A de la Loi des Relations ouvrières (S.R.Q. chapitre 162-A et amendements), je vous inclus, pour dépôt, deux copies certifiées de cette convention datée du 20 décembre 1946 et déposée au ministère du Travail le 16 janvier 1947 sous le numéro 374 en exécution de la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements).

Sincèrement à vous,

Le sous-ministre



MINISTÈRE DU TRAVAIL  
HÔTEL DU GOUVERNEMENT  
QUÉBEC

Québec, ce 29 janvier 1947.

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

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

Je vous inclus une copie du certificat constatant le dépôt de cette convention collective enregistrée au ministère du Travail en exécution de la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements), le 16 janvier 1947 sous le numéro 374.

Sincèrement à vous,

Le sous-ministre

MC.  
incl.

# The National Breweries Limited

DAWES BLACK HORSE BREWERY  
MONTREAL

OPERATING  
DOW BREWERY  
MONTREAL

DAWES DRAUGHT ALE BREWERY  
MONTREAL

FRONTENAC BREWERY  
MONTREAL

BOSWELL BREWERY  
QUEBEC

HEAD OFFICE: 990 NOTRE DAME STREET WEST

**Montreal 3**  
CANADA

LETTRE RECUE

JAN 28 1947

BUREAU  
SOUS-MINISTRE  
DU TRAVAIL

January 27, 1947.

Department of Labour,  
Parliament Buildings,  
Quebec, Que.

Attention Mr. G. Tremblay, Deputy Minister.

Dear Sir:

We acknowledge receipt of your favour of the 24th inst. enclosing a certificate of the deposit made with the Department of Labour on January 16th, 1947, under Number 374 of the Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between The National Breweries Limited and The National Breweries Employees' Union, for which please accept our sincere thanks.

Yours very truly,

THE NATIONAL BREWERIES LIMITED

*A. J. Johnston*  
Vice-President and Secretary.

BUREAU DU SOUS-MINISTRE	
Préparer référence à:	ADJ/BL
Approuvé par:	
Préparé par:	
Attesté par:	
Mentionné par:	
Faible par:	
Maître par:	
Classé par:	



DEPARTMENT OF LABOUR  
PARLIAMENT BUILDINGS  
QUEBEC

11-12  
Quebec, January 24th 1947

Mr. A. D. Johnston, Secretary-Treasurer,  
The National Breweries Limited,  
990 Notre-Dame Street West,  
Montreal 5.

Dear Sir:

Enclosed please find a certificate of the deposit made with the Department of Labour on **January 16th 1947** under Number **374** of the Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between **The National Breweries Limited** and **The National Breweries Employees' Union**.

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

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

Sincerely yours,

Deputy Minister.



DEPARTMENT OF LABOUR  
PARLIAMENT BUILDINGS  
QUEBEC

Quebec, January 24th 1947.

Mr. C. C. Gardner, Director of Industrial Relations,  
The National Breweries Limited,  
990 Notre Dame Street West,  
Montreal 3.

Dear Sir:

Enclosed please find a certificate of the deposit made with the Department of Labour on **January 16, 1947** under Number **374** of the Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between **The National Breweries Limited** and **The National Breweries Employees' Union**.

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

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

Sincerely yours,

Deputy Minister.



MINISTÈRE DU TRAVAIL  
HÔTEL DU GOUVERNEMENT  
QUÉBEC

Québec, ce 24 janvier 1947.

Monsieur Alfred Deschênes, secrétaire,  
National Breweries Employees' Union,  
990 ouest, rue Notre-Dame,  
Montréal 5.

Monsieur le secrétaire,

Je vous inclus un certificat constatant le dépôt fait au ministère du Travail, le 16 janvier 1947 sous le numéro 374 de la convention collective conclue sous la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements) et intervenue entre "The National Breweries Limited" et "National Breweries Employees' Union".

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

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

Veuillez agréer l'expression de mes meilleurs sentiments.

Le Sous-ministre

Province de Québec



Province of Quebec

MINISTÈRE DU TRAVAIL

DEPARTMENT OF LABOUR

**Loi des Syndicats Professionnels**

**Professional Syndicates' Act**

(S.R.Q., 1941, chapitre 162 et amendements)

(R.S.Q., 1941, Chapter 162 and amendments)

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

Numéro  
Number 374

Les présentes établissent que le  
It is hereby certified that on the 20<sup>th</sup>

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

le ministère du Travail a reçu de  
the Department of Labour has received from Monsieur C. C. Gardner, directeur des Relations  
Industrielles, The National Breweries Limited

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

savoir:  
to wit: 374

Une convention collective en date du 20 décembre 1946  
A collective agreement under date of et expirant le 1er janvier 1948  
(renouvellement automatique)

intervenue entre:  
between: The National Breweries Limited et National Breweries Employees' Union

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

Sceau - Seal

ce jour du mois de  
this 20<sup>th</sup> day of the month of

janvier mil neuf cent quarante-  
nineteen hundred and forty-sept.

.....  
Sous-ministre Deputy Minister

# The National Breweries Limited

DAWES BLACK HORSE BREWERY  
MONTREAL

OPERATING  
DOW BREWERY  
MONTREAL

DAWES DRAUGHT ALE BREWERY  
MONTREAL

FRONTENAC BREWERY  
MONTREAL

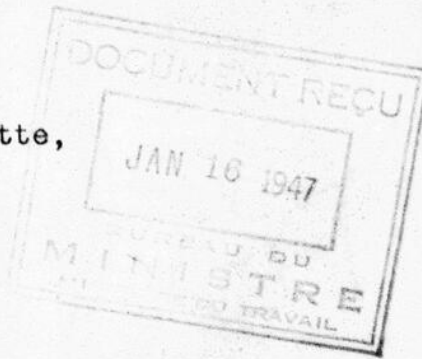
BOSWELL BREWERY  
QUEBEC

HEAD OFFICE: 990 NOTRE DAME STREET WEST

**Montreal 3**  
CANADA

January 15, 1947.

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



Dear Sir:

Pursuant to Article 23 of The Professional Syndicates Act, we are attaching hereto a certified true copy of the collective labour agreement signed between this Company and the National Breweries Employees' Union under effective date of January 1st, 1947.

We beg to remain,

Yours very truly,

DIRECTOR OF INDUSTRIAL RELATIONS

CCG:JMC  
Enc. 1

CONVENTIONS COLLECTIVES		
VISA DE	Date	Par
Estampille	✓	m.B.
Signatures	✓	
Incorporation	21-11-46	
Reconnaissance	non	
Numerotage	374	
Formule		

AGREEMENT

This Agreement made and concluded in the City of Montreal, Province of Quebec this 20th day of December 1946, by and between The National Breweries Limited hereinafter referred to as the "Employer" and the National Breweries Employees' Union hereinafter referred to as the "Union."

ARTICLE I

Purpose

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

ARTICLE II

Interpretation

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

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

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

### ARTICLE III

#### Recognition

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

### ARTICLE IV

#### Union Activities -

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

### ARTICLE V

#### Collection of Dues

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

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

ARTICLE VIManagement

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

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

ARTICLE VIIWages

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

Shift Premiums

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

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

4.

Any Employee, except those specified below, who starts to work between the hours of 6:00 P.M. and 3:59 A.M., shall be paid at his regular job classification rate as shown in Schedule A, plus five (5) cents for each hour worked.

Employees exempted from the above shift premiums are those whose regular duties require them to work on off-shift hours and include:

1. Watchmen
2. Power plant Employees

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

#### Transfers

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

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

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

### ARTICLE VIII

#### Hours of Work

##### Overtime - Holidays

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

#### Overtime

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

Work on Sundays and Paid Holidays

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

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

Emergency Work

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

Holidays

The following days are recognized as paid holidays:

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

Holiday Pay

Holiday pay shall be based on nine hours at the Employee's regular hourly rate of pay.

ARTICLE IXVacations

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

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

Employees, who have completed twenty-five years of continuous employment with the Company as of April 30th, of the current year, shall be entitled to an annual vacation of three weeks with pay within the following twelve months.

6.

Employees, who have less than one year of continuous employment with the Company as of April 30th, of the current year, shall be entitled to a vacation of one-half day with pay for every calendar month of continuous employment up to April 30th, of the current year.

#### Vacation Pay

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

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

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

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

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

#### ARTICLE X

##### Seniority

All new Employees shall be on a probationary period for ninety working days. Employees shall be deemed to have acquired seniority after they have completed a total of ninety working days with the Company. Seniority shall be dated ninety days back from the day the Employee completes his ninety-day trial period.

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

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

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

#### ARTICLE XI

##### Dismissal

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

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

#### ARTICLE XII

##### Bulletin Boards

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

#### ARTICLE XIII

##### Privileges

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

ARTICLE XIVGrievance Procedure

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

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

- Step I Between the foreman of the Department and the aggrieved Employee or group of Employees: maximum delay for settlement: 2 days.
- Step II Between the foreman of the Department and the aggrieved Employee or group of Employees and the Shop Steward: maximum delay for settlement: 2 days.
- Step III Between the Grievance Committee and the Manager of the Plant: maximum delay for settlement: 3 days.
- Step IV Between the Grievance Committee and the Director of Industrial Relations: maximum delay for settlement: 5 days.
- Step V In the event that the grievance shall not have been satisfactorily adjusted within fifteen days after the initiation of conferences under Step I, the matter shall be referred to Arbitration as herein provided in Article XV.

ARTICLE XVArbitrationNo strikes and lockouts

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

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

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

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

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

#### ARTICLE XVI

##### Duration of Agreement

This Agreement shall become effective as of January 1st, 1947, shall remain in effect for a period of twelve (12) months thereafter, and shall be automatically extended for yearly periods thereafter unless a written notice to the contrary be served by either party upon the other not more than sixty (60) days nor less than thirty (30) days prior to the date of its termination.

#### ARTICLE XVII

##### Notice

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

The National Breweries Employees' Union,  
6259 St. André Street,  
Montreal 10, Que.

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

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

In witness whereof, the parties have signed this Agreement at the  
City of Montreal this 20th day of December, one thousand nine  
hundred and forty-six.

THE NATIONAL BREWERIES LIMITED

NORMAN J. DAWES  
President and Managing-Director

J. C. CUSHING  
Executive Vice-President

THE NATIONAL BREWERIES EMPLOYEES' UNION

ARMAND LAUZON  
President

ALFRED DESCHENES  
Secretary

ANTONIO DROLET - JEAN MARIE DION  
Representative  
Howell Brewery

W. PROULX - D. LAUZON  
Representative  
Dawes Black Horse Brewery

H. REID - LANOVILLE  
Representative  
Dawes Draught Ale Brewery

ROMEO HAINEAULT - ARMAND GROULX  
Representative  
Dow Brewery

MAURICE BONNARD  
Representative  
Frontenac Brewery

R. BAZINET - N. LABERGE  
Representative  
Transport Department

CERTIFIED TRUE COPY

As Johnston  
SECRETARY-TREASURER  
THE NATIONAL BREWERIES LIMITED

Alfred Deschenes  
SECRETARY  
NATIONAL BREWERIES EMPLOYEES' UNION

SCHEDULE "A"  
COLLECTIVE LABOUR AGREEMENT  
between  
THE NATIONAL BREWERIES LIMITED  
and the  
NATIONAL BREWERIES EMPLOYEES' UNION

<u>CLASSIFICATION</u>	<u>MONTREAL</u>		<u>QUEBEC</u>
	<u>Male</u>	<u>Female</u>	<u>Male</u>
	\$	\$	\$
Assistant Route Salesman	0.83	-	0.79
Bar Equipment Pipe Washer	0.72	-	0.68
Bar Equipment Serviceman	0.83	-	0.79
Brewing Department Worker "A"	0.77	-	0.73
Brewing Department Worker "B"	0.72	-	0.68
Cafeteria Worker "A"	0.68	0.60	0.64
Cafeteria Worker "B"	0.65	0.57	0.61
Charwoman	-	0.57	-
Chief Groom	1.00	-	0.96
City Route Chauffeur	0.83	-	0.79
Cook "A"	0.91	-	0.87
Cook "B"	0.72	0.64	0.68
Fireman "A"	-	-	0.79
Fireman "B"	0.72	-	0.68
Freight Chauffeur	0.83	-	0.79
Groom	0.77	-	0.73
Group Leader "A"	1.21	-	1.17
Group Leader "B"	1.00	-	0.96
Group Leader "C"	0.83	-	0.79
Inspector	0.68	0.60	0.64
Janitor	0.65	0.57	0.61
Labourer "A"	0.72	-	0.68
Labourer "B"	0.68	-	0.64
Labourer "C"	0.65	0.57	0.61
Machine Attendant "A"	0.72	-	0.68
Machine Attendant "B"	0.68	0.60	0.64
Maintenance Serviceman	0.72	-	0.68
Maintenance Tradesman "A"	1.10	-	1.06
Maintenance Tradesman "B"	1.00	-	0.96
Maintenance Tradesman "C"	0.91	-	0.87
Maintenance Tradesman "D"	0.83	-	0.79
Maintenance Tradesman Helper	First three years	0.72	0.68
	Next three years	0.74	0.70
	Thereafter	0.76	0.72
Stationary Engineman "A"	-	-	0.96
Stationary Engineman "B"	0.91	-	0.87
Van Chauffeur	0.91	-	0.87
Watchman	0.72	-	0.68