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PLACE VIGER MARKET

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UNION AGREEMENT

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THIS AGREEMENT made operative as of the 1st day of November 1945,

BETWEEN:

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

AND:

LOCAL 66 of the PACKINGHOUSE, BUTCHERS AND ALLIED FOOD WORKERS UNION OF CANADA, TRADES AND LABOUR CONGRESS OF CANADA, (formerly Local, 66, Montreal Packing Plant Employees Federal Union,) hereinafter referred to as the "Union",

W I T N E S E T H

Whereas Local 66 of the Packinghouse Butchers and Allied Food Workers Union of Canada, comprising the majority of the employees of the SWIFT CANADIAN CO; LIMITED, at Place Viger Market Branch, and the Company itself, recognize that there exists between both parties a community of interest, and both wish to maintain a harmonious and co-operative relationship which will enhance production and the general well-being of all concerned.

And whereas 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 between the Company and its employees.

ARTICLE 1- RECOGNITION

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

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

ARTICLE 11- MANAGEMENT

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

ARTICLE 111- OVERTIME

This article is subject to the approval of the Regional War Labor Board.

(a) For hourly paid employees time worked in excess of 9 hours in any one day, Monday to Friday inclusive and 5 hours on Saturday, or 48 hours in any one week shall be considered as overtime; and computed on the basis of whichever is the greater overtime.

For weekly paid employees time worked in excess of the normal work week; i.e; at present 48 hours, shall be considered as overtime. However, there shall be a tolerance of 3 hours weekly before paying overtime to truck drivers if such overtime was due to delays caused by breakdown of equipment or accidents. There shall be no daily overtime for weekly paid employees.

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

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

New Year's Day
Good Friday

Dominion Day
Labor Day

Thanksgiving Day
Christmas Day

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

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

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

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

ARTICLE IV- GRIEVANCE PROCEDURE

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

2. Should differences arise between the Company and the Union, or between the Company and the employees, or between employees of the Company, or should any local trouble of any kind arise in the branch pertaining to matters involved in this Agreement, there shall be no strike, stoppage, slowdown or suspension of work on the part of the Union or its members, or lockout on the part of the Company, on account of such disputes, until after an earnest effort has been made to settle all such matters immediately in the following manner and order:

- (a) Between the aggrieved employee or employees, with or without his employee union representative, together with the foreman or forelady of the department involved.
- (b) Between the employee union representative or representatives, not exceeding two, with or without the aggrieved employee or employees, and the superintendent.
- (c) Between the employee union representative or representatives, not exceeding three, with or without the aggrieved employee or employees, and the branch manager and/or his designated representatives.
- (d) Between the member or members of the Grievance Committee designated by the Union, accompanied by a union representative (not necessarily an employee) if desired, and the Company's designated representatives. All grievances presented in this step shall be in writing.

- (e) In the event no decision is reached in the first four steps, other methods may be decided upon by mutual understanding.

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

ARTICLE V- TRANSFERS

In any case where an employee is required temporarily to fill the place of another employee receiving a higher rate of pay, he or she, shall receive the higher rate of pay, but if required temporarily to fill the place of another employee receiving a lower rate, his or her rate shall not be changed. When an employee is transferred permanently to another job he shall be paid the rate for the job.

No employee will be transferred permanently without his or her consent, however, in the case of a reduction in force, or the elimination of a department, he or she will be offered the option of taking a position available if they are qualified for it, at the going rate for the job or resigning.

ARTICLE VI- SENIORITY

1. Seniority will operate on a branch basis. Layoffs and re-employment will be based on length of accumulated service. Promotions within the bargaining unit shall be based on length of accumulated service provided, however, that the employee's ability to do the work as well as or better than other candidates, his regularity in attendance, punctuality, and physical condition may well justify the Company selecting an employee with less service for the vacancy.

2. Employees shall not acquire any seniority rights during a probationary period of accumulated service on 90 calendar days. However, if an employee is continued in employment after such period his seniority shall commence from the original employment date.

3. In increasing working forces according to seniority, employees laid off will be notified by the present method of contact, or by registered letter at their last known address, and they will be expected to report as directed. Failure to do so shall forfeit their seniority rights.

4. All seniority rights shall be forfeited when an employee voluntarily leaves the service of the company or is discharged for proper cause, or has been out of employment by the Company for twelve (12) months or longer, due to lack of work.

5. Seniority records will be made available to employees or the Union representative.

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

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

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

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

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

ARTICLE VII- VISITS BY UNION OFFICIALS

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

ARTICLE VIII- WORKING CONDITIONS

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

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

ARTICLE IX- SAFETY AND HEALTH

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

ARTICLE X- VACATIONS

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

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

OR

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

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

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

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

THREE weeks' vacation annually thereafter.

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

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

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

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

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

8. Vacations may be given at any time during the year subject to the demands of the business; however, each department should make a sincere effort to grant vacations at the time wanted by the employee, giving the longest service employee preference.

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

ARTICLE XI- GUARANTEE TIME

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

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

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

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

5. Any employee who is directed by the Company to report for work, and who by reason of some breakdown in the Plant or some other cause for which he or she is not responsible, is dismissed for the day, shall receive for that day at least three (3) hours pay at his or her regular rate.

Any employee who is specially called in at any time outside his or her normal working hours shall be through when the purpose for the special call is fulfilled, but shall nevertheless be paid for a minimum of three (3) hours at his or her regular rate.

ARTICLE XII- UNION NOTICES

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

ARTICLE XIII- ADEQUATE RELIEF

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

ARTICLE XIV- RATING

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

ARTICLE XV- LEAVES OF ABSENCE

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

ARTICLE XVI- SHOP COMMITTEE PERSONNEL

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

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

ARTICLE XVII- WAGES

This article is subject to the approval of the Regional War Labor Board.

(a) The minimum hourly wage rate for the regular male hourly employees of and over 18 years of age shall be 62¢ per hour, and under 18 years of age shall be 50¢ per hour. For regular female employees the minimum wage rate shall be ~~44¢~~ 44¢ per hour.

(b) The Company agrees to join ^{with} the Union in an application to the National War Labor Board requesting that all employees except Engineers or Firemen ^{and 8.00 a.m.} are required to work between the hours of 6 p.m. ^A shall receive for such work a premium of five (5) cents ^{of} per hour above their normal rate. This premium shall not be considered as part of such employees basic rate.

ARTICLE XVIII- UNION SECURITY AND DUES DEDUCTION

(a) The Company agrees that upon receipt of written authorization in form prescribed in Section (b) of this Article it will, so long as such authorization remains in force, deduct from the employees 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 remit such dues to the designated official of the Local Union 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.....
.....
.....at.....
and a member of Local.....of the Packinghouse, Butchers and 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.....I further authorize my employer to pay the amount so deducted, to the Financial Secretary of Local.....of the Packinghouse Butchers and Allied Food Workers Union of Canada.

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 cancelled, it may not be renewed until 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. _____

ARTICLE XIX- RENEWAL AND TERMINATION

This agreement shall remain in full force and effect for the period of one (1) year from the operative date hereof and shall be renewed automatically from year to year, provided that either party may give to the other party, within thirty (30) days of the expiration of any period of twelve (12) calendar months, the first such period commencing as from the date hereof, thirty (30) days' notice of its intention to terminate or seek amendment of this Agreement.

DATED this 28th DAY OF November 1945

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

SWIFT CANADIAN CO; LIMITED

L. J. Beauvais

Local 66 of the PACKINGHOUSE,
BUTCHERS AND ALLIED FOOD WORKERS
UNION OF CANADA

Roméo Mathieu

E. Nadon

C. Simard