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Agreement entered into this 25th day of October 1949.

BETWEEN THE NATIONAL UNION OF OPERATING ENGINEERS OF CANADA represented by a Committee formed of employees of the Dawes Black Horse, Dawes Draught Ale, Dow, and Frontenac Breweries.

PARTY OF THE FIRST PART.

AND NATIONAL BREWERIES LIMITED having its Head Office in the City of Montreal and owning and operating plants at 740 St. Maurice Street known as the Dawes Black Horse Brewery, at 2115 St. Lawrence Boulevard known as the Dawes Draught Ale Brewery at 391 Colborne Street known, as the Dow Brevery, and at 5930 De Gaspé Street known as the Frontenac Brewery.

PARTY OF THE SECOND PART.

PURPOSE.

It is the expressed desire and purpose of the parties hereto to advance the mutual interests of the Employees and the Company. It is mutually recognized that it is the duty and responsibility of the Union, the Employees and the Company to cooperate fully towards the achievement of this purpose.

INTERPRETATION.

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

a) "Company" The following plants of National Breweries Limited, namely.

Dawes Black Horse Brewery
Dawes Draught Ale Brewery
Dow Brewery
Frontenac Brewery

b) "Union" The National Union of Operating Engineers of Canada.

c) "Employees": Regular shift Stationary Engineers, Spare Stationary Engineers, and regular Boiler Room Firemen of the Steam and Refrigeration Departments of the Company.

d) "Plant" Any of the following four (4) breweries:

Dawes Black Horse Brewery
Dawes Draught Ale Brewery
Dow Brewery
Frontenanc Brewery

e) "Union Negotiating Committee" A Committee composed of four (4) representatives duly elected by the Employees, members of the Union. Each representative on this Committee must be from a different plant.

19/2219

1. RECOGNITION.

The Company recognizes the Union as the sole and exclusive bargaining agency for all Employees covered by this Agreement and agrees to deal with the Union through its properly chosen and duly elected Union Negotiating Committee. The Company will not interfere with or discriminate against any Employee because of 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 the solicitation of membership. The Union further agrees not to conduct its Union activities on Company time except in the following cases:

a) When the Union Negotiating Committee meets with the Management of the Company:

b) When a member of the Union Negotiating Committee is called upon to handle a grievance as set forth in Article 2 of this Agreement.

When a member of the Union Negotiating Committee is required to absent himself in the performance of duties connected with the Union, he shall first obtain the approval of his foreman (Chief Stationary Engineer) and Plant Manager before leaving his job.

2. GRIEVANCE PROCEDURE.

a) The Union agrees to notify promptly the Manager of the Plant of the names of the Union Negotiating Committee members who have been elected by the Employees of the Company, and also of any changes which may take place from time to time.

b) Should any dispute arise between the Company and the Union as to the meaning and application of the provision of this Agreement, or should any local trouble of any kind arise in the Plant, there shall be no suspension of work on account of such dispute, but an earnest effort shall be made by both parties hereto to settle immediately and without delay such dispute or trouble in respect of which the following grievance machinery is set up.

Step 1. The Employee or group of Employees concerned may take the matter directly to his (or their) foreman alone or accompanied by the member of the Union Negotiating Committee of his (or their) department with a view to obtaining settlement of the grievance.

Step 11 If the Employee or grpup of Employees are not satisfied with the decision given by the foreman, he (or they) may seek the advice of the Plant Personnel Supervisor, or present his (or their) grievance to his (or their) member of the Union Negotiating Committee who will discuss the grievance with the foreman.

Step 111 If the member of the Union Negotiating Committee and the Employee (or Employees) concerned are not satisfied with the decision given after the second interview with the foreman, the member of the Union Negotiating Committee will present the case to the Union Negotiating Committee, If the Union Negotiating Committee believes the grievance is justified, it will submit a written statement of the grievance to the Department Superintendent, or in the case where no Superintendent exists, to the Plant Manager, A conference shall be arranged at a time mutually agreed upon within forty-eight (48) hours from receipt of such written statement. Both parties shall have the right to summon any witness to a meeting in order to obtain all evidence necessary to the settlement of the grievance.

Step lV If the case is not settled to the satisfaction of all concerned, the Union Negotiating Committee will meet with the Manager of the Plant with a view to settling the grievance. (This step will not apply to Plants which have no Department Superintendent.)

Step V Should the Union Negotiating Committee not be satisfied with the decision rendered by the Manager of the Plant, the Committee will discuss the grievance with the Company's Director of Industrial Relations A conference shall be arranged at a time mutually agreed upon. A representative of the Union Head Office may accompany the Union Negotiating Committee at this meeting.

Step Vl Should the conference between the Director of Industrial Relations and the Union Negotiating Committee fail to reach an agreement, the case will be presented for arbitration.

(c) Grievances or matters covered by this Agreement may be discussed with Management by the Union Negotiating Committee during working hours, but

lenghty negotiations for the settlement of a dispute shall be conducted outside of working hours.

d) When the Company requests a meeting with any member of the Union Negotiating Committee, the Company will compensate the member for the time spent at his regular rate of pay.

e) All decisions arrived at by agreement between the Management of the Company and the Union Negotiating Committee shall be put in writing and shall be final and binding upon the Union, the Company, and the Employees.

f) All requests for interviews on the part of the Union Negotiating Committee or the General Management of the Company shall be submitted by letter. Such interviews shall take place within three (3) days from the receipt thereof. Subjects to be discussed shallbe restricted to those set forth in the letter requesting the interview.

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.

3. ARBITRATION.

In the event that no agreement is reached through the procedure set forth in Article 2 hereof, 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 the chairman chosen by such representatives. Should the representatives fail within five (5) days to agree on a chairman, the Minister of Labour of the Province of Quebec willbe requested by the above mentioned representatives to name a judge or magistrate to act as chairman of the Arbitration Committee. After an Arbitration Committee has been formed by the foregoing procedure, it will meet and hear the evidence of both sides and render a decision within seven (7) days of the completion of the taking of evidence. The decision of the Arbitration Committee shall be final and binding upon both parties. The Company and the Union agree each to bear an equal share of any expense incurred as a result of the employment of a chairman to preside in any arbitration.-

4. STRIKES AND LOCKOUTS.

During the term of this Agreement, the Union agrees that there shall be no slowdown, strike, or other stoppage or interference with work, and the Company agrees that there shall be no lockouts.

5. MANAGEMENT.

The management of the Company and the direction of the Employees including the right to hire, transfer, promote, lay off, recall or discharge for proper causes, and the right to relieve Employees from duties because of lack of work and for other legitimate reasons is vested exclusively in the Management of the Company in accordance with the terms of this Agreement.

6. DISMISSALS.

All dismissals for cause shall be subject to the approval of the Manager of the Plant. When an Employee feels that he has been unjustly dismissed, laid off, or suspended, he must inform the Manager of the Plant and the member of the Union Negotiating Committee from his Plant within forty-eight (48) hours that he questions such dismissal, suspension, or lay-off. The matter from then on shall become a discussable grievance and shall be dealt with in the manner described in Article 2.

7. WORKING CONDITIONS.

a) For the purpose of this Agreement, the Plants in question shall be classified in accordance with the Quebec Stationary Enginemen's Act and regulations thereunder. The Chief Stationary Enginemen (foreman of department) shall not form part of a regular shift.

b) Engineers in charge of each shift shall be holders of stationary engineman's certificates in accordance with the Quebec Stationary Enginemen's Act. The engineers in charge of a shift shall not normally be required to fire boilers or clean them either internally or externally,

c) Boiler Operators (Firemen) shall be the holders of fourth-class stationary enginemen's certificates.

d) Company personnel who are called upon to replace temporarily regular Boiler Operators (Firemen) shall not be subject to the terms of this Agreement. The service of such personnel will be restricted to a

minimum number of shifts consistent with the Company's policy, regarding overtime work.

8. HOURS OF WORK.

Forty eight (48) hours shall conssitute a standard work week made up of six (6) shifts of eight (8) hours each.

No shift operator shall be required to work more than two (2) consecutive shifts without relief.

If an Employee is required to work more than three (3) hours beyond his scheduled quitting time without prior notification, such Employee will be provided with a regular meal from the plant cafeteria or will be paid a supper allowance equivalent in amount to the price of a cafeteria meal.

9. WAGES.

a) Rates of Pay.

Second-class stationary enginemen .....$1.35 per hour.

Third class stationary enginemen .....$1.16 per hour.

Boiler Operators (Firemen with fourth-class certificates. .....$1.08 per hour

b) Shift Premiums.

Any employee who starts to work between the hours of 3.00 a.m. and 11.59 a.m. shall be paid his regular rate of pay as outlined in Paragraph a) of this Article,

Any employee who starts to work between the hours of 12.00 noon and 5.59 p.m. shall be paid his regular rate of pay as outlined in Paragraph a) of this Article plus two cents (2¢) for each hour worked.

Any employee who starts to work between the hours of 6.00 p.m. and 2.59 a.m. shall be paid his regular rate of pay as outlined in Paragraph a) of this Article plus five cents (5¢) for each hour worked.

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

10. OVERTIME.

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

Emergency Work.

Any Employee who is called in and reports for emergency work outside of and not continuous with his regular scheduled hours will be guaranteed a minimum of four (4) hours work or the equivalent in pay.

Holidays.

The following days are recognized as holidays:

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

To be eligible to receive holiday pay, an Employee must have completed his probationary period.

Holiday Pay.

Holiday pay shall be based on the number of regular scheduledhours the Employee would have worked on that day had there been no holiday at the Employee's job rate plus any shift premium to which he is entitled. For purposes of this Article, if one of the above mentioned holidays is observed by the Company on another day, then such other day will be considered as the holiday.

When one of the above mentioned holidays falls within the vacation period of an Employee, he will receive his holiday pay for this day.

11. TRANSFERS.

a) An employee required temporarily to fill another job paying a higher rate of pay shall receive the higher rate of pay after five (5) or more hours on the job, but if required temporarily to fill a job paying a lower rate of pay, his regular rate of pay shall not be changed.

b) When an Employee is transferred permanently to another job, he shall be paid at the rate of the new job.

c) When an Employee is assigned any other job, he shall, if possible, be told whether it is a temporary assignment or whether it is permanent.

12. VACATIONS.

The vacation year of the Company will be the twelve (12) month period beginning January 1st and ending December 31st of the same year.

Employees, who have less than one (1) year of continuous employment with the Company as of December 31st of the previous year, shall be entitled within the next twelve (12) months to a vacation of one-half (½) day with pay for every calendar month of continuous employment up to December 31st of the previous year.

Employees, who have completed one (1) year or more but less than five (5) years of continuous employment with the Company as of December 31st of the previous year, shall be entitled to an annual vacation of one (1) week with pay within the following twelve (12) months.

Employees, who have completed five (5) years or more but less than twenty-five (25) years of continuous employment with the Company shall be entitled to an annual vacation of two (2) weeks with pay. Employees who become eligible for the first time to two (2) weeks vacation with pay shall take such vacation between the date of completion of five (5) years of continuous employment with the Company and December 31st of the sameyear. All other employees entitled to two (2) weeks vacation with pay shall be eligible to take such vacations during the regular vacation year of the Company.

Employees who have completed twenty five (25) years or more of continuous employment with the Company shall be entitled to an annual vacation of three (3) weeks with pay. Employees who become eligible for the first time to three (3) weeks vacation with pay shall take such vacation between the date of completion of twenty-five (25) years of continuous employment with the Company and December 31st of the same year. All other employees entitled to three (3) weeks vacation with pay shall be eligible to take such vacations during the regular vacationyear of the Company.

Vacation Pay.

Employees entitled to less than one (1) week's vacation with pay will be paid 2% of their wages for the period they worked up to December 31st of the previous year.

Employees entitled to one (1) week's vacation with pay will be paid 2% of their wages for the twelve month period ending December 31st of the previous year, or an amount equivalent to their regular hourly day rate of pay multiplied by forty-eight (48) whichever is the greater.

Employees entitled to two (2) weeks' vacation with pay will be paid 4% of their wages for the twelve month period ending December 31st of theprevious year, or an amount equivalent to twice their regular hourly day rate of pay multiplied by forty-eight (48) whichever is the greater.

Employees entitled to three (3) week's vacation with pay will be paid 6% of their wages for the twelve month period ending December 31st of theprevious year, or an amount equivalent to three times their regularhourly day rateof pay multiplied by forty-eight (48) whichever is the greater.

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

13. SENIORITY.

Seniority shall be reckoned by job classification within the respective Plants of the Company and shall be based on length of service with the Company In cases of promotions, lay-offs, or recalls, seniority shall govern provided the Company considers that the Employees have the same degree of ability, skill and experience.

14. SAFETY AND HEALTH.

The Company will continue to make provisions for the safety and health of its Employees during the hours of their employment. Such devices as the Company requires to be worn and other equipment which, in theopinion of the Company is necessary for the safety and protection of the Employees, shall be provided by the Company.

15. BENEFITS.

All benefits presently enjoyed shall continue to apply to all Employees covered by this Agreement.-

16. 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 Union.

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

17. DURATION OF AGREEMENT.

This Agreement shall become effective as of the twenty-seventh (27th) day of September 1949, 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.

18. NOTICE.

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

National Union of Operating
Engineers of Canada.

Room 10, Monument National.

1182 St. Lawrence Boulevard.

Montreal 18, Que.-

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

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 under effective date of September 27th one thousand nine hundred amd forty-nine.

NATIONAL BREWERIES LIMITED

Norman J. Dawes

President and Managing Director.

J.H. Cushing.

Executive Vice-President.

THE NATIONAL UNION OF OPERATING ENGINEERS OF CANADA.

L.C. Dannacker.
General Representative.

Vincent Short.
Member of Committee
Dawes Black Horse Brewery.

Unreadable
Member of Committee
Dawes Draught Ale Brewery.

Gerard J. Bawes.
Member of Committee
Dow Brewery.

Lucien Meilleur.
Member of Committee
Frontenac Brewery.

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Agreement entered into this 5th day of October 1948

BETWEEN

THE NATIONAL UNION OF OPERATION ENGINEERS OF CANADA represented by a Committee formed of employees of the Dawes Black Horse, Dawes Draught Ale, Dow, and Frontenac Breweries,

PARTY OF THE FIRST PART.

AND

THE NATIONAL BREWERIES LIMITED having its Head Office in the City of Montreal and owning and operating plants at 740 St. Maurice Street known as the Dawes Black Horse Brewery, at 2115 St. Lawrence Boulevard known as the Dawes Draught Ale Brewery, at 391 Colborne Street known as the Dow Brewery, and at 5930 De Gaspé Street known as the Frontenac Brewery,

PARTY OF THE SECOND PART.

PURPOSE

It is the expressed desire and purpose of the parties hereto to advance the mutual interests of the Employees and the Company. It is mutually recognized that it is the duty and responsibility of the Union, the Employees and the Company to cooperate fully towards the achievement of this purpose.

INTERPRETATION

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

a) "Company": The following plants of The National Breweries Limited, nemaly:

Dawes Black Horse Brewery
Dawes Draught Ale Brewery
Dow Brewery
Frontenac Brewery.

b) "Union": The National Union of Operating Engineers of Canada.

c) "Employees": Regular shift Stationary Engineers, Spare Stationary Engineers, and regular Boiler Room Firemen of the Steam and Refrigeration Departments of the Company.

d) "Plant": Any of the following four (4) breweries:

Dawes Black Horse Brewery
Dawes Draught Ale Brewery
Dow Brewery
Frontenac Brewery.

e) "Union Negotiating Committee:" A Committee composed of four (4) representatives duly elected by the Employees, members of the Union. Each representative on this Committee must be from a different plant.

19/1889

1. RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agency for all Employees covered by this Agreement and agrees to deal with the Union through its properly chosen and duly elected Union Negotiating Committee. The Company will not interfere with or discriminate against any Employee because of membership in the Union. The Union agrees that its members will conduct their Union activities in alawful manner and will not use intimidation or coercion in the solicitation of membership. The Union further agrees not to conduct its Union activities on Company time except in the following cases:

a) When the Union Negotiating Committee meets with the Management of the Company;

b) When a member of the Union Negotiating Committee is called upon to handle a grievance as set forth in Article 2 of this Agreement.

When a member of the Union Negotiating Committee is required to absent himself in the performance of duties connected with the Union, he shall first obtain the approval of his foreman (Chief Stationary Engineer) and Plant Manager before leaving his job.

2. GRIEVANCE PROCEDURE

a) The Union agrees to notify promptly the Manager of the Plant of the names of the Union Negotiating Committee members who have been elected by the Employees of the Company, and also of any changes which may take place from time to time.

b) Should any dispute arise between the Company and the Union as to the meaning and application of the provision of this Agreement, or should any local trouble of any kind arise in the Plant, there shall be no suspension of work on account of such dispute, but an earnest effort shall be made by both parties hereto to settle immediately and without delay such dispute or trouble in respect of which the following grievance machinery is set up:

Step I The Employee or group of Employees concerned may take the matter directly to his (or their) forman alone or accompanied by the member of the Union Negotiating Committee of his (or their) department with a view to obtaining settlement of the grievance.

Step II If the Employee or group of Employees are not satisfied with the decision given by the foreman, he (or they) may seek the advice of the Plant Personnal Supervisor, or present his (or their) grievance to his (or their) member of the Union Negotiating Committee who will discuss the grievance with the foreman.

Step III If the member of the Union negotiating Committee and the Employee (or Employees) concerned are not satisfied with the decision given after the second interview with the foreman, the member of the Union Negotiating Committee will present the case to the Union Negotiating Committee. If the Union Negotiating Committee believes the grievance is justified, it will submit a written statement of the grievance to the Department Superintendent, or in the case where no Superintendant, exists, to the Plant Manager. A conference shall be arranged at a time mutually agreed upon within forty-eight (48) hours from receipt of such written statement. Both parties shall have the right to summon any witness to a meeting in order to obtain all evidence necessary to the settlement of the grievance.

Step IV If the case is not settled to the satisfaction of all concerned, the Union Negotiating Committee will meet with the Manager of the Plant with a view to settling the grievance. (This step will not apply to Plants which have no Department Superintendent.)

Step V Should the Union Negotiating Committee not be satisfied with the decision rendered by the Manager of the Plant, the Committee will discuss the grievance with the Company's Director of Industrial Relations. A conference shall be arranged at a time mutually agreed upon. A representative of the Union Head Office may accompany the Union Negotiating Committee at this meeting.

Step VI Should the conference between the Director of Industrial Relations and the Union Negotiating Committee fail to reach an agreement, the case will be presented for arbitration.

c) Grievance or matters covered by this Agreement may be discussed with Management by the Negotiating Committee during working hours, but

lengthy negotiations for the settlement of a dispute shall be conducted outside of working hours.

d) When the Company requests a meeting with any member of the Union Negotiating Committee, the Company will compensate the member for the time spent at his regular rate of pay.

e) All decisions arrived at by agreement between the Management of the Company and the Union Negotiating Committee shall be put in writing and shall be final and binding upon the Union, the Company, and the Employees.

f) All requests for interviews on the part of the Union Negotiating Committee or the General Management of the Company shall be submitted by letter. Such interviews shall take place within three (3) days from the receipt thereof. Subjects to be discussed shall be restricted to those set forth in the letter requesting the interview.

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.

3. ARBITRATION

In the event that no agreement is reached through the procedure set forth in Article 2 hereof, 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 the chairman chosen by such representatives. Should the representatives fail within five (5) days to agree on a chairman, the Minister of Labour of the Province of Quebec will be requested by the above mentioned representatives to name a judge or magistrate to act as chariman of the Arbitration Committee. After an Arbitration Committee has been formed by the foregoing procedure, it will meet and hear the evidence of both sides and render a decision within seven (7) days of the completion of the taking of evidence. The decision of the Arbitration Committee shall be final and binding upon both parties. The Company and the Union agree each to bear an equal share of any expense incurred as a result of the employment of a chairman to preside in any arbitration.

4. STRIKES AND LOCKOUTS

During the term of this Agreement, the Union agrees that there shall be no slowdown, strike, or other stoppage or interference with work, and the Company agrees that there shall be no lockouts .

5. MANAGEMENT

The management of the Company and the direction of the Employees including the right to hire, transfer, promote, lay off, recall or discharge for proper causes, and the right to relieve Employees from duties because of lack of work and for other legitimate reasons is vested exclusively in the Management of the Company in accordance with the terms of this Agreement.

6. DISMISSALS

All dismissals for cause shall be subject to the approval of the Manager of the Plant. When an Employee feels that he has been unjustly dismissed, laid off, or suspended, he must inform the Manager of the Plant and the member of the Union Negotiating Committee from his Plant within forty-eight (48) hours that he questions such dismissal, suspension, or lay-off. The matter from then on shall become a discussable grievance and shall be dealt with in the manner described in Article 2.

7. WORKING CONDITIONS

a) For the purpose of this Agreement, the Plant in question shall be classified in accordance with the Quebec Stationary Enginemen's Act and regulations thereunder. The Chief Stationary Enginemen (foreman of department) shall not form part of a regular shift.

b) Engineers in charge of each shift shall be holders of stationary enginemen's certificates in accordance with the Quebec Stationary Enginemen's Act. The engineers in charge of a shift shall not normally be required to fire boilers or clean them either internally or externally.

c) Boiler Operators (Firemen) shall be the holders of fourth-class stationary enginemen's certificates. (Boiler Room Operators, who, at present, do not hold fourth-class stationary enginemen's certificates shall be given a reasonable time to obtain this certificate.)

d) Company personnel who are called upon to replace temporarily regular Boiler Operators (Firemen) shall not be subject to the terms of this Agreement. The services of such personnal will be restricted to a minimum number of shifts consistent with the Company's policy regarding overtime work.

8. HOURS OF WORK

Forty-eight (48) hours shall constitute a standard work week made up of six (6) shifts of eight (8) hours each.

No shift operator shall be required to work more than two (2) consecutive shifts without relief.

If an Employee is required to work more than three (3) hours beyond his scheduled quitting time without prior notification, such employee will be provided with a regular meal from the plant cafeteria or will be paid a supper allowance equivalent in amount to the price of a cafeteria meal.

9. WAGES

a) Rates of pay.

Second-class stationary enginemen.....$1.31 per hour

Third-class stationary engineman.....$1.12 per hour

Boiler Operators (Firemen with fourth-class certificates).....$1.04 per hour

b) Shift Premiums.

Any Employee who starts to work between the hours of 3:00 a.m. and 11:59 a.m. shall be paid his regular rate of pay as outlined in Paragraph a) of this Article.

Any Employee who starts to work between the hours of 12:00 noon and 5:59 p.m. shall be paid his regular rate of pay as outlined in Paragraph a) of this Article plus two cents (2¢) for each hour worked.

Any Employee who starts to work between the hours of 6:00p.m. and 2:59 a.m. shall be paid his regular rate of pay as outlined in Paragraph a) of this Article plus five cents (5¢) for each hour worked.

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

10. OVERTIME

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

b) Employees required to work on any of the following days or on the days on which they are observed shall be paid at their regular rate plus their holiday pay:

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

c) Any employee who is called in and reports for emergency work outside of and not continuous with regular scheduled hours will be guaranteed a minimum of four (4) hours work or the equivalent in pay.

11. TRANSFERS

a) An Employee required temporarily to fill another job paying a higher rate of pay shall receive the higher rate of pay after five (5) or more hours on the job, but if required temporarily to fill a job paying a lower rate of pay, his regular rate of pay shall not be changed.

b) When an Employee is transferred permanently to another job, he shall be paid at the rate of the new job.

c) When an Employee is assigned any other job, he shall, if possible, be told whether it is a temporary assignment or whether it is permanent.

12. VACATIONS

The vacation year of the Company will be the twelve (12) month period beginning January 1st and ending December 31st of the same year.

Employees, who have less than one (1) year of continuous employment with the Company as of December 31st of the previous year, shall be entitled within the next twelve (12) months to a vacation of one-half (1/2) day with pay for every calendar month of continuous employment up to December 31st of the previous year.

Employees, who have completed one (1) year or more but less than five (5) years of continuous employment with the Company as of December 31st, of the previous year, shall be entitled to an annual vacation of one (1) week with pay within the following twelve (12) months.

Employees, who have completed five (5) years or more but less than twenty-five (25) years of continuous employment with the Company shall be entitled to an annual vacation of two (2) weeks with pay. Employees who become eligible for the first time to two (2) weeks vacation with pay shall take such vacation between the date of completion of five (5) years of continuous employment with the Company and December 31st of the same year. All other employees entitled to two (2) weeks vacation with pay shall be eligible to take such vacations during the regular vacation year of the Company.

Employees, who have completed twenty-five (25) years or more of continuous employment with the Company shall be entitled to an annual vacation of three (3) weeks with pay. Employees who become eligible for the first time to three (3) weeks vacation with pay shall take such vacation between the date of completion of twenty-five (25) years of continuous employment with the Company and December 31st of the same year. All other employees entitled to three (3) weeks vacation with pay shall be eligible to take such vacations during the regular vacation year of the Company.

Vacation Pay

Employees entitled to less than one (1) week's vacation with pay will be paid 2% of their wages for the period they worked up to December 31st of the previous year.

Employees entitled to one (1) week's vacation with pay will be paid 2% of their wages for the twelve-month period ending December 31st of the previous year, or an amount equivalent to their regular hourly day rate of pay multiplied by forty-eight (48), whichever is the greater.

Employees entitled to two (2) weeks' vacation with pay will be paid 4% of their wages for the twelve-month period ending December 31st of the previous year, or an amount equivalent to twice their regular hourly day rate of pay multiplied by forty-eight (48), whichever is the greater.

Employees entitled to three (3) weeks' vacation with pay will be paid 6% of their wages for the twelve-month period ending December 31st of the previous year, or an amount equivalent to three times their regular hourly day rate of pay multiplied by forty-eight (48), whichever is the greater.

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

13. SENIORITY

Seniority shall be reckoned by job classifications within the respective Plants of the Company and shall be based on length of service with the Company. In cases of promotions, lay-offs, or recalls, seniority shall govern provided the Company considers that the Employees have the same degree of ability, skill, and experience.

14. SAFETY AND HEALTH

The Company will continue to make provisions for the safety and health of its Employees during the hours of their employment. Such devices as the Company requires to be worn and other equipment which, in the opinion of the Company is necessary for the safety and protection of the Employees, shall be provided by the Company.

15. BENEFITS

All benefits presently enjoyed shall continue to apply to all Employees covered by this Agreement.

16. DURATION OF AGREEMENT

This Agreement shall become effective as of the twenty-seventh (27th) day of September 1948, shall remain in effect for a period of twelve (12) months thereafter, and shall be automatically extended for yearly periods thereafter unless a written notice to the contrary be served by either party the other not more than sixty (60) days nor less than thirty (30) days prior to the date of its termination.

17. NOTICE

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

National Union of Operating Engineers
of Canada,
Room 10, Monument National,
1182 St. Lawrence Boulevard,
Montreal, 18, 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 under effective date of September 27th, one thousand nine hundred and forty-eight.

THE NATIONAL BREWERIES LIMITED

Norman J. Dawes
President and Managing Director

J.C. Cushing
Executive Vice-President

THE NATIONAL UNION OF OPERATING ENGINEERS OF CANADA

F.J. Prezeau
President

Vincent Short
Member of Committee-
Dawes Black Horse Brewery

P. Graham
Member of Committee-
Dawes Draught Ale Brewery

G.J. Bowers
Member of Committee-
Dow Brewery

Lucien A. Meilleur
Member of Committee-
Frontenac Brewery

Agreement entered into this 29th day of December 1947.

BETWEEN : THE NATIONAL UNION OF OPERATING ENGINEERS OF CANADA represented by a Committee formed of employees of the Dawes Black Horse, Dawes Draught Ale, Dow, and Frontenac Breweries,

PARTY OF THE FIRST PART.

AND : THE NATIONAL BREWERIES LIMITED having its Head Office in the City of Montreal and owning and operating plants at 740 St.Maurice Street known as the Dawes Black Horse Brewery , at 2115 St.Lawrence Boulevard known as the Dawes Draught Ale Brewery, at 391 Colborne Street known as the Dow Brewery , and at 5930 De Gaspé Street known as the Frontenac Brewery,

PARTY OF THE SECOND PART.

PURPOSE

It is the expressed desire and purpose of the parties hereto to advance the mutual interests of the Employees and the Company. It is mutually recognized that it is the duty and responsibility of the Union, the Employees and the Company to cooperate fully towards the achievement of this purpose.

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 " The following plants of the National Breweries Limited, namely ;

Dawes Black Horse Brewery
Dawes Draught Ale Brewery
Dow Brewery
Frontenac Brewery.

b) "Union" The National Union of Operating Engineers of Canada.

c) "Employees " Regular Shift Stationary Engineers, Spare Stationary Engineers, and regular Boiler Room Firemen of the Steam and Refrigeration Departments of the Company.

d) "Plant " Any of the following four (4) breweries ;

Dawes Black Horse Brewery
Dawes Draught Ale Brewery
Dow Brewery
Frontenac Brewery.

e) "Union Negotiating" A Committee composed of four (4) representatives duly elected by the Employees, members of the Union. Each representative on this Committee must be from a different plant.

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1. RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agency for all Employees covered by this Agreement and agrees to deal with the Union through its properly chosen and duly elected Union Negotiating Committee. The Company will not interfere with or discriminate against any employee because of 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 the solicitation of membership. The Union further agrees not to conduct its Union activities on Company time except in the following cases:

a) When the Union Negotiating Committee meets with the Management of the Company:

b) When a member of the Union Negotiating Committee is called upon to handle a grievance as set forth in Article 2 of this Agreement.

When a member of the Union Negotiating Committee is required to absent himself in the performance of duties connected with the Union, he shall first obtain the approval of his foreman (Chief Stationary Engineer) and Plant Manager before leaving his job.

2. GRIEVANCE PROCEDURE

a) The Union agrees to notify promptly the Manager of the Plant of the names of the Union Negotiating Committee members who have been elected by the Employees of the Company, and also of any changes which may take place from time to time.

b) Should any dispute arise between the Company and the Union as to the meaning and application of the provisions of this Agreement, or should any local trouble of any kind arise in the Plant, there shall be no suspension of work on account of such dispute, but an earnest effort shall be made by both parties hereto to settle immediately and without delay such dispute or trouble in respect of which the following grievance machinery is set up:

Step 1 The Employee or group of Employees concerned may take the matter directly to his (or their), foreman alone or accompanied by the member of the Union Negotiating Committee of his (or their) department with a view to obtaining settlement of the grievance.

Step II ;- If the Employee or group of Employees are not satisfied with the decision given by the foreman, he (or they) may seek the advice of the Plant Personnel Supervisor, or present his (or their (grievance to his (or their) member of the Union Negotiating Committee who will discuss the grievance with the foreman.

Step III ;- If the member of the Union Negotiating Committee and the Employee (or Employees) concerned are not satisfied with the decision given after the second interview with the foreman, the member of the Union Negotiating Committee will present the caseto the Union Negotiating Committee. If the Union Negotiating Committee believes the grievance is justified, it will submit a written statement of the grievance to the Department Superintendent, or in the case where no Superintendent exists, to the plant Manager. A conference shall be arranged at a time mutually agreed upon within forty-eight (48) hours from receipt of such written statement. Both parties shall have the right to summon any witness to a meeting in order to obtain all evidence necessary to the settlement of the grievance.

Step IV ;- If the case is not settled to the satisfaction of all concerned, the Union Negotiating Committee will meet with the Manager of the Plant with a view to settling the grievance.(This step will not apply to Plants which have no Department Superintendent.)

Step V :- Should the Union Negotiating Committee not be satisfied with the decision rendered by the Manager of the Plant, the Committee wil discuss the grievances with the Company's Director of Industrial Relations. A conference shall be arranged at a time mutually agreed upon. A representative of the Union Head Office may accompany the Union Negotiating Committee at this meeting.

Step VI ;- Should the conference between the Director of Industrial Relations and the Union Negotiating Committee fail to reach an agreement, the case will be presented for arbitration.

c) Grievances or matters covered by this agreement may be discussed with Management, by the Union Negotiating Committee during working hours,b

lengthy negotiations for the settlement of a dispute shall be conducted outside of working hours.

d) When the Company requests a meeting with any member of the Union Negotiating Committee, the Company will compensate the member for the time spent at his regular of pay.

e) All decisions arrived at by agreement between the Management of the Company and the Union Negotiating Committee shall be put in writing and shall be final and binding upon the Union, the Company, and the Employees.

f) All requests for interviews on the part of the Uninn Negotiating Committee of the General Management of the Company shall be submitted by letter. Such interviews shall take place within three (3) days from the receipt thereof. Subjects to be discussed shall be restr cted to those set forth in the letter requesting the interview.

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

3. ARBITRATION

In the event that no agreement is reached through the procedure set forth in Article 2 hereof, the matter shall be referred to an Arbitr tion Committee consisting of an equal number of representatives (but not exceeding two '2) each) of the Company and the Union and the chairman chosen by such representatives. Should the representatives fail within five (5) days to agree on a chairman, the Minister of Labour of the Province of Quebec will be requested by the above mentioned representatives to name a judge or magistrate to act as chairman of the Arbitration Committee. After an Arbitration Committee has been formed by the foregoing procedure, it will meet and hear the evidence of both sides adn render a decision within seven (7) days of the completion of the taking of evidence. The decision of the Arbitration Committee shall be final and binding upon both parties. The Company and the Union agrees each to bear an equal share of any expense incurred as a result of the employment of a chairman to preside in any arbitration.

4. STRIKES AND LOCKOUTS

During the term of this Agreement, the Union agrees that there shall be no slowdown, strike, or other stoppage or interference with work, and the Company agrees that there shall no lockouts.

5. MANAGEMENT

The management of the Company and the direction of the Employees including the right to hire, transfer, promote, layoff, recall or discharge for proper causes, and the right to relieve Employees from duties because of lack of work and for other legitimate reasons is vested exclusively in the Management of the Company in accordance with the terms of this Agreement.

6. DISMISSALS

All dismissals for cause shall be subject to the approval of the Manager of the Plant. When an Employee feels that he has been unjustly dismissed, laid off, or suspended, he must inform the Manager of the Plant and the member of the Union Negotiating Committee from his Plant within forty-eight (48) hours that he questions such dismissal, suspension, or lay-off. The matter from then on shall become a discussable grievance and shall be dealt with in the Article 2

7. WORKING CONDITIONS

a) For the purpose of this Agreement, the Plants in question shall be classified in accordance with the Quebec Stationary Enginemen's Act and regulations thereunder. The Chief Stationary Engineman(foreman of department) shall not form part of a regular shift.

b) Engineers in charge of each shift shall be holders of stationary enginemen's certificates in accordance with the Quebec Stationary Enginemen's Act. The engineers in charge of a shift shall not normally be required to fire boilers or clean them either internally or externally.

c) Boiler Operators (Firemen) shall be the holders of fourth-class stationary enginemen's certificates.(Boiler Room Operators who, at present, do not hold fourth-class stationary enginemen's certificates shall be given a reasonable time to obtain this certificate.)

d) Company personnel who are called upon to replace temporarily regular Boiler Operators (Firemen) shall not be subject to the terms of this Agreement. The services of such personnel will be restricted to a minimum member of shifts consistent with the Company's policy regarding overtime work.

8.- HOURS OF WORK

Forty-eight (48) hours shall constitute a standard work week made up of six (6) shifts of eight (8) hours each.

No shift operator shall be required to work more than two (2) consecutive shifts without relief.

If an Employee is required to work more than three (3) hours beyond his scheduled quitting time without prior notification, a lunch shall be provided if so desired at the Company's expense with the price being forty cents (40¢) per Employee.

9. WAGES

a) Rates of pay.

Second-class stationary enginemen .....$1.23 per hour

Third-class stationary enginemen.....$1.04 per hour

Boiler Operators (Firemen with fourth-class certificates.....$0.96 per hour

b) Shift Premiums.

Any Employee who starts to work between the hours of 3.00 a.m. and 11.59 a.m. shall be paid his regular rate of pay as outlined in Paragraph a) of this Article.

Any employee who starts to work between the hours of 12.00 noon and 5.59 p.m. shall be paid his regular rate of pay as outlined in Paragraph a, of this Article plus two cents (2¢) for each hour worked.

Any Employee who starts to work between the hours of 6.00 p.m. and 2.59 a.m. shall be paid his regular rate of pay as outlined in Paragraph a, of this Article plus five cents (5¢) for each hour worked.

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

10. OVERTIME

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

b) Employees required to work on any of the following days or on the days on which they are observed shall be paid at their regular rate plus their holiday pay:

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

c) Any Employee who is call d in and reports for emergency work outside of and not continuous with regular scheduled hours will be guaranteed a minimum of four (4) work of the equivalent in pay.

11. TRANSFER.

a) An employee required temporarily to fill another job paying a higher rate of pay shall receive the higher rate of pay after five (5) or more hours on the job, but if required temporarily to fill a job paying a lower rate of pay, his egular rate od pay shall not be changed.

b) When an Employee is transferred permanently to another job, he shall be paid at the rate of the new job.

c) When an Employee is assigned any other job, he shall, is possible, be told whether it is a temporary assignment or whether it is permanent.

12. VACATIONS.

Employees, who have completed one (1) year of continuous employment with the Company as of December 31st of the previo s year, shall be entitled to an annual vacation of one (1) week with pay within th following twelve (12) months.

Employees, who have completed five (5) years of continuous employment with the Company as of December 31st of the previous year, shall be entitled to an annual vacation of two (2) weeks with pay within the following twelve (12) months.

Employees, who have completed twenty five (25) year of continuous employment with the Company as of December 31st of the previous year, shall

be entitled to an annual vacation of three (3) week's with pay within the following twelve (12) months.

Employees, who have less than one (1) year of continuous employment with the Company as of December 31st of the previous year, shall be entitled within the following twelve (12) months to a vacation of one-half day with pay for every calendar month of continuous employment up to December 31st of the previous year,

Vacation Pay

Employee entitled to one (1) week's vacation with pay will be paid 2% of their wages for the twelve-month period ending December 31st of the previous year, or an amount equivalent to their standard work week multiplied by their regular hourly day rate of pay, whichever is the greater.

Employees entitled to two (2) week's vacation with pay will be paid 4% of their wages for the twelve-month period ending December 31st of the previous year, or an amount equivalent to twice their standard work week multiplied by their regular hourly day rate of pay, whichever is the greater.

Employees entitled to three (3) week's vacation with pay will be paid 6% of their wages for the twelve-month period ending December 31st of the previous year, or an amount equivalent to three time their standard work week multiplied by their regular hourly day rate of pay, whichever is the greater.

Employees entitled to less than one (1) week's vacation with pay will be paid 2% of their wages for the period they worked up to December 31st of the previous year.

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

13. SENIORITY

Seniority shall be reckoned by job classification within the respective Plants of the Company and shall be based on length of service with the Company. In cases of promotions, lay-offs, or recalls, seniority shall govern provided the Company considers that the Employees have the same degree of ability, skill, and experience.

14. SAFETY AND HEALTH

The Company will continue to make provisions for the safety and health of its Employees during the hours of their employment. Such devices as the Company requires to be worn and other equipment which, in the opinion of the Company is necessary for the safety and protection of the Employee, shall be provided by the Company.

15. BENEFITS

All benefits presently enjoyed shall continue to apply to all Employees covered by this Agreement.

16. DURATION OF AGREEMENT.

This Agreement shall become effective as of the first day of January 1948, shall remain in effect for a period of twelve (12) months there-after 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.

17. NOTICE

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

National Union of Operating Engineers.
of Canada,
Room 10, Monument National
1182 St. Lawrence Boulevard,
Montreal 18, 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 under effective date of January 1st, one thousand nine hundred forty-eight.

THE NATIONAL BREWERIES LIMITED

Horace J. Dawes
President and Managing Director

J. Cushing
Executive Vice-President

THE NATIONAL UNION OF OPERATING ENGINEERS OF CANADA.

T. Prézeau
Président.

Vincent Short.
Member of Committee
Dawes Black Horse Brewery

D. Tremblay
Member of Committee.
Dawes Draught
Ale Brewery

H. Houde
Member of Committee
Dow Brewery

Leslie A Cooke.
Member of Committee
Frontenac Brewery

Agreement entered into this 21st day of January 1952.

BETWEEN — THE NATIONAL UNION OF OPERATING ENGINEERS OF CANADA represented by a Committee formed of employees of the Dawes Black Horse, Dawes Kingsbeer Brewery, Dow and Boswell Breweries,

PARTY OF THE FIRST PART

AND — NATIONAL BREWERIES LIMITED having its Head Office in the City of Montreal and owing and operating plants at 740 St. Maurice Street known as the Dawes Black Horse Brewery, at 391 Colborne Street known as the Dow Brewery, and at 5930 De Gaspé Street known as the Dawes Kingsbeer Brewery, and in Quebec City known as the Boswell Brewery,

PARTY OF THE SECOND PART

PURPOSE

It is the expressed desire and purpose of the parties hereto to advance the mutual interests of the Employees and the Company. It is mutually recognized that it is the duty and responsibility of the Union, the Employees and the Company to cooperate fully towards the achievement of this purpose.

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": The following plants of National Breweries Limited, namely:

1. Dawes Black Horse Brewery
2. Dow Brewery
3. Dawes Kingsbeer Brewery
4. Boswell Brewery

b) "Union": The National Union of Operating Engineers of Canada.

c) "Employees": Regular shift Stationary Engineers, Spare Stationary Engineers, and regular Boiler Room Firemen and helpers of the Steam and Refrigeration Departments of the Company.

d) "Plant": Any of the following Breweries:

1. Dawes Black Horse Brewery
2. Dow Brewery
3. Dawes Kingsbeer Brewery
4. Boswell Brewery

e) "Union Negotiating Committee": A committee composed of four (4) representatives duly elected by the Employees, members of the Union. Each representative on this Committee must be from a different plant.

1. RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agency for all Employees covered by this Agreement and agrees to deal with the Union through its properly chosen and duly elected Union Negotiating Committee.

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The Company willnot interfere with or discriminate against any Employee because of 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 the solicitation of membership. The Union further agrees not to conduct its Union activities on Company time except in the following cases:

a) When the Union Negotiating Committee meets with the Management of the Company;

b) When a member of the Union Negotiating Committee is called upon to handle a grievance as set forth in Article 2 of this Agreement.

When a member of the Union Negotiating Committee is required to absent himself in the performance of duties connected with the Union, he shall first obtain the approval of his foreman(Chief Stationary Engineer) and Plant Manager before leaving his job.

2. GRIEVANCE PROCEDURE

a) The Union agrees to notify promptly the Manager or Brewer of the Plant of the names of the Union Negotiating Committee members who have been elected by the Employees of the Company, and also of any changes which may take place from time to time.

b) Should any dispute arise between the Company and the Union as to the meaning and application of the provision of this Agreement, or should any local trouble of any kind arise in the Plant, there shall be no suspension of work on account of such dispute, but an earnest effort shall be made by both parties hereto to settle immediately and without delay such dispute or trouble in respect of which the following grievance machinery is set up.

Step I The Employee or group of Employees concerned may take the matter directly to his (or their) foreman alone or accompanied by the member of the Union Negotiating Committee of his (or their)Department with a view to obtaining settlement of the grievance.

Step II If the Employee or group of Employees are not satisfied with the decision given by the foreman, he (or they) may seek the advice of the Plant Personnel Supervisor, or present his (or their) grievance to his (or their) member of the Union Negotiating Committee who will discuss the grievance with the foreman.

Step III If the member of the Union Negotiating Committee and the Employee (or Employees) concerned are not satisfied with the decision given after the second interview with the foreman, the member of the Union Negotiating Committee will present the case to the Union Negotiating Committee. If the Union Negotiating Committee believes the grievance is justified, it will submit a written statement of the grievance to the Department Superintendent or in the case where no Superintendent exists, to the Manager or Brewer. A conference shall be arranged at a time mutually agreed upon within forty-eight (48) hours from receipt of such written statement. Both parties shall have the right to summon any witness to a meeting in order to obtain all evidence necessary to the settlement of the grievance.

Step IV If the case is not settled to the satisfaction of all concerned, the Union Negotiating Committee will meet the Manager of the Plant with a view to settling the grievance. (This step will not apply to Plants which have no Department Superintendent).

Step V Should the Union Negotiating Committee not be satisfied with the decision rendered by the Manager of the Plant, the Committee will discuss the grievance with the Company's Personnel Director. A conference shall be arranged at a time mutually agreed upon. A representative of the Union Head Office may accompany the Union Negotiating Committee at this meeting.

Step VI Should the conference between the Personnel Director and Union Negotiating Committee fail to reach an agreement, the case will be presented for arbitration.

c) Grievances or matters covered by this Agreement may be discussed with Management by the Union Negotiating Committee during working hours, but lengthy negotiations for the settlement of a dispute shall be conducted outside of working hours.

d) When the Company requests a meeting with any member of the Union Negotiating Committee, the Company will compensate the member for the time spent at his regular rate of pay.

e) All decisions arrived at by agreement between the Management of the Company and the Union Negotiating Committee shall be put in writing and shall be final and binding upon the Union, the Company, and the Employees.

f) All requests for interviews on the part of the Union Negotiating Committee or the General Management of the Company shall be submitted by letter. Such interviews shall take place within three (3) days from the receipt thereof. Subjects to be discussed shall be restructed to those set forth in the letter requesting the interview.

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.

3. ARBITRATION

In the event that no agreement is reached through the procedure set forth in Article 2 hereof, 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 the chairman chosen by such representatives. Should the representatives fail within five (5) days to agree on a chairman, the Minister of Labour of the Province of Quebec will be requested by the above mentioned representatives to name a judge or magistrate to act as chairman of the Arbitration Committee. After an Arbitration Committee has been formed by the foregoing procedure, it will meet and hear the evidence of both sides and render a decision within seven (7) days of the completion of the taking of evidence. The decision of the Arbitration Committee shall be final and binding upon both parties. The Company and the Union agree each to bear an equal share of any expense incurred as a result of the employment of a chairman to preside in any arbitration.

4. STRIKES AND LOCKOUTS

During the term of this Agreement, the Union agrees that there shall be no slodown, strike, or other stoppage or interference with work, and the Company agrees that there shall be no lockouts.

5. MANAGEMENT

The Management of the Company and the direction of the Employees including the right of hire, transfer, promote, lay off, recall or discharge for proper causes, and the right to relieve Employees from duties because of lack of work and for other legitimate reasons is vested exclusively in the Management of the Company in accordance with the terms of this Agreement.

6. DISMISSALS

All dismissals for cause shall be subject to the approval of the Manager of the Plant. When an Employee feels that he has been unjustly dismissed, laid off, or suspended, he must inform the Manager of the Plant and the member of the Union Negotiating Committee from his Plant within forty-eight (48) hours that he questions such dismissal, suspension, or lay-off. The matter from then on shall become a discussable grievance and shall be dealt with in the manner discribed in Article 2.

7. WORKING CONDITIONS

a) For the purpose of this Agreement, the Plants in question shall be classified in accordance with the Quebec Stationary Engineman's Act and regulations thereunder. The Chief Stationary Engineman (foreman of Department) shall not form part of a regular shift.

b) Engineers in charge of each shift shall be holders of stationary engineman's certificate in accordance with the Quebec Stationary Engineman's Act. The engineers in charge of a shift shall not normally be required to fire boilers or clean them either internally or externally.

c) Boiler Operators (Fireman) shall be the Holders of fourth-class stationary enginemen's certificates. (Boiler Room Operators, who, at present, do not hold fourth-class stationary engineman's certificates shall be given a reasonable time to obtain this certificate).

d) Company personnel who are called upon to replace temporarily regular Boiler Operators (Firemen) shall not be subject to the terms of this Agreement. The services of such personnel will be restricted to a minimum number of shifts consistent with the Company's policy regarding overtime work.

8. HOURS OF WORK

Forty (40) hours shall constitute a standard work week up of five (5) shifts of eight (8) hours each.

No shift operator shall be required to work more than two (2) consecutive shifts without relief.

If an employee is required to work more than three (3) hours beyond his scheduled quitting time without prior notification, such Employee will be provided with a regular meal from the plant dafeteria or will be paid a supper allowance equivalent in amount to the price of a cafeteria meal.

9. WAGES

a) Rates of pay.

	Montreal	Quebec City
Second-class stationary enginemen	$1.70	$1.66
Third-class stationary enginemen	1.47	1.43
Boiler Operators (Firemen with fourth-class certificates)	1.37	1.33
Firemen B	1.24	1.20
Maintenance Servicemen	1.24	1.20

b) Shift Premiums

Any Employee who starts to work between the hours of 7:00 a.m. to 3:00 p.m. shall be paid his regular rate of pay as outlined in paragraph a) of this Article.

Any Employee who starts to work between the hours of 3:00 p.m. to 11:00 p.m. shall be paid his regular rate of pay as outlined in paragraph a) of this Article plus three cents (3¢) for each hour worked.

Any Employee who starts to work between the hours of 11:00 p.m. to 7:00 a.m. shall be paid his regular rate of pay as outlined in paragraph a) of this Article plus six cents (6¢) for each hour worked.

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

10. COST OF LIVING BONUS

A cost of living bonus of .25¢ per week will be granted for each rise of a full point in the Canada Cost of Living Index above a base of 191.2

This bonus shall be adjusted quarterly on the following date: January 1st, April 1st, July 1st and October 1st, and will be adjusted to the index published at the beginning of the months shown above.

If an employee is absent from work during the regular work week, the cost of living bonus will be decreased by 1/5 for each day absent.

If the Canada Cost of Living Index decreases to less than 191.2 the cost of living bonus shall end.

11. OVERTIME

Overtime shall be paid at the rate of time and one-half for all hours worked in excess of eight (8) hours per day and work done on the sixth or seventh day in the work week.

In the event that an Employee is called upon to work later than his regular finishing hour for that day, such Employee will not be penalized in succeeding days through a reduction in his scheduled hours of work for the week providing there is regular work to done in his department.

12. EMERGENCY WORK

Work performed by employees who are called in from outdise the Company's plants for work of an emergency nature arising outside the regular working hours of the employee, shall be classified as emergency work and shall be paid as follows. Regardless of the Time worked, the employee shall be paid at time and one-half for each hour worked., or shall receive at his regular rate the equivalent of three (3) hours remuneration, whichever is the greater,

13. HOLIDAYS

The following days are recognized as holidays:

1. New Year's Day
2. Good Friday
3. St-Jean Baptiste Day
4. Dominion Day
5. Labour Day
6. Thanksgiving Day
7. Christmas Day

To be eligible to receive holiday pay, an Employee must have completed his three (3) months' probationary period, and shall have worked on the scheduled work day prior to the holiday and the scheduled work day after the holiday unless such absence is permitted for one of the following reasons:

1. To attend the funeral of a member of his or her immediate family;
2. Due to a birth in the Employee's immediate family;
3. Due to special circumstances, other than sickness, which must receive the prior approval of the Company.

Holiday Pay

An employee, eligible to receive holiday pay, shall be paid holiday pay based on eight (8) hours times the job rate plus any shift premium to which he is entitled. For purposes of this article, if one of the above mentioned holidays falls on a Sunday and is celebrated on another day, then that day shall be considered the holiday and not Sunday.

Employees required to work on any of the foregoing days or on the days on which they are observed shall be paid at their regular rate plus their holiday pay. When one of the above mentioned holidays falls on the day off or within the vacation period of an employee, he will receive his holiday pay for this day.

14. TRANSFERS

a) An employee required temporarily to fill another job paying a higher rate of pay shall receive the higher rate after four (4) or more hours on the job, but if required temporarily to fill a job paying a lower rate of pay, his regular rate of pay shall not be changed.

b) When an employee is transferred permanently to anotherjob, he shall be paid at the rate of the new job.

c) When an employee is assigned any other job, he shall, if possible, be told whether it is a temporary assignment or whether it is permanent.

d) In order to obtain a higher certificate, Employees may apply for transfer to other plants within the Company; such applications will be given due condiseration by the Company when vacancies occur.

15. VACATIONS

The vacation year of the Company will be the twelve (12) month period beginning January 1st and ending December 31st of the same year. Employees who have less than one (1) year of continuous employment with the Company as of December 31st of the previous year, shall be entitled within the next twelve (12) months to a vacations of one-half (1/2) day with pay for every calendar month of continuous employment up to December 31st of the previous.

Employees who have completed one (1) year or more but less than three (3) years of continuous employment with the Company as of December 31st of the previous year, shall be entitled to an annual vacation of one (1) week with pay within the following twelve (12) months.

Employees who have completed three (3) years or more nut less than twenty (20) years of continuous employment with the Company shall be entitled to an annual vacation of two (2) weeks with pay. Employees who become eligible for the first time to two (2) weeks vacation with pay shall take such vacation between the date of completion of three (3) years of continuous employment with the Company and December 31st of the same year. All other employees entitled to two (2) weeks vacation with pay shall be eligible to take such vacations during the regular vacation year of the Company.

Employees who have completed twenty (20) years or more of continuous employment with the Company shall be entitled to an annual vadation of three (3) weeks with pay. Employees who become eligible for the first time to three (3) weeks vacation with pay shall take such vacation between the date of completion of twenty (20) years of continuous employment with the Company and December 31st of the same year. All other employees entitled to three (3) weeks vacation with pay shall be eligible to take such vacations during the regular vacation year of the Company.

Vacation Pay

Employees entitled to less than one (1) week's vacation with pay will be paid 2% of their wages for the period they worked up to December 31st of the previpus year.

Employees entitled to one (1) week's vacation with pay will be paid 2% of their wages for the twelve-month period ending December 31st of the previous year, or an amount equivalent to their regular hourly day rate of pay multiplied by forty (40), whichever is the greater.

Employees entitled to two (2) weeks' vacation with pay will be paid 4% of their wages for the twelve-month period ending December 31st of the previous year, or an amount equivalent to twice their regular hourly day rate of pay multiplied by forty (40), whichever is the greater.

Employees entitled to three (3) weeks' vacation with pay will be paid 6% of their wages for the twelve-month period ending December 31st of the previous year, or an amount equivalent to three time their regular hourly rate of pay multiplied by forty (40), whichever is the greater.

All vacations are subject to the established vacation rules of the Company and where possible, consistent with the efficient operation of the department, shall be granted at the time of year chosen by the Employee.

16. SENIORITY

Seniority shall be reckoned by job classifications within the respective Plants of the Company and shall be based on length of service with the Company. In cases of promotions, lay-offs, or recalls, seniority shall govern provided the Company considers that the Employees have the same degree of ability, skill and experience. In cases of promotions to positions requiring certificates, preference will be given to employees to the certificates they hold.

17. SAFETY AND HEALTH

THE Company will continue to make provisions for the safety and health of its employees during the hours of their employment. Such devices as the Company requires to be worn and other equipment which, in the opinion of the Company is necessary for the safety and protection of the Employees, shall be provided by the Company.

18. BENEFITS

It is agreed that any benefits presently enjoyed by the employees shall not be denied them for the reason of the signing of this agreement.

19. COLLECTION OF DUES

The Union agrees to file with the Company cards signed by each member 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 Union.

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

20. UNION SHOP AGREEMENT

(a) All employees who are members of the Union on November 15, 1952 shall remain members of the Union as a condition of continued employment.

(b) All new Employees shall become members of the Union within thirty (30) days from the date of him employment as a condition of continued employment.

(c) All Employees not members of the Union shall become members of the Union within thirty (30) days as a condition of continued employment.

(d) The Company will only be required to discharge an Employee for:-

1. Non-payment of Union initiation fee
2. Non-payment of Union dues.

21. DURATION OF AGREEMENT

This Agreement shall become effective as of the fifteenth (15) day of November 1951, 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.

22. NOTICE

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

National Union of Operating Engineers of Canada
Room 10, Monument National,
1182 St. Lawrence Boulevard,
Montreal 18, Que.

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

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 under the effective date of January 21st, one thousand nine hundred and fifty-two.

NATIONAL BREWERIES LIMITED

(Signed) GEORGE S. CURRIE
President and Managing Director

(Signed) ALLAN. G. MAGEE
Secretary

THE NATIONAL UNION OF OPERATING ENGINEERS OF CANADA

(Signed) P. DESSUREAULT
Business Agent

(Signed) O. Brouillette
Member of Committee
Dawes Black Horse Brewery

(Signed) J.E. HELLWAY
Member of Committee
Dow Brewery

(Signed) C. McILROY
Member of Committee
Dawes Kingsbeer Brewery

(Signed) R. MARTEL
Member of Committee
Boswell Brewery

Agreement entered into this 17th day of October 1950.

BETWEEN: THE NATIONAL UNION OF OPERATING ENGINEERS OF CANADA represented by a Committee formed of employees of the Dawes Black Horse, Dawes Draught Ale, Dow and Frontenac Breweries,

PARTY OF THE FIRST PART

NATIONAL BREWERIES LIMITED having its head Office in the City of Montreal and owning and operating plants at 740 St-Maurice Street known as the Dawes Black Horse Brewery, at 2115 St-Lawrence Boulevard known as the Dawes Draught Ale Brewery, at 391 Colborne Street known as the Dow Brewery, and at 5930 de Gaspé Street known as the Frontenac Brewery.

PARTY OF THE SECOND PART.

PURPOSE

It is the expressed desire and purpose of the parties hereto to advance the mutual interests of the Employees and the Company. It is mutually recognized that it is the duty and responsibility of the Union, the Employees and the Company to cooperate fully towards the achievement of this purpose.

INTERPRETATION

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

a) "Company" The following plants of National Breweries Limited, namely,

I. Dawes Black Horse Brewery
(a) Bottled Ale Plant
(b) Draught Ale Plant
2. Dow Brewery
3. Frontenac Brewery.

b) "Union" The National Union of Operating Engineers of Canada.

c) "Employees" Regular shift Stationary Engineers, Spare Stationary Engineers and regular boiler Room Firemen of the Steam and Refrigeration Departments of the Company.

d) "Plant" Any of the following breweries;

I. Dawes Black Horse Brewery
(a)Bottled Ale Brewery
(b)Draught Ale Brewery
2. Dow Brewery
3. Frontenac Brewery

e) "Union Negotiating Committee". A Committee composed of four (4) representatives duly elected by the Employees, members of the Union. Each representative on this Committee must be from a different plant.

19/2485

I. RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agency for all Employees covered by this Agreement and agrees to deal with the Union through its properly chosen and duly elected Union Negotiating Committee. The Company will not interfere with or discriminate against any Employee because of membership in the Union. The Union agrees that itsmembers will conduct their Union activities in a lawful manner and will not use intimidation or coercion in the solicitation of membership. The Union further agrees not to conduct its Union activities on Company time except in the following cases:

a) When the Union Negotiating Committee meets with the Management of the Company;

b) When a member of the Union Negotiating Committee is called upon to handle a grievance as set forth in Article 2 of this Agreement.

When a member of the Union Negotiating Committee is required to absent himself in the performance of duties connected with the Union, he shall first obtain the approval of his foreman'(Chief Stationary Engineer) and Plant Manager before leaving his jobl

2. GRIEVANCE PROCEDURE

a) The Union agrees to notify promptly the Manager of the Plant of the names of the Union Negotiating Committee members who have been elected by the employees of the Company, and also of any changes which may take place from time to time.

b) Should any dispute arise between the Company and the Union as to the meaning and application of the provision of this Agreement, or should any local trouble of any kind arise in the Plant, there shall be no suspension of work on account of such dispute, but an earnest effort shall be made by both parties hereto to settle immediately and without delay such dispute or trouble in respect of which the following grievance machinery is set up:

SteP I. The Employee or groupof Employees concerned may take the matter directly to his (or their) foreman alone or accompanied by the member of the Union Negotiating Committee of his (or their) department with a view to obtaining settlement of the grievance.

step II If the employee or group of Employees are not satisfied with the decision given by the foreman, he (or they(may seek the advice of the Plant Personnel Supervisor, or present his (or their) grievance to his (or their) member of the Union Negotiating Committee who will discuss the grievance with the foreman.

Step III If the member of the Union Negotiating Committee and the Employee (or employees) concerned are not satisfied with the decision given after the second interview with the foreman, the member of the Union Negotiating Committee will present the case to the Union Negotiating Committee. If the Union Negotiating Committee believes the grievance is justified, it will submit a written statement of the grievance to the Department Superintendent, or in the case where no Superintendent exists, to the Plant Manager. A conference shall be arranged at a time mutually agreed upon within forty-eight (48) hours from receipt of such written statement. Both parties shall have the right to summon any witness to a meeting in order to obtain all evidence necessary to the settlement of the grievance.

Step IV If the case if not settled to the satisfaction of all concerned, the Union Negotiating Committee will meet with the Manager of the Plant with a view to settling the grievance (This step will not apply to Plants which have no Department Superintendent.)

Step V Should the Union Negotiating Committee not be satisfied with the decision rendered by the Manager of the Plant, the Committee will discuss the grievance with the Company's Director of Industrial Relations. A conference shall be arranged at a time mutually agreed upon. A representative of the Union Head Office may accompany the Union Negotiating Committee at this meeting.

Step VI Should the conference between the Director of Industrial Relations and the Union Negotiating Committee fail to reachan agreement, the case will be presented for arbitration.

c) Grievances or matters covered by this agreement may be discussed with Management by the Union Negotiating Committee during working hours, but

lenghty negotiations for the settlement of a dispute shall be conducted outside of working hours.

d) When the Company requests a meeting with any member of the Union Negotiating Committee, the Companywill compensate the memberfor the time spent at his regular rate of pay.

e) All decisions arrived at by agreement between the Management of the Company and the Union Negotiating Committee shall be put in writing and shall be final and binding upon the Union, the Company, and the Employees.

f) All requests for interviews off the part of the Union Negotiating Committee or the General Management of the Company shall be submitted by letter . Such interviews shall take place within three (3) days from the receipt thereof. Subjects to be discussed shall be restricted to those set forth in the letter requesting the interview.

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.

3. ARBITRATION

In the event that no agreement is reached through the procedure set forth in Article 2 hereof, 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 the chairman chosen by such representatives. Should the representatives fail within five (5) days to agree on a chairman, the Minister of Labour of the Province of Quebec will be requested by the above mentioned representatives to name a judge or magistrate to act as chairman of the Arbitration Committee. After an Arbitration Commitee has been formed by the foregoing procedure, it will meet and hear the evidence of both sides and render a decision within seven (7) days of the completion of the taking of evidence. The decision of the Arbitration Committee shall be final and binding upon both parties. The Company and the Union agree each to bear and equal share of any expense incurred as a result of the employment of a chairman to preside in any arbitration.

4. STRIKES AND LOCKOUTS

During the term of this Agreement, the Union agrees that there shall be no slowdown, strike, or other stoppage or interference with work, and the Company agrees that there shall be no lockouts.

5. MANAGEMENT

The Management of the Company and the direction of the Employees including the right to hire, transfer, promote, lay off, recall or discharge for proper causes, and the right to relieve Employees from duties because of lack of work and for other legitimate reasons is vested exclusively in the Management of the Company in accordance with the terms of this Agreement.

6. DISMISSALS

All dismissals for cause shall be subject to the approval of the Managerof the Plant. When an Employee feels that he has been unjustly dismissed, laid off, or suspended, he must inform the Manager of the Plant and the member of the Union Negotiating Committee from his Plant within forty-eight (48) hours that he questions such dismissal, suspension, or lay-off, The matter from then on shall become adiscussable grievance and shall be dealt with in the manner described in Article 2.

7. WORKING CONDITIONS

a) For the purpose of this Agreement, the Plants in question shall be classified in accordance with the Quebec Stationary Enginemen's Act and regulations thereunder. The Chief Stationary Engineman(forman of department) shall not form part of a regular shift.

b) Engineers in charge of each shift shall be holders of stationary Enginemen's # Act. The engineers in charge of a shift shall not normally be required to fire boilers or clean them either internally or externally.

c) Boiler Operators(Firemen) shall be the holders of fourth-class stationary enginemen's certificates). Boiler Room Operators, who, at present, do not hold fourth-class stationary enginemen's certificates shall be given a reasonable time to obtain this certificate.)

d) Company personnel who are called upon to replace temporarily regular Boiler Operators(Firemen) shall not be subject to the terms of this Agreement. The services of such personnel will be restricted to a

Certificate in accordance with the Quebec Stationary Enginemen's.

minimum number of shifts consistent with the Company's policy regarding overtime work.

8.- HOURS OF WORK

Forty-eight (48) hours shall constitute a standard work week made up of six (6) shifts of eight (8) hours each.

No shift operator shall be required to work more than two (2) consecutive shifts without relief.

If an employee is required to work more than three (3) hours beyond his scheduled quitting time without prior notification, such Employee will be provided with a regular meal from the plant cafeteria or will be paid a supper allowance equivalent in amount to the price of a cafeteria meal.

9.- WAGES

a) Rates of pay.

Second class stationary enginemen.	$1.39 per hour
Third class stationary enginemen.	1.20 per hour
Boiler Operators (Firemen with fourth-class certificates)	1.12 per hour

b) Shift Premiums

Any Employee who starts to work between the hours of 7.00 a.m. to 3.00p.m. shall be paid his regular rate of pay as outlined in paragraph a) of this Article.

Any Employee who starts to work between the hours of 3.00 p.m. to 11.00 p.m. shall be paid his regular rate of pay as outlined in paragraph a) of this Article plus two cents (2¢) for each hour worked.

Any employee who starts to work between the hours of 11.00 p.m. to 7.00 a.m. shall be paid his regular rate of pay as outlined in paragraph a) of this article plus five cents (5¢) for each hour worked.

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

10.- OVERTIME

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

In the event that an Employee is called upon to work later than his regular finishing hour for that day, such Employee will not be penalized in succeeding days through a reduction in his scheduled hours of work for the week providing there is regular work to be done in his department.

Emergency Work

Any Employee who is called in and reports for emergency work outside of and not continuous with his regular scheduled hours will be guaranteed a minimum of four (4) hours work or the equivalent in pay.

Holidays

The following days are recognized as holidays:

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

To be eligible to receive holiday pay, an Employee must have completed his three (3) months' probationary period, and shall have worked on the scheduled work day prior to the holiday and the scheduled work day after the holiday unless such absence is permitted for one of the following reasons:

1. To attend the funeral of a member of his or her immediate family;
2. Due to a birth in the Employee's immediate family;
3. Due to special circumstances, other than sickness, which must receive the prior approval of the Company.

Holiday Pay

An Employee, eligible to receive holiday pay, shall be paid holiday pay based on eight (8) hours times the job rate plus any shift premium to which he is entitled. For purposes of this article, if one of the above mentioned holidays falls on a Sunday and is celebrated an another day, then that day shall be considered the holiday and not Sunday.

Employees required to work on any of the foregoing days or on the days on which they are observed shall be paid at their regular rate plus their holiday pay.

When one of the above mentioned holidays falls within the vacation period of an Employee, he will receive his holiday pay for this day.

II. TRANSFERS

a) An Employee required temporarily to fill another job paying a higher rate of pay shall receive the higher rate of pay after five (5) or more hours on the job, but if required temporarily to fill a job paying a lowerrate of pay, his regular rate of pay shall not be changed.

b) When an Employee is transferred permanently to another job, he shall be paid at the rate of the new job.

c) When an Employee is assigned any other job, he shall, if possible, be told whether it is a temporary assignment or whether it is permanent

d) In order to obtain a higher certificate, Employees may apply for transfer to other Plants within the Company, such applications will be given due consideration by the Company when vacancies occur.

12. VACATIONS

The vacation year of the Company will be the twelve (12) months period beginning January 1st and ending December 31st of the same year. Employees, who have less than one (1) year of continuous employment with the Company as of December 31st of the previous year, shall be entitled within the next twelve (12) months to a vacation of one-half(1/2) day with pay for every calendar month of continuous employment up to December 31st of the previous year.

Employees who have completed one (1) year or more but less than five (5) years of continuous employment with the Company as of December 31st of the previous year, shall be entitled to an annual vacation of one (1) week with pay within the following twelve (12) months.

Employees, who have completed five (5) years or more but less than twehty-five (25) years of continuous employment with the Company shall be entitled to annnual vacation of two (2) weeks with pay. Employees who become eligible for the first time to two (2) weeks vacation with payshall take such vacation between the date of completion of five (5) years of continuous employment with the Company and December 31st of the same year. All other employees entitled to two (2) weeks vacation with pay shall be eligible to take such vacations during the regular vacation year of the Company.

Employees who have completed twenty-five (25) years or more of continuous employment with the Company shall be entitled to annannual vacation of three

(3) weeks with pay. Employees who become eligible for the first time to three (3) weeks vacation with pay shall take such vacation between the date of completion of twenty-five (25) years of continuous employment with the Company and December 31st of the same year. All other employees entitled to three (3) weeks vacation with pay shall be eligible to take such vacations during the regular vacation year of the Company.

Vacation Pay

Employees entitled to less than one (1) week's vacation with pay will be paid 2% of their wages for the period they worked up to December 31st of the previous year.

Employees entitled to one (1) week's vacation with pay will be paid 2% of their wages for the twelve-month period ending December 31st of the previous year, or an amount equivalent to their regular hourly day rate of pay multiplied by forty-eight (48) whichever is the greater.

Employees entitled to two (2) weeks' vacation with pay will be paid 4% of their wages for the twelve-month period ending December 31st of the previous year, or an amount equivalent to twice their regular hourly day rate of pay multiplied by forty-eight '48) whichever is the greater.

Employees entitled to three (3) weeks' vacation with pay will be paid 6% of their wages for the twelve-month period ending December 31st of the previous year, or an amount equivalent to three time their regular hourly day rate of pay multiplied by forty-eight (48) whichever is the greater.

All vacations are subjecto to the established vacation rules of the Company, and where possible, consistent with the efficient operation of the department, shall be granted at the time of year chosen by the Employee.

13. SENIORITY

Seniority shall be reckoned by job classifications within the respective Plants of the Company and shall be based on length of service with the Company. In cases of promotions, lay-offs, or recalls, seniority shall govern provided the Company considers that the Employees have the same degree of ability, skill, and experience.

14. SAFETY AND HEALTH

The Company will continue to make provisions for the safety and health of its Employees during the hours of their employment. Such devices as the

Company requires to be worn and other equipment which, in the opinion of the Company is necessary for the safety and protection of the Employees, shall be provided by the Company.

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

16. 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 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 Union the full amounts so collected before the fifteenth day of each month.

17. UNION SHOP AGREEMENT

(a) All Employees who are members of the Union on September 27th, 1950 shall remain members of the Union as a condition of continued employment.

(b) All new Employees shall become members of the Union within thirty (30) days from the date of his or her employment as a condition of continued employment.

(c) All Employees not members of the Union shall become members of the Union within thirty (30) days as a condition of continued employment.

(d) The Company will only be required to discharge an Employee for:

I. Non-payment of Union initiation fee

2. Non-payment of Union dues.

18. DURATION OF AGREEMENT

This agreement shall become effective as of the twenty-seventh (27th) day of September 1950, shall remain in effect for a period oftwelve (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.

19. **NOTICE**

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

National Union of Operating
Engineers of Canada,

Room 10, Monument National

1182 St-Lawrence Boulevard,

Montreal, 18, Que.

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

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 under effective date of September 27th, one thousand nine hundred and fifty.

NATIONAL BREWERIES LIMITED

Norman J.Dawes
President and Managing Director

A.D.Johnson
Secretary

THE NATIONAL UNION OF OPERATING ENGINEERS OF CANADA

P.Dessureault
Business Agent

Olivier Brouillette
Member of Committee
Dawes Black Horse Brewery
Bottled Ale Plant

F. Drinkwater
Member of Committee
Dawes Black Horse Brewery
Draught Ale Plant

G.J.Bowers
Member of Committee
Dow Brewery

Lucien Meilleur
Member of Committee
Frontenac Brewery

Agreement entered into this 5th day of February 1953.-

BETWEEN

317

THE NATIONAL UNION OF OPERATING ENGINEERS OF CANADA represented by a Committee formed of employees of the Dow Brewery(Montreal), Dow Kingsbeer Brewery and Dow Brewery (Quebec City Plant.)

AND

PARTY OF THE FIRST PART.

DOW BREWERY LIMITED having its Head Office in the City of Montreal and owning and operating plants at 740 St. Maurice Street known as the Dow Kingsbeer Brewery, at 391 Colborne Street known as the Dow Brewery(Montreal) and in Quebec City known as the Dow Brewery (Quebec City Plant.)

PARTY OF THE SECOND PART.

PURPOSE.

It is the expressed desire and purpose of the parties hereto to advance the mutual interests of the Employees and the Company. It is mutually recognized that it is the duty and responsibility of the Union, the Employees and the Company to cooperate fully towards the achievement of this purpose.-

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" — The following plants of Dow Brewery Limited, namely:

1. Dow Brewery (Montreal)
2. Dow Kingsbeer Brewery
3. Dow Brewery)Quebec City Plant.)

b) "Union" — The national Union of Operating Engineers of Canada.-

c) "Employees" — Regular Shift Stationary Engineer, Spare Stationary Engineers, and regular Boiler Room Firemen and Helpers of the Steam and Refrigeration Departments of the Company.-

d) "Plant" — Any of the following breweries:

1. Dow Brewery (Montreal.)
2. Dow Kingsbeer Brewery
3. Dow Brewery (Quebec City Plant.)

(e) "Union Negotiating Committee." — A committee composed of three (3) representatives duly elected by the Employees, members of the Union.- Each representative on this Committee must be from a differend plant.-

11/3353

1. RECOGNITION.

The Company recognizes the Union as the sole and exclusive bargaining agency for all employees covered by this Agreement and agrees to deal with the Union through its properly chosen and duly elected Union Negotiating Committee.- The Company will not interfere with or discriminate against any Employee because of 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 the solicitation of membership. The Union further agrees not to conduct its Union activities on Company time except in the following cases:

a) When the Union Negotiation Committee meets with the Management of the Company.-

b) When a member of the Union Negotiating Committee is called upon to handle a grievance as set forth in Article 2of this Agreement.-

When a member of the Union Negotiating Committee is required to absent himself in the performance of duties connected with the Union, he shall first obtain the approval of his foreman or in Plants where there is no foreman his plant Engineer before leaving his job.-

2. GRIEVANCE PROCEDURE.

a) The Union agrees to notify promptly the Plant Engineer of the names of the Union Negotiating Committee members who have been elected by the Employees of the Company and also of any change which may take place from time to time.-

b) Should any dispute arise between the Company and the Union as to the meaning and application of the provision of this Agreement, or should any local trouble of any kind arise in the Plant there shall be no suspension of work on account of such dispute, but an earnest effort shall be made by both parties hereto to settle immediately and without delay such dispute or trouble in respect of which the following grievance machinery is set up.

Step 1. The Employee or group of Employees concerned may take the matter directly to his (or their) foreman or Plant Engineer in plants where there is no foreman, alone or accompanied by the member of the Union Negotiating Committee of his (or their) Department with a Union Negotiating Committee of his or their Department with a view to obtaining settlement of the grievance.

Step 11 If the Employee or group of Employees are not satisfied with the decision given by the foreman or Plant Engineer in plants where there is no foreman, he (or they) may seek the advice of the Personnel Supervisor, or present his (or their) grievance to his (or their) member of the Union Negotiating Committee who will discuss the grievance with the foreman or Plant Engineer.

Step 111 If the member of the Union Negotiating Committee and the Employee (or Employee) concerned are not satisfied with the decision given after the second interview with the foreman or Plant Engineer, the member of the Union Negotiating Committee will present the case to the Union Negotiating Committee.- If the Union Negotiating Committee believes the grievance is justified, it will submit a written statement of the grievance to the Plant Engineer for the Quebec City plant and the Chief Engineer of the Company for the Montreal plants. A conference shall be arranged at a time mutually agreed upon within forty eight (48) hours from receipt of such written statement. Both parties shall have the right to summon any witness to a meeting in order to obtain all evidence necessary to the settlement of the grievance.-

Step 1V If the case is not settled to the satisfaction of all concerned, the Union Negotiating Committee will meet with the Manager of the Plant for the Quebec City Plant and the Director of Engineering for the Montreal Plants, with a view to settling the grievance.-

Step V Should the Union Negotiating Committee not be satisfied with the decision rendered by the Manager of the Plant or the Director of Engineering, the Committee will discuss the grievance with the Company's Personnel Director. A conference shall be arranged at a time mutually agreed upon. A representative of the Union Head Office may accompany the Union Negotiating Committee at this meeting.-

Step Vl. Should the conference between the Personnel Director and the Union Negotiating Committee fail to reach an agreement, the case will be presented for arbitration.-

c) Grievance or matters covered by this Agreement may be discussed with Management by the Union Negotiating Committee during working hours, but lengthy negotiations for the settlement of a dispute shall be conducted outside of working hours.-

d) When the Company requests a meeting with any member of the Union Negotiating Committee, the Company will compensate the member for the time spent at his job rate of pay.

e) All decisions arrived at by agreement between the Management of the Company and the Union Negotiating Committee shall be put in writing and shall be final and binding upon the Uninn, the Company, and the Employees.

f) All requests for interviews on the part of the Union Negotiating Committee or the General Management of the Company shall be submitted by letter. Such interviews shall take place within three (3) days from the receipt thereof. Subjects to be discussed shall be restricted to those set forth in the letter requesting the interview.-

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 hereinder.-

3. ARBITRATION.

In the event that no agreement is reached through the procedure set forth in Article 2 hereof, 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 the Chairman chosen by such representatives. Should the representatives fail within five (5) days to agree on a chairman. the Minister of Labour of the Province of Quebec will be requested by the above-mentioned representatives to name a judge or magistrate to act as Chairman of the Arbitration Committee. After an Arbitration Committee has been formed by the foregoing procedure, it will meet and hear the evidence of both sides and render a decision within seven (7) days of the completion of the taking of evidence. The decision of the Arbitration Committee shall be final and binding upon both parties. The Company and the Union agree each to bear an equal share of any expense incurred as a result of the employment of a chairman to provide in any arbitration.

4. STRIKES AND LOCKOUTS.

During the term of this Agreement, the Union agrees that there shall be no slowdown, strike or other stoppage or interference with work, and the Company agrees that there will be no lockouts.-

5. MANAGEMENT .

The Management of the Company and the direction of the Employees including the right to hire, transfer, promote, lay off, recall or discharge for proper causes, and the right to relieve Employees from duties because of lack of work and for other legitimate reasons is vested exclusively in the Management of the Company in accordance with the terms of this Agreement.-

6. DISMISSALS.

All dismissals for cause shall be subject to the approval of the Manager of the Plant for Quebec City and the Director of Engineering for Montreal. When an employee feels that he has been unjustly dismissed, laid off or suspended, he must inform the Plant Engineer and the member of the Union Negotiating Committeefrom his Plant within forty eight (48) hours that he questions such dismissal, suspension or lay-off. The matter from then on shall become a discussable grievance and shall be dealt with in the manner described in Article 2.-

7. WORKING CONDITIONS.

a) For the purpose of this Agreement, the Plants in question shall be classified in accordance with the Quebec Stationary Engineman's Act and regulations thereunder. The Chief Stationary Engineman (foreman of department) shall not form part of the regular shift.-

b) Engineers in charge of each shift must be holders of stationary engineman's certificates in accordance with the Quebec Stationary Engineman's Act.- The engineers in charge of a shift shall not normally be required to fire boilers or clean them either internally or externally.-

c) Boiler Operators (Firemen) shall be the holders of fourth-class stationary engineman's certificates. (Boiler Room Operators who, at present, are not holders of fourth-class stationary engineman's certificates shall be given the period prescribed in the Stationary Engineman's Act plus an additional six (6) months to obtain this certificate.-

d) Company personnel who are called upon to replace temporarily regular Boiler Operators'(Firemen) or Helpers shall be subject to the terms of this Agreement with the exception of Articles 18 and 19 while performing such work. The services of such personnel will be restricted to a minimum number of shifts consistent with the Company's policy regarding overtime work.

8. HOURS OF WORK.

Forty (40) hours shall constitute a standard work week made up of five (5) shifts of eight (8) hours each.-

No shift operator shall be required to work more than two (2) consedutive shifts without relief.

If an employee is required to work more than three (3) hours beyond his scheduled quitting time without prior notification, such Employee will be provided with a regular meal from the Plant Cafeteria or will be paid a supper allowance of fifty cents.-

9. WAGES.

a) Rates of pay.

	Montreal.	Quebec City
Second -class stationary engineman	$ 1.85	$ 1.81
Third-class Stationary engineman	1.62	1.58
Boiler Operators (Firemen with fourth class certificates.)	1.52	1.48
Fireman B.	1.39	1.35
Maintenance Serviceman	1.39	1.36

b) Shift Premiums.

Any employee who starts to work between the hours of 7.00 A.M. to 3.00 P.M. shall be paid his regular rate of pay as outlined in paragraph a) of this article.

Any employee who starts to work between the hours of 3.00 p.m. to 11.00 p.m. shall be paid his regular rate of pay as outlined in paragraph a) of this Article plus four cents (4¢) for each hour worked.

Any Employee who starts to work between the hours of 11.00 p.m. to 7.00 a.m. shall be paid his regular rate of pay as outlined in paragraph a) of this article plus seven cents (7¢) for each hour worked.

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

10. OVERTIME.

Overtime shall be paid at the rate of time and one-half for all hours worked in excess of eight (8) hours per day and for any work done on the sixth or seventh day in the work week.-

In the event that an Employee is called upon to work later than his regular finishing hour for that day, such Employee will not be penalized in succeeding days through a reduction in his scheduled hours of work for the week providing there is regular work to be done in his department.-

11. EMERGENCY WORK.

Work performed by employees who are called in from outside the Company's plants for work of an emergency nature arising outside the regular working hours of the employee, shall be classified as emergency work and shall be paid as follows: Regardless of the time worked, the employee shall be paid at time and one-half for each hour worked, or shall receive at his regular rate the equivalent of three (3) hours remuneration, whichever is the greater.-

12. HOLIDAYS:

The following days are recognized as holidays:

1. New Year's Day
2. Good Friday
3. St. Jean Baptiste Day
4. Dominion Day
5. Labour Day
6. Thanksgiving Day
7. Christmas Day
8. One other day to be agreed to by the Union and the Company for 1953 and 1954.-

Tobe eligible to receive holiday pay, an Employee must have completed his three (3) months' probationary period and shall have worked on the scheduled work day prior to the holiday and the scheduled work day after the holiday unless such absence is permitted for one of the following reasons:-

1. To attend the funeral of a member of his or her immediate family.
2. Due to a birth in the Employee's immediate family.
3. Due to special circumstances, other than sickness, which must receive the prior approval of the Company.-

HOLIDAY PAY.

An employee, eligible to receive holiday pay shall be paid holiday pay based on eight (8) hours times the job rate plus any shift premium to which he is entitled. For purposes of this article, if one of the above mentioned holidays falls on a Sunday and is celebrated on another day, then that day shall be considered the holiday and not Sunday.-

Employees required to work on any of the foregoing days or on the days on which they are observed shall be paid at their job rate plus their holiday pay. When one of the above mentioned holidays falls on the day off or within the vacation period of an employee, he will receive holiday pay for this day.-

13. TRANSFERS.

a) An employee required temporarily to fill another job paying a higher rate of pay shall receive the higher rate after four (4) or more hours on the job, but if required temporarily to fill a job paying a lower rate of pay, his regular rate of pay shall not be changed.

b) When an employee is transferred permanently to another job, he shall be paid at the rate of the new job.-

c) When an employee is assigned any other job, he shall, if possible, be told whether it is a temporary assignment or whether it is permanent .

d) In order to obtain a higher certificate, Employees may apply for transfer to other plants within the Company, such applications will be given due consideration by the Company when vacancies occur.

14. VACATIONS.

The vacation year of the Company will be the twelve (12) month period beginning January 1st and ending December 31st of the same year. Employees, who have less than one (1) year of continuous employment with the Company as of December 31st of the previous year, shall be entitled within the next twelve (12) months to a vacation of one-half (1/2) day with pay for every calendar month of continuous employment up to December 31st of the previous year.

Employees who have completed one (1) year or more but less than three (3) years of continuous employment with the Company as of December 31st of the previous year, shall be entitled to an annual vacation of one (1) week with pay within the following twelve (12) months.-

Employees who have completed three (3) years or more but less than twenty (20) years of continuous employment with the Company shall be entitled to an annual vacation of two (2) weeks with pay. Employees who become eligible for the first time to two (2) weeks vacation with pay shall take such vacation between the date of completion of three (3) years of continuous employment with the Company and December 31st of the same year.- All other employees entitled to two (2) weeks vacation with pay shall be eligible to take such vacations during the regular vacation year of the Company.-

Employees, who have completed twenty (20) years or more of continuous employment with the Company shall be entitled to an annual of three (3)weeks with pay. Employees who become eligible for the first time to three (3) weeks vacation with pay shall take such vacation between the date of completion of twenty (20) years of continuous employment with the Company and December 31st of the same year. All other employees entitled to three (3) weeks vacation with pay shall be eligible to take such vacations during the regular vacation year of the Company.-

<u>Vacation Pay</u>.

Employees entitled to less than one (1) week's vacation with pay will be paid 2% of their wages for the period they worked up to December 31st of the previous year.-

Employees entitled to one (1) week's vacation with pay will be paid 2% of their wages for the twelve month period ending December 31st of the previous year, or an amount equivalent to their regular hourly day rate of pay multiplied by forty (40) whichever is the greater.-

Employees entitled to two (2) weeks vacation with pay will be paid 4% of their wages for the twelve-month period ending December 31st of the previous year, or an amount equivalent to twice their regular hourly day rate of pay multiplied by forty (40) whichever is the greater.

Employees entitled to three (3) week's vacation with pay will be paid 6% of their wages for the twelve month period ending December31st of the previous year, or an amount equivalent to three times their regular.-

hourly day rate of pay multiplied by forty (40), whichever is the greater. All vacations are subject to the established vacation rules of the Company, and where possible, consistent with the efficient operation of the department, shall be granted at the time of year chosen by the Employee.-

15. SENIORITY.

a) All new employees shall service a probationary period of three months During this period they shall not be entitled to any seniority rights. The seniority of employees who have completed their probationary period shall be dated back to their date of employment in the Company.

b) An employee shall lose his seniority rights under the following circumstances.-

1. Dismissal for cause;
2. Voluntary resignation from the Company;
3. Absence without permission for one week.
4. An employee who has been temporarily laid off and who does not report for work within one week after being recalled:-
5. Employees who have been laid off for more than twelve months in succession.

c) The seniority of employees will be calculated from the date that they were employed by the Company.-

d) Seniority shall be recknoned by job classification within the respective plants of the Company. In cases of promotions, lay-offs or recalls, seniority shall govern provided the Company considers that the employees have the same degree of ability, skill and experience.-

e) In the case of a lay-off in one plant, employees working in other plants will not be affected.-

f) In cases of promotions to jobs requiring certificates, preference will be given to employees within the plants of the Company in Montreal and Quebec and to the certificates they hold.-

g) Any employee who believes that he has been unjustly treated with regard to transfers, promotions layoffs and recalls shall have recourse to Grievance Procedure as outlined in this Agreement.

16. SAFETY AND HEALTH.

The Company will continue to make provisions for the safety and health of its employees during the hours of their employment. Such devices as the Company requires to be worn and other equipment which in the opinion of the Company is necessary for the safety and protection of the Employees, shall be provided by the Company.-

17. BENEFITS.

It is agreed that any benefits presently enjoyed by the employees shall not be denied them for the reason of the signing of this agreement.-

18. COLLECTION OF DUES.

The Union agrees to file with the Company cards signed by eadh 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 Union.-
Upon filing of such written authorizations, the Company agrees to deduct Union dues from the wages of Union members and remit to the Union the full amounts so collected before the fifteenth day of each month.-

19. UNION SHOP AGREEMENT.

(a) All employees who are members of the Union on November 15, 1952 shall remain members of the Union as a condition of continued employment.-

(b) All new Employees shall become members of the Union within thirty (30) days from the date of his employment as a condition of continued employment.-

(c) All Employees not members of the Union shall become members of the Union within thirty (30) days as a condition of continued employment.

(d) The Company will only be required to discharge an employee for:

1. Non payment of Union initiation fee
2. Non payment of Union dues.-

20. DURATION OF AGREEMENT.

This Agreement shall become effective as of the fifteenth (15) day of November 1952, shall remain in effect for a period of twenty-four (24) 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 then thirty (30) days prior to the date of its termination On November 15, 1953 this agreement may be re-opened at the request of either party for the sole purpose of discussing Article 9(4) "Rates of pay" No other article or clause of this agreement may be discussed at this re-opening date.-

21. NOTICE.

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

National Union of Operating
Engineers of Canada.

Room 10, Monument National

1182 St. Lawrence Boulevard

Montreal 18, Que.-

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

Dow Brewery Limited

990 Notre Dame Street West,

Montreal 3 Que.-

In witness whereof, the parties have signed this Agreement at the City of Montreal, under the effective date of February 5th, one thousand nine hundred and fifty three.-

DOW BREWERY LIMITED.

Gagnon.

Chairman and President.

unreadable signature

Secretary.

The NATIONAL UNION OF OPERATING ENGINEER OF CANADA.

P. Dessureault.

Business Agent.

Aurèle Gaudette.
Member of Committee
Dow Brewery (Montreal)

Arcade Bertrand.

Member of Committee.
Dow Kingsbeer Brewery.

Jean Paul Lacroix
Member of Committee.
Dow Brewery (Quebec City Plant.-)

COLLEC TIVE LABOUR AGREEMENT

between

DOW BREWERY LIMITED

990 Notre-Dame Street West, Montreal
(hereinafter called the "Company")

and

LOCAL UNION NO. 301, MONTREAL AND QUEBEC CITY and the INTERNATIONAL UNION OF UNITED BREWERY, FLOUR, CEREAL, MALT, SOFT DRINK AND DISTILLERY WORKERS OF AMERICA, affiliated with the Canadian Congress of Labour and the Congress of Industrial Organizations
(hereinafter referred to as the "Union")

GENERAL CONDITIONS

ARTICLE I

Purpose

The purpose of this Agreement is to promote harmonious relations between the Company and its employees and to establish certain rules governing-relations between them - The development of maximum efficiency for the profitable operation of the Company's business - The working conditions of its employees and - To facilitate the solution of such problems within the jurisdiction of this Agreement as may arise from time to time.

ARTICLE II

Recognition

The Company recognizes the Union for the term and for the purposes of the present Agreement as the sole bargaining agency for the purpose of bargaining collectively for all Company employees within the scope of this Agreement, the whole in accordance with the certificate granted by the Labour Relations Board of the Province of Quebec on March 17, 1953, with the exception of Route Salesmen and Checkers referred to therein. The employees so represented by the Union constitute the bargaining unit and the provisions of this Agreement shall apply only to the employees in the said bargaining unit.

ARTICLE III

Management Rights

a) The Union recognizes the exclusive right of the Company to manage the Company and direct the working forces, including the right to hire, dismiss, transfer, rate, promote, demote, or lay off, or otherwise discipline its employees, subject to the right of the employee concerned to lodge a grievance in the manner specified in Article XXIV or Article XXX, "Grievance Procedure", of this Agreement.

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b) The Union also recognizes he exclusive right of the Compan to maintain order, discipline and efficiency, to increase or decrease operations, to remove or install machinery or equipment, to introduce new or improved production or distribution methods or facilities, to regulate the quality of production and to increase or change equipment.

ARTICLE IV

Union Activities

a) With the exception of those duties specified in Article XXVI and Article XXX concerning the Grievance Procedure, no Union activities will be carried out in the plants or officers of the Company during working hours.

b) The Company shall grant leave of absence without pay to one employee, chosen by the Union, to carry out certain duties making it necessary for him to be absent from his job with the Company. This leave of absence will not exceed twelve months and during the leave the Union will absorb the cost of any contributions the Company would have made on behalf of the employee had he remained at work. The seniority status of the employee shall be maintained during the term of his absence in the same manner as of he had been at work for the Company.

c) The Company will also grant leave of absence without pay to a maximum of three employees, chosen by the Union as representatives at the annual International, National or Provincial conventions of the CIO-CCL.

d) Employees representing the Union in the negotiating of labour agreements with the Company, and the employees engaged in the grievance procedure as outlined in Article XXIV Steps I to IV, or Article XXX Steps I to III will be paid their regular rate of pay.

e) The Company will provide the Union with bulletin boards for the posting of notices of meetings or other official union notices, duly signed by an officer of the Union.

f) No discrimination, intimidation or coercion will be exercised against an employee on account of his affiliation with the Union.

ARTICLE V

Union Security
Maintenance of Membership

The Company and the Union agree that they will not coerce or intimidate any employee or discriminate against any employee because of his membership or because of his non-membership in any labour organization.

All present employees covered by this Contract, who were members in good standing of the Union on June 3, 1953, and all employees who subsequently become members of the Union during the term of this Agreement, shall maintain their membership in good standing as a condition of employment. However, the Company will only be required to discharge an employee for:-

(a) Non-payment of Union initiation fees.
(b) Non-payment of Union dues.

Check-Off

On the receipt of written authorization from an employee, the Company will deduct from the employee's pay on the second week of each month the amount due the Union by the employee for Union dues and initiation fees. The Company will transmit to the authorized representative of the Union the total deductions from the pay of all employees who have submitted written authorization, with a list in duplicate for all employees so deducted. An employee may cancel his authorization in the thirty-day period prior to the termination of this Agreement.

Union Shop Stipulation

It is further agreed that if, by July 1, 1953, the Union presents to the Company paid up and current membership cards duly signed and completed in accordance with existing legislation and representing 75% of the regular employees included in the bargaining unit, a Union Shop article as hereinafter defined shall be included in the Contract:

i) Upon the date the Company accepts proof that 75% of the regular employees in the bargaining unit are paid up members of the Union, all such employees must remain members of the Union as a condition of employment.

ii) The remaining regular employees in the bargaining unit who are not members of the Union on the date the Company accepts the proof referred to in (i) above shall become members of the Union within 60 days of the date the Company accepts the proof.

iii) After acceptance of proof by the Company as outlined in (i) above, any new regular employee who is hired thereafter shall become a member of the Union within sixty (60) days of their date of employment as a condition of continued employment.

iv) The Company will only be required to discharge an employee for

(a) Non-payment of initiation fees;
(b) Non-payment of Union dues.

v) A regular employee may withdraw from membership in the Union within the thirty (30) day period prior to the termination of this Agreement.

ARTICLE VI

No Strikes and Lockouts

It is hereby agreed that the Union will not initiate, authorize, sanction, support or engage in any strike, work stoppage, or slowdown of work, and the Company will not lockout any employee or group of employees during the term of this Agreement, unless according to law, as this Agreement provided for the orderly and amicable settlement and adjustment of any and all disputes, differences and grievances.

ARTICLE VII

Vacations

The vacation year of the Company will be the twelve (12) month period beginning January 1st and ending December 31st of the same year.

Employees who have less than one (1) year of continuous employment with the Company as of December 31st of the previous year, shall be entitled, within the next twelve (12) months, to a vacation of one-half (1/2) day with pay for every calendar month of continuous employment up to December 31st of the previous year.

Employees who have completed one (1) year or more but less than three (3) years of continuous employment with the Company as of December 31st of the previous year, shall be entitled to an annual vacation of one (1) week with pay within the following twelve (12) months.

Employees who have completed three (3) years or more but less than twenty (20) years of continuous employment with the Company shall be entitled to an annual vacation of two (2) weeks with pay. Employees who become eligible for the first time to two (2) weeks vacation with pay shall take such vacation between the date of completion of three (3) years of continuous employment with the Company and December 31st of the same year. All other employees entitled to two (2) weeks vacation with pay shall be eligible to take such vacation during the regular vacation year of the Company.

Employees who have completed twenty (20) years or more of continuous employment with the Company shall be entitled to an annual vacation of three (3) weeks with pay. Employees who become eligible for the first time to three (3) weeks vacation with pay shall take such vacation between the date of completion of twenty (20) years of continuous employment with the Company and December 31st of the same year. All other employees entitled to three (3) weeks vacation with pay shall be eligible to take such vacations during the regular vacation year of the Company.

Vacation Pay

Employees entitled to less than one (1) week's vacation with pay will be paid 2% of their wages for the period they worked up to December 31st of the previous year.

Employees entitled to one (1) week's vacation with pay will be paid 2% of their wages for the twelve-month period ending December 31st of the previous year, or an amount equivalent to their regular hourly day rate of pay multiplied by their regular work week, whichever is the greater.

Employees entitled to two (2) weeks' vacation with pay will be paid 4% of their wages for the twelve-month period ending December 31st of the previous year, or an amount equivalent to twice their regular hourly day rate of pay multiplied by their regular work week, whichever is the greater.

Employees entitled to three (3) weeks' vacation with pay will be paid 6% of their wages for the twelve-month period ending December 31st of the previous year, or an amount equivalent to three times their regular hourly day rate of pay multiplied by their regular work week, whichever is the greater.

All vacations are subject to the established vacation rules of the Company and vacations will be granted during the period desired by the employees whenever possible.

ARTICLE VIII

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 four (4) hours in that day. If the employee works at a temporary job for less than four (4) hours in any day, he will be paid his regular 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.

Should, however, an employee be transferred to a lower paying job in preference to temporary lay-off due to lack of production, the said employee shall then be paid the wage of the temporary job to which he has been temporarily transferred.

ARTICLE IX

Shifts Premiums

Any employee who <u>starts</u> to work between the hours of 3:00 and 11:59 a.m. shall be paid at his regular job classification rate as shown in Schedule "A", "B" or "C" for each hour worked.

Any employee who <u>starts</u> to work between the hours of 12:00 noon and 5:59 p.m. s all be paid at his regular job classification rate as shown in Schedule "A", "B" or "C" plus four (4) cents for each hour worked.

Any employee who <u>starts</u> to work between the hours of 6:00p.m. and 2:59 a.m. shall be paid at his regular job classification rate as shown in Schedule "A", "B" or "C" plus seven (7) cents for each hour worked.

Any regular night shift employee who is called upon, for the convenience of Management, to start his last of the week prior to 6:00 p.m., shall be paid at his regular job classification rate as shown in Schedule "A", "B" or "C" plus seven (7) cents for each hour worked on this shift.

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

ARTICLE X

Emergency Work

Work performed by employees who are called in from outside the Company's plants for work of an emergency nature arising outside the regular working hours of the employee, shall be classified as emergency work and shall be paid at time and one-half for each hour worked, or shall receive at his regular rate the equivalent of three (3) hours remuneration, whichever is the greater.

ARTICLE XI

Displacements Without Work

Should employees be called to work and find no work available, or should employees not be so advised before leaving the plant, or leaving their homes for the plant; or should they return to the plant for their next work period and be immediately dismissed, they shall receive the equivalent of two (2) hours of regular pay.

The above provisions shall not apply in cases of major breakdowns, power failures, or acts of God.

ARTICLE XII

Dismissal

a) All dismissals for cause shall be subject to the approval of the local Manager of the plant or department concerned,

b) Should a dismissed employee who has completed his probationary period believe that his case has not been fairly dealt, with, the case shall become a grievance and shall be dealt with in accordance with Article XXIV "Grievance Procedure from Step III on, or Article XXX from Step II on, if such dismissal is taken up with the local Manager or, in his absence, the designated representative, within twenty-four (24) hours of the date of dismissal.

ARTICLE XIII

Health and Safety

a) Both parties will co-operate to the fullest possible extent in the prevention of accidents and the promotion of safe work practices.

b) All employees will submit to medical examination by the Company doctor whenever requested to do so.

ARTICLE XIV

Service in the Armed Forces

Employees who enlist in the Armed Forces of Canada and who are entitled to reinstatement in civil employment under the regulations of the Veterans Benefit Act 1951 as amended, will be reinstated in their positions in the Company in accordance with the requirements of the Veterans Benefit Act 1951.

ARTICLE XV

Illegal Acts

No provision in this Agreement shall authorize or approve any act or action by either party which is illegal or in contravention of any Federal or Provincial Legislation governing labour relations.

ARTICLE XVI

Notices

Any notice required to be sent to the Union shall be effectively given when posted to Local 301 of the International Union of United Brewery, Flour, Cereal, Malt, Soft Drink and Distillery Workers of America, Apt. 2, 703 Jarry Street, Montreal, and any notice required to be given to the Company shall be effectively given when mailed to Dow Brewery Limited, 990 Notre Dame Street, West, Montreal.

ARTICLE XVII

Advantages

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

ARTICLE XVIII

Duration

This Agreement shall be in full force and effect for a term commencing June 4, 1953, and ending October 1, 1954, After such period it shall be renewed for a one-year period unless one of the parties gives to the other between the sixtieth and thirtieth day preceding the date of expiration of this Agreement a written notice informing the latter that it wishes to terminate, amend or to negotiate a new Agreement.

PART I

INSIDE EMPLOYEES

This part of the Agreement covers all employees, as defined in Article II, other than Assistant Route Salesmen, City Route Chauffeurs, Freight Chauffeurs, Van Chauffeurs and Bar Service Employees.

ARTICLE XIX

Work Week

a) Between June 4, 1953, and October 5, 1953, the present provisions regarding work weeks and work schedules shall remain in force.

b) Commencing October 5, 1953, a regular work week of forty (40) hours shall be introduced for all inside employees covered by this Agreement, with the exception of Watchmen who will work a forty-eight (45) hour week and Female Office Cleaners who shall work a twenty-five (25) hour week.

c) Employees working on a forty (40) hour week shall work five (5) days of eight (8) hours Monday through Friday inclusive, with the exception of employees whose work is of a continuous nature where the work schedule will be five (5) days of eight (8) hours, Sunday through Saturday inclusive.

d) Maintenance employees will work five (5) days of seven (7) hours Monday through Friday inclusive, and five (5) hours on Saturday OR Five (5) days of eight (8) hours Monday through Friday inclusive, as required by the Company.

Work schedules for Watchmen and Female Office Cleaners will be established by the Company.

ARTICLE XX

Wages

a) The wage rates to be paid for each job classification covered by this part of the Agreement shall be as shown in -

Part I - Schedule "A" effective January 7, 1953
Part I - Schedule "B" effective June 4, 1953
Part I - Schedule "C" effective October 5, 1953

attached hereto and made a part thereof.

b) Seasonal employees hired after June 3, 1953, and who have never previously been employed on a regular basis by the Company will be paid ten (10) cents per hour less than the wage rate referred to in paragraph (a) above.

ARTICLE XXI

Overtime

The present provisions concerning overtime and the payment thereof shall remain in force until October 5, 1953.

Commencing October 5, 1953, the following provisions shall apply:

a) Overtime shall be paid at time and one-half;

b) Overtime shall be paid to all employees for all hours worked in excess of their regular scheduled hours Monday through Friday;

c) Overtime shall be paid for all hours worked on Saturdays, except in the cases of Maintenance and Fermenting employees and Watchmen, who shall be paid overtime for all hours worked in excess of their regular scheduled hours.

d) Overtime shall be paid for all hours worked on Sundays and paid holidays except Watchmen and Fermenting employees, who will be paid overtime for all hours worked in excess of their regular scheduled hours.

ARTICLE XXII

Holidays

The following days are recognized as holidays:

1. New Year's Day
2. Good Friday
3. St-Jean Baptiste Day
4. Dominion Day
5. Labour Day
6. Thanksgiving Day
7. Christmas Day
8. In 1953, Coronation Day. The holiday for 1954 will be mutually agreed to at a later date.

To be eligible to receive holiday pay, a regular employee must have completed his probationary period, and shall have worked on the scheduled work day prior to the holiday and the scheduled work day after the holiday unless such absence is permitted for one of the following reasons:

1. To attend the funeral of a member of his or her immediate family;
2. Due to a birth in the employee's immediate family;
3. Due to special circumstances, other than sickness, which must receive the prior approval of the Company.

Fermenting room employees and wathcmen who are operating on a continuous shift basis will be eligible to receive holiday pay on their regular scheduled day off.

An employee eligible to receive holiday pay shall be paid holiday pay based in the number of regular scheduled hours the employee should have

worked on that day had there been no holiday, at the employee's job rate plus any shift premium to which he is entitled. For purposes of this article, if one of the above-mentioned holidays falls on a Sunday and is celebrated on another day, then that day shall be considered the holiday and not Sunday. An employee who is required to work on a holiday will receive his holiday pay in addition to the remuneration outlined in Article XXI "Overtime".

When one of the above-mentioned holidays falls within the vacation period of an employee, he will receive his holiday pay for this day.

ARTICLE XXIII

Seniority

a) All new employees who are hired to fill regular jobs shall serve a probationary period of three (3) months and during this time shall not acquire any seniority rights. The seniority of employees who have completed their probationary period shall date back to their date of employment.

b) Seniority shall be determined in years, months and days on the basis of the date the employee was hired by the Company.

c) The Company will compile seniority lists of employees who have completed their probationary period. Copies of these lists will be posted on plant bulletin boards and will be given to the Union.

d) An employee shall lose his seniority rights under the following circumstances:

1. Dismissal for cause;
2. Voluntary resignation from the Company;
3. Absence of employee for one week without having notified the Company to this effect;
4. An employee having been temporarily laid off who does not report to work within seven (7) days when recalled;
5. Employees who have been laid off for more than twelve (12) months in succession.

e) 1-For the purposes of Transfers, Layoffs, Recalls and Promotions, the Company will be divided into the following departments:

1. Colborne Street Plant
2. Kingsbeer Plant
3. Quebec City Plant
4. Bottling House - Montreal
5. Maintenance - Montreal
6. Maintenance - Quebec
7. Garage

2- Transfers, layoffs, Recalls and Promotions caused in one department will not involve other departments.

3-Employees may not be transferred from one Department to another except for medical reasons and providing they have the necessary ability to perform the work or for training purposes. In the case of transfers from one department to another, the employee involved will carry with him his seniority.

4-Layoffs and recalls within a department shall be made according to seniority except on jobs where skill and hability are required. Promotions and transfers within a department shall be made on the basis of seniority providing the employees in question have the same degree of ability, skill, initiative, experience and health.

f) Seasonal employees are those engaged during peak periods for jobs of a temporary nature which do not last more than six months. There shall be no responsibility on the part of the Company for the re-employment of these employees and, during their period of employment, seasonal employees shall acquire no seniority rights.

A seasonal employee who is hired as a regular employee shall come under the provisions of paragraph (a) of this article, However, on completion of his probationary period his seniority shall be credited with the weeks or months served as a seasonal employee. The additional seniority so acquired shall apply only in cases of transfers, promotions, layoffs and recalls. Seasonal employees will be entitled to holiday pay after three months' service each year.

g) In plants where a night shift exists, a new employee - either regular or seasonal - who is not immediately placed on the night shift will be transferred to the night shift after completion of a normal training period providing there is an employee on the night shift with greater seniority and doing similar work who wishes to be transferred to the day shift.

ARTICLE XXIV

Grievance Procedure

a) Should any grievance arise between the Union and the Company or between one of the employees covered by this part of the Agreement and the Company in the matter of interpretation or enforcement of this Agreement, no work stoppage or slowdown shall occur therefrom, but an earnest endeavour shall be made to solve the grievance in the manner outlined below:

b) The Union shall establish in each plant a Local Grievance Committee. This Committee shall elect a Chief Steward from among its members.

c) The Chief Stewards of the Local Grievance Committees, together with the Representative of Local 301, shall from the Inside Grievance Committee.

d) The Union understakes to inform the Local Manager and the Personnel Department of the names of the Local Grievance Committee members and also any changes which may take place from time to time.

e) All grievance arising out of the interpretation or enforcement of this Agreement shall be dealt with in the following manner:

Step I Between the Foreman or Assistant Foreman of the Department and the aggrieved employee or group of employees, accompanied by their Steward: Maximum delay for settlement: 1 working day.

Step II Between the Superintendent of the Department (where applicable) and the Aggrieved employee or group of employees, accompanied by their Steward: Maximum delay for settlement: 1 working day.

Step III Between the Local Manager and the Local Grievance Committee: Maximum delay for settlement : 2 working days.

Step IV Between the Secretary and/or Personnel Director of the Company and the Union's Inside Grievance Committee: Maximum delay for settlement: 7 working days.

Step V The grievance shall be referred to an arbitration committee in accordance with the provisions of the Quebec Trades Disputes Act.

f) Grievance and the answers thereto shall be put in writing after Step II of this procedure.

g) In the event of a grievance being taken to arbitration, the arbitrators shall not have power to add or subtract from or modify any of the terms of this Agreement.

SCHEDULE "A"

COLLECTIVE LABOUR AGREEMENT

DOW BREWERY LIMITED

and

LOCAL UNION NO. 301, MONTREAL AND QUEBEC CITY AND
THE INTERNATIONAL UNION OF UNITED BREWERY, FLOUR, CEREAL,
MALT, SOFT DRINK AND DISTILLERY WORKERS OF AMERICA (CCL-CIO)

CLASSIFICATION	Effective	MONTREAL Jan. 7/53	QUEBEC Jan. 7/53
Bartender		$1.44	1.40
Brewing Department Worker "A"		1.38	1.34
Brewing Department Worker "B"		1.33	1.29
Group Leader "A"		1.85	1.81
Group Leader "B"		1.63	1.59
Group Leader "C"		1.44	1.40
Inspector		1.28	1.24
Janitor (Male)		1.25	1.21
Janitor (Female - Montreal)		1.17	-
Labourer "A"		1.33	1.29
Labourer "B"		1.28	1.24
Labourer "C"		1.25	1.21
Lift Truck Operator		1.38	1.34
Machine Attendant "A"		1.33	1.29
Machine Attendent "B"		1.28	1.24
Maintenance Serviceman		1.33	1.29
Maintenance Tradesman "A"		1.73	1.69
Maintenance Tradesman "B"		1.63	1.59
Maintenance Tradesman "C"		1.53	1.49
Maintenance Tradesman "D"		1.44	1.40
Maintenance Tradesman Helper			
First two years		1.33	1.29
Next two years		1.35	1.31
Thereafter		1.37	1.33
Watchman		1.33	1.29
Storeroom Helper		1.33	1.29

SCHEDULE "B"

COLLECTIVE LABOUR AGREEMENT

DOW BREWERY LIMITED

and

LOCAL UNION NO. 301, MONTREAL AND QUEBEC CITY AND THE INTERNATIONAL UNION OF UNITED BREWERY, FLOUR, CEREAL, MALT, SOFT DRINK AND DISTILLERY WORKERS OF AMERICA (CCL-CIO)

CLASSIFICATION	Effective	MONTREAL June 4/53	QUEBEC June 4/53
Bartender		$ 1.49	$ 1.45
Brewing Department Worker "A"		1.43	1.39
Brewing Department Worker "B"		1.38	1.34
Group Leader "A"		1.90	1.86
Group Leader "B"		1.68	1.64
Group Leader "C"		1.49	1.45
Janitor (Female - Montreal)		1.22	-
Labourer		1.38	1.34
Lift Truck Operator		1.43	1.39
Machine Attendant		1.38	1.34
Maintenance Serviceman		1.38	1.34
Maintenance Tradesman "A"		1.78	1.74
Maintenance Tradesman "B"		1.68	1.64
Maintenance Tradesman "C"		1.58	1.54
Maintenance Tradesman "D"		1.49	1.45
Maintenance Tradesman Helper			
First two years		1.38	1.34
Next two years		1.40	1.36
Thereafter		1.42	1.38
Watchman		1.38	1.34
Storeroom Helper		1.38	1.34

NOTE 1. Labourer includes the former classifications of Labourer "A", "B", and "C", Inspectors and Janitors (Male).

NOTE 2. Machine Attendant includes the former classification of Machine Attendant "A" and "B".

PART I

SCHEDULE "C"

COLLECTIVE LABOUR AGREEMENT

DOW BREWERY LIMITED

and

LOCAL UNION NO. 301, MONTREAL AND QUEBEC CITY AND THE INTERNATIONAL UNION OF UNITED BREWERY, FLOUR, CEREAL, MALT, SOFT DRINK AND DISTILLERY WORKERS OF AMERICA (CCL-CIO)

CLASSIFICATION	Effective	MONTREAL Oct. 5/53	QUEBEC Oct. 5/53
Bartender		$ 1.68	$ 1.64
Brewing Department Worker "A"		1.61	1.57
Brewing Department Worker "B"		1.55	1.51
Group Leader "A"		2.14	2.10
Group Leader "B"		1.89	1.85
Group Leader "C"		1.68	1.64
Labourer		1.55	1.51
Janitor (Female - Montreal)		1.22	-
Lift Truck Operator		1.61	1.57
Machine Attendant		1.55	1.51
Maintenance Serviceman		1.55	1.51
Maintenance Tradesman "A"		2.00	1.96
Maintenance Tradesman "B"		1.89	1.85
Maintenance Tradesman "C"		1.78	1.74
Maintenance Tradesman "D"		1.68	1.64
Maintenance Tradesman Helper			
First two years		1.55	1.51
Next two years		1.57	1.53
Thereafter		1.59	1.55
Watchman		1.38	1.34
Storeroom Helper		1.55	1.51

NOTE 1. Labourer includes the former classifications of Labourer "A", "B" and "C", Inspectors and Janitors (Male).

NOTE 2. Machine Attendant includes the former classification of Machine Attendant "A" and "B".

PART II

OUTSIDE EMPLOYEES

This part of the Agreement covers employees working on the following jobs:

Assistant Route Salesmen; Bar Equipment Servicemen; Bar Equipment Pipe Washers; City Route Chauffeurs; Freight Chauffeurs; Van Chauffeurs

ARTICLE XXV

Work Week

A) Between June 4, 1953 and October 5, 1953 the present provisions regarding work weeks and work schedules shall remain in force for Bar Service employees, Freight and Van Chauffeurs.

b) Commencing October 5, 1953 a regular work week of Forty (40) hours Monday through Friday inclusive shall be introduced for Bar Service employees.

c) The present regular work week of forty-five (45) hours Monday through Friday inclusive shall remain in effect after October 5, 1953 for Van and Freight Chauffeurs.

ARTICLE XXVI

Wages

a) The wage rates to be paid for each job classification covered by this part of the agreement shall be as shown in -

Part II - Schedule "A" effective January 7, 1953.
Part II - Schedule "B" effective June 4, 1953.
Part II - Schedule "C" effective October 5, 1953.

attached hereto and made part hereof.

b) Assistant Route Salesmen and City Route Chauffeurs will be guaranteed weekly remuneration amounting to forty-five (45) hours times the rate for their classifications. During a week on which these employees work less or more than forty-five (45) hours, they shall be paid for forty-five (45) hours' work.

c) Commencing on June 1, 1953, Assistant Route Salesmen and City Route Chauffeurs shall receive, in addition to the remuneration outlined in (a) and (b) above, a commission of one half (½) cent per case sold for Bottle TRoute employees and of five (5) cents per large barrel sold for Draught route employees. Spare Assistant Route Salesmen or Spare City Route Chauffeurs acting as additional crew over and above the normal number of personnel on a truck shall not draw any commission.

d) Seasonal employees hired after June 3, 1953 and who have never previously been employed on a regular basis by the Company, will be paid ten (10) cents per hour less than the wage rate referred to in paragraph (a) above.

ARTICLE XXVII

Overtime

Present provisions concerning overtime and the payment thereof shall remain in force until October 5, 1953 except for Assistant Route Salesmen and City Route Chauffeurs who shall cease to be eligible to receive overtime pay commencing June 1, 1953.

Commencing October 5, 1953 the following provisions shall apply:

a) Overtime shall be paid at time and one half.

b) Freight and Van Chauffeurs shall be paid overtime for all hours worked in excess of forty-five (45) hours Monday through Friday inclusive.

c) Bar Service employees shall be paid overtime for all hours worked in excess of forty (40) hours Monday through Friday inclusive.

d) Bar Service employees and Freight and Van Chauffeurs shall be paid overtime for all hours worked on Saturdays, Sundays and Paid Holidays.

ARTICLE XXVIII

Holidays

NOTE: This Article applies only to Freight and Van Chauffeurs and Bar Service employees.

The following days are recognized as holidays:

1. New Year's Day
2. Good Friday
3. St.Jean Baptiste Day
4. Dominion Day
5. Labour Day
6. Thanksgiving Day
7. Christmas Day
8. In 1953 Coronation day. The holiday for 1954 will be mutually agreed to at a later date.

To be eligible to receive holiday pay, a regular employee must have completed his probationary period, and shall have worked on the scheduled work day prior to the holiday and the scheduled work day after the holiday

unless such absence is permitted for one of the following reasons:

1. To attend the funeral of a member of his or her immediate family.
2. Due to a birth in the employee's immediate family.
3. Due to special circumstances, other than sickness, which must receive the prior approval of the Company.

An employee eligible to receive holiday pay shall be paid holiday pay based on the number of regular scheduled hours the employee should have worked on that day, had there been no holiday, at the employee's job rate plus any shift premium to which he is entitled, For purposes of this article , if one of the above-mentioned holidays falls on a Sunday and is celebrated on another day, then that day shall be considered the holiday and not Sunday. An employee who is required to work on a holiday will receive his holiday pay in addition to the remuneration outlined in Article XXVII - Overtime.

When one of the above-mentioned holidays falls within the vacation period of an employee, he will receive his holiday pay for this day.

ARTICLE XXIX

Seniority

a) All new employees who are hired to fill regular jobs shall serve a probationary period of three months and during this period shall not acquire any seniority rights. The seniority of employees who have completed their probationary period shall date back to their date of employment.

b) Seniority shall be determined in years, months and days on the basis of the date the employee was hired by the Company.

c) The Company will compile seniority lists of employees who have completed their probationary period, Copies of these lists will be posted on plant bulletin boards and will be given to the Union.

d) An employee shall lose his seniority rights under the following circumstances:

1. Dismissal for cause.
2. Voluntary resignation from the Company.
3. Absence of employee for one week without having notified the Company to this effect.
4. An employee having been temporarily laid off who does not report to work within seven (7) days when recalled.
5. Employees who have been laid off for more than twelve (12) months in succession.

e) Outside employees will be divided into two departments for seniority purposes:

1. Bar Service Employees.
2. Assistant Route Salesmen, City Route Chauffeurs, Freight Chauffeurs, and Van Chauffeurs.

f) A lay-off in one department will not affect the other department. Lay-offs and recalls will be made on the basis of seniority providing ability and physical fitness are equal.

g) In the event of an employee being transferred from one department to the other department, the employee involved will carry with him his seniority.

h) In making transfers or promotions of employees, it is primary importance that the employees concerned have the necessary ability and plysical fitness. In the event of employees being equal on the above two factors, seniority shall count.

i) Seasonal employees are those engaged during peak distribution periods for jobs of a temporary nature which do not last longer than six months. There shall be no responsibility on the part of the Company for the re-employment of these employees and during their period of employment seasonal employees shall acquire no seniority rights.

A seasonal employee who is hired as a regular employee shall come under the provisions of paragraph (a) of this article. However, on completion of his probationary period his seniority shall be credited with the weeks or months served as a seasonal employee. The additional seniority so acquired shall apply only in cases of transfers, promotions, lay-offs and recalls. Seasonal employees will be entitled to holiday pay after three months' service each year.

ARTICLE XXX

Grievance Procedure

a) Should any grievance arise between the Union and the Company or between one of the employees covered by this part of the Agreement and the Company in the matter of the interpretation or enforcement of this Agreement, no work stoppage or slowdown shall occur therefrom, but an earnest endeavour shall be made to solve the grievance in the manner slown below.

b) The Union shall establish a grievance committee composed of four (4) employees representing the outside employees, This committee shall elect a Chief Steward from among its members.

c) The Chief of the Local Grievance Committee, together with the Representative of Local 301, shall from the Outside Grievance Committee.

d) The Union understake to inform the local Manager and the Personnel Department of the names of the Local Greivance Committee members and also any changes which may take place time to time.

e) All grievances arising out of the interpretation or enforcement of this Agreement shall be dealt with in the following manner:

Step I Between the Foreman and the aggrieved employee or group pf employees, accompanied by their Steward:
Maximum delay for settlement : 1 working day.

Step II Between the Local Sales Manager or the Traffic Manager and the Local Grievance Committee:
Maximum delay for settlement : 2 working days.

Stel III Between the Secretary and/or Personnel Director of the Company and the Union's Outside Grievance Committee:
Maximum delay for settlement : 7 working days.

Step IV The grievance shall be referred to an arbitration committee in accordance with the provisions of the Quebec Trades Disputes Act.

f) Grievances and the answers thereto shall be put in writing after Step I of this procedure.

g) In the event of a grievance being taken to arbitration, the arbitrators shall not have power to add or subtract from or modify any of the terms of this Agreement.

SCHEDULE "A"

COLLECTIVE LABOUR AGREEMENT

DOW BREWERY LIMITED

and

LOCAL UNION NO. 301, MONTREAL AND QUEBEC CITY AND THE INTERNATIONAL UNION OF UNITED BREWERY, FLOUR, CEREAL, MALT, SOFT DRINK AND DISTILLERY WORKERS OF AMERICA (CCL-CIO)

CLASSIFICATION	Effective	MONTREAL Jan. 7/53	QUEBEC Jan. 7/53
Bar Equipment Pipe Washer (Quebec)		-	$1.29
Bar Equipment Serviceman (Montreal)		1.53	-
Bar Equipment Serviceman (Quebec)		-	1.40
Assistant Route Salesman		1.44	1.40
City Route Chauffeur		1.44	1.40
Freight Chauffeur		1.44	1.40
Van Chauffeur		1.53	1.49

PART II

SCHEDULE "B"

COLLECTIVE LABOUR AGREEMENT

DOW BREWERY LIMITED

and

LOCAL UNION NO. 301, MONTREAL AND QUEBEC CITY AND THE INTERNATIONAL UNION OF UNITED BREWERY, FLOUR, CEREAL, MALT SOFT DRINK AND DISTILLERY WORKERS OF AMERICA (CCL-CIO)

CLASSIFICATION	Effective	MONTREAL June 4/53	QUEBEC June 4/53
Bar Equipment Pipe Washer (Quebec)		-	$ 1.34
Bar Equipment Serviceman (Montreal)		1.58	-
Bar Equipment Serviceman (Quebec)		-	1.45
Assistant Route Salesman	(Effective June 1/53)	1.49	1.45
City Route Chauffeur	(Effective June 1/53)	1.49	1.45
Freight Chauffeur		1.49	1.45
Van Chauffeur		1.58	1.54

PART II

SCHEDULE "C"

COLLECTIVE LABOUR AGREEMENT

DOW BREWERY LIMITED

and

LOCAL UNION NO. 301, MONTREAL AND QUEBEC CITY AND THE INTERNATIONAL UNION OF UNITED BREWERY, FLOUR, CEREAL, MALT SOFT DRINK AND DISTILLERY WORKERS OF AMERICA (CCL-CIO)

CLASSIFICATION	MONTREAL Effective Oct. 5/53	QUEBEC Oct. 5/53
Bar Equipment Pipe Washer (Quebec)	-	$ 1.51
Bar Equipment Serviceman (Montreal)	$1.78	-
Bar Equipment Serviceman (Quebec)	-	1.64
Assistant Route Salesman	1.49	1.45
City Route Chauffeur	1.49	1.45
Freight Chauffeur	1.68	1.64
Van Chauffeur	1.78	1.74

In witness whereof the parties have signed this Agreement at the City of Montreal this 3rd day of June, One Thousand Nine Hundred and Fifty-three.

DOW BREWERY LIMITED

Wilfrid Gagnon
President

Unreadable
Secretary

LOCAL UNION NO. 301 MONTREAL AND QUEBEC CITY AND THE INTERNATIONAL UNION OF BREWERY, FLOUR, CEREAL, MALT, SOFT DRINK AND DISTILLERY WORKERS OF AMERICA (CIO-CCL).

Unreadable
President

Unreadable
Special Representative

Georges Hamel
Treasurer

For the International Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers od America.

Unreadable
Secretary

AMENDMENT

The parties hereto mutually agree that the Labour Agreement executed between them and dated June 3, 1953, is hereby amended by substituting for Article XVIII thereof the following Article:

"This Agreement be in full force and effect for a term commencing October 1, 1953, and ending October 1, 1954. - After such period it shall be renewed for one-year period unless one of the parties gives to the other between the sixtieth and thirtieth day preceding the date of expiration of this Agreement a written notice informing the latter that it wishes to terminate, amend or to negotiate a new Agreement.

However, this Agreement shall be retroactive to June the 3rd. 1953, except of and when otherwise stipulated in any article, in which cases, it shall be retroactive as stipulated".

MONTREAL, October, 23, 1953.

DOW BREWERY LIMITED

Wilfrid Cagnon
President

Unreadable
Secretary

LOCAL UNION NO. 301, MONTREAL AND QUEBEC CITY AND THE INTERNATIONAL UNION OF UNITED BREWERY, FLOUR, CEREAL, SOFT DRINK AND DISTILLERY WORKERS OF AMERICA (CIO-CCL)

Unreadable
President

Unreadable
Special Representative

Georges Hamel
Treasurer

For the International Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers of America

Unreadable
Secretary

Unreadable

STIPULATION

Dow Brewery Limited hereinafter referred to as the "Company" and Local Union No. 301 of the International Union of United Brewery, Flour, Cereal, Malt, Soft Drink and Distillery Workers of America hereinafter referred to as the "Union", parties to a Collective Labour Agreement dated the 3rd day of June 1953 stipulate and agree as follows:

1. The employees of the Company classified as Checkers shall be included in the bargaining unit represented by the Union in accordance with the certificate granted by the Labour Relations Board of the Province of Quebec on March 17, 1953 and amended on May 21, 1953.

2. The employees of the Company classified as Checkers shall be subject to the provisions of the "General Conditions" and of "Part" of the Collective Labour Agreement signed by the Company and the Union on June 3, 1953.

3. The wage rates to be paid for the classification of Checkers shall be as follows:

Effective June 1, 1953

$1.43 per hour for the employees of the Montreal plants.
$1.39 per hour for the employees of the Quebec plant.

Effective October 5, 1953

$1.61 per hour for the employees of the Montreal plants.
$1.57 per hour for the employees of the Quebec plant.

Signed by the parties hereto at the City of Montreal, this thirteenth day of August One Thousand Nine Hundred and Fifty-three.

DOW BREWERY LIMITED

Wilfrid Gagnon
PRESIDENT

Allen Magee
Secretary

LOCAL UNION NO. 301,
MONTREAL AND QUEBEC CITY
AND THE INTERNATIONAL UNION
OF UNITED BREWERY, FLOUR,
CEREAL, MALT, SOFT DRINK AND
DISTILLERY WORKERS OF
AMERICA
(CIO-CCL)

Fernand Jasmin
PRESIDENT

Roland Goedike
Special Representative

George Hamel
Treasurer

René Provencher
Secretary

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The National Union of Operating Engineers of Canada, represented by a Committee formed of employees of the Dow Brewery (Montreal), Dow Kingsbeer Brewery and Dow Brewery (Quebec City Plant), party of the first part and Dow Brewery Limited Having its Head office in the City of Montreal and owning and operating plants at 740 St. Maurice Street, known as the Dow Kingsbeer Brewery, at 355 Colborne Street, known as the Dow Brewery (Montreal) and in Quebec City, known as the Dow Brewery (Quebec City Plant), party of the second part to a Collective Labour Agreement dated the 5th of February 1953, hereby stipulate and agree as follows:

Effective the 15th of November 1953, the rates of pay described in Article 9 (a) shall be changed to the following;

	MONTREAL	QUEBEC CITY
Second-class Stationary Engineman	$2.00	$1.96
Third-class Stationary Engineman	1.78	1.74
Boiler Operator (Fireman with fourth-class certificate	1.68	1.64
Fireman "B"	1.55	1.51
Maintenance Serviceman	1.55	1.51

Signed by the parties hereto at the City of Montreal this second day of December, One Thousand Nine Hundred and Fifty-three.

DOW BREWERY LIMITED

(Signed) WILFRID GAGNON
Chairman and President

(Signed) A.G. MAGEE
Secretary

THE NATIONAL UNION OF OPERATING ENGINEERS OF CANADA

(Signed) P. DESSUREAULT
Business Agent

(Signed) AURELE GAUDETTE
Member of Committee
Dow Brewery (Montreal)

(Signed) ARCADE BERTRAND

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COLLECTIVE LABOUR AGREEMENT

between

DOW BREWERY LIMITED

990 Notre Dame Street West, Montreal
(hereinafter called the "Company")

and

LOCAL UNION NO. 301, MONTREAL AND QUEBEC CITY and the INTERNATIONAL UNION OF UNITED BREWERY, FLOUR, CEREAL, SOFT DRINK AND DISTILLERY WORKERS OF AMERICA, affiliated with the Canadian Congress of Labour and the Congress of Industrial Organizations
(hereinafter referred to as the "Union")

GENERAL CONDITIONS

ARTICLE I

Purpose

The purpose of this Agreement is to promote harmonious relations between the Company and its employees and to establish certain rules governing relations between them - The development of efficiency for the profitable operation of the Company's business - The working conditions of its employees and - To facilitate the solution of such problems within the jurisdiction of this Agreement as may arise from time to time.

ARTICLE II

Recognition

The Company recognizes the Union for the term and for the purposes of the present Agreement as the sole bargaining agency for the purpose of bargaining collectively for all Company employees within the scope of this Agreement, the whole in accordance with the certificate granted by the Labour Relations Board of the Province of Quebec on March 17, 1953 and amended on May 21, 1953. The employees so represented by the Union constitute the bargaining unit and the provisions of this Agreement shall apply only to the employees in the said bargaining unit.

ARTICLE III

Management Rights

a) The Union recognizes the exclusive right of the Company to manage the Company and direct the working forces, including the right to hire,

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dismiss, transfer, rate, promote, demote, or lay off, or otherwise discipline its employees, subject to the right of the employee concerned to lodge a grievance in the manner specified in Article XXIV or Article XXX, "Grievance Procedure", of this Agreement.

b) The Union also recognizes the exclusive right of the Company to maintain order, discipline and efficiency, to increase or decrease operations, to remove or install machinery or equipment, to introduce new or improved production or distribution methods or facilities, to regulate the quality of production and to increase or change equipment.

c) Not withstanding paragraphs "a" and "b" of this article, the Company agrees to meet periodically with the Union to review and discuss matters of mutual interest. The Company will also undertake to notify the Executive Committee or the Local Grievance Committee as much as possible in advance of any lay offs or recalls.

ARTICLE IV

Union Activities

a) With the exception of those duties specified in Article XXIV and Article XXX concerning the Grievance Procedure, no Union activities will be carried out in the plants or offices of the Company during working hours.

b) The Company shall grant leave of absence without pay to one employee, chosen by the Union, to carry out certain duties making it necessary for him to be absent from his job with the Company. This leave of absence will not exceed twelve months and during the leave the Union will absorb the cost of any contributions the Company would have made on behalf of the employee had he remained at work. The seniority status of the employee shall be maintained during the term of his absence in the same manner as if he had been at work for the Company.

c) The Company will also grant leave of absence without pay to a maximum of three (3) employees, chosen by the Union as representatives at the annual International, National or Provincial convention of the CIO - CCL, and for the presentation of the annual brief of the Quebec Federation of Industrial Unions to the Provincial Government.

d) Employees representing the Union in the negotiating of labour agreements with the Company, and the employees engaged in the grievance procedure as outlined in Article XXIV Steps I to IV, or Article XXX Steps I to III will be paid their regular rate of pay.

e) The Company will provide the Union with bulletin boards for the posting of notices of meetings or other official union notices, duly signed by an officer of the Union.

f) No discrimination, intimidation or coercion will be exercised against an employee on account of his affiliation with the Union.

ARTICLE V

Union Security

Union Shop

a) All employees in the bargaining unit shall be members of the Union as a condition of continued employment.

b) All new employees in the bargaining unit shall become members of the Union within thirty (30) days from the date of their employment as a condition of continued employment.

c) The Company will only be required to discharge an employee for:-

1. Non-payment of initiation fees
2. Non-payment of Union dues.

d) An employee may withdraw from membership in the Union within the thirty (30) day period prior to the termination of this Agreement.

Check-Off

On the receipt of written authorization from an employee, the Company will deduct from the employee's pay on the second week of each month the amount due the Union by the employee for Union dues and initiation fees. The Company will transmit to the authorized representative of the Union the total deductions from the pay of all employees who have submitted written authorization, with a list in duplicate for all employees so deducted. An employee may cancel his authorization in the thirty (30) day period prior to the termination of this Agreement.

ARTICLE VI

No Strikes and Lockouts

It is hereby agreed that the Union will not initiate, authorize, sanction, support or engage in any strike, work stoppage, or slowdown of work, and the Company will not lockout any employee or group of employees during the term of this Agreement, unless according to law, as this Agreement provides for the orderly and amicable settlement and adjustment of any and all disputes, differences and grievances.

ARTICLE VII

Vacations

The vacation year of the Company will be the twelve (12) month period beginning January 1st and ending December 31st of the same year.

Employees who have less than six (6) months seniority with the Company as of December 31st of the previous year, shall be entitled, within the next twelve (12) months, to a vacation of one-half (1/2) day with pay for every calendar month of seniority up to December 31st of the previous year.

Employees who have six (6) months or more but less than one (1) year seniority with the Company as of December 31st of the previous year, shall be entitled to an annual vacation of one (1) week with pay within the following twelve (12) months.

Employees who have (1) year or more but less than ten (10) years seniority with the Company shall be entitled to an annual vacation of two (2) weeks with pay. Employees who become eligible for the first time to two (2) weeks vacation with pay shall take such vacation between the date of completion of one (1) year seniority with the Company and December 31st of the same year. All other employees entitled to two (2) weeks vacation with pay shall be eligible to take such vacation during the regular vacation year of the Company.

Employees who have ten (10) years or more seniority with the Company shall be entitled to an annual vacation of three (3) weeks with pay. Employees who become eligible for the first time to three (3) weeks vacation with pay shall take such vacation between the date of completion of ten (10) years seniority with the Company and December 31st of the same year. All other employees entitled to three (3) weeks vacation with pay shall be eligible to take such vacations during the regular vacation year of the Company.

Employees who have twenty-five (25) years or more seniority with the Company shall be entitled to an annual vacation of four (4) weeks with pay. Employees who become eligible for the first time to four (4) weeks vacation with pay shall take such vacation between the date of completion of twenty-five (25) years seniority with the Company and December 31st of the same year. All other employees entitled to four (4) weeks vacation with pay shall be eligible to take such vacations during the regular vacation year of the Company.

Employees who are absent for reasons other than illness verified to the satisfaction of the Company or who are laid off for more than fifty (50) working days during the current vacation year may elect either to take their regular vacation with pay, or to work all or part of such vacation and receive, in addition to pay for time worked, the 2%, 4%, 6% or 8% vacation pay to which their seniority entitles them.

Vacation Pay

Employees entitled to less than one (1) week's vacation with pay will be paid 2% of their wages for the period they worked up to December 31st of the previous year.

Employees entitled to one (1) week's vacation with pay will be paid 2% of their wages for the twelve-month period ending December 31st of the previous year, or an amount equivalent to their regular hourly day rate of pay multiplied by their regular work week, whichever is the greater.

Employees entitled to two (2) weeks' vacation with pay will be paid 4% of their wages for the twelve-month period ending December 31st of the previous year, or an amount equivalent to twice their regular hourly day rate of pay multiplied by their regular work week, whichever is the greater.

Employees entitled to three (3) weeks' vacation with pay will be paid 6% of their wages for the twelve-month period ending December 31st of the previous year, or an amount equivalent to three time their regular hourly day rate of pay multiplied by their regular work week, whichever is the greater.

Employees entitled to four (4) weeks' vacation with pay will be paid 8% of their wages for the twelve-month period ending December 31st of the previous year, or an amount equivalent to four times their regular hourly day rate of pay multiplied by their regular work week, whichever is the greater.

All vacations are subject to the established vacation rules of the Company and vacations will be granted during the period desired by the employees whenever possible.

ARTICLE VIII

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 four (4) hours in that day. If the employee works at a temporary job for less than four (4) hours in any day, he will be paid his regular 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.

Should, however, an employee be transferred to a lower paying job in preference to temporary lay-off due to lack of production, the said employee shall then be paid the wage of the temporary job to which he has been temporarily transferred.

ARTICLE IX

Shift Premiums

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

Any employee who starts to work between the hours of 12:00 noon and 5:59 p.m. shall be paid at his regular job classification rate as shown in Schedule "A" plus seven (7) cents for each hour worked.

Any employee who starts to work between the hours of 6:00 p.m. and 2:59 a.m. shall be paid at his regular job classification rate as shown in Schedule "A" plus ten (10) cents for each hour worked.

Any regular night shift employee who is called upon, for the convenience of the Company, to start his last shift of the week prior to 6:00 p.m., shall be paid at his regular job classification rate as shown in Schedule "A" plus ten (10) cents for each hour worked on this shift.

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

ARTICLE X

Emergency Work

Work performed by employees who are called in from outside the Company's plants for work of an emergency nature arising outside the regular working hours of the employee, shall be classified as emergency work and shall be paid as follows. Regardless of the time worked, the employee shall be paid at time and one-half for each hour worked, or shall receive at his regular rate the equivalent of three (3) hours remuneration, whichever is the greater.

ARTICLE XI

Displacement without Work

Should employees be called to work and find no work available, or should employees not be so advised before leaving the plant, or leaving their homes for the plant; or should they return to the plant for their next work period and be immediately dismissed, they shall receive the equivalent of two (2) hours of regular pay.

The above provisions shall not apply in cases of major breakdowns, power failures, or acts of God.

ARTICLE XII

Dismissal

a) All dismissals for cause shall be subject to the approval of the local Manager of the plant or department concerned.

b) Should a dismissed employee who has completed his probationary period believe that his case has not been fairly dealt with, the case shall become a grievance and shall be dealt with in accordance with Article XXIV "Grievance Procedure" from Step III on, or Article XXX from Step II on, if such dismissal is taken up with the local Manager or, in his absence, the designated representative, within one (1) working day of the date of dismissal.

ARTICLE XIII

Health and Safety

a) Both parties will co-operate to the fullest possible extent in the prevention of accidents and the promotion of safe work practices.

b) All employees will submit to medical examination by the Company doctor whenever requested to do so.

ARTICLE XIV

Illegal Acts

No provision in this Agreement shall authorize or approve any act or action by either party which is illegal or in contravention of any Federal or Provincial Legislation governing labour relations.

ARTICLE XV

Notices

Any notice required to be sent to the Union shall be effectively given when posted to Local 301 of the International Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers of America, 6001 St. Denis Street, Montreal, and any notice required to be given to the Company shall be effectively given when mailed to Dow Brewery Limited,990 Notre Dame Street West, Montreal.

ARTICLE XVI

Bereavement Allowance

Should a bereavement occur in an employee's immediate family (members of his household, parents, brothers or sisters) he may request a bereavement leave, and he shall be granted such time off with pay as is reasonable under the circumstances to enable him to look after funeral arrangements or to attend the funeral. The extent of such leave shall be in the discretion of the Company, depending upon the time of the bereavement in relation to his regular time off, the distance to be travelled, etc. The general standard of bereavement time off shall be three (3) consecutive days.

ARTICLE XVII

Advantages

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

ARTICLE XVIII

Duration

This Agreement shall become effective as of the first (1st) day of October 1955 and shall remain in full force and effect to and including the thirtieth (30th) day of September 1958.

PART I

INSIDE EMPLOYEES

This part of the Agreement covers all employees, as defined in Article II, other than Assistant Route Salesmen, City Route Chauffeurs, Freight Chauffeurs, Van Chauffeurs and Bar Service Employees.

ARTICLE XIX

Work Week

a) The regular work week shall be of forty (40) hours for all inside employees covered by this Agreement, with the exception of Watchmen who shall work a forty-five (45) hour week and Female Office Cleaners who shall work a twenty-five (25) hour week.

b) Employees working on a forty (40) hour week shall work five (5) days of eight (8) hours Monday through Friday inclusive, with the exception of employees whose work is of a continuous nature where the work schedule shall be give (5) days of eight (8) hours Sunday through Saturday inclusive.

c) Maintenance employees shall work five (5) days of seven (7) hours Monday through Friday inclusive, and five (5) hours on Saturday OR five (5) days of eight (8) hours Monday through Friday inclusive, as required by the Company.

d) Work Schedules for Watchmen and Female Office Cleaners will be established by the Company.

ARTICLE XX

Wages

a) The wage rate to be paid for each job classification covered by this part of the Agreement shall be as shown in Schedule "A" attached hereto and made a part hereof.

b) Seasonal employees who have never previously been employed on a regular basis by the Company shall be paid ten (10) cents per hour less than the wage rate referred to in paragraph (a) above.

ARTICLE XXI

Overtime & Premium Pay

a) Overtime at the rate of time and one half shall be paid to all employees for all hours worked in excess of their regular scheduled hours Monday through Friday.

b) Overtime at the rate of time and one half shall be paid for all hours worked on Saturdays, except in the cases of Maintenance and Fermenting employees and Watchmen, who shall be paid overtime pay at the rate of time and one half for all hours worked in excess of their regular scheduled hours.

c) Premium pay at the rate of double time shall be paid for all hours worked on Sundays and paid holidays except in the cases of Fermenting employees and Watchmen who shall be paid premium pay at the rate of time and one half for all hours worked in excess of their regular scheduled hours.

ARTICLE XXII

Holidays

The following days are recognized as holidays:

1. New Year's Day
2. Ash Wednesday
3. Good Friday
4. St. Jean Baptiste Day
5. Dominion Day
6. Labour Day
7. Thanksgiving Day
8. Immaculate Conception Day
9. Christmas Day

To be eligible to receive holiday pay, a regular employee must have completed his probationary period, and shall have worked on the scheduled work day prior to the holiday and the scheduled work day after the holiday unless such absence is permitted for one of the following reasons:

1. To attend the funeral of a member of his or her immediate family;
2. Due to a birth in the employee's immediate family;
3. Due to special circumstances, other than sickness, which must receive the prior approval of the Company.

Fermenting employees and Watchmen who are operating on a continuous shift basis will be eligible to receive holiday pay on their regular scheduled day off.

An employee eligible to receive holiday pay shall be paid holiday pay based on the number of regular scheduled hours the employee should have worked on that day had there been no holiday, at the employee's job rate plus any shift premium to which he is entitled. For purposes of this article, if one of the above-mentioned holidays falls on a Sunday and is celebrated on another day, then that day shall be considered the holiday and not Sunday. An employee who is required to work on a holiday will receive his holiday pay in addition to the remuneration outlined in Article XXI "Overtime".

When one of the above-mentioned holidays falls within the vacation period of an employee, he will receive his holiday pay for this day.

ARTICLE XXIII

Seniority

a) All new employees who are hired to fill regular jobs shall serve a probationary period of three (3) months and during this time shall not acquire any seniority rights. The seniority of employees who have completed their probationary period shall date back to their date of employment.

b) Seniority shall be determined in years, months and days of service with the Company on the basis of the date the employee was hired.

c) The Company will compile seniority lists of employees who have completed their probationary period. Copies of these lists will be posted on plant bulletin boards and will be given to the Union.

d) An employee shall lose his seniority rights under the following circumstances:

1. Dismissal for cause;
2. Voluntary resignation from the Company;
3. Absence of employee for one week without having notified the Company to this effect;
4. An employee having been temporarily laid off who does not report to work within seven (7) days when recalled;
5. Employees who have been laid off for more than twelve (12) months in succession.

e) 1- For the purposes of Transfers, Layoffs, Recalls and Promotions, the Company will be divided into the following units:

1. Colborne Street Plant
2. Quebec City Plant
3. Bottling House - Montreal
4. Maintenance - Montreal
5. Maintenance - Quebec
6. Garage - Montreal
7. Garage - Quebec

2- Transfers, Layoffs, Recalls and Promotions caused in one unit will not involve other units.

3- Employees may not be transferred from one unit to another except for medical reasons and providing they have the necessary ability to perform the work or for training purposes. In the case of transfers from one unit to another, the employee involved will carry with him his seniority.

4- Layoffs and recalls within a unit shall be made according to seniority except on jobs where special skill and ability are required. Promotions and transfers within a unit shall be made on the basis of seniority providing the employees in question have the same degree of ability, skill, initiative, experience and health.

f) Seasonal employees are those engaged during peak periods for jobs of a temporary nature which do not last more than six months. There shall be no responsibility on the part of the Company for the re-employment of these employees and, during their period of employment, seasonal employees shall acquire no seniority rights.

A seasonal employee who is hired as a regular employee shall come under the provisions of paragraph (a) of this article. However, on completion of his probationary period his seniority shall be credited with the weeks or months served as a seasonal employee. The additional seniority so acquired shall apply only in cases of vacations, transfers, promotions, layoffs and recalls. Seasonal employees will be entitled to holiday pay after three months' service each year.

g) In units where a night shift exists, a new employee - either regular or seasonal - who is not immediately placed on the night shift will be transferred to the night shift after completion of a normal training period providing there is an employee on the night shift with greater seniority and doing similar work who wishes to be transferred to the day shift.

ARTICLE XXIV

Grievance Procedure

a) Should any grievance arise between the Union and the Company or between one of the employees covered by this part of the Agreement and the Company in the matter of interpretation or enforcement of this Agreement, no work stoppage or slowdown shall occur therefrom, but an earnest endeavour shall be made to solve the grievance in the manner outlined below:

b) The Union shall establish in each unit a Local Grievance Committee. This Committee shall elect a Chief Steward from among its members.

c) The Chief Stewards of the Local Grievance Committees, together with the International Representative of the Union, shall form the Inside Grievance Committee.

d) The Union undertakes to inform the Local Manager and the Personnel Department of the names of the Local Grievance Committee members and also any changes which may take place from time to time.

e) All grievance arising out of the interpretation or enforcement of this Agreement shall be dealt with in the following manner:

Step I	Between the Foreman or Assistant Foreman of the Department and the aggrieved employee or group of employees, accompanied by their Steward: Maximum delay for settlement: 1 working day.
Step II	Between the Superintendent of the Department (where applicable) and the aggrieved employee or group of employees, accompanied by their Steward: Maximum delay for settlement: 1 working day.
Step III	Between the Local Manager and the Local Grievance Committee: Maximum delay for settlement: 2 working days.

Step IV — Between the Secretary and/or Personnel Director of the Company and the Union's Inside Grievance Committee: Maximum delay for settlement: 7 working days.

Step V — The grievance shall be referred to an arbitration committee in accordance with the provisions of the Quebec Trades Disputes Act.

f) Grievances and the answers thereto shall be put in writing after Step II of this procedure.

g) In the event of a grievance being taken to arbitration, the arbitrators shall not have power to add or subtract from or modify any of the terms of this Agreement.

PART I

SCHEDULE "A"

COLLECTIVE LABOUR AGREEMENT

DOW BREWERY LIMITED

and

LOCAL UNION NO. 301, MONTREAL AND QUEBEC CITY AND THE INTERNATIONAL UNION OF UNITED BREWERY, FLOUR, CEREAL, SOFT DRINK AND DISTILLERY WORKERS OF AMERICA (CCL-CIO)

CLASSIFICATION	RATE
Bartender	$ 1.87
Brewing Department Worker "A"	1.80
Brewing Department Worker "B"	1.74
Checker	1.80
Group Leader "A"	2.33
Group Leader "B"	2.08
Group Leader "C"	1.87
Labourer	1.74
Janitor (Female - Montreal)	1.41
Lift Truck Operator	1.80
Machine Attendant	1.74
Maintenance Serviceman	1.74
Maintenance Tradesman "A"	2.19
Maintenance Tradesman "B"	2.08
Maintenance Tradesman "C"	1.97
Maintenance Tradesman "D"	1.87
Maintenance Tradesman Helper	
First two years	1.74
Next two years	1.76
Thereafter	1.78
Storeroom Helper	1.74
Watchman	1.57

Effective October 1, 1956 the above rates will be increased by five (5) cents per hour and by a further ten (10) cents per hour October 1, 1957.

PART II

OUTSIDE EMPLOYEES

This part of the Agreement covers employees working on the following jobs:

Assistant Route Salesmen; Bar Equipment Servicemen; Bar Equipment Pipe Washers; City Route Chauffeurs; Freight Chauffeurs; Van Chauffeurs.

ARTICLE XXV

Work Week

a) The regular work week shall be of forty (40) hours Monday through Friday inclusive for Bar Service employees.

b) The regular work week shall be of forty-five (45) hours Monday through Friday for Van and Freight Chauffeurs.

ARTICLE XXVI

Wages

a) The wage rates to be paid for each job classification covered by this part of the agreement shall be as shown in schedule "A" attached hereto and made a part hereof.

b) Assistant Route Salesmen and City Route Chauffeurs will be guaranteed weekly remuneration amounting to forty-five (45) hours times the rate for their classifications. During a week in which these employees work less or more than forty-five (45) hours, they shall be paid for forty-five (45) hours' work.

c) Assistant Route Salesmen and City Route Chauffeurs shall receive, in addition to the remuneration outlined in (a) and (b) above, a commission of one half ($\frac{1}{2}$) cent per case sold for Bottle Route employees and of five (5) cents per large barrel sold for Draught route employees. Spare Assistant Route Salesmen or Spare City Route Chauffeurs acting as additional crew over and above the normal number of personnel on a truck shall not draw any commission.

d) An Assistant Route Salesman or City Route Chauffeur who replaces a Route Salesman for more than three (3) consecutive months shall receive, in addition to the remuneration outlined in paragraphs (a) and (b) of this Article, a commission of three (3) cents per case sold for Bottle Route employees and thirty (30) cents per large barrel sold for Draught Route employees. It is understood that this special commission shall be paid only on sales made after the Route Salesman has been replaced for three (3) months.

e) Seasonal employees who have never previously been employed on a regular basis by the Company, will be paid ten (10) cents per hour less than the wage rate referred to in paragraph (a) above.

ARTICLE XXVII

Overtime & Premium Pay

a) Assistant Route Salesmen and City Route Chauffeurs shall not be eligible to receive overtime pay.

b) Freight and Van Chauffeurs shall be paid overtime at the rate of time and one half for all hours worked in excess of forty-five (45) hours Monday through Friday inclusive.

c) Bar Service employees shall be paid overtime at the rate of time and one half for all hours worked in excess of forty (40) hours Monday through Friday inclusive.

d) Bar Service employees and Freight and Van Chauffeurs shall be paid overtime at the rate of time and one half for all hours worked on Saturdays.

e) Bar Service employees and Freight and Van Chauffeurs shall be paid premium pay at the rate of double time for all hours worked on Sundays and Paid Holidays.

ARTICLE XXVIII

Holidays

NOTE: This Article applies only to Freight and Van Chauffeurs and Bar Service employees.

The following days are recognized as holidays:

1. New Year's Day
2. Ash Wednesday
3. Good Friday
4. St. Jean Baptiste Day
5. Dominion Day
6. Labour Day
7. Thanksgiving Day
8. Immaculate Conception Day
9. Christmas Day

To be eligible to receive holiday pay, a regular employee must have completed his probationary period, and shall have worked on the scheduled work day prior to the holiday and the scheduled work day after the holiday unless such absence is permitted for one of the following reasons:

1. To attend the funeral of a member of his or her immediate family.
2. Due to a birth in the employee's immediate family.
3. Due to special circumstances, other than sickness, which must receive the prior approval of the Company.

An employee eligible to receive holiday pay shall be paid holiday pay based on the number of regular scheduled hours the employee should have worked on that day, had there been no holiday, at the employee's job rate plus any shift premium to which he is entitled. For purposes of this article, if one of the above-mentioned holidays falls on a Sunday and is celebrated on another day, then that day shall be considered the holiday and not Sunday. An employee who is required to work on a holiday will receive his holiday pay in addition to the remuneration outlined in Article XXVII - Overtime.

When one of the above-mentioned holidays falls within the vacation period of an employee, he will receive his holiday pay for this day.

ARTICLE XXIX

Seniority

a) All new employees who are hired to fill regular jobs shall serve a probationary period of three (3) months and during this period shall not acquire any seniority rights. The seniority of employees who have completed their probationary period shall date back to their date of employment.

b) Seniority shall be determined in years, months and days of service with the Company on the basis of the date the employee was hired.

c) The Company will compile seniority lists of employees who have completed their probationary period. Copies of these lists will be posted on plant bulletin boards and will be given to the Union.

d) An employee shall lose his seniority rights under the following circumstances:

1. Dismissal for cause.
2. Voluntary resignation from the Company.
3. Absence of employee for one week without having notified the Company to this effect.
4. An employee having been temporarily laid off who does not report to work within seven (7) days when recalled.
5. Employees who have been laid off for more than twelve (12) months in succession.

e) Outside employees will be divided into the following units for seniority purposes:

1. Bar Service Employees - Montreal
2. Bar Service Employees - Quebec
3. Assistant Route Salesmen, City Route Chauffeurs, Freight Chauffeurs, and Van Chauffeurs - Montreal.
4. Assistant Route Salesmen and City Route Chauffeurs - Quebec.

f) A lay-off in one unit will not affect any of the other units. Lay-offs and recalls will be made on the basis of seniority providing ability and physical fitness are equal.

g) In the event of an employee being transferred from one unit to another, the employee involved will carry with him his seniority.

h) In making transfers or promotions of employees, it is of primary importance that the employees concerned have the necessary ability and physical fitness. In the event of employees being equal on the above two factors, seniority shall count.

i) Seasonal employees are those engaged during peak distribution periods for jobs of a temporary nature which do not last longer than six months. There shall be no responsibility on the part of the Company for the re-employment of these employees and during their period of employment seasonal employees shall acquire no seniority rights.

A seasonal employee who is hired as a regular employee shall come under the provisions of paragraph (a) of this article. However, on completion of his probationary period his seniority shall be credited with the weeks or months served as a seasonal employee. The additional seniority so acquired shall apply only in cases of vacations, transfers, promotions, layoffs and recalls. Seasonal employees will be entitled to holiday pay after three months' service each year.

ARTICLE XXX

Grievance Procedure

a) Should any grievance arise between the Union and the Company or between one of the employees covered by this part of the Agreement and the Company in the matter of the interpretation or enforcement of this Agreement, no work stoppage or slowdown shall occur therefrom, but an earnest endeavour shall be made to solve the grievance in the manner shown below.

b) The Union shall establish a grievance committee composed of four (4) employees representing the outside employees in Montreal and a Committee of three (3) employees representing the outside employees in Quebec. These committees shall elect a Chief Steward from among their members.

c) The Chief Stewards of these Grievance Committees together with the International Representative of the Union, shall form the Outside Grievance Committee.

d) The Union undertakes to inform the local Manager and the Personnel Department of the names of the Local Grievance Committee members and also of any changes which may take place from time to time.

e) All grievances arising out of the interpretation or enforcement of this Agreement shall be dealt with in the following manner:

Step I — Between the Foreman and the aggrieved employee or group of employees, accompanied by their Steward:
Maximum delay for settlement: 1 working day.

Step II — Between the Traffic Manager and the Local Grievance Committee: Maximum delay for settlement: 2 working days.

Step III — Between the Secretary and/or the Personnel Director of the Company and the Union's Outside Grievance Committee: Maximum delay for settlement: 7 working days.

Step IV — The grievance shall be referred to an arbitration committee in accordance with the provisions of the Quebec Trades Disputes Act.

f) Grievances and the answers thereto shall be put in writing after Step I of this procedure.

g) In the event of a grievance being taken to arbitration, the arbitrators shall not have power to add or subtract from or modify any of the terms of this Agreement.

PART II

SCHEDULE "A"

COLLECTIVE LABOUR AGREEMENT

DOW BREWERY LIMITED

and

LOCAL UNION NO. 301, MONTREAL AND QUEBEC CITY AND THE INTERNATIONAL UNION OF UNITED BREWERY, FLOUR, CEREAL, SOFT DRINK AND DISTILLERY WORKERS OF AMERICA (CCL-CIO)

CLASSIFICATION	RATE
Bar Equipment Pipe Washer	$1.74
Bar Equipment Serviceman	1.97
Assistant Route Salesman	1.68
City Route Chauffeur	1.68
Freight Chauffeur	1.87
Van Chauffeur	1.97

Effective October 1, 1956 the above rates will be increased by five (5) cents per hour and by a further ten (10) cents per hour October 1, 1957.

In witness whereof the parties have signed this Agreement at the City of Montreal this day of , One Thousand Nine Hundred and Fifty-five.

DOW BREWERY LIMITED

_____
President

_____
Secretary

LOCAL UNION NO. 301 MONTREAL AND QUEBEC CITY AND THE INTERNATIONAL UNION OF BREWERY, FLOUR, CEREAL, SOFT DRINK AND DISTILLERY WORKERS OF AMERICA (CIO-CCL).

_____
President

_____
International Representative

_____
Treasurer

_____
Secretary

C
O
P
Y

January 16, 1956.

National Union of Operating Engineers of Canada,
Local 850, United Construction Workers,
5316 Park Avenue, Room 27,
Montreal.

Dear Sirs:

It is hereby agreed and understood that Dow Brewery Limited, in recognition of the Collective Labour Agreement between your Union and the Company signed this 16th day of January 1956, will supply to each employee in the bargaining unit covered by this Agreement, two (2) sets of work clothing per year for the duration of the Agreement.

Each employee shall be responsible for cleaning, laundering, and maintaining at his own expense the work clothing given to him.

The type and design of the work clothing shall be of the Company's choice, and the Company shall be the judge of whether or not an employee's work clothing is in neat and clean order.

Yours truly,

A. J. Hunter
Secretary

Agreed to:

(Signed) P. Dessureault
General President

(Signed) Harry G. Browne
Member of Committee
Dow Brewery Limited (Montreal)

(Signed) Jean Paul Lacroix
Member of Committee
Dow Brewery Limited (Quebec City Plant)

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COPY

January 16, 1956.

National Union of Operating Engineers of Canada,
Local 850, United Construction Workers,
5316 Park Avenue, Room 27,
Montreal.

Dear Sirs:

It is hereby agreed and understood that the terms and conditions of the Agreement between your Union and this Company signed the 16th day of January 1956 will remain in effect until November 14, 1958 and such time thereafter until a new Agreement is negotiated, provided that written notice of the desire to negotiate such a new agreement is served by either party upon the other not more than sixty (60)days nor less than thirty (30) days prior to the date of termination of this agreement.

Yours truly,

A. J. Hunter,
Secretary

Agreed to:

(Signed) P. Dessureault

General President

(Signed) Harry G. Browne

Member of Committee
Dow Brewery Limited (Montreal)

(Signed) Jean Paul Lacroix

Member of Committee
Dow Brewery Limited (Quebec City Plant)

C
O
P
Y

DON MEWBURY LIMITED

Montreal, January 16, 1956.

National Union of Operating Engineers of Canada,
Local 850, United Construction Workers,
5316 Park Avenue, Room 27,
Montreal.

Dear Sirs:

It is hereby agreed and understood that in recognition of the Collective Labour Agreement between your Union and this Company, the following changes will be made in the Company's Blue Cross Plan and Group Life Assurance and Pension Plan.

BLUE CROSS PLAN

The Present Plan will be changed to a comprehensive type Blue Cross Plan and the Company will assume the full cost of the premiums.

GROUP LIFE INSURANCE

The Company will assume the full cost of the premiums of the present plan with the Sun Life Assurance Company of Canada.

PENSION PLAN

The present vesting rights will be amended so that an employee who has ten (10) years of service with the Company will have the right to vest his pension contributions together with fifty (50) percent of the Company's contributions, and for each year of service in excess of ten (10) years at an ascending rate of five (5) percent per year of the Company's contributions up to a maximum of one hundred (100) percent after twenty (20) years of service.

.. 2

It is also understood that these plans cover other employees of this Company and that these changes will be effective as soon as the necessary arrangements can be made with the Quebec Hospital Service Association and the Sun Life Assurance Company of Canada.

Yours truly,

A. J. Hunter
Secretary

Agreed to:

(Signed) P. Dessureault
General President

(Signed) Harry G. Browne
Member of Committee
Dow Brewery Limited (Montreal)

(Signed) Jean Paul Lacroix
Member of Committee
Dow Brewery Limited (Quebec City Plant)

Agreement entered into this 16th day of January, 1956.

BETWEEN

THE NATIONAL UNION OF OPERATING ENGINEERS OF CANADA, LOCAL 850, UNITED CONSTRUCTION WORKERS, represented by a Committee formed of employees of the Dow Brewery (Montreal), and Dow Brewery (Quebec City Plant).

PARTY OF THE FIRST PART

AND

DOW BREWERY LIMITED having its Head Office in the City of Montreal and owning and operating plants at 355 Colborne Street known as the Dow Brewery (Montreal), and in Quebec City known as the Dow Brewery (Quebec City Plant)

PARTY OF THE SECOND PART

PURPOSE

It is the expressed desire and purpose of the parties hereto to advance the mutual interests of the Employees and the Company. It is mutually recognized that it is the duty and responsibility of the Union, the Employees and the Company to cooperate fully towards the achievement of this purpose.

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" — The following plants of Dow Brewery Limited, namely:

1. Dow Brewery (Montreal)
2. Dow Brewery (Quebec City Plant)

b) "Union" — The National Union of Operating Engineers of Canada Local 850, United Construction Workers.

c) "Employees" — Regular Shift Stationary Engineers, Spare Stationary Engineers, and regular Boiler Room Firemen and helpers of the Steam and Refrigeration Departments of the Company.

d) "Plant" — Any of the following breweries:

1. Dow Brewery (Montreal)
2. Dow Brewery (Quebec City Plant)

e) "Union Negotiating Committee" — A Committee composed of two (2) representatives duly elected by the Employees, members of the Union. Each representative on this Committee must be from a different plant.

1. RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agency for all employees covered by this Agreement and agrees to deal with the Union through its properly chosen and duly elected Union Negotiating Committee. The Company will not interfere with or discriminate against any employee because of 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 the solicitation of membership. The Union further agrees not to conduct its Union activities on Company time except in the following cases:

a) When the Union Negotiating Committee meets with the Management of the Company;

b) When a member of the Union Negotiating Committee is called upon to handle a grievance as set forth in Article 2 of this Agreement.

When a member of the Union Negotiating Committee is required to absent himself in the performance of duties connected with the Union, he shall first obtain the approval of his foreman or, in Plants where there is no foreman, his Plant Engineer, before leaving his job.

2. GRIEVANCE PROCEDURE

a) The Union agrees to notify promptly the Plant Engineer of the names of the Union Negotiating Committee members who have been elected by the Employees of the Company, and also of any change which may take place from time to time.

b) Should any dispute arise between the Company and the Union as to the meaning and application of the provisions of this Agreement, or should any local trouble of any kind arise in the Plant, there shall be no suspension of work on account of such dispute, but an earnest effort shall be made by both parties hereto to settle immediately and without delay such dispute or trouble in respect of which the following grievance machinery is set up.

Step I — The Employee or group of Employees concerned may take the matter directly to his (or their) foreman or Plant Engineer in plants where there is no foreman, alone or accompanied by the member of the Union Negotiating Committee of his (or their) Department with a view to obtaining settlement of the grievance.

Step II — If the Employee or group of Employees are not satisfied with the decision given by the foreman, or Plant Engineer in plants where there is no foreman, he (or they) may seek the advice of the Personnel Director or his delegate, or present his (or their) grievance to his (or their) member of the Union Negotiating Committee who will discuss the grievance with the foreman or Plant Engineer.

Step III If the member of the Union Negotiating Committee and the Employee (or Employees) concerned are not satisfied with the decision given after the second interview with the foreman or Plant Engineer, the member of the Union Negotiating Committee will present the case to the Union Negotiating Committee. If the Union Negotiating Committee believes the grievance is justified, it will submit a written statement of the grievance to the Plant Engineer for the Quebec City Plant and the Chief Engineer of the Company for the Montreal Plants. A conference shall be arranged at a time mutually agreed upon within forty-eight (48) hours from receipt of such written statement. Both parties shall have the right to summon any witness to a meeting in order to obtain all evidence necessary to the settlement of the grievance.

Step IV If the case is not settled to the satisfaction of all concerned, the Union Negotiating Committee will meet with the Manager of the Plant for the Quebec City Plant and the Director of Engineering for the Montreal Plants, with a view to settling the grievance.

Step V Should the Union Negotiating Committee not be satisfied with the decision rendered by the Manager of the Plant or the Director of Engineering, the Committee will discuss the grievance with the Company's Secretary and/or Personnel Director. A conference shall be arranged at a time mutually agreed upon. A representative of the Union Head Office may accompany the Union Negotiating Committee at this meeting.

Step VI Should the conference between the Secretary and/or Personnel Director of the Company and the Union Negotiating Committee fail to reach an agreement, the case will be presented for arbitration.

c) Grievances or matters covered by this Agreement may be discussed with Management by the Union Negotiating Committee during working hours, but lengthy negotiations for the settlement of a dispute shall be conducted outside of working hours.

d) When the Company requests a meeting with any member of the Union Negotiating Committee, the Company will compensate the member for the time spent at his job rate of pay.

e) All decisions arrived at by agreement between the Management of the Company and the Union Negotiating Committee shall be put in writing and shall be final and binding upon the Union, the Company, and the Employees.

f) All requests for interviews on the part of the Union Negotiating Committee or the General Manager of the Company shall be submitted by letter. Such interviews shall take place within three (3) days from the receipt thereof. Subjects to be discussed shall be restricted to those set forth in the letter requesting the interview.

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.

3. ARBITRATION

In the event that no agreement is reached through the procedure set forth in Article 2 hereof, 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 the chairman chosen by such representatives. Should the representatives fail within five (5) days to agree on a chairman, the Minister of Labour of the Province of Quebec will be requested by the above-mentioned representatives to name a judge or magistrate to act as Chairman of the Arbitration Committee. After an Arbitration Committee has been formed by the foregoing procedure, it will meet and hear the evidence of both sides and render a decision within seven (7) days of the completion of the taking of evidence. The decision of the Arbitration Committee shall be final and binding upon both parties. The Company and the Union agree each to bear an equal share of any expense incurred as a result of the employment of a chairman to preside in any arbitration.

4. STRIKES AND LOCKOUTS

During the term of this Agreement, the Union agrees that there shall be no slowdown, strike, or other stoppage or interference with work, and the Company agrees that there will be no lockouts.

5. MANAGEMENT

The Management of the Company and the direction of the Employees including the right to hire, transfer, promote, lay off, recall or discharge for proper causes, and the right to relieve Employees from duties because of lack of work and for other legitimate reasons is vested exclusively in the Management of the Company in accordance with the terms of this Agreement.

6. DISMISSALS

All dismissals for cause shall be subject to the approval of the Manager of the Plant for Quebec City and the Director of Engineering for Montreal. When an employee feels that he has been unjustly dismissed, laid off or suspended, he must inform the Plant Engineer and the member of the Union Negotiating Committee from his Plant within forty-eight (48) hours that he questions such dismissal, suspension, or lay off. The matter from then on shall become a discussable grievance and shall be dealt with in the manner described in Article 2.

7. WORKING CONDITIONS

a) For the purpose of this Agreement, the Plants in question shall be classified in accordance with the Quebec Stationary Engineman's Act and regulations thereunder. The Chief Stationary Engineman (foreman of department) shall not form part of the regular shift.

b) Engineers in charge of each shift must be holders of stationary engineman's certificates in accordance with the Quebec Stationary Engineman's Act. The engineers in charge of a shift shall not normally be required to fire boilers or clean them either internally or externally.

c) Boiler Operators (Firemen) shall be the holders of fourth-class stationary engineman's certificates. (Boiler Room Operators who, at present, are not holders of fourth-class stationary engineman's certificates shall be given the period prescribed in the Stationary Engineman's Act plus an additional six (6) months to obtain this certificate).

d) Company personnel who are called upon to replace temporarily regular Boiler Operators (Firemen) or Helpers shall be subject to the terms of this Agreement with the exception of Article 18 and 19 while performing such work. The services of such personnel will be restricted to a minimum number of shifts consistent with the Company's policy regarding overtime work.

8. HOURS OF WORK

Forty (40) hours shall constitute a standard work week made up of five (5) shifts of eight (8) hours each.

No shift operator shall be required to work more than two (2) consecutive shifts without relief.

If an employee is required to work more than three (3) hours beyond his scheduled quitting time without prior notification, such Employee will be provided with a regular meal from the Plant Cafeteria or will be paid a supper allowance of one dollar ($1.00).

9. WAGES

a) Rates of Pay

Group Leader "A".....	$ 2.33
Second-class stationary engineman.....	2.19
Third-class stationary engineman.....	1.97
Boiler Operators (Firemen with fourth-class certificates)..	1.87
Fireman "B".....	1.74
Maintenance Serviceman	1.74

Effective November 15, 1956 these rates shall be increased by five (5) cents per hour, and by a further ten (10) cents per hour effective November 15, 1957.

b) Shift Premiums

Any employee who starts to work between the hours of 7:00 a.m. to 3:00 p.m. shall be paid his regular rate of pay as outlined in paragraph a) of this Article.

Any employee who starts to work between the hours of 3:00 p.m. to 11:00 p.m. shall be paid his regular rate of pay as outlined in paragraph a) of this Article plus seven (7) cents for each hour worked.

Any employee who starts to work between the hours of 11:00 p.m. to 7:00 a.m. shall be paid his regular rate of pay as outlined in paragraph a) of this Article plus ten (10) cents for each hour worked.

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

10. OVERTIME

a) Overtime shall be paid at the rate of time and one-half for all hours worked in excess of eight (8) hours per day and for any work done on the sixth (6) day in the work week.

b) Overtime shall be paid at the rate of double time for any work done on the seventh (7th) day in the work week.

In the event that an Employee is called upon to work later than his regular finishing hour for that day, such Employee will not be penalized in succeeding days through a reduction in his scheduled hours of work for the week providing there is regular work to be done in his department.

11. EMERGENCY WORK

Work performed by employees who are called in from outside the Company's plants for work of an emergency nature arising outside the regular working hours of the employee, shall be classified as emergency work and shall be paid as follows. Regardless of the time worked, the employee shall be paid at time and one-half for each hour worked, or shall receive at his regular rate the equivalent of three (3) hours remuneration, whichever is the greater.

12. HOLIDAYS

The following days are recognized as holidays:

1. New Year's Day
2. Ash Wednesday
3. Good Friday
4. St. Jean Baptiste Day
5. Dominion Day
6. Labour Day
7. Thanksgiving Day
8. Immaculate Conception Day
9. Christmas Day

To be eligible to receive holiday pay, an Employee must have completed his three (3) months' probationary period, and shall have worked on the scheduled work day prior to the holiday and the scheduled work day after the holiday unless such absence is permitted for one of the following reasons:

1. To attend the funeral of a member of his or her immediate family;

2. Due to a birth in the Employee's immediate family;

3. Due to special circumstances, other than sickness, which must receive the prior approval of the Company.

Holiday Pay

An employee, eligible to receive holiday pay shall be paid holiday pay based on eight (8) hours times the job rate plus any shift premium to which he is entitled. For the purposes of this article, if one of the above - mentioned holidays falls on a Sunday and is celebrated on another day, then that day shall be considered the holiday and not Sunday.

Employees required to work on any of the foregoing days or on the days on which they are observed shall be paid at their job rate plus their holiday pay. When one of the above-mentioned holidays falls on the day off or within the vacation period of an employee, he will receive his holiday pay for this day.

13. TRANSFERS

a) An employee required temporarily to fill another job paying a higher rate of pay shall receive the higher rate after four (4) or more hours on the job, but if required temporarily to fill a job paying a lower rate of pay, his regular rate of pay shall not be changed.

b) When an employee is transferred permanently to another job, he shall be paid at the rate of the new job.

c) When an employee is assigned any other job, he shall, if possible, be told whether it is a temporary assignment or whether it is permanent.

d) In order to obtain a higher certificate, employees may apply for transfer to other plants within the Company; such applications will be given due consideration by the Company when vacancies occur.

14. VACATIONS

The vacation year of the Company will be the twelve (12) month period beginning January 1st and ending December 31st of the same year. Employees who have less than six (6) months of continuous employment with the Company as of December 31st of the previous year, shall be entitled within the next twelve (12) months to a vacation of one-half (1/2) day with pay for every calendar month of continuous employment up to December 31st of the previous year.

Employees who have completed six (6) months or more but less than one (1) year of continuous employment with the Company as of December 31st of the previous year, shall be entitled to an annual vacation of one (1) week with pay within the following twelve (12) months.

Employees who have completed one (1) year or more but less than ten (10) years of continuous employment with the Company shall be entitled to an annual vacation of two (2) weeks with pay. Employees who become eligible for the first time to two (2) weeks vacation with pay shall take such vacation between the date of completion of one (1) year of continuous employment with the Company and December 31st of the same year. All other employees entitled to two (2) weeks vacation with pay shall be eligible to take such vacations during the regular vacation year of the Company.

Employees who have completed ten (10) years or more of continous employment with the Company shall be entitled to an annual vacation of three (3) weeks with pay. Employees who become eligible for the first time to three (3) weeks vacation with pay shall take such vacation between the date of completion of ten (10) years of continuous employment with the Company and December 31st of the same year. All other employees entitled to three (3) weeks vacation with pay shall be eligible to take such vacations during the regular vacation year of the Company.

Employees who have completed twenty-five (25) years or more of continuous employment with the Company shall be entitled to an annual vacation of four (4) weeks with pay. Employees who become eligible for the first time to four (4) weeks vacation with pay shall take such vacation between the date of completion of twenty-five (25) years of continuous employment with the Company and December 31st of the same year. All other employees entitled to four (4) weeks vacation with pay shall be eligible to take such vacations during the regular vacation year of the Company.

All vacations are subject to the established vacation rules of the Company and, where possible, consistent with the efficient operation of the department, shall be granted at the time of year chosen by the employee.

Vacation Pay

Employees entitled to less than one (1) week's vacation with pay will be paid 2% of their wages for the period they worked up to December 31st of the previous year.

Employees entitled to one (1) week's vacation with pay will be paid 2% of their wages for the twelve-month period ending December 31st of the previous year, or an amount equivalent to their regular hourly day rate of pay multiplied by forty (40), whichever is the greater.

Employees entitled to two (2) weeks' vacation with pay will be paid 4% of their wages for the twelve-month period ending December 31st of the previous year, or an amount equivalent to twice their regular hourly day rate of pay multiplied by forty (40), whichever is the greater.

Employees entitled to three (3) weeks' vacation with pay will be paid 6% of their wages for the twelve-month period ending December 31st of the previous year, or an amount equivalent to three (3) times their regular hourly day rate of pay multiplied by forty (40), whichever is the greater.

Employees entitled to four (4) weeks' vacation with pay will be paid 8% of their wages for the twelve-month period ending December 31st of the previous year, or an amount equivalent to four (4) times their regular hourly day rate of pay multiplied by forty (40), whichever is the greater.

15. SENIORITY

a) All new employees shall serve a probationary period of three months. During this period they shall not be entitled to any seniority rights. The seniority of employees who have completed their probationary period shall be dated back to their date of employment in the Company.

b) An employee shall lose his seniority rights under the following circumstances:

1. Dismissal for cause;

2. Voluntary resignation from the Company;

3. Absence without permission for one week;

4. An employee who has been temporarily laid off and who does not report for work within one week after being recalled;

5. Employees who have been laid off for more than twelve months in succession.

c) The seniority of employees will be calculated from the date that they were employed by the Company.

d) Seniority shall be reckoned by job classification within the respective plants of the Company. In cases of promotions, lay-offs or recalls, seniority shall govern provided the Company considers that the employees have the same degree of ability, skill and experience.

e) In the case of a layoff in one plant, employees working in other plants will not be affected.

f) In cases of promotions to jobs requiring certificates, preference will be given to employees within the plants of the Company in Montreal and Quebec and to the certificates they hold.

g) Any employee who believes that he has been unjustly treated with regard to transfers, promotions, layoffs and recalls shall have recourse to Grievance Procedure as outlined in this Agreement.

16. SAFETY AND HEALTH

The Company will continue to make provisions for the safety and health of its employees during the hours of their employment. Such devices as the Company requires to be worn and other equipment which, in the opinion of the Company is necessary for the safety and protection of the Employees, shall be provided by the Company.

17. BENEFITS

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

18. 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 Union.

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

19. UNION SHOP AGREEMENT

a) All employees who are members of the Union on the date of the signing of this Agreement shall remain members of the Union as a condition of continued employment.

b) All new employees shall become members of the Union within thirty (30) days from the date of his employment as a condition of continued employment.

c) All Employees not members of the Union shall become members of the Union within thirty (30) days as a condition of continued employment.

d) The Company will only be required to discharge an Employee for:

1. Non-payment of Union initiation fee

2. Non-payment of Union dues.

20. BEREAVEMENT ALLOWANCE

Should a bereavement occur in an employee's immediate family (members of his household, parents, brothers or sisters) he may request a bereavement leave, and he shall be granted such time off with pay as is reasonable under the circumstances to enable him to look after funeral arrangements or to attend the funeral. The extent of such leave shall be at the discretion of the Company, depending upon such factors as the time of the bereavement in relation to his regular time off and the distance to be travelled. The general standard of bereavement time off shall be three (3) consecutive days.

21. NOTICE

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

National Union of Operating Engineers of Canada,
Local 850, United Construction Workers,
Room 27, 5316 Park Ave,
Montreal. P.Q.

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

Dow Brewery Limited,
990 Notre Dame Street West,
Montreal. P. Q.

22. DURATION

This Agreement shall become effective the fifteenth (15th) day of November 1955 and shall remain in effect until the fourteenth (14th) day of November, 1958. If either party desires to negotiate a new Agreement it shall give notice in writing to the other party of the desire to negotiate such an Agreement not more than sixty (60) days nor less than thirty (30) days prior to the date of termination of this Agreement.

In witness whereof, the parties have signed this Agreement at the City of Montreal under the effective date of January sixteenth, one thousand nine hundred and fifty-six.

DOW BREWERY LIMITED

(Signed) Wilfrid Gagnon
Chairman and President

(Signed) R. J. Hunter
Secretary

THE NATIONAL UNION OF OPERATING ENGINEERS OF CANADA
LOCAL 850, UNITED CONSTRUCTION WORKERS

(Signed) P. Dessureault
General President

(Signed) Harry G. Browne
Member of Committee
Dow Brewery (Montreal)

(Signed) Jean Paul Lacroix
Member of Committee
Dow Brewery (Quebec City Plant)

COLLECTIVE LABOUR AGREEMENT

between

DOW BREWERY LIMITED

990 Notre Dame Street West, Montreal
(hereinafter called the "Company")

and

LOCAL UNION NO. 301, MONTREAL AND QUEBEC CITY and the INTERNATIONAL UNION OF UNITED BREWERY, FLOUR, CEREAL, SOFT DRINK AND DISTILLERY WORKERS OF AMERICA, affiliated with the Canadian Congress of Labour and the Congress of Industrial Organizations
(hereinafter referred to as the "Union")

GENERAL CONDITIONS

ARTICLE I

Purpose

The purpose of this Agreement is to promote harmonious relations between the Company and its employees and to establish certain rules governing relations between them - The development of maximum efficiency for the profitable operation of the Company's business - The working conditions of its employees and - To facilitate the solution of such problems within the jurisdiction of this Agreement as may arise from time to time.

ARTICLE II

Recognition

The Company recognizes the Union for the term and for the purposes of the present Agreement as the sole bargaining agency for the purpose of bargaining collectively for all Company employees within the scope of this Agreement, the whole in accordance with the certificate granted by the Labour Relations Board of the Province of Quebec on March 17, 1953 and amended on May 21, 1953. The employees so represented by the Union constitute the bargaining unit and the provisions of this Agreement shall apply only to the employees in the said bargaining unit.

ARTICLE III

Management Rights

a) The Union recognizes the exclusive right of the Company to manage the Company and direct the working forces, including the right to hire,

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dismiss, transfer, rate, promote, demote, or lay off, or otherwise discipline its employees, subject to the right of the employee concerned to lodge a grievance in the manner specified in Article XXIV or Article XXX, "Grievance Procedure", of this Agreement.

b) The Union also recognizes the exclusive right of the Company to maintain order, discipline and efficiency, to increase or decrease operations, to remove or install machinery or equipment, to introduce new or improved production or distribution methods or facilities, to regulate the quality of production and to increase or change equipment.

c) Not withstanding paragraphs "a" and "b" of this article, the Company agrees to meet periodically with the Union to review and discuss matters of mutual interest.

ARTICLE IV

Union Activities

a) With the exception of those duties specified in Article XXIV and Article XXX concerning the Grievance Procedure, no Union activities will be carried out in the plants or offices of the Company during working hours.

b) The Company shall grant leave of absence without pay to one employee, chosen by the Union, to carry out certain duties making it necessary for him to be absent from his job with the Company. This leave of absence will not exceed twelve months and during the leave the Union will absorb the cost of any contributions the Company would have made on behalf of the employee had he remained at work. The seniority status of the employee shall be maintained during the term of his absence in the same manner as if he had been at work for the Company.

c) The Company will also grant leave of absence without pay to a maximum of three employees, chosen by the Union as representatives at the annual International, National or Provincial conventions of the CIO-CCL.

d) Employees representing the Union in the negotiating of labour agreements with the Company, and the employees engaged in the grievance procedure as outlined in Article XXIV Steps I to IV, or Article XXX Steps I to III will be paid their regular rate of pay.

e) The Company will provide the Union with bulletin boards for the posting of notices of meetings or other official union notices, duly signed by an officer of the Union.

f) No discrimination, intimidation or coercion will be exercised against an employee on account of his affiliation with the Union.

ARTICLE V

Union Security

Union Shop

a) All regular employees in the bargaining unit shall be members of the Union as a condition of continued employment.

b) All new regular employees in the bargaining unit shall become member of the Union within thirty (30) days from the date of their employment as a condition of continued employment.

c) The Company will only be required to discharge an employee for:-

1. Non-payment of initiation fees
2. Non-payment of Union dues.

d) A regular employee may withdraw from membership in the Union within the thirty (30) day period prior to the termination of this Agreement.

Check-Off

On the receipt of written authorization from an employee, the Company will deduct from the employee's pay on the second week of each month the amount due the Union by the employee for Union dues and initiation fees. The Company will transmit to the authorized representative of the Union the total deductions from the pay of all employees who have submitted written authorization, with a list in duplicate for all employees so deducted. An employee may cancel his authorization in the thirty (30) day period prior to the termination of this Agreement.

ARTICLE VI

No Strikes and Lockouts

It is hereby agreed that the Union will not initiate, authorize, sanction, support or engage in any strike, work stoppage, or slowdown of work, and the Company will not lockout any employee or group of employees during the term of this Agreement, unless according to law, as this Agreement provides for the orderly and amicable settlement and adjustment of any and all disputes, differences and grievances.

ARTICLE VII

Vacations

The vacation year of the Company will be the twelve (12) month period beginning January 1st and ending December 31st of the same year.

Employees who have less than six (6) months of continuous employment with the Company as of December 31st of the previous year, shall be entitled, within the next twelve (12) months, to a vacation of one-half (1/2) day with pay for every calendar month of continuous employment up to December 31st of the previous year.

Employees who have completed six (6) months or more but less than one (1) year of continuous employment with the Company as of December 31st of the previous year, shall be entitled to an annual vacation of one (1) week with pay within the following twelve (12) months.

Employees who have completed one (1) year or more but less than fifteen (15) years of continuous employment with the Company shall be entitled to an annual vacation of two (2) weeks with pay. Employees who become eligible for the first time to two (2) weeks vacation with pay shall take such vacation between the date of completion of one (1) year of continuous employment with the Company and December 31st of the same year. All other employees entitled to two (2) weeks vacation with pay shall be eligible to take such vacation during the regular vacation year of the Company.

Employees who have completed fifteen (15) years or more of continuous employment with the Company shall be entitled to an annual vacation of three (3) weeks with pay. Employees who become eligible for the first time to three (3) weeks vacation with pay shall take such vacation between the date of completion of fifteen (15) years of continuous employment with the Company and December 31st of the same year. All other employees entitled to three (3) weeks vacation with pay shall be eligible to take such vacations during the regular vacation year of the Company.

Vacation Pay

Employees entitled to less than one (1) week's vacation with pay will be paid 2% of their wages for the period they worked up to December 31st of the previous year.

Employees entitled to one (1) week's vacation with pay will be paid 2% of their wages for the twelve-month period ending December 31st of the previous year, or an amount equivalent to their regular hourly day rate of pay multiplied by their regular work week, whichever is the greater.

Employees entitled to two (2) weeks' vacation with pay will be paid 4% of their wages for the twelve-month period ending December 31st of the previous year, or an amount equivalent to twice their regular hourly day rate of pay multiplied by their regular work week, whichever is the greater

Employees entitled to three (3) weeks' vacation with pay will be paid 6% of their wages for the twelve-month period ending December 31st of the previous year, or an amount equivalent to three time their regular hourly day rate of pay multiplied by their regular work week, whichever is the greater.

All vacations are subject to the established vacation rules of the Company and vacations will be granted during the period desired by the employees whenever possible.

ARTICLE VIII

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 four (4) hours in that day. If the employee works at a temporary job for less than four (4) hours in any day, he will be paid his regular 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.

Should, however, an employee be transferred to a lower paying job in preference to temporary lay-off due to lack of production, the said employee shall then be paid the wage of the temporary job to which he has been temporarily transferred.

ARTICLE IX

Shift Premiums

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

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

Any employee who starts to work between the hours of 6:00 p.m. and 2:59 a.m. shall be paid at his regular job classification rate as shown in Schedule "A" plus eight (8) cents for each hour worked.

Any regular night shift employee who is called upon, for the convenience of the Company, to start his last shift of the week prior to 6:00 p.m., shall be paid at his regular job classification rate as shown in Schedule "A" plus eight (8) cents for each hour worked on this shift.

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

ARTICLE X

Emergency Work

Work performed by employees who are called in from outside the Company's plants for work of an emergency nature arising outside the regular working hours of the employee, shall be classified as emergency work and shall be paid as follows. Regardless of the time worked, the employee shall be paid at time and one-half for each hour worked, or shall receive at his regular rate the equivalent of three (3) hours remuneration, whichever is the greater.

ARTICLE XI

Displacements without Work

Should employees be called to work and find no work available, or should employees not be so advised before leaving the plant, or leaving their homes for the plant; or should they return to the plant for their next work period and be immediately dismissed, they shall receive the equivalent of two (2) hours of regular pay.

The above provisions shall not apply in cases of major breakdowns, power failures, or acts of God.

ARTICLE XII

Dismissal

a) All dismissals for cause shall be subject to the approval of the local Manager of the plant or department concerned.

b) Should a dismissed employee who has completed his probationary period believe that his case has not been fairly dealt with, the case shall become a grievance and shall be dealt with in accordance with Article XXIV "Grievance Procedure from Step III on, or Article XXX from Step II on, if such dismissal is taken up with the local Manager or, in his absence, the designated representative, within one (1) working day of the date of dismissal.

ARTICLE XIII

Health and Safety

a) Both parties will co-operate to the fullest possible extent in the prevention of accidents and the promotion of safe work practices.

b) All employees will submit to medical examination by the Company doctor whenever requested to do so.

ARTICLE XIV

Service in the Armed Forces

Employees who enlist in the Armed Forces of Canada and who are entitled to reinstatement in civil employment under the regulations of the Veterans Benefit Act 1951 as amended, will be reinstate in their positions in the Company in accordance with the requirements of the Veterans Benefit Act 1951.

ARTICLE XV

Illegal Acts

No provision in this Agreement shall authorize or approve any act or action by either party which is illegal or in contravention of any Federal or Provincial Legislation governing labour relations.

ARTICLE XVI

Notices

Any notice required to be sent to the Union shall be effectively given when posted to Local 301 of the International Union of United Brewery, Flour, Cereal, Soft Drink and Distillery Workers of America, 6001 St. Denis Street, Montreal, and any notice required to be given to the Company shall be effectively given when mailed to Dow Brewery Limited, 990 Notre Dame Street West, Montreal.

ARTICLE XVII

Advantages

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

ARTICLE XVIII

Duration

This agreement shall become effective as of the first (1st) day of October 1954 and shall remain in full force and effect for a period of twelve (12) months thereafter. After such period it shall be renewed automatically for yearly periods 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.

PART I

INSIDE EMPLOYEES

This part of the Agreement covers all employees, as defined in Article II, other than Assistant Route Salesmen, City Route Chauffeurs, Freight Chauffeurs, Van Chauffeurs and Bar Service Employees.

ARTICLE XIX

Work Week

a) The regular work week shall be of forty (40) hours for all inside employees covered by this Agreement, with the exception of Watchmen who shall work a forty-five (45) hour week and Female Office Cleaners who shall work a twenty-five (25) hour week.

b) Employees working on a forty (40) hour week shall work five (5) days of eight (8) hours Monday through Friday inclusive, with the exception of employees whose work is of a continuous nature where the work schedule shall be five (5) days of eight (8) hours Sunday through Saturday inclusive.

c) Maintenance employees shall work five (5) days of seven (7) hours Monday through Friday inclusive, and five (5) hours on Saturday OR five (5) days of eight (8) hours Monday through Friday inclusive, as required by the Company.

d) Work Schedules for Watchmen and Female Office Cleaners will be established by the Company.

ARTICLE XX

Wages

a) The wage rate to be paid for each job classification covered by this part of the Agreement shall be as shown in Schedule "A" attached hereto and made a part hereof.

b) Seasonal employees who have never previously been employed on a regular basis by the Company shall be paid ten (10) cents per hour less than the wage rate referred to in paragraph (a) above.

ARTICLE XXI

Overtime

a) Overtime at the rate of time and one half shall be paid to all employees for all hours worked in excess of their regular scheduled hours Monday through Friday.

b) Overtime at the rate of time and one half shall be paid for all hours worked on Saturdays, except in the cases of Maintenance and Fermenting employees and Watchmen, who shall be paid overtime at the rate of time and one half for all hours worked in excess of their regular scheduled hours.

c) Overtime at the rate of double time shall be paid for all hours worked on Sundays and paid holidays except in the cases of Fermenting employees and Watchmen who shall be paid overtime at the rate of time and one half for all hours worked in excess of their regular scheduled hours.

ARTICLE XXII

Holidays

The following days are recognized as holidays:

1. New Year's Day
2. Ash Wednesday
3. Good Friday
4. St. Jean Baptiste Day
5. Dominion Day
6. Labour Day
7. Thanksgiving Day
8. Christmas Day

To be eligible to receive holiday pay, a regular employee must have completed his probationary period, and shall have worked on the scheduled work day prior to the holiday and the scheduled work day after the holiday unless such absence is permitted for one of the following reasons:

1. To attend the funeral of a member of his or her immediate family;
2. Due to a birth in the employee's immediate family;
3. Due to special circumstances, other than sickness, which must receive the prior approval of the Company.

Fermenting employees and Watchmen who are operating on a continuous shift basis will be eligible to receive holiday pay on their regular scheduled day off.

An employee eligible to receive holiday pay shall be paid holiday pay based on the number of regular scheduled hours the employee should have worked on that day had there been no holiday, at the employee's job rate plus any shift premium to which he is entitled. For purposes of this article, if one of the above-mentioned holidays falls on a Sunday and is celebrated on another day, then that day shall be considered the holiday and not Sunday. An employee who is required to work on a holiday will receive his holiday pay in addition to the remuneration outlined in Article XXI "Overtime".

When one of the above-mentioned holidays falls within the vacation period of an employee, he will receive his holiday pay for this day.

ARTICLE XXIII

Seniority

a) All new employees who are hired to fill regular jobs shall serve a probationary period of three (3) months and during this time shall not acquire any seniority rights. The seniority of employees who have completed their probationary period shall date back to their date of employment.

b) Seniority shall be determined in years, months and days of service with the Company on the basis of the date the employee was hired.

c) The Company will compile seniority lists of employees who have completed their probationary period. Copies of these lists will be posted on plant bulletin boards and will be given to the Union.

d) An employee shall lose his seniority rights under the following circumstances:

1. Dismissal for cause;
2. Voluntary resignation from the Company;
3. Absence of employee for one week without having notified the Company to this effect;
4. An employee having been temporarily laid off who does not report to work within seven (7) days when recalled;
5. Employees who have been laid off for more than twelve (12) months in succession.

e) 1- For the purposes of Transfers, Layoffs, Recalls and Promotions, the Company will be divided into the following units:

1. Colborne Street Plant
2. Quebec City Plant
3. Bottling House - Montreal
4. Maintenance - Montreal
5. Maintenance - Quebec
6. Garage - Montreal
7. Garage - Quebec

2- Transfers, Layoffs, Recalls and Promotions caused in one unit will not involve other units.

3- Employees may not be transferred from one unit to another except for medical reasons and providing they have the necessary ability to perform the work or for training purposes. In the case of transfers from one unit to another, the employee involved will carry with him his seniority.

4- Layoffs and recalls within a unit shall be made according to seniority except on jobs where special skill and ability are required. Promotions and transfers within a unit shall be made on the basis of seniority providing the employees in question have the same degree of ability, skill, initiative, experience and health.

f) Seasonal employees are those engaged during peak periods for jobs of a temporary nature which do not last more than six months. There shall be no responsibility on the part of the Company for the re-employment of these employees and, during their period of employment, seasonal employees shall acquire no seniority rights.

A seasonal employee who is hired as a regular employee shall come under the provisions of paragraph (a) of this article. However, on completion of his probationary period his seniority shall be credited with the weeks or months served as a seasonal employee. The additional seniority so acquired shall apply only in cases of transfers, promotions, layoffs and recalls. Seasonal employees will be entitled to holiday pay after three months' service each year.

g) In units where a night shift exists, a new employee - either regular or seasonal - who is not immediately placed on the night shift will be transferred to the night shift after completion of a normal training period providing there is an employee on the night shift with greater seniority and doing similar work who wishes to be transferred to the day shift.

ARTICLE XXIV

Grievance Procedure

a) Should any grievance arise between the Union and the Company or between one of the employees covered by this part of the Agreement and the Company in the matter of interpretation or enforcement of this Agreement, no work stoppage or slowdown shall occur therefrom, but an earnest endeavour shall be made to solve the grievance in the manner outlined below:

b) The Union shall establish in each unit a Local Grievance Committee. This Committee shall elect a Chief Steward from among its members.

c) The Chief Stewards of the Local Grievance Committees, together with the International Representative of the Union, shall form the Inside Grievance Committee.

d) The Union undertakes to inform the Local Manager and the Personnel Department of the names of the Local Grievance Committee members and also any changes which may take place from time to time.

e) All grievance arising out of the interpretation or enforcement of this Agreement shall be dealt with in the following manner:

Step I — Between the Foreman or Assistant Foreman of the Department and the aggrieved employee or group of employees, accompanied by their Steward: Maximum delay for settlement: 1 working day.

Step II — Between the Superintendent of the Department (where applicable) and the aggrieved employee or group of employees, accompanied by their Steward: Maximum delay for settlement: 1 working day.

Step III — Between the Local Manager and the Local Grievance Committee: Maximum delay for settlement: 2 working days.

Step IV — Between the Secretary of the Company and the Union's Inside Grievance Committee: Maximum delay for settlement: 7 working days.

Step V — The grievance shall be referred to an arbitration committee in accordance with the provisions of the Quebec Trades Disputes Act.

f) Grievances and the answers thereto shall be put in writing after Step II of this procedure.

g) In the event of a grievance being taken to arbitration, the arbitrators shall not have power to add or subtract from or modify any of the terms of this Agreement.

PART I

SCHEDULE "A"

COLLECTIVE LABOUR AGREEMENT

DOW BREWERY LIMITED

and

LOCAL UNION NO. 301, MONTREAL AND QUEBEC CITY AND THE INTERNATIONAL UNION OF UNITED BREWERY, FLOUR, CEREAL, SOFT DRINK AND DISTILLERY WORKERS OF AMERICA (CCL-CIO)

CLASSIFICATION	MONTREAL	QUEBEC
Bartender	$ 1.75	$ 1.71
Brewing Department Worker "A"	1.68	1.64
Brewing Department Worker "B"	1.62	1.58
Checker	1.68	1.64
Group Leader "A"	2.21	2.17
Group Leader "B"	1.96	1.92
Group Leader "C"	1.75	1.71
Labourer	1.62	1.58
Janitor (Female - Montreal)	1.29	-
Lift Truck Operator	1.68	1.64
Machine Attendant	1.62	1.58
Maintenance Serviceman	1.62	1.58
Maintenance Tradesman "A"	2.07	2.03
Maintenance Tradesman "B"	1.96	1.92
Maintenance Tradesman "C"	1.85	1.81
Maintenance Tradesman "D"	1.75	1.71
Maintenance Tradesman Helper		
First two years	1.62	1.58
Next two years	1.64	1.60
Thereafter	1.66	1.62
Storeroom Helper	1.62	1.58
Watchman	1.45	1.41

PART II

OUTSIDE EMPLOYEES

This part of the Agreement covers employees working on the following jobs:

Assistant Route Salesmen; Bar Equipment Servicemen; Bar Equipment Pipe Washers; City Route Chauffeurs; Freight Chauffeurs; Van Chauffeurs.

ARTICLE XXV

Work Week

a) The regular work week shall be of forty (40) hours Monday through Friday inclusive for Bar Service employees.

b) The regular work week shall be of forty-five (45) hours Monday through Friday for Van and Freight Chauffeurs.

ARTICLE XXVI

Wages

a) The wage rates to be paid for each job classification covered by this part of the agreement shall be as shown in schedule "A" attached hereto and made a part hereof.

b) Assistant Route Salesmen and City Route Chauffeurs will be guaranteed weekly remuneration amounting to forty-five (45) hours times the rate for their classifications. During a week in which these employees work less or more than forty-five (45) hours, they shall be paid for forty-five (45) hours' work.

c) Assistant Route Salesmen and City Route Chauffeurs shall receive, in addition to the remuneration outlined in (a) and (b) above, a commission of one half ($\frac{1}{2}$) cent per case sold for Bottle Route employees and of five (5) cents per large barrel sold for Draught route employees. Spare Assistant Route Salesmen or Spare City Route Chauffeurs acting as additional crew over and above the normal number of personnel on a truck shall not draw any commission.

d) Seasonal employees who have never previously been employed on a regular basis by the Company, will be paid ten (10) cents per hour less than the wage rate referred to in paragraph (a) above.

ARTICLE XXVII

Overtime

a) Assistant Route Salesmen and City Route Chauffeurs shall not be eligible to receive overtime pay.

b) Freight and Van Chauffeurs shall be paid overtime at the rate of time and one half for all hours worked in excess of forty-five (45) hours Monday through Friday inclusive.

c) Bar Service employees shall be paid overtime at the rate of time and one half for all hours worked in excess of forty (40) hours Monday through Friday inclusive.

d) Bar Service employees and Freight and Van Chauffeurs shall be paid overtime at the rate of time and one half for all hours worked on Saturdays.

e) Bar Service employees and Freight and Van Chauffeurs shall be paid overtime at the rate of double time for all hours worked on Sundays and Paid Holidays.

ARTICLE XXVIII

Holidays

NOTE: This Article applies only to Freight and Van Chauffeurs and Bar Service employees.

The following days are recognized as holidays:

1. New Year's Day
2. Ash Wednesday
3. Good Friday
4. St. Jean Baptiste Day
5. Dominion Day
6. Labour Day
7. Thanksgiving Day
8. Christmas Day

To be eligible to receive holiday pay, a regular employee must have completed his probationary period, and shall have worked on the scheduled work day prior to the holiday and the scheduled work day after the holiday unless such absence is permitted for one of the following reasons:

1. To attend the funeral of a member of his or her immediate family.
2. Due to a birth in the employee's immediate family.
3. Due to special circumstances, other than sickness, which must receive the prior approval of the Company.

An employee eligible to receive holiday pay shall be paid holiday pay based on the number of regular scheduled hours the employee should have worked on that day, had there been no holiday, at the employee's job rate plus any shift premium to which he is entitled. For purposes of this article, if one of the above-mentioned holidays falls on a Sunday and is celebrated on another day, then that day shall be considered the holiday and not Sunday. An employee who is required to work on a holiday will receive his holiday pay in addition to the remuneration outlined in Article XXVII - Overtime.

When one of the above-mentioned holidays falls within the vacation period of an employee, he will receive his holiday pay for this day.

ARTICLE XXIX

Seniority

a) All new employees who are hired to fill regular jobs shall serve a probationary period of three (3) months and during this period shall not acquire any seniority rights. The seniority of employees who have completed their probationary period shall date back to their date of employment.

b) Seniority shall be determined in years, months and days of service with the Company on the basis of the date the employee was hired.

c) The Company will compile seniority lists of employees who have completed their probationary period. Copies of these lists will be posted on plant bulletin boards and will be given to the Union.

d) An employee shall lose his seniority rights under the following circumstances:

1. Dismissal for cause.
2. Voluntary resignation from the Company.
3. Absence of employee for one week without having notified the Company to this effect.
4. An employee having been temporarily laid off who does not report to work within seven (7) days when recalled.
5. Employees who have been laid off for more than twelve (12) months in succession.

e) Outside employees will be divided into the following units for seniority purposes:

1. Bar Service Employees - Montreal
2. Bar Service Employees - Quebec
3. Assistant Route Salesmen, City Route Chauffeurs, Freight Chauffeurs, and Van Chauffeurs - Montreal.
4. Assistant Route Salesmen and City Route Chauffeurs - Quebec

f) A lay-off in one unit will not affect any of the other units. Lay-offs and recalls will be made on the basis of seniority providing ability and physical fitness are equal.

g) In the event of an employee being transferred from one unit to another, the employee involved will carry with him his seniority.

h) In making transfers or promotions of employees, it is of primary importance that the employees concerned have the necessary ability and physical fitness. In the event of employees being equal on the above two factors, seniority shall count.

i) Seasonal employees are those engaged during peak distribution periods for jobs of a temporary nature which do not last longer than six months. There shall be no responsibility on the part of the Company for the re-employment of these employees and during their period of employment seasonal employees shall acquire no seniority rights.

A seasonal employee who is hired as a regular employee shall come under the provisions of paragraph (a) of this article. However, on completion of his probationary period his seniority shall be credited with the weeks or months served as a seasonal employee. The additional seniority so acquired shall apply only in cases of transfers, promotions, lay-offs and recalls. Seasonal employees will be entitled to holiday pay after three months' service each year.

ARTICLE XXX

Grievance Procedure

a) Should any grievance arise between the Union and the Company or between one of the employees covered by this part of the Agreement and the Company in the matter of the interpretation or enforcement of this Agreement, no work stoppage or slowdown shall occur therefrom, but an earnest endeavour shall be made to solve the grievance in the manner shown below.

b) The Union shall establish a grievance committee composed of four (4) employees representing the outside employees in Montreal and a Committee of three (3) employees representing the outside employees in Quebec. These committees shall elect a Chief Steward from among their members.

c) The Chief Stewards of these Grievance Committees together with the International Representative of the Union, shall form the Outside Grievance Committee.

d) The Union undertakes to inform the local Manager and the Personnel Department of the names of the Local Grievance Committee members and also of any changes which may take place from time to time.

e) All grievances arising out of the interpretation or enforcement of this Agreement shall be dealt with in the following manner:

Step I	Between the Foreman and the aggrieved employee or group of employees, accompanied by their Steward: Maximum delay for settlement: 1 working day.
Step II	Between the Traffic Manager and the Local Grievance Committee: Maximum delay for settlement: 2 working days.
Step III	Between the Secretary of the Company and the Union's Outside Grievance Committee: Maximum delay for settlement: 7 working days.
Step IV	The grievance shall be referred to an arbitration committee in accordance with the provisions of the Quebec Trades Disputes Act.

f) Grievances and the answers thereto shall be put in writing after Step I of this procedure.

g) In the event of a grievance being taken to arbitration, the arbitrators shall not have power to add or subtract from or modify any of the terms of this Agreement.

PART II

SCHEDULE "A"

COLLECTIVE LABOUR AGREEMENT

DOW BREWERY LIMITED

and

LOCAL UNION NO. 301, MONTREAL AND QUEBEC CITY AND THE INTERNATIONAL UNION OF UNITED BREWERY, FLOUR, CEREAL, SOFT DRINK AND DISTILLERY WORKERS OF AMERICA (CCL-CIO)

CLASSIFICATION	MONTREAL	QUEBEC
Bar Equipment Pipe Washer (Quebec)	-	$1.58
Bar Equipment Serviceman (Montreal)	$1.85	-
Bar Equipment Serviceman (Quebec)	-	1.71
Assistant Route Salesman	1.56	1.52
City Route Chauffeur	1.56	1.52
Freight Chauffeur	1.75	1.71
Van Chauffeur	1.85	1.81

In witness whereof the parties have signed this Agreement at the City of Montreal this day of , One Thousand Nine Hundred and Fifty-four.

DOW BREWERY LIMITED

President

Secretary

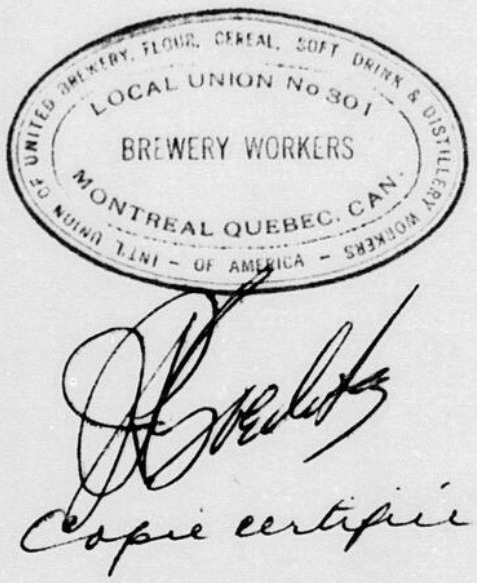
LOCAL UNION NO. 301 MONTREAL AND QUEBEC CITY AND THE INTERNATIONAL UNION OF BREWERY, FLOUR, CEREAL, SOFT DRINK AND DISTILLERY WORKERS OF AMERICA (CIO-CCL).

President

International Representative

Treasurer

Secretary



Copie certifiée

Agreement entered into this 20th day of December 1954 .

BETWEEN

THE NATIONAL UNION OF OPERATING ENGINEERS OF CANADA represented by a Committee formed of employees of the Dow Brewery (Montreal) Dow Kinsbeer Brewery and Dow Brewery (Quebe c City Plant) PARTY OF THE FIRST PART

DOW BREWERY LIMITED having its Head office in the City of Montreal and owning and operating planta at 740 St.Maurice Street known as the Dow Kinsbeer Brewery at 391 Colborne Street known as the Dow Brewery (Montreal) and in Quebec City known as the Dow Brewery (Quebec City Plant.)

PARTY OF THE SECOND PART

PURPOSE

It is the expressed desire and purpose of the parties hereto to advance the mutual interests of the Employees and the Company. It is mutually recognized that it is the duty and responsibility of the Union, the employees and the Company to cooperate fully towards the achievement of this purpose.

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 — the following planta of Dow Brewery Limited, namely,

1. Dow Brewery (Montreal)
2. Dow Kingsbeer Brewery
3. Dow Brewery (Quebec City Plant)

b) Union — The National Union of Operating Engineers of Canada.

(c) Employees — Regular Shift Stationary Engineers, spare stationary engineers, and regular boiler room Firemen and helpers of the Steam and Refrigeration Department of the Company.

(d) Plant — Any of the following breweries.

1. Dow Brewery (Montreal)
2. Dow Kingsbeer Brewery
3. Dow Brewert (Quebec City Plant)

19/4116

w) "Union Negotiating" Committeee. — A Committee composed of three (3) representatives duly elected by the Employees, members of the Union. Each representative on this Committee must be from a different plant.

1. RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agency for all employees covered by this agreement and agrees to deal with the Union through its properly chosen and fuly elected Union Negotiating Committee. The Company will not interfere with or discriminate against any employee because of 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 the solicitation of membership. The Union further agrees not to conduct its Union activities on Company time except in the following cases:

a) When the UnionNegotiating Committee meets with the Management of the Company:

b) When a member of the Union Negotiating Committee is called upon to handle a grievance as set forth in Article 2 of this agreement.

When a member of the Union Union Negotiating Committee is required to absent himself in the performance of duties connected with the Union, he shall first obtain the approval of hisforeman or, in Plants where there is no foreman, his Plant Eingeer, before leaving his job.

2. GRIEVANCE PROCEDURE

a) The Union agrees to notify promptly the Plant Engineer of the names of the Union, Negotiating Committee members who have been elected by the Employees of the Company, and also of any change which may take place from time to time.

b) Should any dispute arise between the Company and the Union as to the meaning and application of the provision of this agreement, or should any local trouble of any kind arise in the Plant, there shall beno suspension of work on account of such dispute, but an earnest effort shall be made by both partieshereto to settle immediately and without delay such dispute or trouble in respect of which the following grievance machinery is set up.

Step 1. The Employee or group of employees concerned may take the matter directly to his (or their) foreman or Plant Engineer in plants where there is no foreman, alone or accompanied by the member of the Union negotiating Committees of his (or their) Department with a view to obtaining settlement of the grievance.

Step 11 If the employee or group of employees are not satisfied with the decision given by the foreman, or Plant Engineer in plants where there is no foreman, he (or they) may seek the advice of the Personnel Supervisor, or present his (or their) grievance to his (or their) member of the Union Negotiating Committee who will discuss the grievance with the foreman or Plant Engineer.

Step III If the member of the Union Negotiating Committee and the Employee (or Employees) concerned are not satisfied with the decision given after the second interview with the foreman or Plant Engineer, the member of the Union Negotiating Committee will present the case to the Union Negotiating Committee. If the Union Negotiating Committee believes the grievance is justified, it will submit a written statement of the grievance to the Plant Engineer for the Quebec City Plant and the Chief Engineer of the Company for the Montreal Plants. A conference shall be arranged at a time mutually agreed upon within forty-eight (48) hours from receipt of such written statement. Both parties shall have the right to summon any witness to a meeting in order to obtain all evidence necessary to the settlement of the grievance.

Step IV If the case is not settled to the satisfaction of all concerned, the Union Negotiating Committee will meet with the Manager of the Plant for the Quebec City Plant and the Director of Engineering for the Montreal Plants, with a view to settling the grievance.

Step V Should the Union Negotiating Committee not be satisfied with the decision rendered by the Manager of the Plant or the Director of Engineering, the Committee will discuss the grievance with the Company's Secretary. A conference shall be arranged at a time mutually agreed upon. A representative of the Union Head Office may accompany the Union Negotiating Committee at this meeting.

Step VI Should the conference between the Secretary of the Company and the Union Negotiating Committee fail to reach an agreement, the case will be presented for arbitration.

c) Grievances or matters covered by this Agreement may be discussed with Management By the Union Negotiating Committee during working hours, but lengthy negotiations for the settlement of a dispute shall be conducted outside of working hours.

d) When the Company requests a meeting with any member of the Union Negotiating Committee, the Company will compensate the member for the time spent at his job rate of pay.

e) All decisions arrived at by agreement between the Management of the Company and the Union Negotiating Committee shall be put in writing and shall be final and binding upon the Union, the Company, and the Employees.

f) All requests for interview on the part of the Union Negotiating Committee or the General Manager of the Company shall be submitted by letter. Such interviews shall take place within three (3) days from the receipt thereof. Subjects to be discussed shall be restricted to those set forth in the letter requesting the interview.

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.

3. ARBITRATION

In the event that no agreement is reached through the procedure set forth in Article 2 hereof, the matter shall be referred to an Arbitration Committee consisting of an equal number of representatives (but no exceeding two (2) each) of the Company and the Union and the chairman chosen by such representatives. Should the representatives fail within five (5) days to agree on a chairman, the Minister of Labour of the Province of Quebec will be requested by the above-mentioned representatives to name a judge or magistrate to act as Chairman of the Arbitration Committee. After an Arbitration Committee has been formed by the foregoing procedure, it will meet and hear the evidence of both sides and render a decision within seven (7) days of the completion of the taking of evidence. The decision of the Arbitration Committee shall be final and binding upon both parties. The Company and the Union agree each to bear an equal share of any expense incurred as a result of the employment of a chairman to preside in any arbitration.

4. STRIKES AND LOCKOUTS

During the term of this Agreement, the Union agrees that there shall be no slowdown, strike, or other stoppage or interferance with work, and the Company agrees that there will be no lockouts.

5. MANAGEMENT

The management of the Company and the direction of the Employees including the right to hire, transfer, promote, lay off, recall or discharge for proper causes, and the right to relieve Employees from duties because of lack of work and for other legitimate reasons is vested exclusively in the Management of the Company in accordance with the terms of this Agreement.

6. DISMISSALS

All dismissals for cause shall be subject to the approval of the Manager of the Plant for Quebec City and the Director of Engineering for Montreal. When an employee feels that he has been unjustly dismissed, laid off or suspended, he must inform the Plant Engineer and the member of the Union Negotiating Committee from his Plant within forty-eight (48) hours that he questions such dismissal, suspension, or lay off. The matter from then on shall become a discussable grievance and shall be dealt with in the manner described in Article 2.

7. WORKING CONDITIONS

a) For the purpose of this Agreement, the Plants in question shall be classified in accordance with the Quebec Stationary Engineman's Act and regulations thereunder. The Chief Stationary Engineman (foreman of department) shall not form part of the regular shift.

b) Enginners in charge of each shift must be holders of stationary engineman's certificates in accordance with the Quebec Stationary Engineman's Act. The engineers in charge of a shift shall not normally be required to fire boilers or clean them either internally or externally.

c) Boiler Operators (Firemen) shall be the holders of fourth-class stationary enginemen's certificates. (Boiler Room Operators who, at present, are not holders of fourth-class stationary enginemen's certificates shall be given the period prescribed in the Stationary Engineman's Act plus an additional six (6) months to obtain this certificate.)

d) Company personnel who are called upon to replace temporarily regular Boiler Operators (Firemen) or Helpers shall be subject to the terms of this Agreement with the exception of Article 18 an 19 while performing such work. The services of such personnel will be restricted to a minimum number of shifts consistent with the Company's policy regarding overtime work.

8. HOURS OF WORK

Forty (40) hours shall constitute a standard work week made up of five (5) shifts of eight (8) hours each.

No shift operator shall be required to work more than two (2) consecutive shifts without relief.

In an employee is required to work more than three (3) hours beyond his scheduled quitting time without prior notification, such employee will be provided with a regular meal from the Plant Cafeteria or will be paid a supper allowance of fifty cents.

9. WAGES

a) Rates of pay

	Montreal	Quebec City
Second-class stationary engineman	$ 2.07	$ 2.04
Third- class stationary engineman	1.85	1.81
Boiler Operators (Firemen with fourth-class certificates)	1.75	1.71
Fireman "B"	1.62	1.58
Maintenance Serviceman	1.62	1.58

b) Shift Premiums

Any employee who starts to work between the hours of 7.00 a.m. to 3.00 p.m. shall be paid his regular rate of pay as outlined in parsgraph a) of this Article.

Any employee who starts to work between the hours of 3.00 p.m. to 11.00 p.m. shall be paid his regular rate of pay as outlined in paragraph a) of this Article plus five cents (5¢) for each hour worked.

Any employee who starts to work between the hours of 11.00 p.m. to 7.00 a.m. shall be paid his regular rate of pay as outlined in paragraph a) of this Article plus eight cents (8¢) for each hour worked.

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

10. OVERTIME

a) Overtime shall be paid at the rate of time and one-half for all hours worked in excess of eight (8) hours per day and for any work done on the sixth (6th) day in the work week.

b) Overtime shall be paid at the rate of double time for any work done on the seventh (7th) day in the work week.

In the event that an Employee is called upon to work later than His regular finishing hour for that day, such Employee will not be penalized in succeeding days through a reduction in his scheduled hours of work for the week providing there if regular work to be done in his department.

11. EMERGENCY WORK

Work performed by employees who are called in from outside the Company's plants for work of an emergency nature arising outside the regular working hours of the employee, shall be classified as emergency work and shall be paid as follows. Regardless of the time worked, the employee shall be paid at time and one-half for each hour worked, or shall receive at his regular rate the equivalent of three (3) hours remuneration, whichever is the greater.

12. HOLIDAYS

The following days are recognized as holidays:

1. New Year's Day
2. Ash Wednesday
3. Good Friday
4. St. Jean Baptiste Day
5. Dominion Day
6. Labour Day
7. Thanksgiving Day
8. Christmas Day

To be eligible to receive holiday pay, an Employee must have completed his three (3) months' probationary period, and shall have worked on the scheduled work day prior to the holiday and the scheduled work day after the holiday unless such absence is permitted for one of the following reasons:

1. To attend the funeral of a member of his or her immediate family;

2. Due to a birth in the Employee's immediate family;

3. Due to special circumstances, other than sickness, which must receive the prior approval of the Company.

Holiday Pay

An employee, eligible to receive holiday pay shall be paid holiday pay based on eight (8) hours times the job rate plus any shift premium to which he is entitled. For the purposes of this article, if one of the above - mentioned holidays falls on a Sunday and is celebrated on another day, then that day shall be considered the holiday and not Sunday.

Employees required to work on any of the foregoing days or on the days on which they are observed shall be paid at their job rate plus their holiday pay. When one of the above-mentioned holidays falls on the day off or within the vacation period of an employee, he will receive his holiday pay for this day.

13. TRANSFERS

a) An employee required temporarily to fill another job paying a higher rate of pay shall receive the higher rate after four (4) or more hours on the job, but if required temporarily to fill a job paying a lower rate of pay, his regular rate of pay shall not be changed.

b) When an employee is transferred permanently to another job, he shall be paid at the rate of the new job.

c) When an employee is assigned any other job, he shall, if possible, be told whether it is a temporary assignment or whether it is permanent.

d) In order to obtain a higher certificate, employees may apply for transfer to other plants within the Company; such applications will be given due consideration by the Company when vacancies occur.

14. VACATIONS

The vacation year of the Company will be the twelve (12) month period beginning January 1st and ending December 31st of the same year. Employees who have less than six (6) months of continuous employment with the Company as of December 31st of the previous year, shall be entitled within the next twelve (12) months to a vacation of one-half (1/2) day with pay for every calendar month of continuous employment up to December 31st of the previous year.

Employees who have completed six (6) months or more but less than one (1) year of continuous employment with the Company as of December 31st of the previous year, shall be entitled to an annual vacation of one (1) week with pay within the following twelve (12) months.

Employees who have completed one (1) year or more but less than fifteen (15) years of continuous employment with the Company shall be entitled to an annual vacation of two (2) weeks with pay. Employees who become eligible for the first time to two (2) weeks vacation with pay shall take such vacation between the date of completion of one (1) year of continuous employment with the Company and December 31st of the same year. All other employees entitled to two (2) weeks vacation with pay shall be eligible to take such vacations during the regular vacation year of the Company.

Employees who have completed fifteen (15) years or more of continuous employment with the Company shall be entitled to an annual vacation of three (3) weeks with pay. Employees who become eligible for the first time to three (3) weeks vacation with pay shall take such vacation between the date of completion of fifteen (15) years of continuous employment with the Company and December 31st of the same year. All other employees entitled to three (3) weeks vacation with pay shall be eligible to take such vacations during the regular vacation year of the Company.

Vacation Pay

Employees entitled to less than one (1) week's vacation with pay will be paid 2% of their wages for the period they worked up to December 31st of the previous year.

Employees entitled to one (1) week's vacation with pay will be paid 2% of their wages for the twelve-month period ending December 31st of the previous year, or an amount equivalent to their regular hourly day rate of pay multiplied by forth (40), whichever is the greater.

Employees entitled to two (2) weeks' vacation with pay will be paid 4% of their wages for the twelve-month period ending December 31st of the previous year, or an amount equivalent to twice their regular hourly day rate of pay multiplied by forty (40), whichever is the greater.

Employees entitled to three (3) weeks' vacation with pay will be paid 6% of their wages for the twelve-month period ending December 31st of the previous year, or an amount equivalent to three times their regular hourly day rate of pay multiplied by forty (40), whichever is the greater. All vacations are subject to the established vacation rules of the Company and, where possible, consistent with the efficient operation of the department, shall be granted at the time of year chosen by the employee.

15. SENIORITY

a) All new employees shall serve a probationary period of three months. During this period they shall not be entitled to any seniority rights. The seniority of employees who have completed their probationary period shall be dated back to their date of employment in the Company.

b) An employee shall lose his seniority rights under the following circumstances:

1. Dismissal for cause;

2. Voluntary resignation from the Company;

3. Absence without permission for one week;

4. An employee who has been temporarily laid off and who does not report for work within one week after being recalled;

5. Employees who have been laid off for more than twelve months in succession.

c) The seniority of employees will be calculated from the date that they were employed by the Company.

d) Seniority shall be reckoned by job classification within the respective plants of the Company. In cases of promotions, lay-offs or recalls, seniority shall govern provided the Company considers that the employees have the same degree of ability, skill and experience.

e) In the case of a layoff in one plant, employees working in other plants will not be affected.

f) In cases of promotions to jobs requiring certificates, preference will be given to employees within the plants of the Company in Montreal and Quebec and to the certificates they hold.

g) Any employee who believes that he has been unjustly treated with regard to transfers, promotions, lay offs and recalls shall have recourse to Grievance Procedure as outlined in this Agreement.

16. SAFETY AND HEALTH

The Company will continue to make provisions for the safety and health of its employees during the hours of their employment. Such devices as the Company requires to be worn and other equipment which, in the opinion of the Company is necessary for the safety and protection of the Employees, shall be provided by the Company.

17. BENEFITS

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

18. 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 Union.

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

19. UNION SHOP AGREEMENT

(a) All employees who are members of the Union on the date of the signing of this Agreement shall remain members of the Union as a condition of continued employment.

(b) All new employees shall become members of the Union within thirty (30) days from the date of his employment as a condition of continued employment.

(c) All employees not members of the Union shall become members of the Union within thirty (30) days as a condition of continued employment.

(d) The Company will only be required to discharge an Employee for:

1. Non-payment of Union initiation fee

2. Non-payment of Union dues.

20. DURATION OF AGREEMENT

This Agreement shall become effective as of the fifteenth (15th) day of November 1954, 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.

21. NOTICE

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

National Union of Operating Engineers
of Canada,
Room 27, 5316 Park Ave,
Montreal, P.Q.

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

Dow Brewery Limited,
990 Notre Dame Street West,
Montreal, P.Q.

In witness whereof, the parties have signed this Agreement at the City of Montreal under the effective date of December 20th, one thousand nine hundred and fifty-four.

DOW BREWERY LIMITED

Unreadable Gagnon
Chairman and President

Unredable
Secretary

THE NATIONAL UNION OF OPERATING ENGINEERING OF CANADA

P. Dessureault
Business Agent

Aurèle Gaudette
Member of Committee
Dow Brewery (Montreal)

Arcade Bertrand
Member of Committee
Dow Kingsbeer Brewery

Jean Claude Lacroix
Member of Committee
Dow Brewery (Quebec City Plant)