

S-1349 CANADA PACKERS CO. -

1949-50



## COMMISSION DE RELATIONS OUVRIERES DE LA PROVINCE DE QUEBEC

LABOUR RELATIONS BOARD OF THE PROVINCE OF QUEBEC.

286, RUE ST-JOSEPH,  
QUEBEC.7080, RUE HUTCHISON, BUREAU  
MONTREAL, SOUS-MINISTRE  
DU TRAVAIL

LETTRE RECUE

AVR 27 1950

Québec le 24 avril 1950.

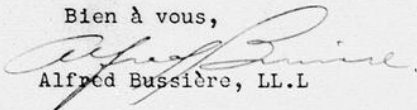
Monsieur Gérard Tremblay,  
Sous-ministre du Travail,  
Hôtel du Gouvernement,  
Québec, P.Q.

RE:- **Canada Packers Limited, Fertiliser &  
Feed Division, 6000 St. Patrick St. Mtl,  
&  
The Independent Syndicate of the Employees  
of Canada Packers Ltd, Fertiliser & Feed  
Division**

Monsieur le sous-ministre,

J'accuse réception de votre lettre du  
20 avril 1950, accompagnée pour dépôt  
de deux copies certifiées d'une convention de tra-  
vail, en date du 27 septembre 1949, intervenue entre  
les parties ci-dessus mentionnées et déposée au minis-  
tère du Travail, le 17 novembre 1949 sous le numéro  
1349.

Bien à vous,

  
Alfred Bussière, LL.L

/tr



49.50  
S.1349

MINISTÈRE DU TRAVAIL  
HÔTEL DU GOUVERNEMENT  
QUÉBEC

QUÉBEC, ce 20 avril 1950.

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

Sujet: Convention collective entre Canada Packers Limited,  
Fertiliser & Feed Division, 6000, St. Patrick St., Montreal,  
and The Independent Syndicate of the Employees of Canada Packers  
Ltd., Fertiliser & Feed Division.

Monsieur,

Conformément aux prescriptions du deuxième paragraphe de l'article 19-A de la Loi des Relations ouvrières (S.R.Q., chapitre 162-A et amendements), je vous inclus, pour dépôt, deux copies certifiées de cette convention datée du 27 septembre 1949 et déposée au ministère du Travail le 17 novembre 1949 en exécution de la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements), sous le numéro 1349.

Sincèrement à vous,

L'Assistant-Sous-Ministre

Donat Quimper

H-14



MINISTÈRE DU TRAVAIL  
HÔTEL DU GOUVERNEMENT  
QUÉBEC

Québec, ce 17 novembre, 1949.

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

Sujet: Convention collective entre Canada Packers Ltd.,  
Fertilizer & Feed Division, 6000, St. Patrick St., Mtl., & The Independent Syndicate of the  
Employees of Canada Packers Ltd., Fertilizer & Feed Division

Je vous inclus une copie du certificat constatant le dépôt  
de cette convention collective enregistrée au ministère du Travail  
en exécution de la Loi des Syndicats professionnels (S.R.Q., 1941.,  
chapitre 162 et amendements), le 17 novembre, 1949, sous le numéro  
1349.

Sincèrement à vous,

L'Assistant Sous-Ministre.

Donat Quimper



DEPARTMENT OF LABOUR  
PARLIAMENT BUILDINGS  
QUEBEC

Quebec, November 17th, 1949.

**Mr. G.D. Mungall, Manager,  
Canada Packers Limited, Fertilizer & Feed Division,  
6000, St. Patrick St.,  
Montreal.**

**Dear Sir:-**

Enclosed please find a certificate of the deposit made with the Department of Labour on **Nov. 17th, 1949**, under Number **1349** of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between **Canada Packers Ltd., Fertilizer & Feed Division, 6000, St. Patrick St., Montreal, & The Independent Syndicate of the Employees of Canada Packers Ltd., Fertilizer & Feed Division.**

The labour association party to the above mentioned agreement having been certified on **November 28th, 1947**, as bargaining agent by the Quebec Labour Relations Board, the deposit of such agreement with the Department of Labour has also the effect of the deposit contemplated in the Labour Relations Act (R.S.Q., 1941, Chapter 162-A and amendments).

Sincerely yours,

Assistant Deputy Minister.

**Donat Quimper  
EC. encl.**



MINISTÈRE DU TRAVAIL  
HÔTEL DU GOUVERNEMENT  
QUÉBEC

Québec, ce 17 novembre, 1949.

M. Lucien Daoust, secrétaire,  
The Independent Syndicate of the Employees of  
Canada Packers Ltd., Fertilizer & Feed Division,  
6000, St. Patrick St.,  
Montreal.

Monsieur le secrétaire,

Je vous inclus un certificat constatant le dépôt fait au ministère du Travail, le 17 novembre, 1949, sous le numéro 1349, de la convention collective conclue sous la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements) intervenue entre Canada Packers Ltd., Fertilizer & Feed Division, 6000, St. Patrick St., Montreal, & The Independent Syndicate of the Employees of Canada Packers Ltd., Fertilizer and Feed Division.

La partie ouvrière ayant été reconnue le 28 novembre, 1947, comme agent négociateur par la Commission de Relations ouvrières de Québec, le dépôt de cette convention au ministère du Travail a aussi les effets du dépôt exigé par la Loi des Relations ouvrières (S.R.Q., 1941, chapitre 162-A et amendements).

Veillez agréer l'expression de mes meilleurs sentiments.

L'Assistant-Sous-Ministre

Donat Quimper  
MC. incl.

H-2



**Loi des Syndicats Professionnels**

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

*Professional Syndicates' Act*

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

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

Numéro **1349**  
Number

Les présentes établissent que le **dix-septième**  
*It is hereby certified that on the*

jour du mois de **novembre**  
*day of the month of*

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

le ministère du Travail a reçu de  
*the Department of Labour has received from*

**Mr. G.D. Huggall, Manager, Canada Packers Limited, Fertiliser & Feed Division, 6000, St. Patrick St., Montreal,**

la convention mentionnée ci-après, laquelle a été déposée sous le numéro **1349**  
*the hereinafter mentioned agreement, which has been deposited under Number*

savoir:  
*to wit:*

Une convention collective en date du **27 septembre, 1949**  
*A collective agreement under date of*

intervenue entre:  
*between:*

**Canada Packers Limited, Fertiliser & Feed Division, 6000, St. Patrick St., Montreal, and The Independent Syndicate of the Employees of Canada Packers Ltd., Fertiliser & Feed Division. En vigueur du 27 septembre 1949 au 1er octobre 1950. Renouvellement automatique.**

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

Sceau - Seal

ce **dix-septième**  
*this*

jour du mois de

**novembre**

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

Assistant

Sous-ministre

Assistant

Deputy Minister

CANADA PACKERS LIMITED

FERTILIZER AND FEED DIVISION

6000 ST. PATRICK STREET  
MONTREAL



November 10, 1949.

The Labour Relations Board,  
Province of Quebec,  
4 Notre Dame Street East,  
MONTREAL.

Mr. Alfred Bussiere

Dear Sirs :

Independent Syndicate of Employees  
of Canada Packers Limited, Fertilizer & Feed Division.

A typographical error has been noted on the Labour Contract between our Company and the Independent Syndicate of Canada Packers' Employees, Fertilizer & Feed Division, copy of which was sent to you yesterday.

On Page 3, the year 1949 appears instead of 1950 and we enclose herewith a corrected copy of the page which we would ask you to substitute for Page 3 which you have already received.

Yours truly,

A handwritten signature in cursive script, appearing to read "G. D. Mungall".

G. D. Mungall,  
Manager

GDM:EF  
Encl.

this article,

*copy in exchange  
at annual fee*

Name .....No. ....  
Address .....

INDEPENDENT SYNDICATE OF THE EMPLOYEES OF CANADA PACKERS LIMITED  
FEED & FERTILIZER DIVISION  
6000 St. Patrick Street, Montreal.

I ..... being an Employee of Canada Packers Limited at its Plant at 6000 St. Patrick Street, Montreal, and a Member of the Independent Syndicate of the Employees of Canada Packers Limited, Feed & Fertilizer Division, 6000 St. Patrick Street, Montreal, hereby authorize and direct Canada Packers Limited to deduct monthly on the first pay-day of each calendar month from my earnings the sum of .50¢, this being my monthly dues to the said Syndicate, I further authorize Canada Packers Limited to pay the amounts so deducted to the Secretary-Treasurer of the above-mentioned Syndicate.

Signature .....Witness .....

Dated at ..... this .....day of ..... 19 ..

ARTICLE 5 - MAINTENANCE OF MEMBERSHIP

1. The Company agrees that any Employee who becomes a Member of the Syndicate shall maintain such Membership during the term of this Agreement.
2. Any Employee to whom Clause 1 of this Article applies may resign from Membership in the Syndicate from September 1st to September 30th, <sup>1950 (settled) 10 Nov 1949</sup> ~~1949~~ both dates inclusive.
3. No coercion or intimidation of any kind shall be practiced to compel or influence an Employee to join the Syndicate nor shall any discrimination of any kind whatever be practiced or permitted with respect to Employees who are or who become Members of the Syndicate.



Montréal, le 18 novembre 1949.

M. P.E. Bernier, secrétaire,  
Commission de relations ouvrières,  
Québec, P.Q.

Cher monsieur,

RE: Canada Packers Limited -et-  
Independent Syndicate of Employees  
of Canada Packers Limited, Fertiliser  
& Feed Division.

Je vous transmets ci-joints deux  
documents en date du 10 novembre se rapportant à l'affaire  
ci-dessus mentionnée.

Nous n'avons pas accusé réception de  
ces documents.

Veuillez me croire,

Bien à vous,

Robert Boudreau,  
Secrétaire-adjoint.

RB/LD



November 10, 1949.

The Labour Relations Board,  
Province of Quebec,  
4 Notre Dame Street East,  
MONTREAL.

Mr. Alfred Bussiere

Dear Sirs :

Independent Syndicate of employees  
of Canada Packers Limited, Fertilizer & Feed Division.

A typographical error has been noted on the Labour Contract between our Company and the Independent Syndicate of Canada Packers' employees, Fertilizer & Feed Division, copy of which was sent to you yesterday.

On Page 3, the year 1949 appears instead of 1950 and we enclose herewith a corrected copy of the page which we would ask you to substitute for Page 3 which you have already received.

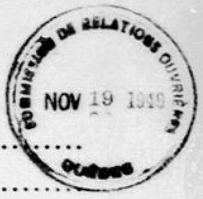
Yours truly,

G.D. Mungall,  
Manager

GLM:EF  
Encl.

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this article :

Name ..... No. ....

Address .....

INDEPENDENT SYNDICATE OF THE EMPLOYEES OF CANADA PACKERS LIMITED  
FEED & FERTILIZER DIVISION  
6000 ST. PATRICK ST., MONTREAL.

I .....being an employee of Canada Packers Limited at its Plant at 6000 St. Patrick St, Montreal, and a Member of the Independent Syndicate of the employees of Canada Packers Limited, Feed & Fertilizer Division, 6000 St. Patrick Street, Montreal, hereby authorize and direct Canada Packers Limited to deduct monthly on the first pay-day of each calendar month from my earnings the sum of .. 30¢, this being my monthly dues to the said Syndicate, I further authorize Canada Packers Limited to pay the amounts so deducted to the Secretary-Treasurer of the above-mentioned Syndicate.

Signature ..... Witness .....

Dated at .....this .....day of .....19...

ARTICLE 5 - MAINTENANCE OF MEMBERSHIP

1. The Company agrees that any Employee who becomes a Member of the Syndicate shall maintain such membership during the term of this Agreement.
2. Any Employee to whom Clause 1 of this Article applies may resign from Membership in the Syndicate from September 1st to September 30th, 1950, both dates inclusive.
3. No coercion or intimidation of any kind shall be practiced to compel or influence an Employee to join the Syndicate nor shall any discrimination of any kind whatever be practiced or permitted with respect to employees who are or who become Members of the Syndicate.

*deja copie*

November 10, 1949

The Labour Relations Board,  
Province of Quebec  
4 Notre Dame Street East,  
MONTREAL.

Mr. Alfred Bussière.

Dears Sirs;

Independent Syndicate of Employees  
of Canada Packers Limited, Fertilizer & Feed Division.

A typographical error has been noted on the Labour Contract between our Company and the Independent Syndicate of Canada Packers' Employees, Fertilizer & Feed Division, copy of which was sent to your yesterday.

On Page 3, the year 1949 appears instead of 1950 and we enclose herewith a corrected copy of the page which we would ask you to substitute for Page 3 which you have already received.

Yours truly.

G.D. Mungall,  
Manager.

GDM/EF  
Encl.

copie.

1349

Montreal, le 18 novembre 1949

M. P.E. Bernier, secrétaire.  
Commission de relations ouvrières  
Québec P.Q.

Cher monsieur,

RE: Canada Packers Limited et  
Independent Syndicate of Employees  
of Canada Packers Limited, Fertilizer  
& Feed Division.

Je vous transmets ci-joints deux documents  
en date du 10 novembre se rapportant à l'affaire ci-des-  
sus mentionnée.

Nous n'avons pas accusé réception de ces  
documents.

Veillez m'en croire.

Robert Boudreau  
Secrétaire adjoint.

RB/LD

QUEBEC, November 15th, 1949

Mr. G.D. Mungall, Manager,  
Canada Packers Limited,  
Fertilizer & Feed Division,  
6000 St. Patrick St.,  
MONTREAL.

RE: Canada Packers Limited, Fertilizer & Feed Division

&  
The Independent Syndicate of the Employees of Canada  
Packers Limited, Fertilizer & Feed Division.

Dear Sir;-

Section 23 of the Professional Syndicates Act by virtue of which the above mentioned Syndicate seems to be incorporated stipulates that any Collective Labour Agreement must be deposited by one of the signatory parties with the Minister of Labour.

Then Section 19-A of the Labour Relations Act, mentions that such deposit shall dispense the parties, from the transmission contemplated in Section 19 of that Law.

Therefore, we have sent to the Minister of Labour, the Collective Labour Agreement which you sent with your letter of November 9th 1949 concerning the above noted matter.

Yours very truly.

ALFRED BUSSIERE

mp/

Montreal, le 11 novembre 1949

Monsieur P.E. Bernier secrétaire.  
Commission de Relations Ouvrières  
317 Blvd Charest.  
QUEBEC.

RE: Canada Packers Limited  
&  
Independent Syndicate of Employees  
of Canada Packers Ltd., Fertilizer  
& Feed Division.

Cher monsieur,

Nous vous faisons parvenir lettre et contrat  
concernant l'affaire ci-dessus mentionnée, à laquelle nous  
n'avons pas donné suite.

Nous demeurons.

Bien à vous.

ROBERT BOUDREAU  
secrétaire-adjoint.

mp/

CANADA PACKERS LIMITED.-

6000 St. Patrick Street  
MONTREAL

November 9, 1949

The Labour Relations Board,  
Province of Quebec  
4 Notre Dame Street East.  
MONTREAL

Mr. Alfred Bussières.

Dear Sirs:

Independent Syndicate of Employees  
of Canada Packers Limited, Fertilizer & Feed Division.

We have your letter of November 4th with file reference No. 2300 and regret to note that we omitted to forward to you a copy of the Labour agreement which expires October 1st, 1950.

We are pleased to enclose a copy of this Agreement herewith.

Yours truly.

G.D. Mungall,  
Manager.

MP/

September 27, 1949

AGREEMENT BETWEEN

Canada Packers Limited, Fertilizer & Feed Division,  
6000 St. Patrick Street, Hereinafter called "The  
Company"

- and -

The Independent Syndicate of the Employees of Canada  
Packers Limited, Fertilizer & Feed Division, herein  
called the "Syndicate "

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

ARTICLE 1 - RECOGNITION.

The Company recognizes the Syndicate certified by the Labour  
Relations Board of the Province of Quebec as the exclusive bargaining  
agency for its Fertilizer & Feed Plant, located at 6000 St. Patrick  
Street, Montreal.

The Company will not bargain collectively with any other labour  
organization affecting Employees in the above mentioned Plant.

ARTICLE 2 OBJECTS.

The purpose of this Agreement is to define clearly all conditions  
of employment and to provide a method of settling differences or grie-  
vances which may arise from time to time.

In the interest of Employees and Company alike, the Syndicate agrees to co-operate with the Company in maintaining the highest quality of workmanship in the handling of products, premises equipment, etc.

ARTICLE 3. EMPLOYEES.

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

Executive Officers, Salesmen, Office and Clerical Staff including all in Superintendent's office and Time office, Superintendents, Foremen and weekly-paid Sub-Foremen, Security Staff.

ARTICLE 4. CHECK OFF

1. The Company agrees that upon receipt of written authorization in form prescribed in Clause 2 of this article it will, so long as such authorization remains in force, deduct from the Employees' pay on the first pay-day in each calendar month during the term of this Agreement the amount of Syndicate dues so authorized to be deducted and will transmit the total sum of the amounts so deducted to the Secretary Treasurer of the Syndicate on or before the first day of the following calendar month.
2. The following form of authorization is mutually agreed upon as the " prescribed form referred to in the next preceding clause of

This article

Name ..... No.....  
Address.....

INDEPENDENT SYNDICATE OF THE EMPLOYEES OF CANADA PACKERS LIMITED  
FEED & FERTILIZER DIVISION  
6000 St. Patrick Street, Montreal.

I..... being an Employee of Canada Packers Limited at its plant at 6000 St. Patrick Street, Montreal and a Member of the Independent Syndicate of the Employees of Canada Packers Limited Feed & Fertilizer division, 6000 St. Patrick Street, Montreal, hereby authorize and direct Canada Packers Limited to deduct monthly on the first pay-day of each calendar month from my earnings the sum of .50¢ this being my monthly dues to the said Syndicate, I further authorize Canada Packers Limited to pay the amounts so deducted to the Secretary- Treasurer of the above-mentioned Syndicate.

Signature..... Witness  
Dates at.....this .....day of 19

ARTICLE 5. MAINTENANCE OF MEMBERSHIP.

1. The Company agrees that any Employee who becomes a Member of the Syndicate shall maintain such Membership during the term of this Agreement.
2. Any employee to whom Clause 1 of this Article applies may resign from Membership in the Syndicate from September 1st to September 30th 1950 letter 10 nov. 1949 both dates inclusive.
3. No coercion or intimidation of any kind shall be practiced to compel or influence an Employee to join the Syndicate nor shall any discrimination of any kind whatever be practiced or permitted with respect to Employees who are or who become Members of the Syndicate.

ARTICLE 6. MANAGEMENT.

The Management and operation of the business, and suspension or discharge of Employees for just cause shall be vested solely in the management of the Company.

ARTICLE 7. SETTLEMENT OF COMPLAINTS AND GRIEVANCES.

1. Both the Company and the Syndicate emphasize the desirability of a satisfactory grievance procedure, the purpose of which will be to settle as many grievances as possible promptly and on the spot. It is agreed that consultation at any step in the following procedure will take place quietly and speedily so that any possible cause of friction may be reduced to a minimum.
- 2.- The Syndicate agrees to appoint or elect and the Company to recognize a Grievance Committee the Members of which shall be regular employees of the Company, to deal with matters affecting Employees in all Departments, A list of Members of this Committee shall be supplied to the Company.
3. The Grievance Committee shall be made up of three Members of the Syndicate.
4. Alleged grievances shall be dealt with progressively in the following manner:-
  - (a) Between the aggrieved Employees a Member of the Grievance Committee and the Foreman of the Department in which the Employee works.
  - (b) Between those involved in Section "A" above and the Superintendent.

(c) Between those involved in Section "B" above and the Manager ( if so desired, more Members of the Grievance Committee may attend.)

5. Meetings of the Grievance Committee shall be held at times suitable to the operations of the business by arrangement between the Plant Superintendent and the Syndicate. The Company will pay the Members of the Grievance Committee at their regular rates for time spent at meetings up to an average ~~of 24 hours per year~~ ~~total not exceeding 24 hours per year~~ total not exceeding 24 hours ~~per~~ Hours per Members during the term of the Agreement. Such hours shall not be included when calculating overtime or guaranteed time.

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

7. If settlement is not reached, the procedure prescribed by The Quebec Trade Dispute Act may be followed.

8. Interruptions of Production Strikes and Lockouts. It is agreed that there will be no slowdowns, interruptions of production strikes or lockouts during the term of this Agreement, nor will there be any strike vote taken by the Syndicate or its members during the term of this Agreement or ~~extension~~ thereof.

ARTICLE 8. WAGES.

The Company agrees to maintain wage rates in harmony with the rates of other Companies engaged in the similar type of business in the Province of Quebec.

ARTICLE 9. NIGHT PREMIUM.

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

ARTICLE 10. HOURS OF WORK AND OVERTIME.

1. The regular work-week shall be considered to be 48 hours consisting of days or varying lengths, but in no case shall the hours exceed 9 in one day.
2. The Company agrees to guarantee a minimum work-week of 40 hours subject to the provision of Section 9 of this Article
3. The schedule of work-week hours shall be determined by mutual Agreement between the Company and the Syndicate, and shall be changed from time to time to suit the seasonal peaks of the Industry.

If overtime is necessary, the Syndicate agrees to encourage Employees to work.

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

Hourly rated Employees:

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

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

6. (a) The Company agrees to pay all regular hourly-rated Employees at their regular rates whether they work or not for the normal hours of work on each of eight public holidays as follows:-

New Year's Day

Immaculate Conception

Day after New Year

Labour Day

Good Friday

St. Jean Baptiste Day

Christmas Day

Day after Christmas.

If any of these days falls on a Sunday, the day proclaimed in its stead by the Government of Canada shall be observed. No other holidays over and above these eight shall be observed and on all other days (Sundays excepted) Employees will work if required to do so and regular rates shall apply, excepting only that, if by competent authority some special and non-recurring public holiday of general observance is proclaimed, such day may

be observed and hourly-rates. Employees required to work on it shall, for the hours so worked, receive  $1\frac{1}{2}$  times their regular rates.

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

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

(d) Employees absent on the work-days next preceding or next following any Statutory holiday shall not be entitled to pay for such holiday unless the absentee receive permission from the Company.

7. Any hourly-rated Employee who has been called out to work and is dismissed for that day by reason of some cause for which he is not responsible, shall receive for that day at least four

Hours pay at his regular rate, except that for Saturday, he shall receive at least three hours pay at his regular rate.

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

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

10. The Company agrees to guarantee every Employee not otherwise excluded in every week of employment 40 hours pay at regular rates, subject to the following provisions. Premiums for night work shall not be considered when calculating what guarantee, if any, is to be paid.

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

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

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

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

(e) An employee who is employed after the first of the payroll week shall be guaranteed that fraction of 40 hours work which the number of days remaining of the payroll week is of his scheduled work week.

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

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

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

ARTICLE 11 REST PERIODS.

The Company agrees to grant Rest Periods of 10 minutes each during morning and afternoon shifts, provided the working time of the shift exceed 2½ hours. The Syndicate agrees that, except in cases of personal necessity, Employees shall not ask for additional time off during the working day.

The Syndicate agrees that Rest Periods are a privilege and shouldnt be abused.

ARTICLE 12 SENIORITY.

1. Seniority shall mean accumulated service with the Company.
2. Seniority shall start from the first day of employment.
3. Where Employees are hired for seasonal, work and remain in the Company's employ for periods of three months or more and work during consecutive seasons the actual time worked will be accumulated to the credit of the Employees affected.

ARTICLE 13. VACATIONS.

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

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

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

After one year's service	1 week
after five year's service	2 weeks
After twenty years' service.	3 weeks

(c) Vacation pay for each week of vacation for hourly rate<sup>4</sup> Employees shall be the normal weekly hours at the regular hourly rate ( weekly paid Employees, the weekly rate) provided that this amount may be reduced by one fifty-second ( $1/52$ ) for each week of absence exception absences which are:

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

(d) Employees who become entitled to 2 or 3 weeks' vacation in accordance with (b) above will become eligible for the second or third week's vacation as the case may be upon completion of the required years of service.

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

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

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

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

(1) Vacation with pay for which they were eligible at April 1st last preceding.

(2) One fifty-second of the vacation scale applicable in each case at time of separation for each week of service. computed back to April 1st.

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

(5) If a statutory holiday for which the Company contracts to pay falls within the Employee's vacation period, the Company will at its option either allow the Employee concerned a compensatory day's holiday with pay or make payment at regular scheduled rates for the hours normally worked on such statutory holiday. The vacation schedule shall not apply to seasonal workers.

ARTICLE 14. SAFETY AND HEALTH.

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

ARTICLE 15. SICK PAY AND WELFARE PLAN.

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

ARTICLE 16. GOVERNMENT REGULATIONS.

It is mutually agreed that no demand shall be made by either party to this Agreement upon the other party, which in any way contravenes laws, orders or regulations issued by, or under the authority of, the Government of Canada or that of the Province

of Quebec, or such agency as may be deputed by either of such governments from time to time in regard to Wages, Bonuses, Hours, Conditions of Labour, or other related matters.

ARTICLE 17 ABSENCE FROM WORK AND TARDINESS.

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

ARTICLE 18 SYNDICATE NOTICES.

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

ARTICLE 19 DURATION OF AGREEMENT.

This Agreement shall remain in full force and effect from the date hereof until the 1st of October 1950 and on a yearly basis thereafter. Notice to terminate or amend may be given before August 2nd in each year. During the period of negotiations this Agreement shall remain in force.

ARTICLE 20 LABOUR MANAGEMENT CO-OPERATION.

All parties affected by this Agreement agree to carry out the provisions therein with tolerance and understanding, and that labour and management will strive for the utmost cooperation in all matters for the benefit of Employee and Employer.

This Agreement is signed by the duly authorized officers of The Independent Syndicate of the Employees of Canada Packers Limited, Fertilizer & Feed Division and by the authorized local Manager of the Company's Plant at 6000 St. Patrick Street, as evidencing their Agreement to and concurrence in its terms.

For CANADA PACKERS LIMITED.

G.D. Mangall.

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Plant Manager.

For Independent Syndicate of  
The Employees of Canada Packers  
Limited, Fertilizer & Feed Division

Paul Carney.

President.

Alfred Richard.

Vice-President.

Lucien Daoust.

Secrétaire.