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Agreement entered into this fifth day of September 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 interest 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 required 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 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.

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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 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 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 Union Negotiating Committee during working hours, but

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

- d) When the Company request 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 interview 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 Grievances 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 perside in any arbitration.

4.- STRIKES AND LOCKOUTS

During the term of this Agreement, the Union agrees that there shall be no slowdown, 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 invested 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 the 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 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 number of shifts consistent with the Company's policy regarding overtime work.

8. HOURS OF WORK

Forty-eight (48) hours shall constitute a standard workweek 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.....\$1.15 per hour

Third-class stationary enginemen0.96 per hour.

Boiler Operators (Firemen with fourth-class certificates).....88 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 premium shall be deemed part of the regular rate of pay in the calculation of overtime 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 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

Employees, who have completed one year of continuous employment with the Company as of December 31st of the previous year, shall be entitled to an annual vacation of one week with pay within the following twelve months.

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

Employees, who have completed twenty-five years of continuous employment with the Company as of December 31st of the previous year, shall be entitled to an annual vacation of three weeks with pay within the following twelve months.

Employees, who have less than one year of continuous employment with the Company as of December 31st of the previous year, shall be entitled within the following twelve 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

Employees entitled to one 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 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 standard work week multiplied by their regular hourly day rate of pay, whichever is the greater.

Employees entitled to three 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 standard work week multiplied by their regular hourly day rate of pay, whichever is the greater.

Employees entitled to less than one week's vacation with pay will be paid 2% of their wages for the period they worked up to 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 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 fifth day of August, 1947, shall remain in effect until the thirty-first day of December 1947, 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,
1162, 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 August 5th, one thousand nine hundred and forty-seven.

THE NATIONAL BREWERIES LIMITED

Norman J. Dawes
President and Managing Director

H. Desbiens
Executive Vice-President

THE NATIONAL UNION OF OPERATING
ENGINEERS OF CANADA

F. Prézéau
President

Léo Adam
Member of Committee
Dawes Black Horse Brewery

D. Tremblay
Member of Committee
Dawes Draught Ale Brewery

Hilaire Haude
Member of Committee
Dow Brewery

Leslie A. Cooke
Member of Committee
Frontenac Brewery