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CONVENTION prenant effet le trente et unième jour d'octobre 1954, conclue

ENTRE:

IMPERIAL TOBACCO COMPANY OF CANADA,
LIMITED, EMPIRE BRANCH, RUE COWIE, GRANBY,
QUE., (ci-après appelée la "Compagnie")

PARTIE DE LA PREMIERE PART:

et

TOBACCO WORKERS INTERNATIONAL UNION,
LOCAL 242, affiliée à l'American Federa-
tion of Labour, une association volon-
taire, agissant pour le compte des
employés de l'Imperial Tobacco Company
of Canada, Limited, à l'usine à Empire
Branch, rue Cowie, Granby, Qué., (ci-
après appelée "l'Union")

PARTIE DE LA SECONDE PART:

RECONNAISSANT que l'intérêt de la Compagnie et de ses employés relève de la prospérité de l'entreprise dans son ensemble; reconnaissant de plus que le maintien des bonnes relations et du respect mutuel entre employeurs et employés peut grandement contribuer au maintien et à l'accroissement de cette prospérité, les parties contractantes se sont unies par la présente Convention ayant trait aux gages, aux heures et aux conditions de travail qui suivent:

1. DEFINITION DU TERME "EMPLOYES"

Le terme "employés" dans cette Convention désigne tous les employés de manufacture au-dessous du rang de surveillante qui travaillent à l'usine de la Compagnie, située à Empire Branch, rue Cowie, Granby, Qué., mais ne comprend pas le personnel de l'hôpital, le personnel du laboratoire, les instructeurs et les employés provisoires.

2. HEURES DE TRAVAIL

La semaine normale de travail se composera des heures suivantes:

OUVRIERS DE JOUR

5 journées de 8 heures
(du lundi au vendredi inclusivement) - 40 heures

MECANICIENS DE MACHINES FIXES - 3ième Classe

Equipes de 42 heures par semaine.

GARDIENS

Equipes de 49 heures par semaine.

3. SURTEMPS

Dans le cas des employés mentionnés dans cette clause, on considérera les heures suivantes comme surtemps qu'on paiera à temps et demi:

(a) OUVRIERS DE JOUR (ouvriers travaillant à la pièce et employés payés à l'heure, sauf ceux mentionnés dans la catégorie (b))

Les heures de travail en plus de huit (8) heures du lundi au vendredi inclusivement, ainsi que les heures de travail un jour de fête ou le samedi avant midi.

(b) GARDIENS ET MECANICIENS DE MACHINES FIXES - 3ième Classe

Les heures de travail en plus de leurs heures hebdomadaires déterminées.

Sauf dans le cas des employés de la catégorie (b), on considérera aussi comme surtemps les heures de travail du dimanche, les heures de travail après minuit de n'importe quel jour de la semaine ou après midi le samedi, qu'on paiera à temps double.

Pour calculer le montant de surtemps payable aux employés travaillant à la pièce, on établira le taux horaire en divisant le total de la somme gagnée aux taux à la pièce pendant la semaine durant laquelle le surtemps aura été fourni, par le nombre d'heures de travail aux taux à la pièce fournies durant cette même semaine. Ces employés recevront comme surtemps:

(a) leurs gages réguliers à la pièce plus la moitié du taux horaire ainsi établi pour chaque heure de surtemps à temps et demi;

(b) leurs gages réguliers à la pièce plus le plein taux horaire ainsi établi pour chaque heure de surtemps à temps double.

Un employé à salaire requis de fournir du surtemps sera payé seulement son salaire hebdomadaire régulier, à moins qu'il n'ait droit à du surtemps en vertu de la Loi du Salaire Minimum du Québec.

La Compagnie s'engage à continuer sa pratique actuelle de ne pas travailler les samedis, dimanches et fêtes, à moins qu'elle juge indispensable de le faire.

4. JOURS DE FETE

On considérera comme jours de fête les jours suivants: le Jour de l'An, l'Epiphanie, le Vendredi Saint, l'Ascension, la Saint-Jean-Baptiste, le Jour de la Confédération, la Fête du Travail, le Jour d'Actions de Grâces, la Toussaint, l'Immaculée-Conception et le Jour de Noël.

Les employés ayant deux mois de service continu qui travailleront le nombre d'heures requises le jour de travail précédant immédiatement et le jour de travail suivant immédiatement les fêtes susdites seront payés à leurs taux courants pour

huit (8) heures si la fête tombe du lundi au vendredi inclusivement.

Cependant, à la discrétion de la Direction de la manufacture, dans des circonstances spéciales, telles que:

1. Maladie certifiée,
2. Mortalité dans la famille immédiate,
3. Assignation comme juré,
4. Permission par écrit,

on paiera un employé qui est absent soit le jour de travail cédulé précédant immédiatement ou soit le jour de travail cédulé suivant immédiatement le jour de fête, pourvu que l'employé ne soit pas absent ces deux jours-là et pourvu aussi que son absence ne dépasse pas une semaine.

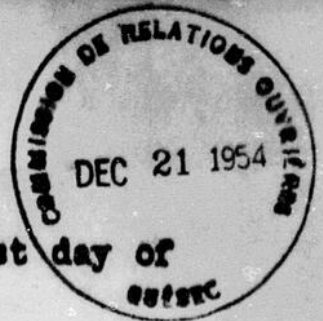
Les employés payés à l'heure et les employés travaillant à la pièce qui seront en vacances, conformément à la clause dix (10) de cette Convention, pendant une semaine où tombe un des onze (11) jours de fête susdits, seront payés à leurs taux courants pour

huit (8) heures si le jour de fête tombe du lundi au vendredi inclusivement,

pourvu qu'ils aient travaillé au complet les heures requises le jour de travail qui précède immédiatement et le jour de travail qui suit immédiatement leurs vacances. Les employés à salaire recevront une journée de vacances supplémentaire au lieu d'un supplément de salaire.

Afin de calculer le montant payable aux ouvriers à la pièce pour les onze (11) jours de fête susdits, on établira le taux horaire en divisant le montant total gagné aux taux à la pièce par le nombre d'heures travaillées aux

GA 677



THIS AGREEMENT entered into as of the thirty-first day of October, 1954,

BETWEEN: IMPERIAL TOBACCO COMPANY OF CANADA, LIMITED,
EMPIRE BRANCH, COWIE STREET, GRANBY, QUE.,
(hereinafter called the "Company")

OF THE FIRST PART

- and -

TOBACCO WORKERS INTERNATIONAL UNION, LOCAL 242,
affiliated with the American Federation of Labour, a voluntary Association, acting on behalf of the employees of Imperial Tobacco Company of Canada, Limited, in the factory at Empire Branch, Cowie Street, Granby, Que., (hereinafter called the "Union")

OF THE SECOND PART

RECOGNIZING the common dependence of the Company and of its employees upon the welfare of the business as a whole; recognizing further that maintenance of good-will and mutual respect between employers and employees can contribute greatly to the maintenance of and increase in that welfare, the parties to this contract have joined together in the following Agreement covering wages, hours of work and working conditions, which are set out below.

1. "EMPLOYEES" DEFINED

The term "employees" as used in this Agreement refers to all factory employees, below the rank of supervisor, working in the plant of the Company at Empire Branch, Cowie Street, Granby, Que., but does not refer to hospital staff, laboratory staff, instructors and probationary employees.

2. HOURS OF WORK

The normal work-week shall be as follows:-

DAY WORKERS

5 days of 8 hours (Monday to Friday incl.) - 40 hours

STATIONARY ENGINEMEN CLASS III

Shifts of 42 hours per week

WATCHMEN

Shifts of 49 hours per week

3. OVERTIME

The following shall be considered overtime for employees in the categories mentioned in this clause and paid for at time and one-half:

(a) DAY WORKERS (Piece-workers and hourly-paid employees except those mentioned in category (b))

Time worked in excess of eight (8) hours on Monday to Friday inclusive; also time worked on a holiday and on Saturday before noon.

(b) WATCHMEN AND STATIONARY ENGINEERS CLASS III

Time worked in excess of their scheduled weekly hours.

Time worked on Sunday, after midnight on any day of the week, or after 12 o'clock noon on Saturday shall also be considered overtime (except for employees in category (b)) and paid for at double time.

In order to compute the amount payable to piece-workers for overtime, the hourly rate will be established by dividing the total amount earned at piece-work rates during the week in which overtime occurred by the number of hours worked at piece-work rates in that week. Such employees will be paid for overtime:

(a) their regular piece-work earnings plus one-half the hourly rate thus established for each hour of overtime worked at time and one-half.

(b) their regular piece-work earnings plus the full hourly rate thus established for each hour of overtime worked at double time.

An employee on a salary basis required to work overtime shall be paid only his regular weekly salary unless he is entitled to overtime under the Quebec Minimum Wage Act.

The Company undertakes to continue its present policy of not working on Saturdays, Sundays and holidays unless, in its opinion, it is essential to do so.

4. HOLIDAYS

Holidays shall be - New Year's Day, Epiphany, Good Friday, Ascension Day, St. Jean Baptiste Day, Dominion Day,

4. HOLIDAYS (Cont'd.)

- (a) during the week preceding the week in which the holiday occurs, for employees not on vacation during such week, or
- (b) during the week preceding the vacation, for employees on vacation during the week in which such holiday occurs.

5. GRIEVANCE PROCEDURE

There shall be established, after the signing of this Agreement, a Board of Conciliation and Arbitration, to which shall be referred such grievances as may properly be referred to it in accordance with the grievance procedure or any question arising out of the interpretation of this Agreement. The Board of Conciliation and Arbitration shall consist of four people - two of whom shall be members of the staff selected by the Company and two shall be employees selected by the Union. In the event that the Board thus constituted cannot arrive at an understanding on the question before it, a fifth member shall be agreed upon by the Board. In the event of failure to agree upon a fifth person within ten (10) days, the Minister of Labour for the Province of Quebec shall be requested to name a Judge as Chairman. The Chairman shall be entitled to vote and the majority vote of the Board as thus constituted shall be final and binding on the parties hereto. The expenses of the fifth member in connection with such arbitration shall be borne equally by the Company and the Union.

The Board of Conciliation and Arbitration shall not have any jurisdiction to alter or change this Agreement, or to give any decision inconsistent with the terms and provisions hereof.

Any grievance arising out of employer-employee relationship shall be handled in the following manner:

- (I) Employee, accompanied by floor representative if the employee so wishes, with supervisor or assistant-foreman or foreman;

5. GRIEVANCE PROCEDURE (Cond't.)

(II) Employee or Shop Committee, or Shop Committee accompanied by employee if the employee so wishes, with foreman and assistant factory manager and/or factory manager;

(III) Employee or Shop Committee, or Shop Committee accompanied by employee if the employee so wishes, with assistant factory manager or factory manager and director in charge of factory;

(IV) Board of Conciliation and Arbitration.

If the grievance is not settled in stage (I) above, the employee shall state his grievance in writing and hand it to the foreman.

The Shop Committee shall consist of two (2) employees appointed by the Union to investigate grievances referred to it in accordance with the procedure set out above. The names of the members of the Shop Committee and any subsequent changes in membership of this Committee shall be submitted to the Company in writing prior to such Shop Committee member commencing such duties.

No member of the Shop Committee shall leave his job to investigate a grievance except with the permission of the supervisor or assistant-foreman or foreman.

Nothing contained herein shall be deemed to prevent any individual employee from discussing any matter affecting him with the supervisor, assistant-foreman, foreman, or the manager of the Factory Personnel Department.

6. TRANSFERS

(a) When an employee is transferred to a higher hourly-rated job, he will be paid his former rate for a period of one (1) week; thereafter, his rate will be adjusted to the commencing rate of the higher-rated job but not lower than his former rate.

6

TRANSFERS (Cont'd.)

(b) When an employee on an hourly-rated job is demoted at his own request, or on account of inefficiency, he will be paid his former rate, or the job rate if lower, from the date of transfer.

(c) When an employee is transferred from a higher hourly-rated job to a lower hourly-rated job for any reason other than that stated in section (b), he will be paid his former rate for a period of one (1) week; thereafter, his former rate, or the job rate if lower.

(d) One (1) week in this clause means five (5) consecutive working days.

Employees who consider themselves qualified for positions in the following categories may give their names to their foreman for consideration when vacancies occur. Details should be given of any experience or aptitude they have for such occupations:

Maintenance Men,
Watchmen,
Elevator Operators.

Selection will be made in accordance with the provisions of Clause No.8 (c).

Notices of vacancies in the above occupations shall be posted on the Plant Notice Boards.

7

FLOOR REPRESENTATIVES

One floor representative may be elected from the employees of each department. It shall be the duty of each floor representative to investigate, as provided in this Agreement, any grievance arising in the department which he represents. No floor representative shall leave his job to investigate a grievance except with the permission of the supervisor or assistant-foreman or foreman.

A list of all floor representatives elected and any changes caused by subsequent elections during the term

7 FLOOR REPRESENTATIVES (Cont'd.)

of this Agreement shall be submitted to the Company prior to such floor representatives commencing such duties.

8 SENIORITY

- (a) In laying off, seniority shall be given preference provided the employees concerned have, in the opinion of the Company, approximately equal merit, ability, or efficiency, and subject to this proviso the last employee hired shall be the first laid off.
- (b) When increasing staff, employees who were laid off, and who have applications on file, shall, subject to the proviso in section (a), be given preference and allowed a reasonable time to report for work.
- (c) In making transfers or promotions, except to occupations not covered by this Agreement, seniority shall be given preference provided, in the opinion of the Company, the eligible employees have approximately equal merit, ability, or efficiency.
- (d) Any grievance arising as a result of a discharge or of the application of sections (a) or (c) of this clause may be dealt with through the grievance procedure.
- (e) Seniority rules shall not apply in making transfers or promotions to occupations not covered by this Agreement.
- (f) Notwithstanding anything to the contrary contained in this Agreement, all employees are hired on probation, the probationary period to continue for two (2) months, during which time they are to be considered temporary employees only, and during this period no seniority rights shall be recognized. Upon completion of two (2) months' continuous service, they shall, if retained, be entitled to seniority dating from the day on which they entered the Company's employment.
- (g) "Seniority Standing" means length of continuous service with the Company.

8 SENIORITY (Cont'd.)

A voluntary quit or a discharge breaks seniority.

Absence from work on account of an occupational accident or occupational disease does not break seniority.

Any employees who are transferred or promoted to an occupation not covered by this Agreement, and any employees (not in excess of two) who leave the employment of the Company to become officers of the Tobacco Workers International Union, or of its Local 242, shall retain and accumulate seniority.

The seniority lists which are posted in each department shall be revised by the Company semi-annually. The names of employees commencing employment on the same day shall be entered on such lists in alphabetical order.

Employees with three or more years of service, who are laid off in accordance with paragraph (a) of this clause, shall be given notice on the following basis:

Employees with 3 years' service, but less than 5, - two weeks' notice.

Employees with 5 years' service, or more, - three weeks' notice.

9 ABSENCE FROM WORK - MAINTENANCE EMPLOYEES, ETC.

Except in the case of proven sickness or accident, watchmen, power-house employees and maintenance men shall under no circumstances refuse to work or absent themselves from work without the consent of the Company which shall not be unreasonably withheld.

10 VACATIONS

The expression "vacation period" shall mean the period commencing on May 1st and ending on September 30th.

The Company will grant vacation to all employees who are in the employment of the Company during the vacation period in 1955 in accordance with the following:

10. VACATIONS (Cont'd.)

- (a) All employees shall be granted one-half ($\frac{1}{2}$) day's vacation with pay for each full calendar month of service up to April 30, 1955, (not to exceed a maximum of one (1) calendar week) to be taken in the vacation period.
- (b) Employees paid on an hourly or piece-work basis, who will have completed two (2) years' continuous service on or before September 30, 1955, shall be granted, in the vacation period, one week's vacation with pay, in addition to the vacation which they are granted under section (a) hereof.
- (c) All employees, who will have completed fifteen (15) years' continuous service on or before September 30, 1955, shall be granted, in the vacation period, one (1) week's vacation with pay, in addition to the vacation granted under sections (a) and (b) hereof; such additional vacation to be taken at any time designated by the Company but not necessarily immediately before or immediately after the vacation provided in sections (a) and (b) hereof.
- (d) All employees who will have completed twenty-five (25) years' continuous service on or before December 31, 1955, shall be granted, in the vacation period, one (1) week's vacation with pay, in addition to the vacation granted under sections (a), (b) and (c) hereof. Such additional vacation to be taken at any time designated by the Company, but not necessarily immediately before or immediately after the vacation provided in sections (a), (b) and (c) hereof.
- (e) Employees paid on a salary basis, who will have completed twelve (12) full calendar months' service on or before September 30, 1955, shall be granted, in the vacation period, one week's vacation with pay, in

VACATIONS (Cont'd.)

(e) Cont'd.

addition to the vacation which they are granted under section (a) hereof.

(f) In addition to the vacation provided for in sections (a) and (e) hereof, employees on a salary basis shall be granted, upon completion of ten (10) years' continuous service on or before September 30, 1955, two days' vacation.

Employees who leave the employment of the Company, for any reason except lay-off, shall not receive a vacation, but shall receive a vacation indemnity equal to:

- (a) 2% of wages earned since May 1, 1954, if the employee has not received his vacation during 1955, or
- (b) 2% of wages earned since May 1, 1955, if the employee has received his vacation during 1955.

The vacation pay to which an employee, paid on an hourly or piece-work basis, shall be entitled, shall be calculated as follows:

- (1) If the employee was employed after April 30, 1954, he shall receive 2% of his wages earned between May 1, 1954 and April 30, 1955.
- (2) If the employee was employed before May 1, 1954, and
 - (a) he is paid on an hourly basis, he shall receive pay at his current hourly rate for the number of hours during each week of vacation equal to his normal weekly hours as set forth in Clause 2 of this Agreement;
 - (b) he is paid on a piece-work basis, he shall receive pay, based on his average hourly earnings, for the number of hours during each week of vacation equal to his normal weekly hours as set forth in Clause 2 of this Agreement. In order to compute his average hourly earnings, the amount earned at piece-work rates during the

(2)(b)Cont'd.

four-week period ending with the last complete week in April, 1955, will be divided by the number of hours worked at piece-work rates during such four weeks.

An employee paid on a salary basis shall receive his full salary for the period of his vacation.

The foregoing provisions of this clause shall not apply to employees who are laid off or to employees who are recalled following a lay-off, which employees shall be governed by the following:

(1) An employee who is laid off shall not at time of lay-off receive a vacation but shall receive a vacation indemnity based upon the wages he earned since May 1st preceding the date of his last vacation or since his most recent date of recall, whichever is the later, according to the following table:

- (a) 2% of such wages if, at time of lay-off, he has completed less than two years of continuous service;
- (b) 4% of such wages if, at time of lay-off, he has completed two years but less than fifteen years of continuous service;
- (c) 6% of such wages if, at time of lay-off, he has completed fifteen years but less than twenty-five years of continuous service;
- (d) 8% of such wages if, at time of lay-off, he has completed twenty-five years or more of continuous service.

(11) An employee who is recalled before May 1, 1955, shall be granted vacation during the 1955 vacation period and shall receive vacation pay based upon the wages he earned between May 1, 1954, or his

10. VACATIONS (Cont'd.)

(11) Cont'd.

most recent date of recall, whichever is the later, and April 30, 1955, according to the following table:

- (a) 2% of such wages if, on or before September 30, 1955, he will have completed less than two years of continuous service;
- (b) 4% of such wages if, on or before September 30, 1955, he will have completed two years but less than fifteen years of continuous service;
- (c) 6% of such wages if, on or before September 30, 1955, he will have completed fifteen years but less than twenty-five years of continuous service;
- (d) 8% of such wages if, on or before December 31, 1955, he will have completed twenty-five years or more of continuous service.

(111) A laid-off employee who is recalled on or after May 1, 1955, will not receive vacation during 1955.

As this Agreement is made for a period of two years, during the second year of this Agreement, namely from October 31, 1955 to October 30, 1956, the figures 1954 and 1955 wherever they appear in this clause shall be replaced by the figures 1955 and 1956 respectively.

11. WAGES

The Company agrees to pay and the Union agrees to accept, during the term of this Agreement, the scale of wage rates existing on October 31, 1954.

Nothing stated herein shall be deemed to deprive the Company of its legal right to adjust the wage rates of individual employees within the limits of the basic scale of wage rates existing from time to time.

Nothing in this Agreement shall be construed

4. JOURS DE FETE (suite)

taux à la pièce,

- (a) durant la semaine précédant la semaine où tombe le jour de fête, pour les employés non en vacances cette semaine-là, ou
- (b) durant la semaine précédant les vacances, pour les employés en vacances la semaine où tombe la fête.

5. PROCEDURE DE REGLEMENT DES GRIEFS

Après la signature de cette Convention, on établira un Conseil de Conciliation et d'Arbitrage auquel seront soumis, conformément à la procédure de règlement des griefs, les griefs qui sont de la juridiction du dit Conseil, ou toute question relevant de l'interprétation de cette Convention. Le Conseil de Conciliation et d'Arbitrage comprendra quatre personnes: deux représentants désignés par la Compagnie parmi les membres du personnel et deux représentants désignés par l'Union parmi les employés. Au cas où le Conseil, ainsi constitué, ne pourrait être d'accord sur la question soumise, le Conseil désignera un cinquième membre. A supposer que les membres du Conseil ne soient pas d'accord sur le choix de la cinquième personne dans un délai de dix (10) jours, on priera le Ministre du Travail de la Province de Québec de nommer un juge comme président. Le président aura droit de vote et le vote majoritaire du Conseil ainsi constitué sera final et liera les parties contractantes. La Compagnie et l'Union partageront de moitié les frais du cinquième membre en ce qui concerne cet arbitrage.

Le Conseil de Conciliation et d'Arbitrage n'aura aucune juridiction pour modifier ou changer cette Convention, ou pour prendre une décision incompatible avec les termes et les dispositions de cette Convention.

Tout grief découlant de relations entre employeur et employé sera réglé de la manière suivante:

- (I) L'employé, accompagné du représentant du plancher si l'employé le désire, avec la surveillante ou le contremaître-adjoint ou le contremaître;
- (II) L'employé ou le Comité de la Fabrique (Shop Committee), ou le Comité de la Fabrique accompagné de l'employé si ce dernier le désire, avec le contremaître et le gérant-adjoint de la manufacture et/ou le gérant de la manufacture;

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5. PROCEDURE DE REGLEMENT DES GRIEFS (suite)

(III) L'employé ou le Comité de la Fabrique (Shop Committee), ou le Comité de la Fabrique accompagné de l'employé si ce dernier le désire, avec le gérant-adjoint de la manufacture ou le gérant de la manufacture et l'administrateur qui a charge de la manufacture.

(IV) Le Conseil de Conciliation et d'Arbitrage.

Si on n'a pas réussi à régler le grief de la manière spécifiée dans la clause (I) ci-dessus, l'employé devra soumettre son grief par écrit au contremaître.

Le Comité de la Fabrique (Shop Committee) sera composé de deux (2) employés nommés par l'Union pour enquêter sur les griefs qui lui seront soumis conformément à la procédure stipulée plus haut. Une liste des membres de ce Comité et de tous les changements subséquents qui pourraient survenir dans les membres du dit Comité devra être soumise à la Compagnie, par écrit, avant que ceux-ci entrent en fonction.

Aucun membre du Comité de la Fabrique ne pourra quitter son travail pour enquêter sur un grief sans la permission de sa surveillante ou du contremaître-adjoint ou du contremaître.

Aucune disposition de cette Convention ne devra être interprétée comme un empêchement à toute discussion entre un employé et la surveillante, le contremaître-adjoint, le contremaître, ou le gérant du personnel de l'usine sur une question qui touche à ses intérêts.

6. TRANSFERTS

(a) Lorsqu'un employé est transféré à un emploi à taux à l'heure plus élevé, il sera payé suivant le taux de son emploi antérieur pour une période d'une (1) semaine, après quoi son taux sera ajusté au taux de début de l'emploi à taux plus élevé, mais ce taux ne devra pas être moindre que son taux antérieur.

(b) Lorsque, à sa propre demande ou à cause de son incompetence, un employé payé à l'heure est abaissé à un emploi à taux inférieur, il sera payé à compter de la date de son transfert son taux antérieur ou le taux s'appliquant à son nouvel emploi, si ce dernier taux est moins élevé.

6. TRANSFERTS (suite)

(c) Lorsque, pour une raison autre que celle mentionnée à la section (b), un employé est transféré d'un emploi à taux à l'heure plus élevé à un emploi à taux à l'heure moins élevé, il sera payé son taux antérieur pour une période d'une (1) semaine; après quoi il sera payé son taux antérieur ou le taux s'appliquant à son nouvel emploi, si ce dernier taux est moins élevé.

(d) Une (1) semaine dans cette clause signifie cinq (5) jours consécutifs de travail.

Les employés qui se considèrent qualifiés pour les emplois suivants pourront donner leur nom à leur contremaître pour considération lorsqu'il y aura des places vacantes. Les employés devront mentionner l'expérience et les aptitudes qu'ils possèdent pour l'emploi qu'ils sollicitent:

Préposés à l'entretien,

Gardiens,

Opérateurs d'ascenseur.

On fera le choix conformément aux dispositions de la clause 8 (c).

Toute vacance dans un de ces emplois sera affichée sur les tableaux d'avis de l'usine.

7. REPRESENTANTS DE PLANCHER

Un représentant par plancher peut être élu parmi les employés de chaque département. Il sera du devoir de chacun de ces représentants d'enquêter, tel que prévu dans cette Convention, sur tout grief qui pourrait surgir dans le département qu'il représente. Aucun de ces représentants de plancher ne pourra quitter son travail pour enquêter sur un grief sans la permission de la surveillante ou du contremaître-adjoint ou du contremaître.

Une liste de tous les représentants de plancher élus et de tous les changements résultant d'élections subséquentes pendant la durée de cette Convention devra être soumise à la Compagnie avant que ces représentants entrent en fonction.

8. ANCIENNETE

- (a) Dans le cas de mise à pied, on accordera la préférence aux employés les plus anciens pourvu que ces employés aient, à l'avis de la Compagnie, approximativement égal mérite, habileté ou efficacité et d'après ce critère le dernier embauché sera le premier mis à pied.
- (b) Lorsqu'on augmentera le personnel, les employés qui auront été mis à pied et dont on aura enregistré la demande d'emploi, auront la priorité, sous réserve des dispositions de la section (a) et on leur accordera un temps raisonnable pour se rapporter au travail.
- (c) Dans les cas de transferts ou de promotions (sauf pour des emplois non régis par cette Convention) on donnera la priorité aux employés les plus anciens pourvu qu'à l'avis de la Compagnie les employés éligibles aient approximativement égal mérite, habileté ou efficacité.
- (d) Tout grief, découlant d'un renvoi ou de l'application des paragraphes (a) ou (c) de cette clause, peut être traité d'après la procédure de règlement des griefs.
- (e) Les règlements concernant l'ancienneté ne s'appliquent pas aux transferts ou aux promotions à des emplois non régis par cette Convention.
- (f) Malgré tout ce qui pourrait indiquer le contraire dans cette Convention, tous les employés sont embauchés à l'essai pour une période de deux mois durant laquelle on considérera ces employés comme temporaires, et durant cette période aucun droit d'ancienneté ne sera reconnu. Lorsque ces employés auront terminé leurs deux (2) premiers mois de service continu, s'ils sont encore au service de la Compagnie, leur droit d'ancienneté remontera à la date de leur embauchage.
- (g) "Rang d'ancienneté" signifie la durée du service continu dans la Compagnie.

8. ANCIENNETE (suite)

Un employé qui quittera la Compagnie de son propre gré ou qui aura été renvoyé perdra ses droits d'ancienneté.

L'absence du travail causée par un accident de travail ou par une maladie résultant du travail n'interrompt pas l'ancienneté.

Les employés transférés ou promus à un emploi non régi par cette Convention et les employés (jusqu'à concurrence de deux) qui quitteront le service de la Compagnie pour devenir officiers de la Tobacco Workers International Union ou de son Local 242 conserveront et accumuleront leurs droits d'ancienneté.

Les listes d'ancienneté qui sont affichées dans chaque département seront révisées semi-annuellement par la Compagnie. Les noms des employés qui ont commencé à travailler le même jour seront inscrits sur ces listes par ordre alphabétique.

Les employés ayant trois années de service ou plus, qui sont mis à pied en conformité avec le paragraphe (a) de cette clause, devront être avisés comme suit:

Employés ayant 3 années de service, mais moins de 5,
deux semaines d'avis;

Employés ayant 5 années de service, ou plus,
trois semaines d'avis.

9. ABSENCE DU TRAVAIL - EMPLOYES PREPOSES A L'ENTRETIEN, ETC.

Excepté dans les cas de maladie ou d'accident certifiés, les gardiens, les employés de la centrale électrique et les préposés à l'entretien ne pourront, en aucune circonstance, refuser de travailler ou s'absenter de leur travail sans la permission de la Compagnie, et cette permission ne leur sera pas refusée pour cause raisonnable.

10. VACANCES

L'expression "période de vacances" signifiera la période commençant le 1er mai et se terminant le 30 septembre.

La Compagnie accordera des vacances à tous les employés à son service durant la période de vacances de 1955, comme suit:

- (a) A tous les employés: une demi ($\frac{1}{2}$) journée de vacances payées, durant la période des vacances, pour chaque mois de calendrier entier de service jusqu'au 30 avril

10. VACANCES (suite)

(a) (suite)

1955, pourvu que le tout ne dépasse pas une semaine de calendrier.

(b) Aux employés payés à l'heure ou à la pièce qui auront complété deux (2) années de service continu le ou avant le 30 septembre 1955: une (1) semaine de vacances payées, durant la période des vacances, en plus des vacances qui leur sont accordées d'après la section (a).

(c) A tous les employés qui auront complété quinze (15) années de service continu le ou avant le 30 septembre 1955: une (1) semaine de vacances payées, durant la période des vacances, en plus des vacances qui leur sont accordées d'après les sections (a) et (b). Ces vacances additionnelles devront être prises au temps désigné par la Compagnie mais pas nécessairement immédiatement avant ou immédiatement après les vacances accordées d'après les sections (a) et (b).

(d) A tous les employés qui auront complété vingt-cinq (25) années de service continu le ou avant le 31 décembre 1955: une (1) semaine de vacances payées, durant la période des vacances, en plus des vacances qui leur sont accordées d'après les sections (a), (b) et (c).

Ces vacances additionnelles devront être prises au temps désigné par la Compagnie mais pas nécessairement immédiatement avant ou immédiatement après les vacances accordées d'après les sections (a), (b) et (c).

(e) Aux employés à salaire qui auront complété douze (12) mois de service continu le ou avant le 30 septembre 1955: une (1) semaine de vacances payées, durant la période des vacances, en plus des vacances accordées d'après la section (a).

(f) En plus des vacances d'après les sections (a) et (e), la Compagnie accordera aux employés à salaire qui auront complété dix (10) années de service continu le ou avant le 30 septembre 1955: deux (2) jours de vacances.

10. VACANCES (suite)

Les employés qui quitteront l'emploi de la Compagnie pour une raison quelconque, sauf mise à pied, ne recevront pas de vacances mais recevront une indemnité de vacances égale à:

- (a) 2% des gages gagnés depuis le 1er mai 1954, si l'employé n'a pas eu de vacances en 1955, ou
- (b) 2% des gages gagnés depuis le 1er mai 1955, si l'employé a eu des vacances en 1955.

La paye de vacances à laquelle aura droit l'employé payé à l'heure ou à la pièce sera calculée comme suit:

- (1) Si l'employé a été embauché après le 30 avril 1954, il recevra 2% des gages qu'il aura gagnés entre le 1er mai 1954 et le 30 avril 1955.
- (2) Si l'employé a été embauché avant le 1er mai 1954, et
 - (a) s'il est payé à l'heure, il recevra, pour chaque semaine de vacances, une paye à son taux courant, pour le nombre d'heures de sa semaine normale, tel qu'indiqué dans la clause 2 de cette Convention.
 - (b) s'il est payé à la pièce, il recevra, pour chaque semaine de vacances, une paye basée sur la moyenne de ses gages à l'heure, pour le nombre d'heures de sa semaine normale, tel qu'indiqué dans la clause 2 de cette Convention. Afin d'établir la moyenne de ses gages à l'heure, on divisera le montant gagné aux taux à la pièce durant la période de quatre semaines se terminant avec la dernière semaine complète en avril 1955, par le nombre d'heures qu'il aura travaillé à la pièce durant ces quatre semaines.

Un employé à salaire recevra son plein salaire pour la période de ses vacances.

Les dispositions précédentes de cette clause ne s'appliqueront pas aux employés qui sont mis à pied ou aux employés qui sont rappelés à la suite d'une mise à pied, lesquels seront gouvernés comme suit:

10. VACANCES (suite)

(i) Un employé qui est mis à pied ne recevra pas de vacances lors de sa mise à pied mais recevra une indemnité de vacances basée sur les gages qu'il a gagnés depuis le 1er mai précédant la date de ses dernières vacances ou depuis sa plus récente date de rappel, quelle que soit la dernière, suivant le tableau ci-dessous:

- (a) 2% de ces gages si lors de sa mise à pied il a complété moins de deux années de service continu;
- (b) 4% de ces gages si lors de sa mise à pied il a complété deux années, mais moins de quinze années, de service continu;
- (c) 6% de ces gages si lors de sa mise à pied il a complété quinze années, mais moins de vingt-cinq années, de service continu;
- (d) 8% de ces gages si lors de sa mise à pied il a complété vingt-cinq années ou plus de service continu.

(ii) Un employé qui est rappelé avant le 1er mai 1955, recevra des vacances durant la période de vacances de 1955 et recevra une paye de vacances basée sur les gages qu'il a gagnés entre le 1er mai 1954, ou sa plus récente date de rappel, quelle que soit la dernière, et le 30 avril 1955, suivant le tableau ci-dessous:

- (a) 2% de ces gages si, le ou avant le 30 septembre 1955, il aura complété moins de deux années de service continu;
- (b) 4% de ces gages si, le ou avant le 30 septembre 1955, il aura complété deux années, mais moins de quinze années, de service continu;
- (c) 6% de ces gages si, le ou avant le 30 septembre 1955, il aura complété quinze années, mais moins de vingt-cinq années, de service continu.

10. VACANCES (suite)

(d) 8% de ces gages si, le ou avant le 31 décembre 1955, il aura complété vingt-cinq années ou plus de service continu.

(iii) Un employé mis à pied qui est rappelé le ou après le 1er mai 1955 ne recevra pas de vacances en 1955.

Comme cette Convention est signée pour une période de deux ans, au cours de la seconde année de cette Convention, soit du 31 octobre 1955 au 30 octobre 1956, les chiffres 1954 et 1955, où qu'ils apparaissent dans cette clause, seront remplacés par les chiffres 1955 et 1956 respectivement.

11. GAGES

La Compagnie s'engage à payer et l'Union s'engage à accepter, pendant la durée de cette Convention, le barème des gages en vigueur le 31 octobre 1954.

Aucune disposition de cette Convention ne devra être interprétée comme privant la Compagnie de son droit légal d'ajuster les taux de gages d'employés particuliers dans les limites du barème de base des taux de gages en vigueur de temps à autre.

Aucune disposition de la présente Convention ne devra être interprétée comme privant la Compagnie de son droit de payer à un ou à des employés un taux plus élevé que le taux déterminé, de temps à autre, pour les classifications de travail d'après les termes de cette Convention.

12. AVIS DE L'UNION

La Compagnie consent à afficher les avis de l'Union sur les tableaux de l'usine, pourvu qu'ils soient approuvés au préalable par le gérant de la manufacture ou le gérant-adjoint de la manufacture, et qu'ils aient trait aux sujets suivants:

- (a) Réunions sociales ou récréatives;
- (b) Elections de l'Union, nominations et résultats d'élections;

16. DEDUCTION DES COTISATIONS DE L'UNION (suite)

Un chèque payable à l'ordre du Local 242, Tobacco Workers International Union, pour le montant des cotisations ainsi perçues, moins 2% retenu par la Compagnie, sera remis au trésorier du Local 242 le ou avant le dernier jour du mois pendant lequel les déductions auront été faites.

17. VALIDITE DE LA CONVENTION

Toute disposition de cette Convention qui serait contraire à la loi ou aux ordonnances en vigueur de temps à autre sera nulle et de nul effet, mais cette Convention ne sera pas invalide en raison de telle disposition.

18. CONGE POUR DEUIL

On accordera à un employé qui s'absente de son travail, uniquement par suite de décès dans sa famille immédiate, un congé payé de trois (3) jours normaux de travail y compris la journée de l'enterrement. Par famille immédiate, on signifiera:

père,
mère,
époux,
épouse,
enfant,
frère,
soeur.

Si un jour de fête payé tombe pendant une période de congé payé accordé d'après cette clause, on ne payera pas cet employé pour cette fête en vertu de la clause 4 de cette Convention.

19. DUREE DE LA CONVENTION

Cette Convention sera en vigueur à partir du moment où elle a été exécutée jusqu'au 30 octobre 1956 inclusivement, et, à moins d'un avis

19. DUREE DE LA CONVENTION (suite)

contraire par écrit donné par l'une des parties à l'autre dans un délai de pas plus de soixante (60) jours ou de pas moins de trente (30) jours avant l'expiration de cette Convention, celle-ci demeurera en vigueur d'année en année.

EN FOI DE QUOI les parties ont signé cette Convention ce dixième jour de novembre 1954.

EN PRESENCE DE

IMPERIAL TOBACCO COMPANY OF CANADA,
LIMITED (EMPIRE BRANCH)

(signé) Pierre Gagnon

Par (signé) E.A. Graham

TOBACCO WORKERS INTERNATIONAL UNION,
LOCAL 242

(signé) Rosario Lebeau

Par (signé) Romuald Gagnon

(signé) Arsène Scott

(signé) Georges Pontbriand

(signé) René Fournier

Traduction du texte anglais.

4. JOURS DE FETE

On considérera comme jours de fête les jours suivants: le Jour de l'An, l'Epiphanie, le Vendredi Saint, l'Ascension, la Saint-Jean-Baptiste, le Jour de la Confédération, la Fête du Travail, le Jour d'Actions de Grâces, la Toussaint, l'Immaculée-Conception et le Jour de Noël.

Les employés ayant deux mois de service continu qui travailleront le nombre d'heures requises le jour de travail précédant immédiatement et le jour de travail suivant immédiatement les fêtes susdites seront payés à leurs taux courants pour

huit (8) heures si la fête tombe du lundi au vendredi inclusivement.

Cependant, à la discrétion de la Direction de la manufacture, dans des circonstances spéciales, telles que:

1. Maladie certifiée,
2. Mortalité dans la famille immédiate,
3. Assignation comme juré,
4. Permission par écrit,

on paiera un employé qui est absent soit le jour de travail cédulé précédant immédiatement ou soit le jour de travail cédulé suivant immédiatement le jour de fête, pourvu que l'employé ne soit pas absent ces deux jours-là et pourvu aussi que son absence ne dépasse pas une semaine.

Les employés payés à l'heure et les employés travaillant à la pièce qui seront en vacances, conformément à la clause dix (10) de cette Convention, pendant une semaine où tombe un des onze (11) jours de fête susdits, seront payés à leurs taux courants pour

huit (8) heures si le jour de fête tombe du lundi au vendredi inclusivement,

pourvu qu'ils aient travaillé au complet les heures requises le jour de travail qui précède immédiatement et le jour de travail qui suit immédiatement leurs vacances. Les employés à salaire recevront une journée de vacances supplémentaire au lieu d'un supplément de salaire.

Afin de calculer le montant payable aux ouvriers à la pièce pour les onze (11) jours de fête susdits, on établira le taux horaire en divisant le montant total gagné aux taux à la pièce par le nombre d'heures travaillées aux

3. SURTEMPS

Dans le cas des employés mentionnés dans cette clause, on considérera les heures suivantes comme surtemps qu'on paiera à temps et demi:

(a) OUVRIERS DE JOUR (ouvriers travaillant à la pièce et employés payés à l'heure, sauf ceux mentionnés dans la catégorie (b))

Les heures de travail en plus de huit (8) heures du lundi au vendredi inclusivement, ainsi que les heures de travail un jour de fête ou le samedi avant midi.

(b) GARDIENS ET MECANICIENS DE MACHINES FIXES - 3ième Classe

Les heures de travail en plus de leurs heures hebdomadaires déterminées.

Sauf dans le cas des employés de la catégorie (b), on considérera aussi comme surtemps les heures de travail du dimanche, les heures de travail après minuit de n'importe quel jour de la semaine ou après midi le samedi, qu'on paiera à temps double.

Pour calculer le montant de surtemps payable aux employés travaillant à la pièce, on établira le taux horaire en divisant le total de la somme gagnée aux taux à la pièce pendant la semaine durant laquelle le surtemps aura été fourni, par le nombre d'heures de travail aux taux à la pièce fournies durant cette même semaine. Ces employés recevront comme surtemps:

(a) leurs gages réguliers à la pièce plus la moitié du taux horaire ainsi établi pour chaque heure de surtemps à temps et demi;

(b) leurs gages réguliers à la pièce plus le plein taux horaire ainsi établi pour chaque heure de surtemps à temps double.

Un employé à salaire requis de fournir du surtemps sera payé seulement son salaire hebdomadaire régulier, à moins qu'il n'ait droit à du surtemps en vertu de la Loi du Salaire Minimum du Québec.

La Compagnie s'engage à continuer sa pratique actuelle de ne pas travailler les samedis, dimanches et fêtes, à moins qu'elle juge indispensable de le faire.

CONVENTION prenant effet le trente et unième jour d'octobre 1954, conclue

ENTRE:

IMPERIAL TOBACCO COMPANY OF CANADA,
LIMITED, EMPIRE BRANCH, RUE COWIE, GRANBY,
QUE., (ci-après appelée la "Compagnie")

PARTIE DE LA PREMIERE PART:

et

TOBACCO WORKERS INTERNATIONAL UNION,
LOCAL 242, affiliée à l'American Federa-
tion of Labour, une association volon-
taire, agissant pour le compte des
employés de l'Imperial Tobacco Company
of Canada, Limited, à l'usine à Empire
Branch, rue Cowie, Granby, Qué., (ci-
après appelée "l'Union")

PARTIE DE LA SECONDE PART:

RECONNAISSANT que l'intérêt de la Compagnie et de ses employés relève de la prospérité de l'entreprise dans son ensemble; reconnaissant de plus que le maintien des bonnes relations et du respect mutuel entre employeurs et employés peut grandement contribuer au maintien et à l'accroissement de cette prospérité, les parties contractantes se sont unies par la présente Convention ayant trait aux gages, aux heures et aux conditions de travail qui suivent:

1. DEFINITION DU TERME "EMPLOYES"

Le terme "employés" dans cette Convention désigne tous les employés de manufacture au-dessous du rang de surveillante qui travaillent à l'usine de la Compagnie, située à Empire Branch, rue Cowie, Granby, Qué., mais ne comprend pas le personnel de l'hôpital, le personnel du laboratoire, les instructeurs et les employés provisoires.

2. HEURES DE TRAVAIL

La semaine normale de travail se composera des heures suivantes:

OUVRIERS DE JOUR

5 journées de 8 heures
(du lundi au vendredi inclusivement) - 40 heures

MECANICIENS DE MACHINES FIXES - 3ième Classe

Equipes de 42 heures par semaine.

GARDIENS

Equipes de 49 heures par semaine.

TOBACCO WORKERS INTERNATIONAL UNION.

801 Carpenters Building.

Washington, D.C.,

3265 St. Antoine Street,
Montreal P.Q.

November 26, 1952.-

Quebec Labour Relations Board
371 Boulevard Charest,
Quebec P.Q.

Dear Sirs:

This is to certify that the attached is
a true copy of the Collective Labour Agreement entered into
between:

IMPERIAL TOBACCO COMPANY OF CANADA, Limited.

EMPIRE BRANCH, COWIS STREET. Granby P.Q.

and

TOBACCO WORKERS' INTERNATIONAL UNION,

LOCAL 242, 171 Empire Street, Granby

on October 31, 1952 and expiring October 30, 1954.

I am,

Cordially yours.

John Purdie, Fourth Vice President.

3256

THIS AGREEMENT entered into as of the thirty first day
of October, 1952.-

BETWEEN:

IMPERIAL TOBACCO COMPANY OF CANADA,

LIMITED, EMPIRE BRANCH, COWIE STREET

GRANBY, QUE., (hereinafter called the
Company.-

- and -

OF THE FIRST PART:

TOBACCO WORKERS INTERNATIONAL UNION,
Local 242, affiliated with the American
Federation of Labour, a voluntary
Association, acting on behalf of the
employees of Imperial Tobacco Company of
Canada Limited, in the factory at
Empire Branch, Cowie Street, Granby Que.,
(hereinafter called the "Union.")

OF THE SECOND PART.

RECOGNIZING the common dependence of the Company and of
its employees upon the welfare of the business as a
whole, recognizing further that maintenance of good will
and mutual respect between employers and employees can
contribute greatly to the maintenance of and increase in
that welfare the parties to this contract have joined
together in the following Agreement covering wages,
hours of work and working conditions, which are set out
below.-

1. EMPLOYEES DEFINED.

The term " employees " as used in this
Agreement refers to all factory employees, below the
rank of supervisor, working in the plant of the Company
at Empire Branch Cowie Street, Granby Que., but does
not refer to hospital staff, laboratory staff, in-
structors probationary employees and part-time employees.-

2. HOURS OF WORK.

The normal work-week shall be as

follows:

DAY WORKERS.

5 days of a 8 hours (Monday to Friday incl.) 40 hours

STATIONARY ENGINEMEN CLASS 111.

Shifts of 46 hours per week.

WATCHMEN.

Shift of 51 hours per week.

3. OVERTIME.

The following shall be considered over-
time for employees in the categories mentioned in this
clause and paid for at time and one-half.-

- (a) DAY WORKERS (Piece workers and hourly-paid employees
except those mentioned in category (b).

Time worked in excess of eight (8) hours on
Monday to Friday inclusive; also time worked
on a holiday and on Saturday before noon.

- (b) WATCHMEN AND STATIONARY ENGINEMEN CLASS 111.

Time worked in excess of their scheduled
weekly hours.

Time worked on Saturday, after midnight
on any day of the week, or after 12 o'clock noon on Saturday
shall also be considered overtime (except for employees in cate-
gory (b) and paid for at double time.

In order to compute the amount payable
to piece-workers for overtime, the hourly rate will be established
by dividing the total amount earned at piece work rates during
the week in which overtime occurred by the number of hours worked
at piece work rates in that week. Such employees will be paid for
overtime:

3. OVERTIME (Cont'd.)

(a) their regular piece-work earnings plus one-half the hourly rate thus established for each hour of overtime worked at time and one-half.

(b) their regular piece work earnings plus full hourly rate thus established for each hour of overtime worked at double time.

An employee on a salary basis required to work overtime shall be paid only his regular weekly salary unless he is entitled to overtime under the Quebec Minimum Wage Act.-

The Company undertakes to continue its present policy of not working on Saturdays, Sundays and holidays unless, in its opinion, it is essential to do so.

4. HOLIDAYS.

Holidays shall be New Year's Day, Epiphany, Good Friday, Ascension Day, St. Jean Baptiste Day, Dominion Day, Labour Day, Thanksgiving Day, All Saints' Day, Immaculate Conception and Christmas Day

All employees, upon completing two (2) months' continuous service, who work the complete scheduled hours on the work-day immediately before and on the work-day immediately after each of the following holidays namely:-

New Year's Day	Dominion Day
Epiphany	Labour Day
Good Friday	Thanksgiving Day,
Ascension Day,	Immaculate Conception,
St. Jean Baptiste Day.	Christmas Day.-

shall receive pay at their current rates for:
Eight (8) hours if the holiday falls on a
Monday to Friday inclusive.-

4. HOLIDAYS (Cont'd.)

However, at the discretion of Factory Management, under special circumstances such as:-

1. Verified illness
2. Death in immediate family.
3. Jury duty.
4. Written permission.-

payment will be made to an employee who is absent on the scheduled work-day immediately before or on the scheduled work-day immediately after the holiday, providing the employee is not absent on both of these days and providing also that the absence does not exceed one week.-

Hourly -paid and piece - work employees who are away on vacation, in accordance with Clause 10 of this Agreement, in a week during which any of the said ten (10) holidays occurs, shall receive pay at their current rates for:

Eight (8) hours if the holiday fall on a Monday to Friday inclusive.-

provided they work the complete scheduled hours on the work-day immediately before and on the work-day immediately after their vacation. Employees paid on a salary basis shall receive one additional day's vacation in lieu of additional pay.-

In order to compute the amount payable to piece workers for the said ten (10) holidays, the hourly rate will be established by dividing the total amount earned at piece work rates by the number of hours worked at piece-work rates:

- (a) during the week preceding the week in which the holiday occurs, for employees not on vacation during such week, or

4. HOLIDAYS (CONT'D.)

- (b) during the week preceding the vacation, for employees on vacation during the week in which such holiday occurs.-

5. GRIEVANCE PROCEDURE.

The shall be established, after the signing of this Agreement, a Board of Conciliation and Arbitration, to which shall be referred such grievances as may properly be referred to it in accordance with the grievance procedure or any question arising out of the interpretation of this Agreement. The Board of Conciliation and Arbitration shall consist of four people two of whom shall be members of the staff selected by the Company and two shall be employees selected by the Union. In the event that the Board thus constituted cannot arrive at an understanding on the question before, it a fifth member shall be agreed upon by the Board. In the event of failure to agree upon a fifth person within ten (10) days, the Minister of Labour for the Province of Quebec shall be requested to name a Judge as Chairman. The Chairman shall be entitled to vote and the majority vote of the Board as thus constituted shall be final and binding on the parties hereto. The expenses of the fifth member in connection with such arbitration shall be borne equally by the Company and the Union.-

The Board of Conciliation and Arbitration shall not have any jurisdiction to alter or change this Agreement, or to give any decision inconsistent with the terms and provisions hereof.-

Any grievance arising out of employer

5. GRIEVANCE PROCEDURE (Contd.)

employee relationship shall be handled in the following manner:

- (1) Employee, accompanied by floor representative if the employee so wishes, with supervisor or assistant-foreman or foreman:
- (II) Employee or Shop Committee, or Shop Committee accompanied by employee if the employee so wishes, with foreman and assistant factory manager and / or factory manager:
- (III) Employee or Shop Committee, or Shop Committee accompanied by employee if the employee so wishes with assistant factory manager or factory manager and director in charge of factory.-
- (IV) Board of Conciliation and Arbitration.-

If the grievance is not settled in stage (1) above, the employee shall state his grievance in writing and hand it to the foreman.

The Shop Committee shall consist of two (2) employees appointed by the Union to investigate grievances referred to it in accordance with the procedure set out above. The names of the members of the Shop Committee and any subsequent changes in membership of this Committee shall be submitted in writing to the Company prior to such Shop Committee member commencing such duties.-

No member of the Shop Committee shall leave his job to investigate a grievance except with the permission of the supervisor or assistant foreman or foreman.

5. GRIEVANCE PROCEDURE (Cont'd.)

Nothing contained herein shall be deemed to prevent any individual employee from discussing any matter affecting him with the supervisor, assistant-foreman, foreman or the manager of the Factory Personnel Department.-

6. TRANSFERS.

- (a) When an employee is transferred to a higher hourly-rates job, he will be paid his former rate for a period of one (1) week; thereafter, his rate will be adjusted to the commencing rate of the higher-rated job but not lower than his former rate.-
- (b) When an employee on an hourly rated job is demoted at his own request, or on account of inefficiency, he will be paid his former rate, or the job rate if lower, from the date of transfer.-
- (c) When an employee is transferred from a higher hourly-rated job to a lower-hourly rated job for any reason other than that stated in section (b), he will be paid his former rate for a period of one (1) week; thereafter his former rate, or the job rate if lower.-
- (d) One (1) week in this clause means five (5) consecutive working days.

Employees who consider themselves qualified for a positions in the following categories may give their names to their foreman for consideration when vacancies occur. Details should be given of any experience or aptitude they have for such

6. TRANSVERS (Cont'd.)

Occupations:

Maintenance Men.

Watchmen,

Elevator Operators.

Selection will be made in accordance with the provisions of Clause No. 8 (c)

Notices of vacancies in the above occupations shall be posted on the Plant Notice Boards.

7. FLOOR REPRESENTATIVES.

One floor representative may be elected from the employees of each department. It shall be the duty of each floor representative to investigate, as provided in this Agreement, any grievance arising in the department which he represents. No floor representative shall leave his job to investigate a grievance except with the permission of the supervisor or assistant-foreman or foreman.-

A list of all floor representatives elected and any changes caused by subsequent elections during the term of this Agreement shall be submitted to the Company prior to such floor representatives commencing such duties.-

8. SENIORITY.

(a) In laying off, seniority shall be given preference provided the employees concerned have in the opinion of the Company, approximately equal merit, ability, or efficiency, and subject to this proviso the last employee hired shall be the first laid off.-

8. SENIORITY (Cont.d)

- (b) When increasing staff, employees who were laid off, and who have applications on file, shall, subject to the proviso in section (a), be given preference and allowed a reasonable time to report for work.-
- (c) In making transfers or promotions, except to occupations not covered by this Agreement, seniority shall be given preference provided in the opinion of the Company, the eligible employees have approximately equal merit, ability or efficiency.-
- (d) Any grievance arising as a result of the application of sections (a) or (c) of this clause may be dealt with through the grievance procedure.-
- (e) Seniority rules shall not apply in making transfers or promotions to occupations not covered by this Agreement.-
- (f) Notwithstanding anything to the contrary contained in this Agreement, all employees are hired on probation, the probationary period to continue for two (2) months, during which time they are to be considered temporary employees only, and during this period no seniority rights shall be recognized. Upon completion of two (2) months' continuous service, they shall if retained, be entitled to seniority dating from the day on which they entered the Company's employment.-
- (g) "Seniority Standing" means length of continuous service with the Company.-

8. SENIORITY (Cont.d.)

A voluntary quit or a discharge breaks seniority.

Absence from work on account of an occupational accident or occupational disease does not break seniority.

Any employees who are transferred or promoted to promoted to an occupation not covered by this Agreement, and any employees (not in excess of two) who leave the employment of the Company to become officers of the Tobacco Workers International Union, or of its Local 242, shall retain and accumulate seniority.

The seniority lists which are posted in each department shall be revised by the Company semi-annually. The names of employees commencing employment on the same day shall be entered on such lists in alphabetical order.

Employees with three or more years of service, who are laid off in accordance with paragraph(a) of this clause, shall be given notice on the following basis:-

Employees with 3 years' service, but less than 5, two week's notice.

Employees with 5 years' service or more three week's notice.

9. ABSENCE FROM WORK MAINTENANCE EMPLOYEES, ETC.

Except in the case of proven sickness or accident, watchmen, power house employees and maintenance men shall under no circumstances refuse to work or absent themselves from work without the consent of the Company which shall not be unreasonably withheld.-

10. VACATIONS.

The expression " vacation period " shall mean the period commencing on May 1st and ending on September 30th.-

The Company will grant vacation to all employees who are in the employment of the Company during the vacation period in 1953 in accordance with the following.-

- (a) All employees shall be granted one-half ($\frac{1}{2}$) day's vacation with pay for each full calendar month of service up to April 30, 1953, (Not to exceed a maximum of one (1) calendar week) to be taken in the vacation period.-
- (b) Employees paid on an hourly or piece work basis, who will have completed two (2) years' continuous service on or before September 30, 1953 shall be granted, in the vacation period, one week's vacation with pay, in addition to the vacation which they are granted under section (a) hereof.
- (c) All employees, who will have completed fifteen (15) years' continuous service on or before September 30, 1953 shall be granted in the vacation period, one (1) weeks' vacation with pay, in addition to the vacation granted under sections (a) and (b) hereof, such additional vacation to be taken at any time designated by the Company but not necessarily immediately before or immediately after the vacation provided in sections (a) and (b) hereof.-

10. VACATIONS (Cont'd.)

- (d) Employees paid on a salary basis, who will have completed twelve (12) full calendar months' service on or before September 30, 1953 shall be granted, in the vacation period, one week's vacation with pay in addition to the vacation which they are granted under section (a) hereof.
- (e) In addition to the vacation provided for in sections (a) and (d) hereof, employees on a salary basis shall be granted, upon completion of ten (10) years' continuous service on or before September 30, 1953 two days' vacation.-

Employees who leave the employment of the Company for any reason except lay off shall not receive a vacation, but shall receive a vacation indemnity equal to:

- (a) 2% of wages earned since May 1, 1952 if the employee has not received his vacation during 1953 or
- (b) 2% of wages earned since May 1953 if the employee has received his vacation during 1953.-

The vacation pay to which an employee, paid on an hourly or piece work basis, shall be entitled, shall be calculated as follows:

- (1) If the employee was employed after April 30, 1952 he shall receive 2% of his wages earned between May 1, 1952 and April 30, 1953.-

101 VACATIONS (Cont'd.)

(2) If the employee was employed before May 1, 1952
and

(a) he is paid on an hourly basis, he
shall receive pay at his current
hourly rate for the number of hours
during each week of vacation equal
to his normal weekly hours as set
forth in Clause 2 of this Agreement.

(b) he is paid on a piece work basis,
he shall receive pay, based on his
average hourly earnings, for the
number of hours during each week of
vacation equal to his normal weekly
hours as set forth in Clause 2 of
this Agreement. In order to compute
his average hourly earnings, the amount
earned at piece work rates during the
four -week period ending with the last
complete week in April 1953, will be
divided by the number of hours worked
at piece work rates during such four
weeks.

An employee paid on a salary basis shall
receive his full salary for the period of his vacation.

The foregoing provisions of this clause
shall not apply to employees who are laid off or to
employees who are reinstated following a lay-off which
employees shall be governed by the following:-

(1) An employee who is laid off shall not at
time of lay-off receive a vacation but
shall receive a vacation indemnity based
upon the wages he earned since May 1st.

10. VACATIONS (Cont'd.)

(i) (Cont'd.)

preceding the date of his last vacation or since his most recent date of reinstatement whichever is the later, according to the following table:

(a) 2% of such wages, if, at time of lay-off, he has completed less than two years of continuous service:

(b) 4% such wages if, at time of lay-off, he has completed two years but less than fifteen years of continuous service:-

(c) 6% of such wages, if at time of lay-off, he has completed fifteen years or more of continuous service.

(ii) An employee who is reinstated before May 2, 1953, shall be granted vacation during the 1953 vacation period and shall receive vacation pay based upon the wages he earned between May 1, 1952 or his most recent date of reinstatement, whichever is the later, and April 30, 1953 according to the following table.-

(a) 2% of such wages if, on or before September 30, 1953 he will have completed less than two years of continuous service.-

(b) 4% of such wages if, on or before September 30, 1953 he will have completed two years but less than fifteen years of continuous service:

10. VACATIONS (CONT'D.)

(ii) Cont'd.

(c) 6% of such wages if, on or before September 30, 1953 he will have completed fifteen years or more of continuous service.-

(iii) A laid off employee who is reinstated after May 1, 1953 will not receive vacation during 1953.-

As this Agreement is made for a period of two years, during the second year of this Agreement, namely from October 31, 1953 to October 30, 1954 the figures 1952 and 1953 wherever they appear in this clause shall be replaced by the figures 1953 and 1954 respectively.-

11. WAGES.

The Company agrees to pay and the Union agrees to accept during the period from November 2, 1952 to October 31, 1953 the scale of wage rates existing on November 2, 1952. It is further agreed that, during the period November 1, 1953 to October 31, 1954 the scale of wage existing on November 2, 1952 shall be increased by five cents (5¢) per hour for hourly-paid and salaried employees, and by a corresponding amount for piece-workers.

Nothing stated herein shall be deemed to deprive the Company of its legal right to adjust the wage rates of individual employees within the limits of the basic scale of wage rates existing from time to time.

Nothing in this Agreement shall be construed to mean that the Company may not pay any employee or employees more than the job rate which may be payable from time to time under this Agreement.-

12. UNION NOTICES.

The Company agrees to permit Union notices, if approved by the Factory Manager or Assistant Factory Manager, to be posted on the Plant Notice Boards, provided such notices be restricted to announcement of:

- (a) Recreational or social affairs,
- (b) Union elections, appointments and results of elections,
- (c) Notices of Union meetings.

Notices shall be posted only by the Management.

13. MANAGEMENT.

The management and operation of the business, and subject to the provisions of this Agreement, the employment, discharging, direction and promotion of employees shall be vested exclusively in the Company.

14. NO STRIKES OR LOCK OUT.

There shall be no strikes, slow-downs or lockouts either complete or partial, during the term of this Agreement.-

15. MEMBERSHIP IN UNION.

All employees who are members of the Union, or hereafter become members, shall remain members during the term of this Agreement.-

All new employees hereafter employed, upon completion of a two-months' probationary period, shall become members and remain members during the term of this Agreement.

Provided, however, that any employee shall have the right to resign his membership in the Union by giving written notice to the Company and to the Union within ten days prior to October 31, 1954.-

16. CHECK OFF OF UNION DUES.

The Company upon receipt of written authorization from any of its employees in the form prescribed by the Company will deduct and continue to deduct until the termination of this Agreement, from such employees' last pay in each month the sum of \$1.50 for payment of Union dues.-

A cheque in favour of Local 242 Tobacco Workers International Union, for the amount of dues so collected, less 2% to be retained by the Company, will be forwarded to the Treasurer of Local 242 on or before the tenth day of the month following each deduction date.-

17. VALIDITY OF AGREEMENT.

Any provision in this Agreement which is contrary to law or regulation in force from time to time shall have no force or effect, but this Agreement shall not be invalid by reason of any such provision.-

18. BEREAVEMENT LEAVE.

An employee who is absent from work, solely as the result of death in his immediate family, shall be granted up to three (3) normal working days' leave with pay including day of burial. Immediate family shall be deemed to mean:

Father
Mother
Husband
Wife
Child
Brother
Sister

18.- BEREAVEMENT LEAVE (Cont'd.)

Should a paid holiday occur during a period of leave with pay granted under this clause, the employee shall not receive pay for such holiday under Clause 4 of this Agreement.-

19. DURATION OF AGREEMENT.

This Agreement shall be in force and effect from the time that it is executed up to and including October 30, 1954, and unless written notice to the contrary is given by either party to the other within a delay which shall not be more than sixty (60) days nor less than thirty (30) days prior to the termination of the Agreement, the said Agreement shall continue thereafter from year to year.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first hereinabove mentioned.

IN THE PRESENCE OF:

IMPERIAL TOBACCO COMPANY OF CANADA,
LIMITED (EMPIRE BRANCH.)

(Sgd.) E.A. Graham.

(SGD.) J.W. Halpin.

TOBACCO WORKERS INTERNATIONAL UNION
LOCAL 242.

(Sgd.) Rosario Labeau.

(Sgd.) Romuald Gagnon.

(Sgd.) René Fournier.

(Sgd.) Arsene Scott.

(Sgd.) Georges Pontbriand.

CERTIFIED A TRUE COPY.

W.E. Jackson.

Secretary.

OFFICE OF
TOBACCO WORKERS INTERNATIONAL UNION
801 Carpenters Building

WASHINGTON, D.C.

3265 St Antoine Street.
Montreal, P.Q.

October 2, 1951

Quebec Labour Relations Board
7080 Hutchison Street,
Montreal, P.Q.

Dear Sirs:

This is to certify that the attached is a
true copy of the New Collective Agreement entered into on
September 26th, 1951 between:

IMPERIAL TOBACCO COMPANY OF CANADA, LIMITED
EMPIRE BRANCH, COMTE STREET, GRANBY, P.Q.

-and-

TOBACCO WORKERS INTERNATIONAL UNION,
LOCAL 242, 171 EMPIRE STREET,
GRANBY, P.Q.

I am,
Yours truly

John Purdie, Fifth Vice President.

2810

THIS AGREEMENT entered into as of January 1, 1951,

BETWEEN: IMPERIAL TOBACCO COMPANY OF CANADA,
LIMITED (hereinafter called "the
Company.)

OF THE FIRST PART

AND: TOBACCO WORKERS INTERNATIONAL UNION,
LOCAL 242, (hereinafter called "the
Union")

OF THE SECOND PART

WHEREAS the parties hereto have this day entered into a Collective Labour Agreement for a period of one (1) year from October 31, 1951, (hereinafter called "the new Agreement") and, in order to comply with the Labour Relations Act, the parties desire to make an agreement to cover the interval between the end of the Agreement entered into between them on thirty-first December 1949 (hereinafter called "the preceding Agreement") and the beginning of the new Agreement.

It is, therefore, agreed and understood that all of the provisions of the preceding Agreement shall be deemed to have been and to be in full force and effect from January 1, 1951, to October 30, 1951, provided, however, that in respect of the period from September 25, 1951, to October 30, 1951, Clauses 2, 3, 4, 5, 8, 10, 11, 12, 17, 18, 20 and 21 of the new Agreement shall be deemed to be in full force and effect and shall apply in the place and stead of Clauses 2, 3, 4, 5, 8, 10, 11, 12, 17, 18 and 20 of the preceding Agreement.

IN WITNESS WHEREOF the parties hereto have
executed this Agreement as of the date first hereinabove
mentioned.

In the presence of:

IMPERIAL TOBACCO COMPANY
OF CANADA, LIMITED

E.A. GRAHAM (signed)

By: J.W. HALPIN (signed)

TOBACCO WORKERS INTERNATIONAL
UNION, LOCAL 242.

ROSARIO LEBEAU (signed)

By: REMUALD GAGNON (signed)

ARTHUR HOULE (signed)

ARSENE SCOTT (signed)

ALICE TOUCHETTE (signed)

THIS AGREEMENT entered into on the twenty-sixth day of
September 1951,

BETWEEN: IMPERIAL TOBACCO COMPANY OF CANADA,
LIMITED, EMPIRE BRANCH, COWIE STREET,
GRANBY, QUE; (hereinafter called the
"Company").

OF THE FIRST PART

-and-

TOBACCO WORKERS INTERNATIONAL UNION,
LOCAL 242, affiliated with the American
Federation of Labour, a voluntary Asso-
ciation, acting on behalf of the emplo-
yees of Imperial Tobacco Company of Canada,
Limited, in the factory at Empire Branch,
Cowie Street, Granby, Que; (hereinafter cal-
led the "Union").

OF THE SECOND PART:

RECOGNIZED the common dependence of the Company and of its
employees upon the welfare of the business as a whole; recog-
nizing further that maintenance of good-will and mutual res-
pect between employers and employees can contribute greatly
to the maintenance of and increase in that welfare, the parties
to this contract have joined together in the following Agreement
covering wages, hours of work and working conditions, which are
set out below.

1.

The term "employees" as used in this Agree-
ment refers to all factory employees below the rank of supervisor
working in the plant of the Company at Empire Branch, Cowie Street,
Granby, Que; but does not refer to hospital staff, laboratory staff,
instructors, probationary employees and part-time employees.

2. The normal work-week shall be as follows:

DAY WORKERS

5 days of 8 hours (Monday to Friday incl.) -40 hours

STATIONARY ENGINEMEN CLASS III

Shifts of 46 hours per week.

WATCHMEN

Shifts of 51 hours per week.

3. The following shall be considered overtime for employees in the categories mentioned in this clause and paid for at time and one-half;

(a) DAY WORKERS

Time worked in excess of eight (8) hours on Monday to Friday inclusive; also time worked on Saturdays and holidays.

(b) WATCHMEN AND STATIONARY ENGINEMEN CLASS III

Time worked in excess of their scheduled weekly hours.

Time worked on Sunday or after midnight on any day of the week shall also be considered overtime (except for employees in category) (b) and paid for at double time.

In order to compute the amount payable to piece-workers for overtime, the hourly rate will be established by dividing the total amount earned at piece-work rates during the week in which overtime occurred by the number of hours worked at piece-work rates in that week. Such employees will be paid the regular piece-work rates plus one-half or double the hourly rate thus established for each hour of overtime.

3. (Cont'd)

Any employee on a salary basis required to work overtime shall be paid his regular weekly salary or the value of his time rate based on the Quebec Minimum Schedule including time and one-half or double time for overtime, whichever is the greater.

The Company undertakes to continue its present policy of not working on Saturdays, Sundays and holidays unless, in its opinion, it is essential to do so.

4.

Holidays shall be- New Year's Day, Epiphany, Good Friday, Ascension Day, St Jean Baptiste Day, Dominion Day, Labour Day, Thanksgiving Day, All Saints' Day, Immaculate Conception and Christmas Day.

All employees, upon completing two (2) months' continuous service, who work the complete scheduled hours on the work-day immediately before and on the work-day immediately after each of the following holidays, namely:

New Year's Day,	Dominion Day
Epiphany,	Labour Day,
Good Friday,	Thanksgiving Day
Ascension Day,	Immaculate Conception,
St Jean Bpatiste Day,	Christmas Day,

Shall receive pay at their current rates for eight (8) hours if the holiday falls on a Monday to Friday inclusive.

4. (Cont'd)

However, at the discretion of Factory Management, under special circumstances, such as:

1. Verified illness,
2. Death in the immediate family,
3. Jury duty,
4. Written permission,

payment will be made to those employees who have not worked the full scheduled hours on either the work-day immediately before or on the work-day immediately after the above-named holidays, providing the absence does not exceed one week before or one week after the holiday.

Employees who are away on vacation, in accordance with Clause 10 of this Agreement, in a week during which any of the said ten (10) holidays occurs, shall receive pay at their current rates for.

eight (8) hours if the holiday falls on a Monday to Friday inclusive,

provided they work the complete scheduled hours on the work-day immediately before and on the work-day immediately after their vacation.

In order to compute the amount payable to piece-workers for the said ten (10) holidays, the hourly rate will be established by dividing the total amount earned at piece-work rates by the number of hours worked at piece-work rates:

- (a) during the week in which the holiday occurs, for employees not on vacation during such week, or
- (b) during the week preceding the holiday, for employees on vacation during the week in which such holiday occurs.

5.

There shall be established, after the signing of this Agreement, a Board of Conciliation and Arbitration, to which shall be referred such grievances as may properly be referred to it in accordance with the grievance procedure or any question arising out of the interpretation of this Agreement. The Board of Conciliation and Arbitration shall consist of four people-two of whom shall be members of the staff selected by the Company and two shall be employees selected by the Union. In the event that the Board thus constituted cannot arrive at an understanding on the question before it, a fifth member shall be agreed upon by the Board. In the event of failure to agree upon a fifth person within ten (10) days, the Minister of Labour for the Province of Quebec shall be requested to name a Judge as Chairman. The Chairman shall be entitled to vote and the majority vote of the Board as thus constituted shall be final and binding on the parties hereto. The expense of the fifth member in connection with such arbitration shall be borne equally by the Company and the Union.

The Board of Conciliation and Arbitration shall not have any jurisdiction to alter or change this Agreement, or to give any decision inconsistent with the terms and provisions hereof.

Any grievance arising out of employer-employee relationship shall be handled in the following manner:

- (I) Employee, accompanied by the floor representative if the employee so wishes, with supervisor or assistant-foreman or foreman;

5.

(Cont'd)

- (II) Employee or Shop Committee, or Shop Committee accompanied by employee if the employee so wishes, with foreman and assistant factory manager and/or factory manager;
- (III) Employee or Shop Committee, or Shop Committee accompanied by employee if the employee so wishes, with assistant factory manager and director in charge of factory;
- (IV) Board of Conciliation and Arbitration.

If the grievance is not settled in stage (I) above, the employee shall state his grievance in writing and hand it to the foreman.

The Shop Committee shall consist of two (2) employees appointed by the Union to investigate grievances referred to it in accordance with the procedure set out above. The names of the members of the Shop Committee and any subsequent changes in membership of this Committee shall be submitted in writing to the Company prior to such Shop Committee member commencing such duties.

No member of the Shop Committee shall leave his job to investigate a grievance except with the permission of the supervisor or assistant-foreman or foreman.

Nothing contained herein shall be deemed to prevent any individual employee from discussing any matter affecting him with the supervisor, assistant-foreman, foreman or the manager of the Factory Personnel Department.

- 6.
- (a) When an employee is transferred to a higher hourly rated job, he will be paid his former rate for a period of one (1) week; thereafter, his rate will be adjusted to the commencing rate of the higher rated job but not lower than his former rate.
 - (b) When an employee on an hourly-rated job is demoted at his own request, or on account of inefficiency, he will be paid his former rate, or the job rate if lower, from the date of transfer.
 - (c) When an employee is transferred from a higher hourly-rated job to a lower hourly-rated job for any reason other than that stated in section (b), he will be paid his former rate for a period of one (1) week; thereafter, his former rate, or the job rate if lower.
 - (d) One (1) Week in this clause means five (5) consecutive working days.

Employees who consider themselves qualified for positions in the following categories may give their names to their foreman for consideration when vacancies occur. Details should be given of any experience or attitude they may have for such occupations;

Maintenance Men;

Watchmen,

Elevator Operator.

Selection will be made in accordance with the provisions of Clause No. 8 (e).

6. (Cont'd)

Notices of vacancies in the above occupations shall, be posted on the Plant Notice Boards.

7. One floor representative may be elected from the employees of each department. It shall be the duty of each floor representative to investigate, as provided in this Agreement, any grievance arising in the department which he represents. No floor representative shall leave his job to investigate a grievance except with the permission of the supervisor or assistant-foreman or foreman.

List of all floor representatives elected and any changes caused by subsequent elections during the term of this Agreement shall be submitted to the Company prior to such floor representatives commencing such duties.

8. (a) In laying off, seniority shall be given preference provided the employees concerned have, in the opinion of the Company, approximately equal merit, ability or efficiency, and subject to this proviso the last employee hired shall be the first laid off.
- (b) When increasing staff, employees who were laid off, and who have applications on file, shall, subject to the proviso in section (a), be given preference and allowed a reasonable time to report for work.

8. (Cont'd)

- (a) In making transfers or promotions, except to occupations not covered by this Agreement, seniority shall be given preference provided, in the opinion of the Company, the eligible employees have approximately equal merit, ability or efficiency.
- (d) Any grievance arising as a result of the application of sections (a) or (c) of this clause may be dealt with through the grievance procedure.
- (e) Seniority rules shall not apply in making transfers or promotions to occupations not covered by this Agreement.
- (f) Notwithstanding anything to the contrary contained in this Agreement, all employees are hired on probation, the probationary period to continue for two (2) months, during which time they are to be considered temporary employees only, and during this period no seniority rights shall be recognized. Upon completion of two (2) months' continuous service, they shall, if retained, be entitled to seniority dating from the day on which they entered the Company's employment.
- (g) "Seniority Standing" means length of continuous service with the Company.

8. (Cont'd)

A voluntary quit or discharge breaks seniority.

Absence from work on account of an occupational accident or occupational disease does not break seniority.

Any employees who are transferred or promoted to an occupation not covered by this Agreement, and any employees (not in excess of two (2) who leave the employment of the Company to become officers of the Tobacco Workers' International Union, or of its Local 242, shall retain and accuagulate seniority.

The seniority lists which are posted in each department shall be revised by the Company semi-annually. The names of employees commencing employment on the same day shall be entered on such lists in alphabetical order.

9.

Except in the case of proven sickness or accident, watchmen, power-house employees and maintenance men shall under no circumstances refuse to work or absent ~~asn~~ themselves from work without the consent of the Company which shall not be unreasonably withheld.

10.

The Company will grant vacation to all employees, who are in the employment of the Compant during the vacation period, in accordance with the following:

- (a) All employees shall be granted one-half ($\frac{1}{2}$) day's vacation with pay for each full calendar month of service up to April 30th, 1952, (not to exceed a maximum of one (1) calendar week) to be taken in the vacation period.

10. (Cont'd)

- (b) Employees paid on an hourly or piece-work basis, who will have completed two (2) years' continuous service on or before September 30, 1952, shall be granted, in the vacation period, one week's vacation with pay, in addition to the vacation which they are granted under section (a) hereof.
- (c) Employees paid on an hourly or piece-work basis, who will have completed twenty (20) years' continuous service on or before September 30, 1952, shall be granted, in the vacation period, one (1) week's vacation with pay, in addition to the vacation granted under sections (a) and (b) hereof, such additional vacation to be taken at any time designated by the Company but not necessarily immediately before or immediately after the vacation provided in sections (a) and (b) hereof.
- (d) Employees paid on a salary basis, who will have completed twelve (12) full calendar months' service on or before September 30, 1952, shall be granted, in the vacation period, one week's vacation with pay, in addition to the vacation which they are granted under section (a) hereof.

10. (Cont'd)

- (b) Employees paid on an hourly or piece-work basis, who will have completed two (2) years' continuous service on or before September 30, 1952, shall be granted, in the vacation period, one week's vacation with pay, in addition to the vacation which they are granted under section (a) hereof.
- (c) Employees paid on an hourly or piece-work basis, who will have completed twenty (20) years' continuous service on or before September 30, 1952, shall be granted, in the vacation period, one (1) week's vacation with pay, in addition to the vacation granted under sections (a) and (b) hereof, such additional vacation to be taken at any time designated by the Company but not necessarily immediately before or immediately after the vacation provided in sections (a) and (b) hereof.
- (d) Employees paid on a salary basis, who will have completed twelve (12) full calendar months' service on or before September 30, 1952, shall be granted, in the vacation period, one week's vacation with pay, in addition to the vacation which they are granted under section (a) hereof.

10. (Cont'd)

(e) In addition to the vacation provided for in sections (a) and (d) hereof, employees on a salary basis shall be granted vacations as follows:

- (I) Upon completion of ten (10) years' continuous service on or before September 30, 1952, two days' vacation.
- (II) Upon completion of fifteen (15) years' continuous service on or before September 30, 1952, four days' vacation.
- (III) Upon completion of twenty (20) years' continuous service on or before September 30, 1952, one week's vacation.

Employees who leave the employment of the Company, for any reason whatsoever, shall not receive a vacation, but shall receive a vacation indemnity equal to:

- (a) 2% of wages earned since May 1st of the previous calendar year if the employee has not received his vacation for the current calendar year, or
- (b) 2% of wages earned since May 1st of the current calendar year if the employee has received his vacation for the current calendar year.

The vacation pay to which an employee, paid on an hourly or piece-work basis, shall be entitled, shall be calculated as follows:

10. (Cont'd)

- (1) If the employee was employed after April 30, 1951, he shall receive 2% of his wages earned between May 1, 1951 and April 30, 1952.
- (2) If the employee was employed before May 1, 1951, and
 - (a) he is paid on an hourly basis, he shall receive pay at his ~~current~~ hourly rate for the number of hours during each week of vacation equal to his normal weekly hours as set forth in Clause 2 of this Agreement.
 - (b) he is paid on a piece-work basis, he shall receive pay, based on his average hourly earnings, for the number of hours during each week of vacation equal to his normal weekly hours as set forth in Clause 2 of this Agreement. In order to compute his average hourly earnings, the amount earned at piece-work rates during the ~~four~~ complete weeks ending April 26, 1952 will be divided by the number of hours worked at piece-work rates during such four weeks.

An employee paid on a salary basis shall receive his full salary for the period of his vacation.

The vacation period for all employees commences May 1, 1952 and ends on September 30, 1952.

11. The Company agrees to pay and the Union agrees to accept during the term of this Agreement, the scale of wage rates existing on September 25, 1951.

Nothing stated herein shall be deemed to deprive the Company of its legal right to adjust the wage rates of individual employees within the limits of the basis scale of wage rates existing from time to time.

12. To compensate for variations in the cost of living, the Company will pay a Cost of Living Allowance equal to 1% of wages or salary for each full point by which the Cost of Living Index number, compiled as at present by the Dominion Government, for the preceding month exceeds 176.6, provided such Allowance will not be paid upon the excess of any wage or salary over \$35.00 per week.

13. Nothing in this Agreement shall be construed to mean that the Company may not pay any employee or employees more than the job rate which may be payable from time to time under this Agreement.

14. The Company agrees to permit Union notices, if approved by the Factory Manager or Assistant Factory Manager, to be posted on the Plant Notice Boards, provided such notices be restricted to announcements of:

- (a) Recreation or social affairs,
- (b) Union elections, appointments, and results of elections,
- (c) Notices of Union meetings.

Notices shall be posted only by the Management.

15. The management and operation of the business, and, subject to the provisions of this Agreement, the employment, discharging, direction and promotion of employees shall be vested exclusively in the Company.

16. There shall be no strikes, slow-downs or lock-outs, either complete or partial, during the term of this Agreement.

17. All employees who are members of the Union, or hereafter become members, shall remain members during the term of this Agreement.

All new employees hereafter employed, upon completion of a two (2), months' probationary period, shall become members and remain members during the term of this Agreement.

Provided, however, that any employee shall have the right to resign his membership in the Union by giving written notice to the Company and to the Union within ten days prior to October 31, 1952.

18. The Company upon receipt of written authorization from any of its employees in the form prescribed by the Company, will deduct, and continue to deduct until the termination of this Agreement, from such employees' last pay in each month the sum of \$1.50 for payment of Union dues.

A cheque in favour of Local 242, Tobacco Workers' International Union, for the amount of dues so collected, less 2% to be retained by the Company, will be forwarded to the Treasurer of Local 242 on or before the tenth day of the month following each deduction date.

19.

Any provision in this Agreement which is contrary to law or regulation in force from time to time shall have no force or effect, but this Agreement shall not be invalid by reason of any such provision.

20.

An employee who is absent from work solely as the result of death in his immediate family shall be granted up to three (3) normal working days' leave with pay, including day of burial. Immediate family shall be deemed to mean:

Father

Mother

Husband

Wife

Child

Brother

Sister

Should a paid holiday occur during a period of leave with pay granted under this clause, the employee shall not receive pay for such holiday under Clause 4 of this Agreement.

21.

This Agreement shall take effect on October 31, 1951 and shall remain in force up to and including October 30, 1952, unless written notice to the contrary is given by either party to the other within a delay which shall not be more than sixty (60) days nor less than thirty (30) days prior to the termination of the Agreement, the said Agreement shall continue thereafter from year to year.

IN WITNESS WHEREOF the parties hereto
have executed this Agreement on the date first
hereinabove mentioned.

IN THE PRESENCE OF:

IMPERIAL TOBACCO
COMPANY OF CANADA,
LIMITED (EMPIRE BRANCH)

E.A. GRAHAM (signed)

J.W. HALPIN (signed)

TOBACCO WORKERS INTERNATIO
NAL, LOCAL 242.

ROSARIO LEBEAU

RONALD GAGNON (signed)

ARTHUR HOULE (signed)

ARSENE SCOTT (signed)

ALICE TOUCHETTE (signed)

TOBACCO WORKERS INTERNATIONAL UNION.

708 6th Avenue
Verdun P.Q.

July 11, 1950.

Quebec Labour Relations Board,
7080, Hutchison Street,
Montreal.

Dear Sirs:

This is to certify that the attached is a "true"
copy" of the Collective Agreement entered into as of January
1, 1950, and signed July 25th, 1950 between:

IMPERIAL TOBACCO OF CANADA (EMPIRE BRANCH) Ltd,
Granby

- and -

TOBACCO WORKERS INTERNATIONAL UNION, LOCAL 242, 169,
Empire Street, Granby.

I am,

Truly yours

John Purdie

JP/JP.

John Purdie, Fifth Vice President.

19/2416

THIS AGREEMENT entered into as of the first day of
January, 1950,

BETWEEN: IMPERIAL TOBACCO COMPANY OF CANADA,
LIMITED, EMPIRE BRANCH, COWIE STREET,
GRANBY, QUE., (hereinafter called
the "COMPANY")

OF THE FIRST PART:

AND:

TOBACCO WORKERS INTERNATIONAL UNION,
LOCAL 242, affiliated with the American
Federation of Labour, a voluntary Asso-
ciation, acting on behalf of the em-
ployees of Imperial Tobacco Company of
Canada, Limited, in the factory at
Empire Branch, Cowie Street, Granby, Que.,
(hereinafter called the "UNION")

OF THE SECOND PART:

RECOGNIZING the common dependence of the Company and of
its employees upon the welfare of the business as a
whole; recognizing further that maintenance of good-will
and mutual respect between employers and employees can
contribute greatly to the maintenance of and increase in
that welfare, the parties to this contract have joined
together in the following Agreement covering wages, hours
of work and working conditions, which are set out below.

1. The term "employees" as used in this
Agreement refers to all factory employees below the rank
of supervisor working in the plant of the Company at
Empire Branch, Cowie Street, Granby, Que., but does not
refer to hospital staff, laboratory staff, instructors,
probationary employees and part-time employees.

2. The normal work-week shall be as follows:

DAY WORKERS:

4 days of 8½ hours (Mon. to Thurs. incl.) - 34 hours
1 day of 8 hours (Friday) - 8 hours
42 hours

STATIONARY ENGINEMEN CLASS 111:

Shifts of 48 hours per week.

WATCHMEN:

Shifts of 53 hours per week.

3. The following shall be considered overtime for employees in the categories mentioned in this clause and shall be paid for at time and one-half:

(a) DAY WORKERS:

Time worked in excess of eight and one-half (8½) hours on Monday to Thursday inclusive, or in excess of eight (8) hours on Friday.

(b) WATCHMEN AND STATIONARY ENGINEMEN CLASS 111:

Time worked in excess of their respective weekly hours set out in Clause 2.

Time worked on Saturdays, Sundays and holidays shall also be considered overtime (except for employees in category (b) and paid for at time and one-half.

In order to compute the amount payable to piece-workers for overtime, the hourly rate will be established by dividing the total amount earned at piece-work rates during the week in which overtime occurred by the number of hours worked at piece-work rates in that week. Such employees will be paid the regular piece-work rates plus one-half the hourly rate thus established for each hour of overtime.

(b) eight (8) hours if the holiday falls on a Friday.

3. (Cont'd.)

Any employee on a salary basis required to work overtime shall be paid his regular weekly salary or the value of his time rate based on the Quebec Minimum Wage Schedule including time and one-half for overtime, whichever is the greater.

The Company undertakes to continue its present policy of not working on Saturdays, Sundays and holidays unless, in its opinion, it is essential to do so

4. Holidays shall be - New Year's Day, Epiphany, Good Friday, Ascension Day, St. Jean Baptiste Day, Dominion Day, Labour Day, Thanksgiving Day, All Saints' Day, Immaculate Conception and Christmas Day.

All employees, upon completing two (2) months' continuous service, who work the complete Scheduled hours on the work-day immediately before and on the work-day immediately after each of the following holidays, namely:

New Year's Day,	Dominion Day,
Epiphany,	Labour Day,
Good Friday,	Thanksgiving Day,
Ascension Day,	Immaculate Conception,
St. Jean Baptiste Day,	Christmas Day.

shall receive pay at their current rates, if the holiday falls on a normal factory work-day, Monday to Friday inclusive, for

- (a) Eight and one-half (8½) hours if the holiday falls on a Monday to Thursday inclusive, or
- (b) eight (8) hours if the holiday falls on a Friday.

4. (Cont'd)

However, at the discretion of Factory Management, under special circumstances, such as:

1. Verified illness,
2. Death in immediate family,
3. Jury duty,
4. Written permission,

payment will be made to those employees who have not worked the full scheduled hours on either the work-day immediately before or on the work-day immediately after the above-named holidays.

Employees who are away on vacation, in accordance with Clause 10 of this Agreement, in a week during which any of the said ten (10) holidays occurs, shall receive pay at their current rates, if the holiday falls on a normal factory work-day, Monday to Friday inclusive, for

- (a) eight and one-half ($8\frac{1}{2}$) hours if the holiday falls on a Monday to Thursday inclusive, or
- (b) eight (8) hours if the holiday falls on a Friday,

provided they work the complete scheduled hours on the work-day immediately before and on the work-day immediately after their vacation.

In order to compute the amount payable to piece-workers for the said ten (10) holidays, the hourly rate will be established by dividing the total amount earned at piece-work rates by the number of hours worked at piece-work rates:

- (a) during the week in which the holiday occurs, for employees not on vacation during such week, or
- (b) during the week preceding the holiday, for employees on vacation during the week in which such holiday occurs.

5.

There shall be established, after the signing of this Agreement, a Board of Conciliation and Arbitration, to which shall be referred such grievances as may properly be referred to it in accordance with the grievance procedure or any question arising out of the interpretation of this Agreement. The Board of Conciliation and Arbitration shall consist of four people - two of whom shall be members of the staff selected by the Company and two shall be employees selected by the Union. In the event that the Board thus constituted cannot arrive at an understanding on the question before it, a fifth member shall be agreed upon by the Board. In the event of failure to agree upon a fifth person within ten (10) days, the Minister of Justice for the Dominion of Canada shall be requested to name a Judge as Chairman. The Chairman shall be entitled to vote and the majority vote of the Board as thus constituted shall be final and binding on the parties hereto. The expenses of the fifth member in connection with such arbitration shall be borne equally by the Company and the Union.

The Board of Conciliation and Arbitration shall not have any jurisdiction to alter or change this Agreement, or to give any decision inconsistent with the terms and provisions hereof.

Any grievance arising out of employer - employee relationship shall be handled in the following manner:

- (1) Employee, accompanied by floor representative if the employee so wishes, with supervisor or assistant-foreman or foreman;

5. (Cont'd)

(11) Employee or Shop Committee, or Shop Committee accompanied by employee if the employee so wishes, with foreman and assistant factory manager and/or factory manager;

(111) Employee or Shop Committee, or Shop Committee accompanied by employee if the employee so wishes, with assistant factory manager or factory manager and director in charge of factory;

(1V) Board of Conciliation and Arbitration.

If the grievance is not settled in stage (1) above, the employee shall state his grievance in writing and hand it to the foreman.

The Shop Committee shall consist of two (2) employees appointed by the Union to investigate grievances referred to it in accordance with the procedure set out above. The names of the members of the Shop Committee and any subsequent changes in membership of this Committee shall be submitted in writing to the Company prior to such Shop Committee member commencing such duties.

No member of the Shop Committee shall leave his job to investigate a grievance except with the permission of the supervisor or assistant-foreman or foreman.

Nothing contained herein shall be deemed to prevent any individual employee from discussing any matter affecting him with the supervisor, assistant-foreman, foreman or the manager of the Factory Personnel Department.

- 6.
- a) When an employee is transferred to a higher hourly-rated job, he will be paid his former rate for a period of one (1) week; thereafter, his rate will be adjusted to the commencing rate of the higher-rated job but not lower than his former rate.
 - b) When an employee on an hourly-rated job is demoted at his own request, or on account of inefficiency, he will be paid his former rate, or the job rate if lower, from the date of transfer.
 - c) When an employee is transferred from a higher hourly-rated job to a lower hourly-rated job for any reason other than that stated in section (b), he will be paid his former rate for a period of one (1) week; thereafter, his former rate, or the job rate if lower.
 - d) One (1) week in this clause means five (5) consecutive working days.

Employees who consider themselves qualified for positions in the following categories may give their names to their foreman for consideration when vacancies occur. Details should be given of any experience or aptitude they may have for such occupations.

Maintenance Men,

Watchmen,

Elevator Operators.

Selection will be made in accordance with the provisions of Clause No. 8 (c).

6. (Cont'd.)

Notices of vacancies in the above occupations shall be posted on the Plant Notice Boards.

7. One floor representative may be elected from the employees of each department. It shall be the duty of each floor representative to investigate, as provided in this Agreement, any grievance arising in the department which he represents. No floor representative shall leave his job to investigate a grievance except with the permission of the supervisor or assistant-foreman or foreman.

List of all floor representatives elected and any changes caused by subsequent elections during the term of this Agreement shall be submitted to the Company prior to such floor representatives commencing such duties.

8. a) In laying off, seniority shall be given preference provided the employees concerned have, in the opinion of the Company, approximately equal merit, ability or efficiency, and subject to this proviso the last employee hired shall be the first laid off.
- b) When increasing staff, employees who were laid off, and who have applications on file, shall, subject to the proviso in section (a), be given preference and allowed a reasonable time to report for work.

8. (Cont'd.)

- (c) In making transfers or promotions, except to occupations not covered by this Agreement, seniority shall be given preference provided, in the opinion of the Company, The eligible employees have approximately equal merit, ability or efficiency.
- (d) Seniority rules shall not apply in making transfers or promotions to occupations not covered by this Agreement.
- (e) Notwithstanding anything to the contrary contained in this Agreement, all employees are hired on probation, the probationary period to continue for two (2) months, during which time they are to be considered temporary employees only, and during this period no seniority rights shall be recognized. Upon completion of two (2) months' continuous service, they shall, if retained, be entitled to seniority dating from the day on which they entered the Company's employment.
- (f) "Seniority Standing" means length of continuous service with the Company.

A voluntary quit or a discharge breaks seniority.

Absence from work on account of an occupational accident or occupational disease does not break seniority.

Any employees who are transferred or promoted to an occupation not covered by this Agreement, and any employees (not in excess of two (2) who leave

8. (Cont'd.)

the employment of the Company to become officers of the Tobacco Workers International Union, or of its Local 242, shall retain and accumulate seniority .

- g) The seniority lists which are posted in each department shall be revised by the Company semi-annually. The names of employees commencing employment on the same day shall be entered on such lists in alphabetical order.

9.

Except in the case of proven sickness or accident, watchmen, power-house employees and maintenance men shall under no circumstances refuse to work or absent themselves from work without the consent of the Company which shall not be unreasonably withheld.

10.

The Company will grant vacation to all employees, who were in the employment of the Company during the vacation period, in accordance with the following:

- a) All employees shall be granted one-half ($\frac{1}{2}$) day's vacation with pay for each full calendar month of service up to April 30, 1950, (not to exceed a maximum of one (1) calendar week) to be taken in the vacation period.
- b) Employees paid on an hourly or piece-work basis, who will have completed two (2) years' continuous service on or before September 30, 1950, shall be granted, in the vacation period, one week's vacation with pay, in addition to the vacation which they are granted under section (a) hereof.

10. (Cont'd.)

- c) Employees paid on an hourly or piece-work basis, who will have completed twenty (20) years' continuous service on or before September 30, 1950, shall be granted, in the vacation period, one (1) week's vacation with pay, in addition to the vacation granted under sections (a) and (b) hereof, such additional vacation to be taken at any time designated by the Company but not necessarily immediately before or immediately after the vacation provided in sections (a) and (b) hereof.
- d) Employees paid on a salary basis, who will have completed twelve (12) full calendar months' service on or before September 30, 1950, shall be granted, in the vacation period, one week's vacation with pay, in addition to the vacation which they are granted under section (a) hereof.
- e) In addition to the vacation provided for in sections (a) and (d) hereof, employees on a salary basis shall be granted vacations as follows:
 - (1) Upon completion of ten (10) years' continuous service on or before September 30, 1950, two days' vacation.
 - (11) Upon completion of fifteen (15) years' continuous service on or before September 30, 1950, four days' vacation.

10. (Cont'd.)

(e) Cont'd.)

- (111) Upon completion of twenty (20) years' continuous service on or before September 30, 1950, one week's vacation.

Employees who leave the employment of the Company before receiving the additional vacation granted under sections (b) , (c) , (d) or (e) of this clause , shall not be entitled to such vacation or to pay in lieu thereof.

The vacation pay to which an employee, paid on an hourly or piece-work basis, shall be entitled, shall be calculated as follows:

- (1) If the employee was employed after April 30, 1949, he shall receive 2% of his wages earned between May 1, 1949 and April 30, 1950.
- (2) If the employee was employed before May 1, 1949, and
- (a) he is paid on an hourly basis, he shall receive pay at his current hourly rate for the number of hours during each week of vacation equal to his normal weekly hours as set forth in Clause 2 of this Agreement.
- (b) he is paid on a piece-work basis, he shall receive pay, based on his average hourly earnings, for the number of hours during each week of vacation equal to his normal weekly hours as set forth in Clause 2 of this Agreement. In

10. (Cont'd.)

(2) (b) Cont'd.)

order to compute his average hourly earnings, the amount earned at piece-work rates during the four complete weeks ending April 23, 1950 will be divided by the number of hours worked at piece-work rates during such four weeks.

An employee paid on a salary basis shall receive his full salary for the period of his vacation.

The vacation period for all employees commences May 1, 1950 and ends on September 30, 1950.

11. The Company agrees to pay and the Union agrees to accept the presently existing scale of wage rates during the term of this Agreement.

Nothing stated herein shall be deemed to deprive the Company of its legal right to adjust the wage rates of individual employees within the limits of the basic scale of wage rates existing from time to time.

12. To compensate for variations in the cost of living, the Company will pay a Cost of Living Allowance equal to 1% of wages or salary for each full point by which the Cost of Living Index number, compiled as at present by the Dominion Government, for the preceding month exceeds 156.6, provided such Allowance will not be paid upon the excess of any wage or salary over \$35.00 per week.

13.

Nothing in this Agreement shall be construed to mean that the Company may not pay any employee or employees more than the job rate which may be payable from time to time under this Agreement.

14.

The Company agrees to permit Union notices, if approved by the Factory Manager or Assistant Factory Manager, to be posted on the Plant Notice Boards, provided such notices be restricted to announcements of :

- a) Recreation or social affairs,
- b) Union elections, appointments, and results of elections,
- c) Notices of Union meetings.

Notices shall be posted only by the Management.

15.

The management and operation of the business, and, subject to the provisions of this Agreement, the employment, discharging, direction and promotion of employees shall be vested exclusively in the Company.

16.

There shall be no strikes, slow-downs or lock-outs, either complete or partial, during the term of this Agreement.

17.

All employees who are members of the Union, or hereafter become members, shall remain members during the term of this Agreement.

All new employees hereafter employed, upon completion of a two (2) months' probationary

17. (Cont'd.)

period, shall become members and remain members during the term of this Agreement.

Provided, however, that any employees shall have the right to resign his membership in the Union by giving written notice to the Company and to the Union within ten days prior to December 31, 1950.

18. The Company, upon receipt of written authorization from any of its employees in the form prescribed by the Company, will deduct, and continue to deduct until the termination of this Agreement, from such employees' last pay in each month the sum of 25¢ per each pay week of such month for payment of Union dues.

A cheque in favour of Local 242, Tobacco Workers International Union, for the amount of dues so collected, less 2% to be retained by the Company, will be forwarded to the Treasurer of Local 242 on or before the tenth day of the month following each deduction date.

19. Any provision in this Agreement which is contrary to law or regulation in force from time to time shall have no force or effect, but this Agreement shall not be invalid by reason of any such provision.

20. This Agreement shall be in force and effect from the time that it is executed up to and including December 31, 1950, and, unless written notice to the contrary is given by either party to

20. (Cont'd.)

the other within a delay which shall not be more than forty (40) days nor less than thirty (30) days prior to the termination of the Agreement, the said Agreement shall continue thereafter from year to year.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first hereinabove mentioned.

IN THE PRESENCE OF:

IMPERIAL TOBACCO COMPANY OF CANADA,
LIMITED (EMPIRE BRANCH)

(Sgd.) E. A. GRAHAM

BY: (Sgd.) J.W. HALPIN

TOBACCO WORKERS INTERNATIONAL UNION,
LOCAL 242.

(Sgd.) ROSARIO LEBEAU

BY: (Sgd.) ROMUALD GAGNON

(Sgd.) ARSENE SCOTT

(Sgd.) ARTHUR HOULE

(Sgd.) EDDY DUMOULIN.

CERTIFIED A TRUE COPY:

A. R. TILLEY.
Secretary.

TOBACCO WORKERS INTERNATIONAL UNION

708 6th Avenue
Verdun. P.Q.

July 28, 1949.

Quebec Labour Relations Board
7080 rue Hutchison Street
Montreal. P.Q.

Dear Sir:

I have enclosed two copies of the recent collective Agreement entered into by Local 242 of the Tobacco Workers International Union and the Imperial Tobacco Company of Canada (Empire Branch) Grandy, P.Q.

I trust that you will find everything in order and these copies are all in order. With best regards I remain,

Yours truly

John Purdie, Fifth Vice President.

19/2136

THIS AGREEMENT entered into as of the twenty-third day of May,
1949,

BETWEEN: IMPERIAL TOBACCO COMPANY OF CANADA,
LIMITED, EMPIRE BRANCH, COWIE STREET,
GRANBY, QUE., (hereinafter called the
"COMPANY")

OF THE FIRST PART:

AND:

TOBACCO WORKERS INTERNATIONAL UNION,
LOCAL 242, affiliated with the American
Federation of Labour, a Voluntary Asso-
ciation, acting on behalf of the em-
ployees of Imperial Tobacco Company of
Canada, Limited, in the factory at Empire
Branch, Cowie Street, Granby, Que.,
(hereinafter Called the "UNION")

OF THE SECOND PART:

RECOGNIZING the common dependence of the Company and of
its employees upon the welfare of the business as a
whole; recognizing further that maintenance of good-will
and mutual respect between employers and employees can
contribute greatly to the maintenance of and increase in
that welfare, the parties to this contract have joined
together in the following Agreement covering wages,
hours of work and working conditions, which are set out
below.

1. The term "employees" as used in this
Agreement refers to all factory employees below the rank
of supervisor working in the plant of the Company at
Empire Branch, Cowie Street, Granby, Que., but does not
refer to hospital staff, laboratory staff, instructors,
probationary employees and part-time employees.

19/2136

2. The normal work-week shall be as follows:-

DAY WORKERS:

44 days of 9 hours (Mon. to Thurs. incl.)	36 hours
1 day of 8 hours (Friday)	<u>8</u> hours
	<u>44</u> hours

WATCHMEN AND STATIONARY ENGINEMEN CLASS 111:

Shifts of fifty-six hours per week.

3. The following shall be considered over time for employees in the categories mentioned in this clause and shall be paid for at time and one-half:

(a) DAY WORKERS:

Time worked in excess of nine (9) hours on Monday to Thursday inclusive, or in excess of eight (8) hours on Friday.

(b) WATCHMEN AND STATIONARY ENGINEMEN CLASS 111:

Time worked in excess of fifty-six (56) hours per week.

Time worked on Saturdays, Sundays and holidays shall also be considered overtime (except for employees in category (b)) and paid for at time and one-half.

In order to compute the amount payable to piece-workers for overtime, the hourly rate will be established by dividing the total amount earned at piece-work rates during the week in which overtime occurred by the number of hours worked at piece-work rates in that week . Such employees will be paid the regular piece-work rates plus one-half the hourly rate thus established for each hour of overtime.

Any employee on a salary basis required

3. (Cont'd.)

to work overtime shall be paid his regular weekly salary or the value of his time rate based on the Quebec Minimum Wage Schedule including time and one-half for overtime, whichever is the greater.

The Company undertakes to continue its present policy of not working on Saturdays, Sundays and holidays unless, in its opinion, it is essential to do so.

4. Holidays shall be - New Year's Day, Good Friday, St. Jean Baptiste Day, Dominion Day, Labour Day, Thanksgiving Day and Christmas Day.

On the four days of religious obligation, Epiphany, Ascension Day, All Saints' Day and Immaculate Conception Day, the plant will also be closed.

All employees, upon completing two (2) months' continuous service, who work the complete scheduled hours on the work-day immediately before and on the work-day immediately after Ascension Day and each of the following holidays, namely:

New Year's Day,
Good Friday,
St. Jean Baptiste Day,
Dominion Day,
Labour Day,
Thanksgiving Day,
Christmas Day,

shall receive pay at their current rates for

- (a) nine (9) hours if the day falls on a Monday to Thursday inclusive, or
- (b) eight (8) hours if the day falls on a Friday.

4. (Cont'd.)

However, at the discretion of Factory Management, under special circumstances, such as:

1. Verified illness,
2. Death in immediate family,
3. Jury duty,
4. Written permission,

payment will be made to those employees who have not worked the full scheduled hours on either the work-day immediately before or on the work-day immediately after the above-named holidays or Ascension Day.

Employees who are away on vacation, in accordance with Clause 10 of this Agreement, in a week during which any of the said seven (7) holidays or Ascension Day occurs, shall receive pay at their current rate for.

- a) nine (9) hours if the day falls on a Monday to Thursday inclusive, or
- b) eight (8) hours if the day falls on a Friday,

Provided they work the complete scheduled hours on the work-day immediately before and on the work-day immediately after their vacation.

In order to compute the amount payable to piece-workers for the said seven (7) holidays and Ascension Day, the hourly rate will be established by dividing the total amount earned at piece-work rates by the number of hours worked at piece-work rates:

- a) during the week in which Ascension Day or the holiday occurs, for employees not on vacation during such week, or
- b) during the week preceding Ascension Day or the holiday, for employees on vacation during the week in which such day occurs.

5. There shall be established, after the signing of this Agreement, a Board of Conciliation and Arbitration, to which shall be referred such grievances as may properly be referred to it in accordance with the grievance procedure or any question arising out of the interpretation of this Agreement. The Board of Conciliation and Arbitration shall consist of four people - two of whom shall be members of the staff selected by the Company and two shall be employees selected by the Union. In the event that the Board thus constituted cannot arrive at an understanding on the question before it, a fifth member shall be agreed upon by the Board. In the event of failure to agree upon a fifth person within ten (10) days, the Minister of Justice for the Dominion of Canada shall be requested to name a judge as Chairman. The Chairman shall be entitled to vote and the majority vote of the Board as thus constituted shall be final and binding on the parties hereto. The expenses of the fifth member in connection with such arbitration shall be borne equally by the Company and the Union.

The Board of Conciliation and Arbitration shall not have any jurisdiction to alter or change this Agreement, or to give any decision inconsistent with the terms and provisions hereof.

Any grievance arising out of employer-employee relationship shall be handled in the following manner:

- 1) Employee, accompanied by floor representative if the employee so wishes, with supervisor or assistant-foreman or foreman;

5. (Cont'.)

(II) Employee or Shop Committee, or Shop Committee accompanied by employee if the employee so wishes, with foreman and assistant factory manager and/or factory manager;

(III) Employee or Shop Committee, or Shop Committee accompanied by employee if the employee so wishes, with assistant factory manager or factory manager and director in charge of factory;

(IV) Board of Conciliation and Arbitration.

if the grievance is not settled in stage (1) above, the employee shall state his grievance in writing and hand it to the foreman.

The Shop Committee shall consist of two (2) employees appointed by the Union to investigate grievances referred to it in accordance with the procedure set out above. The names of the members of the Shop Committee or any subsequent changes in membership of this Committee shall be submitted in writing to the Company prior to such Shop Committee member commencing such duties.

No member of the Shop Committee shall leave his job to investigate a grievance except with the permission of the supervisor or assistant-foreman or foreman.

Nothing contained herein shall be deemed to prevent any individual employee from discussing any matter affecting him with the supervisor, assistant-foreman, foreman or the manager of the Factory Personnel Department.

- 6.
- a) When an employee is transferred to a higher hourly-rated job, he will be paid his former rate for a period of one (1) week; thereafter, his rate will be adjusted to the commencing rate of the higher-rated job but not lower than his former rate.
 - b) When an employee on an hourly-rated job is demoted at his own request, or on account of inefficiency, he will be paid his former rate, or the job rate if lower, from the date of transfer.
 - c) When an employee is transferred from a higher hourly-rated job to a lower hourly-rated job for any reason other than that stated in section (b) , he will be paid his former rate for a period of one (1) week; thereafter, his former rate, or the job rate if lower.
 - d) One (1) week in this clause means five (5) consecutive working days.

Employees who consider themselves qualified for positions in the following categories may give their names to their foreman for consideration when vacancies occur. Details should be given of any experience or aptitude they may have for such occupations.

Maintenance Men,

Watchmen,

Elevator Operators.

Selection will be made in accordance with the provisions of Clause No. 8 (c).

6. (Cont'.)

Notices of vacancies in the above occupations shall be posted on the Plant Notice Boards.

7. One floor representative may be elected from the employees of each department . It shall be the duty of each floor representative to investigate, as provided in this Agreement , any grievance arising in the department which the represents. No floor representative shall leave his job to investigate a grievance except with the permission of the supervisor or assistant-foreman or foreman.

List of all floor representatives elected and any changes caused by subsequent elections during the term of this Agreement shall be submitted to the Company prior to such floor representatives commencing such duties.

8. a) In laying off, seniority shall be given preference provided the employees concerned have, in the opinion of the Company, approximately equal merit, ability or efficiency, and subject to this proviso the last employee hired shall be the first laid off.
- b) When increasing staff, employees who were laid off, and who have applications on file, shall, subject to the proviso in section (a) , be given preference and allowed a reasonable time to report for work .

8. (Cont'd.)

- c) In making transfers or promotions, except to occupations not covered by this Agreement, seniority shall be given preference provided, in the opinion of the Company, the eligible employees have approximately equal merit, ability or efficiency.
- d) Seniority rules shall not apply in making transfers or promotions to occupations not covered by this Agreement.
- e) Notwithstanding anything to the contrary contained in this Agreement, all employees are hired on probation, the probationary period to continue for two (2) months, during which time they are to be considered temporary employees only, and during this period no seniority rights shall be recognized. Upon completion of two (2) months' continuous service, they shall, if retained, be entitled to seniority dating from the day on which they entered the Company's employment.
- f) "Seniority Standing" means length of continuous service with the Company. A voluntary quit or a discharge breaks seniority.

Absence from work on account of an occupational accident or occupational disease does not break seniority.

Any employees who are transferred or promoted to an occupation not covered by this Agreement, and any employees (not in excess of two (2)) who leave

8. (Cont'd.)

the employment of the Company to become officers of the Tobacco Workers International Union, or of its Local 242, shall retain and accumulate seniority.

- g) The seniority lists which are posted in each department shall be revised by the Company semi-annually. The names of employees commencing employment on the same day shall be entered on such list in alphabetical order.

9. Except in the case of proven sickness or accident, watchmen, power-house employees and maintenance men shall under no circumstances refuse to work or absent themselves from work without the consent of the Company which shall not be unreasonably withheld.

10. The Company will grant vacation to all employees, who are in the employment of the Company during the vacation period, in accordance with the following:

- a) All employees shall be granted one-half ($\frac{1}{2}$) days' vacation with pay for each full calendar month of service up to April 30, 1949, (not to exceed a maximum of one (1) calendar week) to be taken in the vacation period.
- b) Employees paid on an hourly or piece-work basis, who will have completed three (3) years' continuous service on or before September 30, 1949, shall be granted, in the vacation period, one week's vacation

10. (Cont'd.)

b) Cont'd.

with pay, in addition to the vacation which they are granted under section (a) hereof.

c) Employees paid on an hourly or piece-work basis, who will have completed twenty (20) years' continuous service on or before September 30, 1949, shall be granted, in the vacation period, one (1) week's vacation with pay, in addition to the vacation granted under sections (a) and (b) hereof, such additional vacation to be taken at any time designated by the Company but not necessarily immediately before or immediately after the vacation provided in sections (a) and (b) hereof.

d) Employees paid on a salary basis, who will have completed twelve (12) full calendar months' service on or before September 30, 1949, shall be granted, in the vacation period, one week's vacation with pay, in addition to the vacation which they are granted under section (a) hereof.

e) In addition to the vacation provided for in sections (a) and (d) hereof, employees on a salary basis shall be granted vacations as follows:

(1) Upon completion of ten (10) years' continuous service on or before September 30, 1949, two days' vacation.

10. (Cont'd.)

e) Cont'd.

(11) Upon completion of fifteen (15) years' continuous service on or before September 30, 1949, four days' vacation.

(111) Upon completion of twenty (20) years' continuous service on or before September 30, 1949, one week's vacation.

Employees who leave the employment of the Company before receiving the additional vacation granted under sections (b) , (d) or (e) of this clause, shall not be entitled to such vacation or to pay in lieu thereof.

The vacation pay to which an employee, paid on an hourly or piece-work basis, shall be entitled, shall be calculated as follows:

(1) If the employee was employed after April 30, 1948, he shall receive 2% of his wages earned between May 1, 1948 and April 30, 1949.

(2) If the employee was employed before May 1, 1948, and

a) he is paid on an hourly basis, he shall receive pay at his current hourly rate for the number of hours during each week of vacation equal to his normal weekly hours as set forth in Clause 2 of this Agreement.

10. (Cont'd.)

(2) Cont'd.

(b) If he is paid on a piece-work basis, he shall receive pay based on his average hourly earnings, for the number of hours during each week of vacation equal to his normal weekly hours as set forth in Clause 2 of this Agreement. In order to compute his average hourly earnings, the amount earned at piece-work rates during the four complete weeks ending April 30, 1949 will be divided by the number of hours worked at piece-work rates during such four weeks.

An employee paid on a salary basis shall receive his full salary for the period of his vacation .

The vacation period for all employees commences May 1, 1949 and ends on September 30, 1949 .

11. The Company agrees to pay and the Union agrees to accept the presently existing scale of wage rates during the term of this Agreement.

Nothing stated herein shall be deemed to deprive the Company of its legal right to adjust the wage rates of individual employees within the limits of the basic scale of wage rates existing from time to time.

12. To compensate for variations in the cost of living , the Company will pay a Cost of Living Allowance equal to 1% of wages or salary for each full point by which the Cost of Living Index number, compiled as

12. (Cont'd.)

at present by the Dominion Government, for the preceding month exceeds 149.6, provided such Allowance will not be paid upon the excess of any wage or salary over \$35.00 per week.

This Cost of Living Allowance will replace the Cost of Living Allowance that has been paid by the Company since September 1947, and the first payment, which will be made on June 24, 1949, will be in respect of the work-week commencing June 13, 1949.

13. Nothing in this Agreement shall be construed to mean that the Company may not pay any employee or employees more than the job rate which may be payable from time to time under this Agreement.

14. The Company agrees to permit Union notices, if approved by the Factory Manager or Assistant Factory Manager, to be posted on the Plant Notice Boards, provided such notices be restricted to announcements of:

- a) Recreation or social affairs,
- b) Union elections, appointments, and results of elections,
- c) Notices of Union meetings.

Notices shall be posted only by the Management.

15. The management and operation of the business, and, subject to the provisions of this Agreement, the employment, discharging, direction and promotion of employees shall be vested exclusively in the Company.

16. There shall be no strikes, slow-downs or lockouts, either complete or partial, during the term of this Agreement.

17. All employees who are members of the Union, or hereafter become members, shall remain members during the term of this Agreement.

All new employees hereafter employed, upon completion of a two (2) months' probationary period, shall become members and remain members during the term of this Agreement.

Provided, however, that any employee shall have the right to resign his membership in the Union by giving written notice to the Company and to the Union within ten days prior to May 22, 1950.

18. The Company, upon receipt of written authorization from any of its employees in the form prescribed by the Company, will deduct, and continue to deduct until the termination of this Agreement, from such employees' last pay in each month the sum of 25¢ per each pay week of such month for payment of Union dues.

A cheque in favour of Local 242, Tobacco Workers International Union, for the amount of dues so collected, less 2% to be retained by the Company, will be forwarded to the Treasurer of Local 242 on or before the tenth day of the month following each deduction date.

19. Any provision in this Agreement which is contrary to law or regulation in force from time to

19. (Cont'd.)

time shall have no force or effect , but this Agreement shall not be invalid by reason of any such provisions.

20. This Agreement shall be in force and effect from the time that it is executed up to and including May 22, 1950, and, unless written notice to the contrary is given by either party to the other within a delay which shall not be more than forty (40) days nor less than thirty (30) days prior to the termination of the Agreement, the said Agreement shall continue thereafter from year to year.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first hereinabove mentioned.

IN THE PRESENCE OF:

IMPERIAL TOBACCO COMPANY OF CANADA, LIMITED (EMPIRE BRANCH)

(Signed) E.A. GRAHAM

BY: (Signed) J.W. HALPIN

TOBACCO WORKERS INTERNATIONAL UNION , LOCAL 242.

(Signed) P.E. DUBOIS

BY: (Signed) ROMUALD GAGNON

(Signed) ARSENE SCOTT

(Signed) ARTHUR HOULE

(Signed) EDDY DUMGULIN

CERTIFIED A TRUE COPY

A.R. TILLEY.
SECRETARY.

I the undersigned, JOHN PURDIE, hereby declare
that the attached copies of a Collective Agreement is a true copy
of the Collective Agreement entered into between the IMPERIAL
TOBACCO COMPANY LIMITED, COWIE STREET GRANBY, and Local 242 OF
THE TOBACCO WORKERS INTERNATIONAL UNION, on the twenty-first
day of May, 1948.

John Purdie,

Fifth Vice President

19/1802

THIS AGREEMENT entered into on the....twenty-first.....day of ...May
.....1948.

BETWEEN:

IMPERIAL TOBACCO COMPANY OF CANADA,
LIMITED, EMPIRE BRANCH, COWIE STREET,
GRANBY, QUE; (hereinafter called the
"Company")

OF THE FIRST PART:

-and-

TOBACCO WORKERS INTERNATIONAL UNION,
LOCAL 242, affiliated with the Ame-
rican Federation of Labour, a volun-
tary Association, acting on behalf of
the employees of Imperial Tobacco Com-
pany of Canada, Limited, Empire Branch,
Cowie Street, in the factory at Granby,
Que; (hereinafter called the "Union").

OF THE SECOND PART:

RECOGNIZING the common dependence of the Company and of its employees upon the welfare of the business as a whole; recognizing further that maintenance of good-will and mutual respect between employers and employees can contribute greatly to the maintenance of ~~and increase~~ in that welfare, the parties to this contract have joined together in the following Agreement covering wages, hours of work and working conditions, which are set out below.

1. The term "employees" as used in this Agreement refers to all factory employees below the rank of supervisor working in the plant of the Company at Empire Branch, Cowie Street, Granby, Quebec; but does not refer to Hospital Staff, Laboratory Staff, instructors, probationary employees and part-time employees.
2. The normal work-week shall be as follows:
DAY WORKERS
5 days of 9 hours (Monday to Friday inclusive) -45 hours
WATCHMEN AND STATIONARY ENGINEEREN CLASS III
Shifts of fifty-six (56) hours per week.
3. The following shall be considered overtime for employees in the categories mentioned in this clause and shall be paid for at time and one-half:

(a) DAY WORKERS

Time worked in excess of nine (9) hours on
Mondays to Fridays inclusive.

(b) WATCHMEN AND STATIONERY ENGINEEREN CLASS III

Time worked in excess of fifty-six (56)
hours per week.

Time on Saturdays, Sundays and holidays shall also be considered overtime (except for employees in category (b) and paid for at time and one-half.

In order to compute the amount payable to piece-workers for overtime, the hourly rate will be established by

dividing the total amount earned at piece-work rates during the week in which overtime occurred by the number of hours worked at piece-work rates in that week. Such employees will be paid the regular piece-work rates plus one-half the hourly rate thus established for each hour of overtime.

Any employee on a salary basis required to work overtime shall be paid his regular weekly salary or the value of his time rate based on the Quebec Minimum Wage Schedule including time and one-half for overtime, whichever is the greater.

The Company undertakes to continue its present policy of not working on Saturdays, Sundays, and holidays unless, in its opinion, it is essential to do so.

4. Holidays shall be- New Year's Day, Good Friday, St Jean Baptiste Day, Dominion Day, Labour Day, Thanksgiving Day and Christmas Day.

On the four days of religious obligation, Epiphany, Ascension Day, All Saint's Day and Immaculate Conception Day, the plant will also be closed.

All employees now in the service of the Company, and all persons employed after the date of this Agreement upon completing six month's continuous service, who work the complete scheduled hours on the work-day immediately before and on the work-day immediately after each of the following holidays, namely:

Good Friday	Labour Day
St Jean Bpatiste Day	Thanksgiving Day
Dominion Day	Christmas Day,

shall receive pay at their current rates for nine (9) hours for each holiday, if the holiday falls on a normal factory work-day (Monday to Friday inclusive). However, at the discretion of Factory Management, under special circumstances, such as:

1. Verified illness,
2. Death in the immediate family,
3. Jury duty,
4. Written permission,

payment will be made to those employees who have not worked the full scheduled hours on either the work-day immediately before or the work-day immediately after the above-named holidays.

Employees who are away on vacation, in accordance with Clause 10 of this Agreement, in a week during which any of the said six (6) holidays occurs, shall receive pay at their current rates for nine (9) hours for such holiday if the holiday falls on a normal factory work-day, (Monday to Friday inclusive) provided they work the complete scheduled hours on the work-day immediately before and on the work-day immediately after their vacation.

In order to compute the amount payable to piece-workers for the said (6) holidays, the hourly rate will be established by dividing the total amount earned at piece-work rates by the number of hours worked at piece-work rest:

- (a) during the week in which the holiday occurs, for employees not on vacation during such week, or
- (b) during the week preceding the holiday, for employees on vacation during the week in which such holiday occurs.

5. There shall be established, after the signing of this Agreement, a Board of Conciliation and Arbitration to which shall be referred such grievances as may properly be referred to it in accordance with the grievance procedure or any questions arising out of the interpretation of this Agreement. The Board of Conciliation and Arbitration shall consist X of four people - two of whom shall be members of the staff selected

5. (Cont'd)

On the question before it, a fifth member shall be agreed upon by the Board. In the event of failure to agree upon a fifth person within ten (10) days, the Minister of Justice for the Dominion of Canada shall be requested to name a Judge as Chairman. The Chairman shall be entitled to vote and the majority vote of the Board as thus constituted shall be final and binding on the parties hereto. The expenses of the fifth member in connection with such arbitration shall be borne equally by the Company and the Union.

The Board of Conciliation and Arbitration shall not have any jurisdiction to alter or change this Agreement, or to give any decision inconsistent with the terms and provisions hereof.

Any grievance arising out of employer-employee relationship shall be handled in the following manner:

- (I) Employee, accompanied by floor representative if the employee so wishes, with supervisor or assistant-foreman or foreman;
- (II) Employee or Shop Committee, or Shop Committee accompanied by employee if the employee so wishes, with foreman and assistant factory manager and/or factory manager.
- (III) Employee or Shop Committee, or Shop Committee accompanied by employee if the employee so wishes, with assistant factory manager or factory manager and director in charge of factory.
- (IV) Board of Conciliation and Arbitration.

If the grievance is not settled in stage (I) above, the employee shall state his grievance in writing and hand a copy to the foreman.

The Shop Committee shall consist of two (2) employees appointed by the Union to investigate grievance referred to it in accordance with the procedure set out above. The names of the members of the Shop Committee or any subsequent changes in membership of this Committee shall be submitted in writing to the Company prior to such Shop Committee member commencing such duties.

No member of the Shop Committee shall leave his job to investigate a grievance except with the permission of the supervisor or assistant-foreman or foreman.

Nothing contained herein shall be deemed to prevent any individual employee from discussing any matter affecting him with the supervisor, assistant-foreman, foreman, or the manager of the Factory Personnel Department.

6.

(a) When an employee is transferred to a higher hourly-rated job, he will be paid his former rate for a period of one (1) week; thereafter, his rate will be adjusted to the commencing rate of the higher rated-job but not lower than his former rate.

(b) When an employee on an hourly-rated job is demoted at his own request, or on account of inefficiency, he will be paid his former rate, or the job rate if lower, from the date of transfer.

(c) When an employee is transferred from a higher hourly-rated job to a lower hourly-rated job for any reason other than that stated in section

6. (Cont'd)

(b), he will be paid his former rate for a period of one (1) week; thereafter, his former rate, or the job rate if lower.

(d) One week in this clause means five (5) consecutive working days.

Employees who consider themselves qualified for positions in the following categories may give their names to their foreman for consideration when vacancies occur. Details should be given of any experience or aptitude they may have for such occupations:

Maintenance Men;
Watchmen;
Elevator Operators.

Selection will be made in accordance with the provisions of Clause No. 8 (c).

Notices of vacancies in the above occupations shall also be posted on the Plant Notice Boards.

7. One floor representative may be elected from the employees of each department. It shall be the duty of each floor representative to investigate, as provided in this Agreement, any grievance arising in the department which he represents. No floor representative shall leave his job to investigate a grievance except with the permission of the supervisor or assistant-foreman or foreman.

List of all floor representatives elected and any changes caused by subsequent elections during the life of this Agreement shall be submitted to the Company prior to such floor representatives commencing such duties.

8. (a) In Laying off, seniority shall be given preference provided the employees concerned have, in the opinion of the Company, approximately equal merit, ability or efficiency, and subject to this proviso the last employee hired shall be the first laid off.

(b) When increasing staff, employees who were laid off, and who have applications on file, shall, subject to the proviso in section (a), be given preference and allowed a reasonable time to report for work.

(c) In making transfers or promotions, except to occupations not covered by this Agreement, seniority shall be given preference provided, in the opinion of the Company, the eligible employees have approximately equal merit, ability or efficiency

(d) Seniority rules shall not apply in making transfers or promotions to occupations not covered by this Agreement.

(e) Notwithstanding anything to the contrary contained in this Agreement all employees are hired on probation, the probationary period to continue for two (2) months, during which time they are to be considered temporary employees only, and during this period no seniority rights shall be recognized. Upon completion of two (2) months' continuous service, they shall, if retained, be entitled to seniority dating from the day on which they entered the Company's employment.

(f) "Seniority Standing" means length of continuous service with the Company.

8. (Cont'd)

A voluntary quit or discharge breaks seniority.

Absence from work on account of an occupational accident or occupational disease does not break seniority.

Any employees who are transferred or promoted to an occupation not covered by this Agreement, and any employees (not in excess of two (2) who leave the employment of the Company to become officers of the Tobacco Workers International Union or of its Local 242, shall retain and accumulate seniority.

- (g) The seniority lists which are posted in each department shall be revised by the Company semi-annually. The names of employees commencing employment on the same day shall be entered on such list in alphabetical order.

9. Except in the case of proven sickness or accident, watchmen, power-house employees and maintenance men shall under no circumstances refuse to work or absent themselves from work without the consent of the Company which shall not be unreasonably withheld.

10. The Company will grant vacation to all employees, who are in the employment of the Company during the vacation period, in accordance with the following:

- (a) All employees shall be granted one-half ($\frac{1}{2}$) day's vacation with pay for each full calendar month of service up to April 30, 1948, (not to exceed a maximum of one (1) calendar week) to be taken in the vacation period.
- (b) Employees paid on an hourly or piece-work basis, who will have completed five (5) years' continuous service on or before September 30, 1948, shall be granted in the vacation period, one week's vacation with pay, in addition to the vacation which they are granted under section (a) hereof.
- (c) Employees paid on a salary basis, who will have completed twelve (12) full calendar months' service on or before September 30th, 1948, shall be granted, in the vacation period, one week's vacation with pay, in addition to the vacation which they are granted under section (a) hereof.
- (d) In addition to the vacation provided for in sections (a) and (c) hereof, employees on a salary basis shall be granted vacations as follows:
 - (I) Upon completion of ten (10) years' continuous service on or before September 30, 1948, two (2) days' vacation.
 - (II) Upon completion of fifteen (15) years' continuous service on or before September 30, 1948, four (4) days' vacation.
 - (III) Upon completion of twenty (20) years' continuous service on or before September 30, 1948, one weeks' vacation.

Employees who leave the employment of the Company before receiving the additional vacation granted under sections (b), (c) or (d) of this clause, shall not be entitled to such vacation or to pay in lieu thereof.

The vacation pay to which an employee, paid on an hourly or piece-work basis, shall be entitled, shall be calculated as follows:

10. (Cont'd)

- (1) If the employee was employed after January 1, 1947, he shall receive 2% of his wages earned between May 1st, 1947 and April 30th, 1948.
- (2) If the employee was employed before January 1, 1947, he shall receive 2% of his wages earned during the twelve months ended December 31, 1947.
- (3) For any additional vacation granted under section (b) of this clause, the employee shall receive 2% of his wages earned during the twelve months ended December 31, 1947.

An employee paid on a salary basis shall receive his full salary for the period of his vacation,

The vacation period for all employees commences May 1, 1948, and ends on September 30, 1948.

11. The Company agrees to pay and the Union agrees to accept the presently existing scale of wage rates during the life of this Agreement.

Nothing stated herein shall be deemed to deprive the Company of its legal right to adjust the wage rates of individual employees within the limits of the basic scale of wage rates existing from time to time.

12. Nothing in this Agreement shall be construed to mean that the Company may not pay any employee or employees more than the job rate which may be payable from time to time under this Agreement.

13. The Company agrees to permit Union Notices, if approved by the Factory Manager or Assistant Factory Manager, to be posted on the Plant Notice Boards, provided such notices be restricted to announcements of:

- (a) Recreational or Social affairs,
- (b) Union elections, appointments, and results of elections,
- (c) Notices of Union meetings.

Notices shall be posted only by the Management.

14. The management and operation of the business, and subject to the provisions of this Agreement, the employment, discharging, direction and promotion of employees shall be vested exclusively in the Company.

15. There shall be no strikes, slow-downs or lockouts, either complete or partial, during the life of this Agreement.

16. All employees who are members of the Union, or hereafter become members, shall remain members during the life of this Agreement.

All new employees hereafter employed, upon completion of a two (2) months' probationary period, shall become members and remain members during the life of this Agreement.

Provided, however, that any employees shall have the right to resign his membership in the Union by giving written notice to the Company and to the Union within ten days prior to twentieth May, 1949.

17. The Company, upon receipt of written authorization from any of its employees in the form prescribed by the Company, will deduct, and continue to deduct until the termination of this Agreement, from such employees' last pay in each month the sum of 25¢ per each pay week of such month for payment of Union dues.

A cheque in favour of Local 242, Tobacco Workers International Union, for the amount of dues so collected, less 2% to be retained by the Company, will be forwarded to the Treasurer of Local 242 on or before the tenth day of the month following each deduction date.

18. Any provision in this Agreement which is contrary to law or regulation in force from time to time shall have no force or effect, but this Agreement shall not be invalid by reason of any such provision.

19. This Agreement shall be in force and effect from the time that it is executed up to and including 20th day of May, 1949. and, unless written notice to the contrary is given by either party to the other within a delay which shall not be more than forty (40) days nor less than thirty (30) days prior to the termination of the Agreement, the said Agreement shall continue thereafter from year to year.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first hereinabove mentioned.

IN THE PRESENCE OF:

IMPERIAL TOBACCO COMPANY OF CANADA,
LIMITED (EMPIRE BRANCH)

E.A. GRAHAM

By J.W. HALPIN

TOBACCO WORKERS INTERNATIONAL UNION
LOCAL 242

P.E. DUBOIS

By CHARLES GAGNON

ARSENE SCOTT

ROMAULD GAGNON

ARTHUR HOULE