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AGREEMENT made in duplicate in the City and District of Montreal, Province of Quebec, Canada, this 1st day of March, 1953.

BY AND BETWEEN:

THE OGILVIE FLOUR MILLS CO. LIMITED, (Hereinafter called the "Company" or

PARTY OF THE FIRST PART

AND

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA (Hereinafter called the "Union" or

PARTY OF THE SECOND PART

WHEREAS the Union has been recognized by the Labour Relations Board of the Province of Quebec, established pursuant to the Labour Relations Act (R.S.Q. 1941 Ch. 16A) as the collective representative of the employees of the Steam Power Plant of the Company situated on Mill Street in the City of Montreal, in the Province of Quebec

WHEREAS the parties hereto have negotiated for the purpose of making a collective Agreement and are agreeable to these presents.

NOW THEREFORE, THESE PRESENTS WITNESSETH:

THAT, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows, that is to say:

1. RECOGNITION

The Company pursuant to the provisions of the Labour Relations Act hereby recognizes the Union as the collective representative of the employees of the Steam Power House operated by the Company at its plant on Mill Street, in the City of Montreal, in the Province of Quebec, such employees so represented by the Union hereinafter being called the "employee".

19/34 94

2. WAGES AND NORMAL WORKING HOURS

The rates of pay to be paid by the Company, effective as and from first day of March, 1953 and the respective classifications of employees contained herein are set forth in Schedule A hereto attached to form part hereof.

From 1st March - June 1st, 1953 the normal working hours shall not exceed eight hours per day or forty-eight hours per week at straight time.

Effective 1st June, 1953 the normal working hours shall not exceed eight hours per day or forty hours per week at straight time.

The reference to "normal working hours" indicates straight time working hours and not minimum working hours.

Schedules of shift work shall be made by agreement between the Company and the employees.

3. COMPULSORY CHECK-OFF

It shall be a condition of employment that any eligible employee at the date of this Agreement whether a member of the Union or not, shall be required to pay the normal Union dues for the duration of this Agreement and that the same shall be deductible from the first pay cheques in each month and forwarded to the Union by the Company.

It shall be a condition of employment that any eligible new employee, at the conclusion of his probationary period, pay the normal Union dues for the duration of this Agreement and which shall be deductible from pay cheque as outlined in paragraph one of this Article.

4. STATUTORY HOLIDAYS

Straight time rates for normal working hours shall be paid for work not performed on the following Statutory Holidays, and which would otherwise have been worked if these days had not been Statutory Holidays:

NEW YEAR'S DAY
DOMINION DAY
LABOUR DAY
CHRISTMAS DAY

GOOD FRIDAY
ST. JEAN BAPTISTE DAY
THAKSGIVING DAY

It is understood that the above Statutory Holiday pay for work not performed applies only to employees with three months or more of service with the Company, and further understood that a penalty will be imposed upon employees who fail to work the full balance of any week in which any of the above Statutory Holidays may appear, that is to say that if an employee works only four of the balance of five days in any of these weeks, he will receive only four fifths of his holiday pay or such other proportion as the case may be.

5. OVERTIME, TIME AND ONE HALF AND DOUBLE TIME

The Company shall pay at the rate of time and one half for all work performed in excess of normal working hours, except as otherwise provided herein.

The Company shall pay at the rate of double time for all work performed on any of the Statutory Holidays named herein, provided that if such day fall on a Sunday, and if the proper authority designates another day for the celebration of such Statutory Holiday, then the rate of double time shall apply for all work performed on the day so designated.

Sunday work is recognized as part of the normal work week and for which straight time will be paid. However, if it is necessary for an employee to work on his first weekly day of rest he will be paid at time and one half and if it is necessary for him to work on his second weekly day of rest he will be paid double time for such work.

The Company shall pay any employees who are called back to work after completing their normal shift and leaving the premises of the Company at the rate of time and one half for any time so worked, provided, however, that such employee shall be entitled to be paid for a minimum of two hours' work at time and one half, whether they work such two hours or less, provided further that such minimum shall not apply when employees are required to continue working after their normal shift has been completed for not more than one and a half hours, in order to complete the work in hand.

The Company shall pay employees who are called to work on any days for a minimum of three hours' work or for time during which employees may perform work if such time exceeds such minimum of three hours.

Employees shall not take time off or be requested to take time off by the Company during regular working hours in lieu of any time for which they have been paid at the rate of time and one half or double time.

6. VACATION WITH PAY

The Company shall in each year grant one week's vacation with normal pay to the employees who have been in the service of the Company for at least one year and less than five years as at April 30th, and two weeks' vacation with normal pay to employees who have been in the service of the Company for five or more years as at April 30th and three weeks' vacation with normal pay to employees who have been in the service of the Company for twenty years or more as at April 30th, such vacation pay to be calculated on the basis of a maximum of a normal work week.

Employees with less than one year's service with the Company as at April 30th, will be allowed a holiday credit of one half day for each completed calendar month so worked.

Vacation periods shall be determined from time to time by the Plant Engineer, or in the case of dissatisfaction by the Plant Manager of the Company, and the Company shall, insofar as possible, meet the wishes of the employees, with particular regard for seniority.

7. WAGE PAYMENT SYSTEM

Wages will be paid once per week, by cheque.

8. SENIORITY

The Company shall cause to be prepared, as soon after the date of the execution of this Agreement as possible, and to be posted in a place accessible to the employees, a seniority list of employees covered by this Agreement, showing their names, the date of entry into the service of the Company, and the position which they occupy.

The Company shall furnish the Chairman of the Local Committee hereinafter mentioned a copy of such seniority list.

The seniority list shall be open for correction by the Company on proof of error to the satisfaction of the Company by any employee or by the local Committee, for a period of sixty days.

Employees who on account of reduction in forces have not performed any service for the Company for a period of six months, shall forfeit all seniority rights.

9. REDUCTION IN NUMBER OF EMPLOYEES AND SUBSEQUENT INCREASES

In the event of any reduction in the staff, the Company shall take into consideration primarily competence and fitness, and in cases where these qualifications are equal, in the opinion of the Company, seniority shall be recognized.

In the event that the number of employees is increases subsequent to any reduction, the positions becoming available shall, insofar as possible, be filled by the former employees in the order in which they were vacated. In case of dissatisfaction representations may be made by the Union.

10. LOCAL COMMITTEE

The Union shall cause to be formed a Local Committee consisting of not more than two members chosen from amongst the employees, which shall be recognized by the Company as the Committee representing the Union in dealing with any and all matters which may arise out of the interpretation or application of this Agreement.

The Union shall from time to time notify the Company in writing of the names and addresses of the Officers of the Union and of the members of the Local Committee.

11. LEAVE OF ABSENCE TO MEMBERS OF THE LOCAL COMMITTEE

The Company shall, whenever possible, allow members of the Local Committee reasonable leave of absence with pay during regular working hours for such time as may be necessary to enable such members of the Local Committee to discuss grievances with the Officers of the Company.

12. EMPLOYEE GRIEVANCES

In the event of any complaint on the part of any employee who may have been disciplined or dismissed, or who may consider himself to have been unjustly treated, such employee shall be entitled to a fair and impartial hearing before the Plant Engineer, provided that a request in writing for such hearing is made by the Local Committee within five days after the concurrence of disciplining, dismissal or allegedly unjust treatment. Such hearing shall be granted within five days from the date of the receipt by such Plant Engineer of the request in writing for same, and a decision shall be rendered by such Plant Engineer within five days after such hearing.

At any such hearing the employee may be accompanied by the Local Committee or its representative.

Appeal may be taken by the Local Committee from any such decision to the Plant Manager of the Company and upon such appeal the employee may be accompanied by the Local Committee or a representative thereof or a representative of the Union.

In the event that after the final decision of the Plant Manager of the Company, the complaint of the employee is found to be justified, such employee shall be paid for all time lost and restored to his former position.

13. DISPUTES BETWEEN THE COMPANY AND THE UNION

In the event of any dispute between the Company and the Union, the Company agrees that there shall not be any lockout, and the Union agrees that there shall not be any strike, walkout, slowdown or suspension of work until all practical and legal means have been exhausted in an endeavour to settle such dispute.

In the event of the failure of the Company and of the Union to agree upon the settlement or adjustment of any dispute, the procedure defined by law and pertinent under the circumstances shall be followed.

14. SAFETY AND HEALTH

The Company shall make reasonable provision for the safety and health of the employees during working hours and shall provide such protective devices and equipment, including gloves and coveralls, as may be necessary or required by law to safeguard the employees from injury. Such protective devices and equipment shall be used by employees properly and for the purpose for which they are intended.

Employees must observe the rules of cleanliness at all times.

15. ABSENTEEISM

The Union recognizes that absenteeism on the part of any employee which has been proven to be unwarranted shall constitute adequate reason for the prompt dismissal of such employee in accordance with the existing regulations of the Company.

16. PROBATIONARY EMPLOYEES

An employee will not be placed on the seniority list until he has worked for a total of four weeks for the Company and has been approved as a permanent employee.

17. STARTING TIME

It is agreed that all employees covered by this Agreement will be fully prepared to start work at the commencement of the shift.

18. SHIFT BONUSES

All employees working on the second and third shifts between 4.00 p.m. and 8.00 a.m. on the following day, will receive a shift bonus of three cents per hour and five cents per hour respectively- that is to say for work performed during this period the second shift will receive a bonus of three cents per hour, and the third shift a bonus of five cents per hour.

It is further agreed that these shift bonuses will not be included when calculating overtime or holiday pay.

19. MANAGEMENT CONTROL

The Union recognizes that there is reserved to the Company full and complete control over the management of its affairs, such as the management of its plants, the direction of its working force, the right to engage, suspend or discharge employees for cause, to assign and re-assign employees to different positions or jobs, to transfer employees from one department to another, to increase or decrease the number of its employees and working hours, to determine the products to be produced, processed, manufactured or handled, and to fix the schedule of production and the methods, processes and means of production and handling of the products of the Company, provided, however, that nothing shall be done by the Company in the exercise of such control which shall be contrary to law or to the provisions of this Agreement.

20. RULES AND REGULATIONS

The Union recognizes that all employees shall be subject to and governed by the rules and regulations from time to time established by the Company, and agrees that the employees shall carry out all special orders posted on the notice boards in the plant of the Company or verbally conveyed to employees, unless such rules, regulations or special orders are contrary to Law or to the provisions of this Agreement.

21. TERMS OF AGREEMENT

This Agreement shall become effective as of the 1st day of March, 1953 and shall remain in effect for a period of twenty-four months thereafter and shall be automatically extended for yearly periods thereafter unless a written notice to the contrary be served by either party upon the other not more than sixty days nor less than thirty days prior to the date of termination.

It is understood between the parties hereto that no part of this Agreement shall affect the terms and conditions of the Company's combined Retirement Income and Group Insurance Plan.

IN WITNESS WHEREOF the parties hereto have executed and delivered these presents under the hands of their respective officers duly authorized for the purpose hereof, at the time and place indicated in the preamble hereof.

THE OGILVIE FLOUR MILLS CO., LIMITED

Unreadable

Plant Manger
PARTY OF THE FIRST PART

Unreadable
Witness

NATIONAL UNION OF OPERATING ENGINEERS
OF CANADA

P. S. Dessureault

PARTY OF THE SECOND PART

C. Coyle
Witness

SCHEDULE "A"

THE OGILVIE FLOUR MILLS CO., LIMITED

CLASSIFICATION AND WAGE RATES

MONTREAL, QUE. PLANT.

Classifications:-

2nd Class A.B. & R.V. Enginemen	\$1.90
2nd " A.B. Enginemen	1.75
3rd " A.B. Enginemen	

NOTE: The Shift Bonuses referred to in Section 18 of the Agreement will be paid in addition to the rates shown in this Schedule.

AGREEMENT made in duplicate in the City and District of Montreal, Province of Quebec, Canada, this 1st day of January, 1953.

BY AND BETWEEN

THE OGILVIE FLOUR MILLS CO. LIMITED, (hereinafter called the "Company" or

PARTY OF THE FIRST PART

AND

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES, St. Charles Lodge Local 1142, (hereinafter called the "Union" or

PARTY OF THE SECOND PART

WHEREAS the Union has been recognized by the Labour Relations Boards of the Province of Quebec, established pursuant to the Labour Relations Act (R.S.Q. 1941. Ch. 16A) as the collective representative of all of the employees of the Company at its plant on Mill Street in the City of Montreal, in the Province of Quebec, excepting Foremen with authority to discharge; employees in a supervisory capacity, and office personnel, as well as employees of the Steam Power Plant.

WHEREAS the parties hereto have negotiated for the purpose of making a collective agreement and are agreeable to these presents.

NOW THEREFORE, THESE PRESENTS WITNESSETH:

THAT, for ~~an~~ and in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows, that is to say:

ARTICLE 1. RECOGNITION.

The Company, pursuant to the provisions of the Labour relations act hereby recognizes the Union as the collective representative of all the employees of the Company at its plant on Mill Street, in the City of Montreal, in the Province of Quebec, with the exception of Foremen with authority to discharge; all those acting in a supervisory capacity, office personnel and employees of the Steam Power Plant, such employees so represented by the Union hereinafter being called the "employee".

ARTICLE 2 - WAGES AND NORMAL WORKING HOURS

The rates of wages to be paid by the Company, effective as and from the 1st day of January, 1953 and as and from the 1st day of January, 1954 to the respective classifications of the employees of the Company set forth in **Schedule A** hereto attached to form part hereof, shall be the respective rates for the day shift, the respective rates for the night shift, that is to say, for work performed between 7.00 p.m. and 7.00 a.m. in any one day, and the respective weekly rates, as the case may be, as set forth in **Schedule A** apposite such classification.

The rates listed in column I shall be effective between January 1, 1953 and December 31, 1953. The rates listed in Column II shall become effective with the institution of the forty (40) hour basis work week on 1 January, 1954.

From 1 March, 1953 until 31 December, 1953 the normal work week shall be forty-four hours, and the normal working hours eight (8) hours per day.

On 1 January, 1954 the forty (40) hour week shall become effective and for the duration of this contract the words forty (40) hours shall be substituted in the preceding paragraph whenever forty-four (44) hours now appears, except in the case of watchmen when such normal working hours shall not exceed twelve (12) hours per day or sixty hours per week at straight time. The reference herein to normal working hours indicates straight time working hours and not minimum working hours.

It is agreed that the work week may be staggered in accordance with the Company's operational requirements provided that whenever possible the rest days shall be consecutive consistent with the establishment of regular relief assignments.

It is also agreed that while the 44 hour work week remains in force, until 31 December, 1953, it may be scheduled where necessary to cover a two ^{week} period one of forty-eight (48) hours and one of forty (40) Hours, respectively.

ARTICLE 3. COMPULSORY CHECK-OFF

It shall be a condition of employment that any eligible employee at the date of this Agreement, whether a member of the Union or not, shall be required to pay the normal Union dues for the duration of this Agreement and that the same shall be deductible from the first pay cheque in each month and forwarded to the Union by the Company.

It shall be a condition of employment that any eligible new employee, at the conclusion of his probationary period, pay the normal Union dues for the duration of this Agreement and which shall be deductible from pay cheque as outlined in paragraph (1) of this Article.

ARTICLE 4. STATUTORY HOLIDAYS

Straight time rates for normal working hours shall be paid for work not performed on the following Statutory Holidays, and which would otherwise have been worked if these days had not been Statutory Holidays:

NEW YEAR'S DAY
DOMINION DAY
LABOUR DAY
CHRISTMAS DAY

GOOD FRIDAY
ST. JEAN BAPTISTE DAY
THANKSGIVING DAY

It is understood that the above Statutory Holiday pay for work not performed applies only to employees with three months or more of service with the Company, and further understood that a penalty will be imposed upon employees who fail to work the full balance of any week in which any of the above Statutory Holidays may appear; that is to say that if any employee works only four of the balance of five days in any of these weeks, he will receive only four fifths of his holiday pay or such other proportion as the case may be.

ARTICLE 5. OVERTIME: TIME AND ONE HALF AND DOUBLE TIME.

The Company shall pay at the rate of time and one half for all work performed in excess of normal working hours, except as otherwise provided herein.

The Company shall pay at the rate of double time for all work performed on Sundays except to Watchmen whose regular duties include Sunday work, such employees being allowed time off in lieu thereof, provided, however, that if they are required to work on Sundays when it is a part of their time off, they will be paid therefor at the rate of double time.

The Company shall pay at the rate of double time for all work performed on any of the Statutory Holidays named herein, provided that if such day fall on a Sunday, and if the proper authority designates another day for the celebration of such Statutory Holiday, then the rate of double time shall apply for all work performed on the day so designated.

The Company shall pay any employees who are called back to work after completing their normal shift and leaving the premises of the Company at the rate of time and one half for any time so worked, provided however that such employee shall be entitled to be paid for a minimum of two hours' work at time and one half, whether they work such two hours or less, provided further that such minimum shall not apply when employees are required to continue working after their normal shift has been ~~completed~~ and for not more than one and a half hours, in order to complete the work in hand.

The Company shall pay employees who are called to work on any days for a minimum of three hours' work or for the time during which employees may perform work if such time exceeds such minimum of three hours.

Employees shall not take time off or be requested to take time off by the Company during regular working hours in lieu of any time for which they have been paid at the rate of time and one half or double time.

ARTICLE 6. REST PERIODS.

The Company shall allow the employees, with the exception of those working in the Garage Department and those employees who are from time to time engaged in loading and unloading operations outside the Company's Plant, two rest periods of ten minutes each in each shift, such rest periods to be taken at a time as may be determined by the Foreman of each respective Department.

However, these rest periods do not apply to shift workers who are paid twenty minutes for lunch time.

ARTICLE 7. VACATION WITH PAY.

The Company shall in each year grant one week's vacation with normal pay to the employees who have been in the service of the Company for at least one year and less than five years as at

April 30th, two weeks' vacation with normal pay to employees who have been in the service of the Company for five or more years as at April 30th, and three weeks' vacation with normal pay to employees who have been in the service of the Company for twenty years or more as at April 30th, such vacation pay to be calculated on the basis of a maximum of a normal work week.

Employees with less than one year's service with the Company as at April 30th will be allowed a holiday credit of one half day for each completed calendar month so worked.

Vacation periods shall be determined from time to time by the Foreman in each respective Department, or in the case of dissatisfaction, by the Plant Manager of the Company, and the Company shall, insofar as possible, meet the wishes of the employees, with particular regard for seniority.

ARTICLE 8. WAGE PAYMENT SYSTEM

Wages will be paid once per week, by cheque.

ARTICLE 9. TEMPORARY CHANGE OF EMPLOYMENT

Any employee temporarily assigned to a position carrying a higher rate of pay than that normally paid to such employee shall be paid at such higher rate, but only whilst temporarily occupying such position, and shall revert to his normal rate of pay if and when reduced to his original position

Any employee temporarily assigned to a position carrying a lower rate of pay than that normally paid to such employee shall not have his pay reduced whilst temporarily occupying such position.

Any employee when permanently assigned to another position shall be entitled to the rate of pay applicable to such position, whether or not he previously occupied a position entitling him to a higher or to a lower rate of pay.

ARTICLE 10. SENIORITY

The Company shall cause to be prepared, as soon after the date of execution of this Agreement as possible, and to be posted in a place accessible to the employees, a seniority list of all the employees in the various Departments, showing their names, the date of entry into the service of the Company, and the position which they occupy.

The Company shall furnish to the Chairman of the Local Committee hereinafter mentioned, a copy of such seniority list.

The seniority list shall be open for correction by the Company on proof of error to the satisfaction of the Company by any employee or by the Local Committee, for a period of sixty days.

Seniority shall apply to Departments only. However, in the case of abolition of positions or Departments, plant-wide seniority shall prevail.

Employees who, on account of reduction in forces, have not performed any service for the Company for a period of six months, shall forfeit all seniority rights.

ARTICLE 11. VACANCIES AND NEW POSITIONS.

Vacancies and new positions shall be bulletined within the Department in which they occur, and, subject to competence and fitness, senior employees will be given an opportunity to qualify. If however, in the opinion of the Company such employees do not qualify at any time within thirty days they will revert to their former positions. Furthermore, if they are permitted to carry on in their new positions for thirty days or more it shall be considered that they have fully qualified for same. In cases of dissatisfaction, representations may be made by the Union.

ARTICLE 12. REDUCTION IN NUMBER OF EMPLOYEES AND SUBSEQUENT INCREASES.

In the event of any reduction in the staff, the Company shall take into consideration primarily competence and fitness, and in cases where these qualifications are equal, in the opinion of the Company, seniority shall be recognized.

In the event that the number of the Employees of the Company is increased subsequent to any reduction, the positions becoming available shall, insofar as possible, be filled by the former employees in the order in which they were vacated. In case of dissatisfaction representations may be made by the Union.

ARTICLE 13. LOCAL COMMITTEE.

The Union shall cause to be formed a Local Committee consisting of not more than five members chosen from amongst the employees and of which not more than two members shall be employed in any one Department, which shall be recognized by the Company as the Committee representing the Union in dealing with any and all matters which may arise out of the interpretation or application of this Agreement.

The Union shall from time to time notify the Company in writing of the names and addresses of the Officers of the Union and of the members of the Local Committee.

ARTICLE 14. LEAVE OF ABSENCE TO MEMBERS OF THE LOCAL COMMITTEE

The Company shall allow members of the Local Committee reasonable leave of absence with pay during regular working hours for such time as may be necessary to enable such members of the Local Committee to discuss grievances with the Officers of the Company.

ARTICLE 15. EMPLOYEES' GRIEVANCES

In the event of any complaint on the part of any employee who may have been disciplined or dismissed, or who may consider himself to have been unjustly treated, such employee shall be entitled to a fair and impartial hearing before his Foreman, provided that a request in writing to such Foreman for such hearing is made by the Local Committee within five (5) days after the occurrence of disciplining, dismissal or allegedly unjust treatment. Such hearing shall be granted within five (5) days from the date of the receipt by such Foreman of the request Foreman within five (5) days after such hearing.

At any such hearing the employee may be accompanied by the Local Committee or its representative.

Appeal may be taken by the Local Committee from any such decision to the Plant Manager of the Company and upon such appeal the employee may be accompanied by the Local Committee or a representative thereof or a representative of the Union.

In the event that after the final decision of the Plant Manager of the Company, the complaint of the employee is found to be justified, such employees shall be paid for all time lost and shall be restored to his former position.

ARTICLE 16. DISPUTES BETWEEN THE COMPANY AND THE UNION

In the event of any dispute between the Company and the Union, the Company agrees that there shall not be any lockout, and the Union agrees that there shall not be any strike, walkout, lockout, slowdown or suspension of work until all practical and legal means have been exhausted in an endeavour to settle such dispute.

In the event of the failure of the Company and of the Union to agree upon the settlement or adjustment of any dispute, circumstances shall be followed.

ARTICLE 17. SAFETY AND HEALTH

The Company shall make reasonable provision for the safety and health of the employees during working hours and shall provide such protective devices and equipment as may be necessary or required by law to safeguard the employees from injury and, when available, such protective devices and equipment shall be used by employees properly and for the purpose for which they are intended. Employees must observe the rules of cleanliness at all times.

ARTICLE 18. ABSENTEEISM.

The Union recognizes that any absenteeism on the part of any employee which has been proven to be unwarranted shall constitute adequate reason for the prompt dismissal of such employees in accordance with the existing regulations of the Company.

ARTICLE 19. PROBATIONARY EMPLOYEES.

An employee will not be placed on the seniority list until he has worked for a total of four (4) weeks for the Company and has been approved as a permanent employee.

ARTICLE 20. PROBATIONARY RATES OF PAY.

It is agreed that the Company may pay starting rates for all job classifications, at a discount of not more than five (5) cents per hour under the regular rate applicable to the classification concerned, and the period of probation may run for a maximum of four (4) weeks.

ARTICLE 21. STARTING AND QUITTING TIME.

It is agreed that all employees covered by this Agreement will be fully prepared to start work at the commencement of the shift, and also that employees will be allowed a clean-up period of ten (10) Minutes at the end of the shift, at the prevailing rate.

ARTICLE 22. SHIFT BONUSES.

All employees, except Watchmen, working on the second and third shifts between 7.00 p.m. and 7.00 a.m. on the following day, will receive a shift bonus of three (3) cents per hour and five (5) cents per hour respectively - that is to say for work performed during this period the second shift will receive a bonus of three (3) cents per hour, and the third shift a bonus of five (5) cents per hour.

It is further agreed that these shift bonuses will not be included when calculating overtime pay.

ARTICLE 23. MANAGEMENT CONTROL

The Union recognizes that there is reserved to the Company full and complete control over the management of its affairs, such as the management of its plants, the direction of its working force, the right to engage, suspend or discharge any employees for cause, to assign and re-assign employees to different positions or jobs, to transfer employees from one department to another, to increase or decrease the number of its employees and working hours, to determine the products to be produced, processed, manufactured or handled, and to fix the schedule of production and the methods, processes and means of production and handling of the products of the Company, provided, **However**, that nothing shall be done by the Company in the exercise of such control which shall be contrary to Law or to the provisions of this Agreement.

ARTICLE 24. RULES AND REGULATIONS

The Union recognizes that all employees shall be subject to and governed by the rules and regulations from time to time established by the Company, and agrees that the employees shall carry out all special orders posted on the notice boards in the plant of the Company or verbally conveyed to employees, unless such rules, regulations or special orders are contrary to Law or to the provisions of this Agreement.

ARTICLE 25. TERM OF AGREEMENT

This Agreement shall remain in force and effect until 31st day of December, 1954 and thence shall be automatically renewed from year to year subject to the provisions of the L.B.A., provided, however, that this Agreement may be terminated or revised by either of the two parties hereto at 31st day of December, 1954 or at any time during any subsequent year by thirty days prior notice in writing to the other party.

It is understood between the parties hereto that no part of this Agreement shall affect the terms and conditions of the Company's combined Retirement Income and Group Insurance Plan.

IN WITNESS WHEREOF the parties hereto have executed and delivered these presents under the hands of their respective officers duly authorized for the purpose hereof, at the time and place indicated in the preamble hereof.

THE OGILVIE FLOUR MILLS CO., LIMITED

Unreadable
Witness

Unreadable Plant Manager
PARTY OF THE FIRST PART

BROTHERHOOD OF RAILWAY & STEAMSHIP
CLERKS, FREIGHT HANDLERS, EXPRESS &
STATION EMPLOYEES, ST. CHARLES
LODGE, LOCAL 1142.

B. Campeau
Witness

H. Y. Meud
General Chairman
PARTY OF THE SECOND PART

SCHEDULE A

THE OGILVIE FLOUR MILLS CO. LIMITED

<u>Classifications</u>	<u>Rate of Pay From 1st January, 1953 to 31st December, 1953.</u>	<u>Rate of Pay From 1st January, 1954 to 31st December, 1954.</u>
Millwrights (First class)	1.49	1.64
Tinsmiths (First class)	1.49	1.64
Steamfitters (licenced)	1.49	1.64
Machinists (First class)	1.49	1.64
Electricians (First class)	1.49	1.64
Shift Millers	1.54	1.69 1/2
Grinders (Flour)	1.49	1.64
Bolters (Flour)	1.49	1.64
Millwrights (Second class)	1.41	1.55
Electricians (Second class)	1.41	1.55
Tinsmiths (Second class)	1.41	1.55
Garage Mechanic (Assistant)	1.41	1.55
Asst. Flour Blender	1.37	1.50 1/2
Sprinkler Fitter (Licence CC)	1.36	1.49 1/2
Maintenance Painter	1.36	1.49 1/2
Millwrights (Third class)	1.31	1.44
Asst. Elevator Foreman (Feed Mill)	1.31	1.44
Tinsmith's Helper (Second class)	1.31	1.44
Bagman in charge (Royal Mill)	1.31	1.44
Mail Foreman & Electric Truck Operator (Feed Mill Products)	1.30	1.43
Bolter's Helper (Flour Mill)	1.29	1.42
Grinder's Helper (Flour Mill)	1.29	1.42
Chief Electric Truck Operator	1.29	1.42
Shift Foreman, Prepared Mix Dept.	1.29	1.42
Bloommen Checkers, Warehouse	1.28	1.41

Schedule A (Cont'd.)

<u>Classifications</u>	<u>Rate of Pay From 1st January, 1953 to 31st December, 1953.</u>	<u>Rate of Pay From 1st January 1954 to 31st December, 1954.</u>
Second Asst. Millers (Feed Mill)	1.31	1.44
Shift Foreman (Feed Mill)	1.25 1/2	1.38
Scaleman (Elevator)	1.25 1/2	1.38
Chauffeurs	1.25 1/2	1.38
Mail Foreman (Royal Mill Products)	1.25 1/2	1.38
Flour Packers (Royal Mill Products)	1.25 1/2	1.38
Feed Packers (Royal Mill Products & Feed Mill)	1.25 1/2	1.38
Electric Truck Operators	1.25 1/2	1.38
Sewer, Feed Mill	1.25 1/2	1.38
Feed Inspector (Feed Mill)	1.25 1/2	1.38
Asst. Foreman (Warehouses)	1.38	1.52
Bagmen, Resacking, Warehouses	1.25 1/2	1.38
Power House Operators (Feed Mill)	1.25 1/2	1.38
Bagman in charge (Feed Mill)	1.28	1.41
Car Checkers	1.23 1/2	1.36
Stock Checkers	1.23 1/2	1.36
Car Supervisor	1.23 1/2	1.36
Truck Checkers	1.23 1/2	1.36
Smutters	1.23 1/2	1.36
Senior Scaleman (Feed Mill)	1.23 1/2	1.36
Mixermen, Prepared Mix Dept.	1.23 1/2	1.36
Grinders (Feed Mill)	1.25 1/2	1.38
Scaleman & Elevatorman (Feed Mill)	1.22 1/2	1.35
Oilers	1.22 1/2	1.35
Senior Utility Man (Bre-mix & S.F.P.)	1.21 1/2	1.33 1/2
Stock Pilers	1.20 1/2	1.32 1/2

Schedule A (Cont'd.)

<u>Classifications</u>	<u>Rate of Pay From 1st January, 1953 to 31st December, 1953.</u>	<u>Rate of Pay From 1st January, 1954 to 31st December, 1954.</u>
Car Helpers	1.20 1/2	1.32 1/2
Storeman (Utility)	1.20 1/2	1.32 1/2
Checker (Feed Mill)	1.20 1/2	1.32 1/2
Senior Feederman (Feed Mill)	1.23 1/2	1.36
Elevatormen	1.20 1/2	1.32 1/2
Asst. Scalemen & Mixer (Feed Mill)	1.20 1/2	1.32 1/2
Utility Men, Warehouse & Flour Mill	1.17 1/2	1.29
Laborers	1.17 1/2	1.29
Chauffeurs Helpers	1.17 1/2	1.29
Feedermen (Feed Mill)	1.20 1/2	1.32 1/2
Feedermen (Royal Mill)	1.17 1/2	1.29
Mail Table Helpers	1.17 1/2	1.29
Stock Helpers, Warehouses	1.17 1/2	1.29
Truckers	1.17 1/2	1.29
Sieve Repairman (Flour Mill)	1.17 1/2	1.29
Asst. Bagmen	1.15 1/2	1.27
Sweepers	1.12 1/2	1.24
Packers, Cereal Dept. (Male)	1.07 1/2	1.18
Packers, Small Flour (Male)	1.07 1/2	1.18
<u>Female Employees</u>		
Forelady	1.03	1.13
Packers	.98	1.08
Sweepers	.98	1.08
Stewardess		
Utility Man (S.F. Pkg. Pl.)	1.17 1/2	1.29
Utility Man (Pre-mix)	1.17 1/2	1.29

Schedule A(Cont'd.)

<u>Classifications</u>	<u>Rate of Pay From 1st January, 1953 to 31st December, 1953.</u>	<u>Rate of Pay From 1st January, 1954 to 31st December, 1954.</u>
Dept. Foreman (Pre-mix)	1.36	1.49 1/2
<u>Weekly Classifications</u>		
Night Outside Constable	Per week 67.64	67.64
Inside Watchmen	65.64	65.64
Outside Foreman (Shipping)	59.84 (1.36)	59.80 (1.49 1/2)
Lunch Room Porter	57.20 (1.30)	57.20 (1.43)
Janitor (Chemical Laboratory)	57.20 (1.30)	57.20 (1.43)

AGREEMENT made in duplicate in the City and District of Montreal Province of Quebec, Canada, this 1st day of January, 1952.-

BY AND BETWEEN

THE OGILVIE FLOUR MILLS., CO. LIMITED (Hereinafter called the "Company" or

PARTY OF THE FIRST PART

AND.

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS EXPRESS AND STATION EMPLOYEES, St. Charles Lodge Local 1142, (Hereinafter called the "Union " or.-

PARTY OF THE SECOND PART.

WHEREAS the Union has been recognized by the Labour Relations Board of the Province of Quebec, established pursuant to the Labour Relations Act R.S.Q. 1941 (Ch. 16A) as the collective representative of all of the employees of the Company at its plant on Mill Street in the City of Montreal, in the Province of Quebec, excepting Foremen with authority to discharge; employees in a supervisory capacity, and office personnel, as well as employees of the Steam Power Plant.-

WHEREAS the parties hereto have negotiated for the purpose of making a collective agreement and are agreeable to these presents.-

NOW THEREFORE THESE PRESENTS WITNESSETH:

That for and in consideration of the mutual covenants and agreements, herein contained, the parties hereto covenant and agree as follows, that is to say:

ARTICLE 1 RECOGNITION.

The Company pursuant to the provisions of the Labour Relations Act hereby recognizes the Union as the collective representative of all the employees of the Company at its plant on Mill Street, in the City of Montreal, in the province of Quebec, with the exception of Foremen with authority to discharge; all those acting in a supervisory capacity, office personnel and employees of the Steam Power Plant, such employees so represented by the Union hereinafter being called the " employee ".-

ARTICLE 2. WAGES AND NORMAL WORKING HOURS.

The rates of wages to be paid by the Company, effective as and from the 1st day of January, 1952 to the respective classification of the employees of the Company set forth in

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schedule "A" hereto attached to form part hereof, shall be the respective rates for the day shift, the respective rates for the night, that is to say, for work performed between 7.00 P.M. and 7 A.M. in any one day, and the respective weekly rates, as the case may be, as set forth in schedule "A" opposite such classification; and

The normal working hours shall not exceed eight hours per day or forty-five hours per week at straight time, the normal working hours shall be:-

Day Shift Work.

Monday to Friday inclusive 8 hours per day
Saturday 5 hours.-

Rotating Shift Work.

5 shifts at 8 hours 1 shift at 5 hours weekly.-

except in the case of Watchmen when such normal working hours shall not exceed twelve hours per day or sixty hours per week at straight time. The reference herein to NORMAL WORKING HOURS indicates straight time working hours, and not minimum working hours.

ARTICLE 3. COMPULSORY CHECK-OFF.

It shall be a condition of employment, that any eligible employee at the date of this Agreement whether a member of the Union or not, shall be required to pay the normal Union dues for the duration of this Agreement to pay the normal Union dues for deductible from the first pay cheque in each month and forwarded to the Union by the Company.

It shall be a condition of employment that any eligible new employee, at the conclusion of his probationary period, pay the normal Union dues for the duration of this Agreement and which shall be deductible from pay cheques as outlined in paragraph (1) of this Article.-

ARTICLE 4. STATUTORY HOLIDAYS.

Straight time rates for normal working hours shall be paid for work not performed on the following statutory Holidays, and which would otherwise have been worked if these days had not been Statutory Holidays:-

NEW YEAR'S DAY
DOMINION DAY
LABOUR DAY
CHRISTMAS DAY

GOOD FRIDAY
St. John Baptiste Day
THANKSGIVING DAY.-

It is understood that the above Statutory Holiday pay for work not performed applied only to employees with three months or more of service with the Company, and further understood that a penalty will be imposed upon employees who fail to work the full balance of any week in which any of the above Statutory Holidays may appear, that is to say that if any employee works only four of the balance of five days in any of these week's he will receive only four fifths of his holiday pay or such other proportion as the case may be.-

ARTICLE 5. OVERTIME: TIME AND ONE HALF AND DOUBLE TIME

The Company shall pay at the rate of time and one half for all work performed in excess of normal working hours, except as otherwise provided herein.-

The Company shall pay at the rate of double time for all work performed on Sundays, except to Watchmen whose regular duties include Sunday work, such employees being allowed time off in lieu thereof, provided however, that if they are required to work on Sundays when it is a part of their time off, they will be paid therefor at the rate of double time.

The Company shall pay at the rate of double time for all work performed on any of the Statutory Holidays named herein provided that if such day fall on a Sunday, and if the proper authority designates another day for the celebration of such Statutory Holiday, then the rate of double time shall apply for all work performed on the day so designated.-

The Company shall pay any employees who are called back to work after completing their normal shift and leaving the premises of the Company at the rate of time and one half for any time so worked, provided however, that such employee shall be entitled to be paid for a minimum of two hours' work at time and one half whether they work such two hours or less, provided further that such minimum shall not apply when employees are required to continue working after their normal shift has been completed and for not more than one and a half hours, in order to complete the work in hand.-

The Company shall pay employees who are called to work on any days for a minimum of three hours' work or for the time during which employees may perform work if such time exceeds such minimum of three hours.

Employees shall not take time off or be requested to take time off by the Company during regular working hours in lieu of any time for which they have been paid at the rate of time and one half or double time.

ARTICLE 6 REST PERIODS.

The Company shall allow the employees, with the exception of those working in the Garage Department and those employees who are from time to time engaged in loading and unloading operations outside the Company's Plant, two rest periods of ten minutes each in each shift, such rest periods to be taken at a time as may be determined by the Foreman of each respective Department.-

However, these rest periods do not apply to shift workers who are paid twenty minutes for lunch time.-

ARTICLE 7 VACATION PAY.

The Company shall in each year grant one week's vacation with normal pay to the employees who have been in the service of the Company for at least one year and less than five years as set April 30th, two weeks' vacation with normal pay to employees who have been in the service of the Company for five or more years as at April 30th, and three weeks' vacation with normal pay to employees who have been in the service of the Company for twenty years or more as at April 30th, such vacation pay to be calculated on the basis of a maximum of a normal work week.-

Employees with less than one year's service with the Company as at April 30th will be allowed a holiday credit of one half day for each completed calendar month so worked.-

Vacation periods shall be determined from time to time by the Foreman in each respective Department, or in the case of dissatisfaction, by the Plant Manager of the Company and the Company shall, insofar as possible, meet the wishes of the employees, with particular regard for seniority.

ARTICLE 8 WAGE PAYMENT SYSTEM.

Wages will be paid once per week, cheques ^{by}

ARTICLE 9 TEMPORARY CHANGE OF EMPLOYMENT.

Any employee temporarily assigned to a position carrying a higher rate of pay than that normally paid to such employee shall be paid at such higher rate, but only whilst temporarily occupying such position, and shall revert to his normal rate of pay if and when reduced to his original position.

Any employee temporarily assigned to a position carrying a lower rate of pay than that normally paid to such employee shall not have his pay reduced whilst temporarily occupying such position.

Any employee when permanently assigned to another position, shall be entitled to the rate of pay applicable to such position, whether or not he previously occupied a position entitling him to a higher or to a lower rate of pay.

ARTICLE 10 SENIORITY.

The Company shall cause to be prepared, as soon as after the date of execution of this Agreement as possible, and to be posted in a place accessible to the employees, a seniority list of all the employees in the various Departments, showing their names, the date of entry into the service of the Company, and the position which they occupy.-

The Company shall furnish to the Chairman of the Local Committee hereinafter mentioned, a copy of such seniority list.-

The seniority list shall be open for correction by the Company on proof of error to the satisfaction of the Company by any employee or by the Local Committee for a period of sixty days.-

Seniority shall apply to Departments only. However, in the case of abolition of positions or Departments, plant-wide seniority shall prevail.-

Employees who, on account of reduction in forces, have not performed any service for the Company for a period of six months, shall forfeit all seniority rights.-

ARTICLE 11. VACANCIES AND NEW POSITIONS.

Vacancies and new positions shall be bulletined within the Department in which they occur, and subject to competence and fitness, senior employees will be given an opportunity to qualify. If, however, in the opinion of the Company such employees do not qualify at any time within thirty days they will revert to their former positions. Furthermore, if they are permitted to carry on in their new positions for thirty days or more it shall be considered that they have fully qualified for same. In cases of dissatisfaction representations may be made by the Union.-

ARTICLE 12. REDUCTION IN NUMBER OF EMPLOYEES AND SUBSEQUENT INCREASES.

In the event of any reduction in the staff, the Company shall take consideration primarily competence and fitness.-

and in cases where these qualifications are equal, in the opinion of the Company, seniority shall be recognized.-

In the event that the number of the employees of the Company, is increased subsequent to any reduction, the positions becoming available shall, insofar as possible, be filled by the former employees in the order in which they were vacated. In case of dissatisfaction representations may be made by the Union.

ARTICLE 13. LOCAL COMMITTEE.

The Union shall cause to be formed a Local Committee consisting of not more than five members chosen from amongs the employees and of which not more than two members shall be employed in any one Department, which shall be recognized by the Company as the Committee representing the Union in dealing with any and all matters which may arise out of the interpretation or application of this Agreement.-

The Union shall from time to time notify the Company in writing of the names and addresses of the Officers of the Union and of the members of the Local Committee.-

ARTICLE 14. LEAVE OF ABSENCE TO MEMBERS OF THE LOCAL COMMITTEE.

The Company shall allow members of the Local Committee reasonable leave of absence with pay during regular working hours for such time as may be necessary to enable such members of the Local Committee to discuss grievances with the Officers of the Company.

ARTICLE 15. EMPLOYEES' GRIEVANCES.

In the event of any complaint on the part of any employee who may have been disciplined or dismissed, or who may consider himself to have been unjustly treated, such employee shall be entitled to a fair and impartial hearing before his Foreman provided that a request in writing to such Foreman for such hearing is made by the Local Committee within five (5) days after the occurrence of disciplining, dismissal or allegedly unjust treatment. Such hearing shall be granted within five (5) days from the date of the receipt by such Foreman of the request in writing for same, and a decision shall be rendered by such Foreman within five (5) days after such hearing.

At any such hearing the employee may be accompanied by the Local Committee or its representatives.

Appeal may be taken by the Local Committee from any such decision to the Plant Manager of the Company and upon such appeal the employee may be accompanied by the Local Committee or a representative thereof or a representative of the Union.

In the event that after the final decision of the Plant Manager of the Company, the complaint of the employee is found to be justified, such employee shall be paid for all time lost and shall be restored to his former position.-

ARTICLE 16 DISPUTES BETWEEN THE COMPANY AND THE UNION.

In the event of any dispute between the Company and the Union, the Company agrees that there shall not be any lockout and the Union agrees that there shall not be any strike, walkout lockout, slowdown or suspension of work until all practical and legal means have been exhausted in an endeavour to settle such dispute.-

In the event of the failure of the Company and the Union to agree upon the settlement or adjustment of any dispute the procedure defined by law and pertinent under the circumstances shall be followed.-

ARTICLE 17 SAFETY AND HEALTH.

The Company shall make reasonable provision for the safety and health of the employees during working hours and shall provide such protective devices and equipment as may be necessary or required by law to safeguard the employees from injury and, when available, such protective devices and equipment shall be used by employees properly and for the purpose for which they are intended. Employees must observe the rules of cleanliness at all times.-

ARTICLE 18 ABSENTEEISM.

The Union recognizes that any absenteeism on the part of any employee which has been proven to be unwarranted shall constitute adequate reason for the prompt dismissal of such employees in accordance with the existing regulations of the Company.-

ARTICLE 19. PROBATIONARY EMPLOYEES.

An employee will not be placed on the seniority list until he has worked for a total of four (4) weeks for the Company and has been approved as a permanent employee.-

ARTICLE 20 PROBATIONARY RATES OF PAY.

It is agreed that the Company may pay starting rates for all job classifications, at a discount of not more than

five (5) cents per hour under the regular rate applicable to the classification concerned, and the period of probation may run for a maximum of four (4) weeks.-

ARTICLE 21. STARTING AND QUITTING TIME.

It is agreed that all employees covered by this Agreement will be fully prepared to start work at the commencement of the shift, and also that employees will be allowed a clean-up period of ten (10) minutes at the end of the shift, at the prevailing rate.-

ARTICLE 22. SHIFT BONUSES.

All employees, except watchmen, working on the second and third shifts between 7.00 p.m. and 7.00 a.m. on the following day, will receive shift bonus of three (3) cents per hour and five (5) cents per hour respectively - that is to say for work performed during this period the second shift will receive a bonus of three (3) cents per hour, and the third shift a bonus of five (5) cents per hour.-

It is further agreed that these shift bonuses will not be included when calculating overtime pay.-

ARTICLE 23. MANAGEMENT CONTROL.

The Union recognizes that there is reserved to the Company full and complete control over the management of its affairs such as the management of its plants, the direction of its working force, the right to engage, suspend or discharge any employees for cause, to assign and re-assign employees to different positions or jobs to transfer employees from one department to another to increase or decrease the number of its employees and working hours, to determine the products to be produced, processes, manufactured or handled and to fix the schedule of production and the methods, processes and means of production and handling of the products of the Company provided however that nothing shall be done by the Company in the exercise of such control which shall be contrary to Law or to the provisions of this Agreement.-

ARTICLE 24. RULES AND REGULATIONS.

The Union recognizes that all employees shall be subject to and governed by the rules and regulations from time to time established by the Company, and agrees that the employees shall carry out all special orders posted on the notice boards in the plant of the Company or verbally conveyed to employees, unless such rules, regulations or special orders are contrary to Law or to the provisions of this Agreement.-

ARTICLE 25. TERM OF AGREEMENT.

This Agreement shall remain in force and effect for a period of one year from the date hereof, and shall be automatically renewed from year to year subject to the provisions of the Labour Relations Act, provided however, that this Agreement may be terminated or revised by either of the parties hereto at the end of the first year or at any time during any subsequent year by thirty days prior notice in writing to the other party.-

It is understood between the parties hereto that no part of this Agreement shall affect the terms and conditions of the Company's combined Retirement Income and Group Insurance Plan.

IN WITNESS WHEREOF the parties hereto have executed and delivered these presents under the hands of their respective officers duly authorized for the purpose hereof, at the time and place indicated in the preamble hereof.-

THE OGILVIE FLOUR MILLS CO. LIMITED.

unreadable signature.

Witness.

Plant Manager
Party of the First part.

BROTHERHOOD OF RAILWAY & STEAMSHIP
CLERK, FREIGHT HANDLERS, EXPRESS
& STATION EMPLOYEES, ST. Charles
Lodge Local 1142.-

General Chairman.
Party of the second part.

R. Campeau.
Witness

SCHEDULE "A"
THE OGILVIE FLOUR MILLS CO., LIMITED.

CLASSIFICATIONS AND WAGE RATES.
MONTREAL, QUE PLANT.

<u>Classifications</u>	<u>Rates Effective January 1, 1952.</u>
Millwrights (First Class)	\$ 1.42
Tinsmiths 'First Class '	1.42
Steamfitters (Licensed)	1.42
Machinists (First Class)	1.42
Electricians (First Class)	1.42
Shift Millers (Flour Mill)	1.47
Grinders (Flour)	1.42
Bolters (Flour)	1.42
Millwrights (Second Class)	1.34
Electricians (Second Class)	1.34
Tinsmith's Helpers (First Class)	1.34
Garage Mechanic (Assistant)	1.34
Asst. Flour Blender	1.30
Sprinkler Fitter (Licence, CC)	1.29
Maintenance Painter	1.29
Millwrights (Third Class)	1.26
Asst. Elevator Foreman (Feed Mill)	1.24
" " " (Royal Mill)	1.30
Tinsmith's Helpers (Second Class)	1.24
Bagman (Royal Mill)	1.24
Mill Foreman & Electric Truck Operator (Feed Mill Products.)	1.23
Bolter's Helper (Flour Mill)	1.22
Grinder's Helpers (Flour Mill)	1.22
Chief Electric Truck Operator	1.22
Shift Foreman Prepared Mix Dept.	1.22
Doormen Checkers, Warehouses	1.21
Second Asst. Millers (Feed Mill)	1.24

Schedule "A" (Cont'd.)

Rates Effective January 1, 1952.

Classification.

Shift Foremen (Feed Mill)	\$1.19
Scalemen (Elevator)	1.19
Chauffeurs	1.19
Mail Foremen (Royal Mill Products.)	1.19
Flour Packers (Royal Mill Products.)	1.19
Feed Packers (Royal Mill Products & Feed Mill)	1.19
Electric Truck Operators	1.19
Sewer Feed Mill	1.19
Bagmen, resacking warehouses	1.19
Power House Operators (Feed Mill)	1.19
Bagman, Feed Mill	1.21
Car Checkers	1.17
Stock Checkers	1.17
Car Supervisor	1.17
Truck Checkers	1.17
Smutters	1.17
Senior Scaleman (Feed Mill)	1.19
Mixermen, Prepared Mix Dept.	1.17
Grinders (Feed Mill)	1.19
Scaleman & Elevatorman (Feed Mill)	1.16
Oilers	1.16
Senior Utility man (Pre-mix & Small Flour Packing.)	1.15
Stock Pilers	1.14
Car Helpers	1.14
Storeman (Utility)	1.14
Checker, Stockman, Time Clock Attendant (Feed Mill)	1.14
Senior Feederman (Feed Mill)	1.14

Schedule "A" Cont'd.)

<u>Classifications</u>	<u>Rates effective January 1, 1952</u>
Elevatormen	\$ 1.14
Asst. Scalemen & Mixer (Feed Mill)	1.14
Utility Men, Warehouse & Flour Mill	1.11
Labourers	1.11
Chauffeurs' Helpers	2.11
Feeder men (Feed Mill)	1.11
Feeder men (Royal Mill)	1.11
Mail Table Helpers	1.11
Stock Helpers, Warehouses.	1.11
Truckers.	1.11
Sieve Repairman (Flour Mill)	1.11
Asst. Bagmen	1.14
Sweepers	1.06
Packers (Cereal Dept (Male)	1.01
Packers (Small Flour (Male)	1.01
<u>FEMALE EMPLOYEES.</u>	
Forelady	.97
Packers	.92
Sweepers	.92
Stewardess	.87
<u>WEEKLY CLASSIFICATIONS.</u>	
Night Outside Constable.	\$65.88 per week.
Inside Watchmen	63.88 " "
Outside Foreman (Shipping)	58.05 " "
Lunch Room Porter	55.35 " "
Janitor (Chemical Laboratory)	55.35

(Note.) THE SHIFT BONUSES REFERRED TO IN ARTICLE 22 of the agreement
will be paid in addition to the rates shown in this schedule.-

SCHEDULE "B"

Montreal, Que.-

The Ogilvie Flour Mills Co. Ltd.,
Sun Life Building,
Dominion Square,
Montreal Que.-

Dear Sirs:-

COMPULSORY CHECK-OFF AUTHORIZATION.

I hereby authorize The Ogilvie Flour Mills Co.,
Limited to deduct the sum of \$ from my first pay
cheque in each month and to remit the same to the
Brotherhood of Railway and Steamship Clerks, Freight
Handlers, Express and Station Employees, St. Charles Lodge,
Local 1142.-

This authorization is irrevocable during the
term of the Collective Agreement dated January 1st, 1952.-

Witness.

Employee.

Department:

Time Clock No. -

AGREEMENT made in duplicate in the City and District of Montreal, Province of Quebec, Canada, this 1st day of March 1952.-

BY AND BETWEEN

THE OGILVIE FLOUR MILLS CO. LIMITED (hereinafter called the "Company") or

PARTY OF THE FIRST PART.

AND.

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA (Hereinafter called the "Union" or

PARTY OF THE SECOND PART.

WHEREAS the Union has been recognized by the Labour Relations Board of the Province of Quebec, established pursuant to the Labour Relations Act (R.S.Q. 1941 Ch. 16A) as the collective representative of the employees of the Steam Power Plant of the Company situated on Mill Street in the City of Montreal, in the Province of Quebec.-

WHEREAS the parties hereto have negotiated for the purpose of making a collective Agreement and are agreeable to these presents.-

HOW THEREFORE, THESE PRESENTS WITNESSETH:

THAT, for and in consideration of the mutual covenants and agreements herein, contained the parties hereto covenant and agree as follows, that is to say:

1 RECOGNITION

The Company pursuant to the provisions of the Labour Relations Act hereby recognizes the Union as the collective representative of the employees of the Steam Power House operated by the Company at its plant on Mill Street, in the City of Montreal, in the Province of Quebec. such employees so represented by the Union hereinafter being called the "employee"

2. WAGES AND NORMAL WORKING HOURS.

The rates of wages to be paid by the Company effective as and from the first day of December 1951 to the respective classification of employees covered herein.-

are set forth in schedule "A" hereto attached to form part hereof.-

The Normal working hours shall not exceed eight hours per day or forty eight hours per week at straight time. The reference herein to NORMAL WORKING HOURS indicates straight time working hours, and not minimum working hours.

Schedules of shift work shall be made by agreement between the Company and the employees with the day of rest to fall on Friday, Saturday or Sunday if possible.

3. VOLUNTARY REVOCABLE CHECK-OFF.

The Company shall, during the term of this Agreement, when authorized in writing by an employee of the Company who is a member of the Union in the form and terms of the authorization hereto attached as Scheduled "B" to form part hereof, deduct the amount of Union dues from such employee's wages and remit the same to the Union, and the Company agrees to post on the notice boards within the plants of the Company once during each calendar month a notice showing the amount of dues so deducted from the wages of employees and remitted to the Union.

Any authorization in writing so given by an employee of the Company shall be revocable by such employee at any time by notice in writing from such employee to the Company in the form and terms of the notice attached as Schedule "C" to form part hereof.-

4. STATUTORY HOLIDAYS.

Straight time rates for normal working hours shall be paid for work not performed on the following Statutory Holidays and which would otherwise have been worked if these days had not been Statutory Holidays.

NEW YEAR'S DAY	GOOD FRIDAY
DOMINION Day	ST. JEAN BAPTISTE DAY
LABOUR DAY	THANKSGIVING Day
CHRISTMAS Day	

It is understood that the above Statutory Holiday pay for work not performed applies only to employee with three months or more of service with the Company, and further understood that a penalty will be imposed upon employees who fail to work the full balance of any week in which any of the above Statutory Holidays may appear, that is to say that if an employee works only four of the Balance of five days in any of these weeks, he will receive only four fifths of his holiday.

pay or such other proportion as the case may be.

5. OVERTIME, TIME AND ONE HALF AND DOUBLE TIME.

The Company shall pay at the rate of time and one half for all work performed in excess of normal working hours, except as otherwise provided herein.-

The Company shall pay at the rate of double time for all work performed on any of the Statutory Holidays named herein, provided that if such day fall on a Sunday, and if the proper authority designated another day for the celebration of such Statutory Holiday, then the rate of double time shall apply for all work performed on the day so designated.-

Sunday work is recognized as part of the normal work week, and for which straight time will be paid. However, if it is necessary for an employee to work on his weekly day of rest, he will be paid double time for such work.-

The Company shall pay any employees who are called back to work after completing their normal shift and leaving the premises of the Company at the rate of time and one half for any time so worked, provided however, that such employee shall be entitled to be paid for a minimum of ~~two~~ hours work at time and one half whether they work such two hours or less, provided further that such minimum shall not apply when employees are required to continue working after their normal shift has been completed for not more than one and a half hours, in order to complete the work in hand.-

The Company shall pay employees who are called to work on any days for a minimum of three hours' work or for time during which employees may perform work if such time exceeds such minimum of three hours.-

Employees shall not take time off or be requested to take time off by the Company during regular working hours in lieu of any time for which they have been paid at the rate of time and one half or double time.-

6. VACATION WITH PAY.

The Company shall in each year grant one week's vacation with normal pay to the employees who have been in the service of the Company for at least one year ~~and~~ less than five years as at April 30th and two weeks vacation with normal pay to employees who have been in the service of the Company for five or more years as at April 30th.-

such vacation pay to be calculated on the basis of a maximum of a normal work week.-

Employees with less than one year's service with the Company as at April 30th, will be allowed a holiday credit of one half day for each completed calendar month so worked.-

Vacation periods shall be determined from time to time by the Plant Engineer, or in the case of dissatisfaction by the Plant Manager of the Company, and the Company shall, insofar as possible, meet the wishes of the employees with particular regard for seniority.-

7. WAGE PAYMENT SYSTEM.

Wages will be paid once per week, by cheque.

8. SENIORITY.

The Company shall cause to be prepared as soon after the date of the execution of this Agreement as possible, and to be posted in a place accessible to the employees, a seniority list of employees covered by this Agreement, showing their names, the date of entry into the service of the Company, and the position which they occupy.

The Company shall furnish the Chairman of the Local Committee hereinafter mentioned a copy of such seniority list

The seniority list shall be open for correction by the Company on proof of error to the satisfaction of the Company by any employee or by the Local Committee for a period of sixty days.-

Employees who on account of reduction in forces have not performed any service for the Company for a period of six months, shall forfeit all seniority rights.-

9. REDUCTION IN NUMBER OF EMPLOYEES AND SUBSEQUENT INCREASE.

In the event of any reduction in the staff, the Company shall take into consideration primarily competence and fitness and in cases where these qualifications are equal in the opinion of the Company, seniority shall be recognized.-

In the event that the number of employees is increased subsequent to any reduction, the positions becoming available shall, insofar as possible be filled by the former employees in the order in which they were vacated. In case of dissatisfaction representations may be made by the Union.-

10 LOCAL COMMITTEE.

The Union shall cause to be formed a Local Committee consisting of not more than two members chosen from amongst the employees, which shall be recognized by the Company as the Committee representing the Union in dealing with any and all matters which may arise out of the interpretation or application of this Agreement.-

The Union shall from time to time notify the Company in writing of the names and addresses of the Officers of the Union and of the members of the Local Committee.

11. LEAVE OF ABSENCE TO MEMBERS OF THE LOCAL COMMITTEE.

The Company shall, whenever possible, allow members of the Local Committee reasonable leave of absence with pay during regular working hours for such time as may be necessary to enable such members of the Local Committee to discuss grievances with the Officers of the Company.-

12. EMPLOYEES GRIEVANCES.

In the event of any complaint on the part of any employee who may have been disciplined or dismissed, or who may consider himself to have been unjustly treated, such employee shall be entitled to a fair and impartial hearing before the Plant Engineer, provided that a request in writing for such hearing is made by the Local Committee within five (5) days after the occurrence of disciplining, dismissal or allegedly unjust treatment. Such hearing shall be granted within five (5) days from the date of the receipt by such Plant Engineer of the request in writing for same, and a decision shall be rendered by such Plant Engineer within five (5) days after such hearing.-

At Any such hearing the employee may be accompanied by the Local Committee or its representative.

Appeal may be taken by the Local Committee from any such decision to the Plant Manager of the Company and upon such appeal the employee may be accompanied by the Local Committee or a representative thereof or a representative of the Union.-

In the event that after the final decision of the Plant Manager of the Company, the complaint of the employee is found to be justified such employee shall be paid for all time lost and restored to his former position.-

13. DISPUTES BETWEEN THE COMPANY AND THE Union.

In the event of any dispute between the Company and the Union, the Company agrees that there shall not be any lockout, and the Union agrees that there shall not be any strike, walkout, slowdown or suspension of work until all practical and legal means have been exhausted in an endeavour to settle such dispute.-

In the event of the failure of the Company and of the Union to agree upon the settlement or adjustment of any dispute, the procedure, defined by law and pertinent under the circumstances shall be followed.-

14. SAFETY AND HEALTH.

The Company shall make reasonable provisions for the safety and health of the employees during working hours and shall provide such protective devices and equipment as may be necessary or required by law to safeguard the employees from injury. Such protective devices and equipment shall be used by employees properly and for the purpose for which they are intended.

Employees must observe the rules of cleanliness at all times.-

15. ABSENTEEISM.

The Union recognizes that absenteeism on the part of any employee which has been proven to be unwarranted shall constitute adequate reason for the prompt dismissal of such employees in accordance with the ~~existing~~ regulations of the Company.-

16. PROBATIONARY EMPLOYEES.

An employee will not be placed on the seniority list until he has worked for a total of four (4) weeks for the Company and has been approved as a permanent employee.-

17. PROBATIONARY RATES OF PAY.

It is agreed that the Company may pay starting rates for all job classifications, at a discount of not more than five (5) cents per hour under the regular rate applicable to the classification concerned, and the period of probation may run for a maximum of four (4) weeks.-

18. STARTING TIME.

It is agreed that all employees covered by this Agreement will be fully prepared to start to work at the commencement of the shift.

19 SHIFT BONUSSES.

All employees working on the second and third shifts between 7.00 p.m. and 7.00 a.m. on the following day, will receive a shift bonus of three (3) cents per hour and five (5) cents per hour respectively - that is to say for work performed during this period the second shift will receive a bonus of three (3) cents per hour, and the third shift a bonus of five (5) cents per hour.-

It is further agreed that these shift bonuses will not be included when calculating overtime or holiday pay.-

20 MANAGEMENT CONTROL.

The Union recognizes that there is reserved to the Company full and complete control over the management of its affairs, such as the management of its plants, the direction of its working force, the right to engage, suspend or discharge employees for cause, to assign and re-assign employees to different positions or jobs, to transfer employees from one department to another, to increase or decrease the number of its employee and working hours, to determine the products to be produced processed, manufactured or handled, and to fix the schedule or production and the methods, processes and means of production and handling of the products of the Company. provided however, that nothing shall be done by the Company in the exercise of such control which shall be contrary to law or to the provisions of this Agreement.-

21. RULES AND REGULATIONS.

The Union recognizes that all employees shall be subject to and governed by the rules and regulations from time to time established by the Company, and agrees that the employees shall carry out all special orders posted on the notice boards in the plant of the Company or verbally conveyed to employees, unless such rules, regulations or special orders are contrary to law or to the provisions of this Agreement.-

22. TERMS OF AGREEMENT.

This Agreement shall remain in force and effect for a period of one year from the date hereof, and shall be

automatically renewed from year to year subject to the provisions of the Labour Relations Act, provided, however, that this Agreement may be terminated or revised by either of the parties hereto at the end of the first year or at any time during any subsequent year by thirty days prior notice in writing to the other party.

It is understood between the parties hereto that no part of this Agreement shall effect the terms and conditions of the Company's combined Retirement Income and Group Insurance Plan.-

IN WITNESS WHEREOF the parties hereto have executed and delivered these presents under the hands of their respective officers duly authorized for the purpose hereof at the time and place indicated in the preamble hereof.

THE OGILVIE FLOUR MILLS CO., Limited.

Plant Manager
PARTY OF THE FIRST PART.

Witness.

NATIONAL UNION OF OPERATING ENGINEERS
OF CANADA.

P. Dessureault.

G. Gamache.
Witness.

PARTY OF THE SECOND PART.-

SCHEDULE "A"

THE OGILVIE FLOUR MILLS CO. LIMITED.

CLASSIFICATION AND WAGE RATES.

MONTREAL QUE PLANT.

Classifications:-

2nd Class A.B. & R.V. Enginemen	\$1.65
2nd " A.B. "	1.50
3rd " A.B.	1.35

NOTE: The Shift Bonuses referred to in Section 19 of the Agreement will be paid in addition to the rates shown in this Schedule.-

SCHEDULE "B"

Montreal, Que. 19.

The Ogilvie Flour Mills Co., Ltd.,
Sun Life Building
Dominion Square
Montreal Que.

Dear Sirs.

I hereby authorize The Ogilvie Flour Mills Co.,
Limited to deduct the sum of \$ from my first pay cheque
in each calendar month and to remit the same to the National
Union of Operating Engineers of Canada.-

Witness.

Employees.

TIME CLOCK NO.

DEPARTMENT.-

SCHEDULE "C"

Montreal, Que 19

The Ogilvie Flour Mills Co., Ltd.,
Sun Life Building,
Dominion Square,
Montreal Que.

Dear Sirs:

I hereby revoke and cancel the authorization previously given by me to The Ogilvie Flour Mills Co., Limited to deduct the sum of \$ from my first pay cheque in each calendar month and to remit the same to the National Union of Operating Engineers of Canada.-

Witness.

Employees.-

TIME CLOCK No.

DEPARTMENT.-

AGREEMENT made in duplicate in the City and District of Montreal, Province of Quebec Canada this 1st day of January 1951.-

BY AND BETWEEN.

THE OGILVIE FLOUR MILLS CO., (Hereinafter called the "Company" or

PARTY OF THE FIRST PART.

AND

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES, ST. CHARLES LODGE LOCAL 11 42 (Hereinafter called the "Union" or

PARTY OF THE SECOND PART.

WHEREAS the Union has been recognized by the Labour Relations Board of the Province of Quebec established pursuant to the Labour Relations Act (R.S.Q. 1941 Ch. 16A) as the collective representative of all of the employees of the Company at its plant on Mill Street, in the City of Montreal, in the Province of Quebec, excepting Foremen with authority to discharge, employees in a supervisory capacity, and office personnel, as well as employees of the Steam Power Plant.-

WHEREAS the parties hereto have negotiated for the purpose of making a collective agreement and are agreeable to these presents.-

NOW THEREFORE, THESE PRESENTS WITNESSETH:

THAT, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows that is to say:-

ARTICLE 1. RECOGNITION.

The Company pursuant to the provisions of the Labour Relations Act hereby recognizes the Union as the collective representative of all the employees of the Company at its plant on Mill Street, in the City of Montreal, in the Province of Quebec, with the exception of Foremen, with authority to discharge, all those acting in a supervisory capacity, office personnel and employees of the Steam Power Plant, such employees so represented by the Union hereinafter being called the "employee"

ARTICLE 2. WAGES AND NORMAL WORKING HOURS.

The rates of wages to be paid by the Company, effective as and from the 1st day of January 1951 to the respective classifications of the employees of the Company set forth in schedule "A" hereto attached to form part hereof shall be the respective rates for the day shift, the respective rates for the night shift, that is to say, for work performed between 7.00 p.m. and 7.00 a.m. in any one day, and the respective weekly rates, as the case may be as set forth in schedule "A" opposite such classification; and

The normal working hours shall not exceed eight hours per day or forty-eight hours per week at straight time, except in the case of Watchmen when such normal working hours shall not exceed twelve hours per day or sixty hours per week at straight time. The reference herein the NORMAL WORKING HOURS indicates straight time working hours, and not minimum working hours.-

ARTICLE 3. COMPULSORY CHECK OFF.

It shall be a condition of employment that any eligible employee at the date of this agreement whether a member of the Union or not, shall be required to pay the normal Union dues for the duration of this Agreement and that the same shall be deductible from the first pay cheque in each month and forwarded to the Union by the Company.-

It shall be a condition of employment that any eligible new employee, at the conclusion of his probationary period, pay the normal Union dues for the duration of this Agreement and which shall be deductible from pay cheques as outlined in paragraph (1) of this Article.

ARTICLE 4. STATUTORY HOLIDAYS.

Straight time rates for normal working hours shall be paid for work not performed on the following Statutory holidays, and which would otherwise have been worked if these days had not been Statutory Holidays:-

NEW YEAR'S DAY	GOOD FRIDAY
DOMINION Day	ST. JEAN BAPTISTE DAY
LEBOUR DAY	THANKSGIVING.
CHRISTMAS DAY	

It is understood that the above Statutory Holiday pay for work not performed applies only to employees with three months or more of service with the Company and further understood that a penalty will be imposed upon employee who fail to work the full balance of any week in which any of the above Statutory Holidays may appear that is to say, that if any employee works only four of the balance of five days in any of these weeks, he will receive only four fifths of his holiday pay or such other proportion as the case may be.-

ARTICLE 5. OVERTIME: TIME AND ONE HALF AND DOUBLE TIME.

The Company shall pay at the rate of time and one half for all work performed in excess of normal working hours, except as otherwise provided herein.

The Company shall pay at the rate of double time for all work performed on Sundays except to Watchmen whose regular duties include Sunday work, such employee being allowed time off in lieu thereof, provided however, that if they are required to work on Sunday when it is a part of their time off they will be paid therefor at the rate of double time.-

The Company shall pay at the rate of double time for all work performed on any of the Statutory Holidays named herein, provided that if such day fall on a Sunday, and if the proper authority designates another day for the celebration of such Statutory Holiday, then the rate of double time shall apply for all work performed on the day so designated.-

The Company shall pay any employees who are called back to work after completing their normal shift and leaving the premises of the Company at the rate of time and one half for any time so worked, provided however, that such employees shall be entitled to be paid for a minimum of two hours' work at time and one half, whether they work each two hours or less, provided further that such minimum shall not apply men employees are required to continue working after their normal shift has been completed for not more than one and a half hours, in order to complete the work in hand.

The Company shall pay employees who are called to work on any days for a minimum of three hours' work or for time during which employees may perform work if such time exceeds such minimum of three hours.-

Employees shall not take time off or be requested to take time off by the Company during regular working hours in lieu of any time for which they have been paid at the rate of time and one half or double time.-

ARTICLE 6. REST PERIODS.

The Company shall allow the employees, with the exception of those working in the Garage Department and those employees who are from time to time engaged in loading and unloading operations outside the Company's Plant, two rest periods of ten minutes each in each shift, such rest periods to be taken at a time as may be determined by the Foreman of each respective Department.

However, these rest periods do not apply to shift workers who are paid twenty minutes for lunch time.-

ARTICLE 7. VACATION WITH PAY.

The Company shall in each year grant one week's vacation with normal pay to the employees who have been in the service of the Company for at least one year and less than five years as at April 30th, two weeks' vacation with normal pay to employees who have been in the service of the Company for five or more years as at April 30th, and three weeks' vacation with normal pay to employees who have been in the service of the Company for twenty years or more as at April 30th such vacation pay to be calculated on the basis of a maximum of a normal work week.-

Employees with less than one year's service with the Company as at April 30th will be allowed a holiday credit of one half day for each completed calendar month so worked.

Vacation periods shall be determined from time to time by the Foreman in each respective Department, or in the case of dissatisfaction by the Plant Manager of the Company, and the Company shall insofar as possible, meet the wishes of the employees, with particular regard for seniority.-

ARTICLE 8 WAGES PAYMENT SYSTEM.

Wages will be paid once per week by cheque.

ARTICLE 9 TEMPORARY CHANGE OF EMPLOYMENT.

Any employee temporarily assigned to a position carrying a higher rate of pay than that normally paid to such employee shall be paid at such higher rate, but only whilst temporarily occupying such position and shall revert to his normal rate of pay if and when reduced to his original position.-

Any employee temporarily assigned to a position carrying a lower rate of pay than that normally paid to such employee shall not have his pay reduced whilst temporarily occupying such position.-

Any employee when permanently assigned to another position shall be entitled to the rate of pay applicable to such position, whether or not he previously occupied a position entitling him to a higher or to a lower rate of pay.-

ARTICLE 10 SENIORITY.

The Company shall cause to be prepared, as soon after the date of execution of this Agreement as possible, and to be posted in a place accessible to the employees a seniority list of all the employees in the various Departments, showing their names, the date of entry into the service of the Company, and the position which they occupy.

The Company shall furnish to the Chairman of the Local Committee hereinafter mentioned, a copy of such seniority list.

The seniority list shall be open for correction by the Company on proof of error to the satisfaction of the Company by any employee or by the Local Committee, for a period of sixty days.

Seniority shall apply to Departments only. However, in the case of abolition of positions or Department, plant-wide seniority shall prevail

Employees who, on account of reduction in forces have not performed any service for the Company for a period of six months shall forfeit all seniority rights.

ARTICLE 11 VACANCIES AND NEW POSITIONS.

Vacancies and new positions shall be bulletined within the Department in which they occur, and subject to competence and fitness, senior employees will be given an opportunity to qualify. If however, in the opinion of the Company such employees do not qualify at any time within thirty days they will revert to their former positions. Furthermore if they are permitted to carry on in their new positions for thirty days or ~~more~~ it shall be considered that they have fully qualified, for same. In cases of dissatisfaction representations may be made by the Union.

ARTICLE 12 REDUCTION IN NUMBER OF EMPLOYEES AND SUBSEQUENT INCREASES.

In the event of any reduction in the staff, the Company shall take into consideration primarily competence and fitness and in cases where these qualifications are equal, in the opinion of the Company, seniority shall be recognized.

In the event that the number of the employees of the Company is increased subsequent to any reduction, the positions becoming available shall insofar as possible, be filled by the former employees in the order in which they were vacated. In case of dissatisfaction representations may be made by the Union.

ARTICLE 13 LOCAL COMMITTEE.

The Union shall cause to be formed a Local Committee consisting of not more than five members chosen from amongst the employees and of which not more than two members shall be employed in any one Department, which shall be recognized by the Company as the Committee representing the Union in dealing with any and all matters which may arise out of the interpretation or application of this Agreement.

The Union shall from time to time notify the Company in writing of the names and addresses of the Officers of the Union and of the members of the Local Committee.-

ARTICLE 14. LEAVE OF ABSENCE TO MEMBERS OF THE LOCAL COMMITTEE.

The Company shall allow members of the Local Committee reasonable leave of absence with pay during regular working hours for such time as may be necessary to enable such members of the Local Committee to discuss grievances with the Officers of the Company.-

ARTICLE 15. EMPLOYEES' GRIEVANCES.

In the event of any complaint on the part of any employee who may have been disciplined or dismissed, or who may consider himself to have been unjustly treated such employee shall be entitled to a fair and impartial hearing before his Foreman, provided that a request in writing to such Foreman for such hearing is made by the Local Committee within five (5) days after the occurrence of disciplining dismissal or allegedly unjust treatment. Such hearing shall be granted within five (5) days from the date of the receipt by such Foreman of the request in writing for same, and a decision shall be rendered by such Foreman within five (5) days after such hearing.

At any such hearing the employee may be accompanied by the Local Committee or its representative.

Appeal may be taken by the Local Committee from any such decision to the plant Manager of the Company and upon such appeal the employee may be accompanied by the Local Committee or a representative thereof or a representative of the Union.

In the event that after the final decision of the Plant Manager of the Company, the complaint of the employee is found to be justified, such employee shall be paid for all time lost and shall be restored to his former position

ARTICLE 16. DISPUTES BETWEEN THE COMPANY AND THE UNION.

In the event of any dispute between the Company and the Union, the Company agrees that there shall not be any lockout, and the Union agrees that there shall not be any strike walkout, lockout, slowdown or suspension of work until all practical and legal means have been exhausted in an endeavour to settle such dispute.

In the event of the failure of the Company and of the Union to agree upon the settlement or adjustment of any dispute, the procedure defined by law and pertinent under the circumstances shall be followed.

ARTICLE 17. SAFETY AND HEALTH.

The Company shall make reasonable provision for the safety and health of the employees during working hours and shall provide such protective devices and equipment as may be necessary or required by law to safeguard the employees from injury and when available, such protective devices and equipment shall be used by employees properly and for the purpose for which they are intended. Employees must observe the rules of cleanliness at all times.

ARTICLE 18. ABSENTEEISM.

The Union recognizes that any absenteeism on the part of any employee which has been proven to be unwarranted shall constitute adequate reason for the prompt dismissal of such employees in accordance with the existing regulations of the Company.-

ARTICLE 19 PROBATIONARY EMPLOYEES.

An employee will not be placed on the seniority list until he has worked for a total of four (4) weeks for the Company and has been approved as a permanent employees.

ARTICLE 20 PROBATIONARY RATES OF PAY.

It is agreed that the Company may pay starting rates for all job classifications, at a discount of not more than five (5) cents per hour under the regular rate applicable to the classification concerned, and the period of probation may run for a maximum of four (4) weeks.-

ARTICLE 21 STARTING AND QUITTING TIME.

It is agreed that all employees covered by this Agreement will be fully prepared to start work at the commencement of the shift, and also that employees will be allowed a clean-up period of ten (10) minutes at the end of the shift, at the prevailing rate.

ARTICLE 22. SHIFT BONUSES.

All employees except Watchmen, working on the second and third shifts between 7.00 p.m. and 7.00 a.m. on the following day, will receive a shift bonus of three (3) cents per hour and five (5) cents per hour respectively that is to say for work performed during this period the second shift will receive a bonus of three (3) cents per hour, and the third shift a bonus of five (5) cents per hour.

It is further agreed that there shift bonuses will not be included when calculating overtime pay.

ARTICLE 23. MANAGEMENT CONTROL.

The Union recognizes that there is reserved to the Company full and complete control over the management of its affairs, such as the management of its plants the direction of its working force the right to engage, suspend or discharge any employees for cause to assign and re-assign employees to different positions or jobs, to transfer employees from one department to another, to increase or decrease the number of its employees and working hours, to determine the products to be produced, processed, manufactured or handled, and to fix the schedule of production and the methods, processes and means of production and handling of the products of the Company, provided, however, that nothing shall be done by the company in the exercise of such control which shall be contrary to law or to the provisions of this Agreement.-

ARTICLE 24. RULES AND REGULATIONS.

The Union recognizes that all employees shall be subject to and governed by the rules and regulations from time to time established by the Company, and agrees that the employees shall carry out all special orders posted on the notice boards in the plant of the Company or verbally conveyed to employees, unless such rules, regulations or special orders are contrary to Law or to the provisions of this Agreement.-

ARTICLE 25. TERM OF AGREEMENT.

This Agreement shall remain in force and effect for a period of one year from the date hereof and shall be automatically renewed from year to year subject to the provisions of the Labour Relations Act, provided, however that this Agreement may be terminated or revised by either of the parties hereto at the end of the first year or at any time during any subsequent year by thirty days prior notice in writing to the other party.-

It is understood between the parties hereto that no part of this Agreement shall affect the terms and conditions of the Company's combined Retirement Income and Group Insurance Plan.-

IN WITNESS WHEREOF THE PARTIES HERETO HAVE executed and delivered there presents under the hands of their respective officers duly authorized for the purpose hereof, at the time and place indicated in the preamble hereof.-

THE OGILVIE FLOUR MILLS CO., LIMITED.

H. Armitage,
Personnel Officer
PARTY OF THE FIRST PART.

Witness.

BROTHERHOOD OF RAILWAY & STEAMSHIP CLERKS
FREIGHT HANDLERS, EXPRESS & STATION EMPLOYEES,
ST. CHARLES LODGE LOCAL 1142.-

Party of the Second Part.-

Witness.

Attested to be a true copy

Montreal, Que November 4th 1951.-

Chas. A. Giroux.
C.S.C.-

SCHEDULE "A"

THE OGILVIE FLOUR MILLS CO., LIMITED

CLASSIFICATION AND WAGE RATES.

MONTREAL QUE PLANT.

<u>Classifications.</u>	<u>Rates effective January 1st 1951</u>
Millwrights (First Class)	\$1.26
Tinsmith (First Class)	1.26
Steamfitters (Licensed)	1.26
Machinists(First Class)	1.26
Electricians(First Class)	1.26
Shift Millers(Flour Mill)	1.26
Grinders (Flour)	1.26
Bolters (Flour)	1.26
Millwrights (Second Class)	1.18
Electricians(Second Class)	1.18
Tinsmith's Helpers (First Class)	1.18
Garage Mechanic (Assistant)	1.18
Asst. Flour Blender	1.14
Sprinkler Fitter (Licence CC)	1.13
Maintenance Painter	1.13
Millwrights (Third Class)	1.08
Asst. Elevator Foreman (Feed Mill)	1.08
Tinsmith's Helper (Second Class)	1.08
Bagman (Royal Mill)	1.08
Mail Foreman & Electric Truck Operator (Feed Mill Products)	1.07
Bolter's Helper (Flour Mill)	1.06
Grinder's Helper (Flour Mill)	1.06
Chief Electric Truck Operator	1.06
Shift Foreman, Prepared Mix Dept.	1.06
Doormen Checkers, Warehouses	1.05
Second Asst. Millers (Feed Mill)	1.05

Shift Foremen (Feed Mill)	1.03
Scalemen (Elevator)	1.03
Chauffeurs	1.03
Mail Foremen(Royal Mill Products.)	1.03
Flour Packers, (Royal Mill Products)	1.03
Feed Packers (Royal Mill Products & Feed Mill)	1.03
Electric Truck Operators	1.03
Sewer, Feed Mill	1.03
Bagmen, resacking warehouses	1.03
Power House Operators (Feed Mill)	1.03
Bagman, Feed Mill	1.03
Car Checkers	1.01
Stock Checkers	1.01
Car Supervisor	1.01
Truck Checkers	1.01
Smutters	1.01
Senior Scalemen (Feed Mill)	1.01
Mixerman, Prepared Mix Dept.	1.01
Grinders(Feed Mill)	1.00
Scalemen & Elevatorman (Feed Mill)	1.00
Oilers	1.00
Senior Utility Man (Pre-mix & Small Flour Packing.)	.99
Stock Pilers	.98
Car Helpers	.98
Storeman (Utility)	.98
Checker , Stockman, Time Clock Attendant (Feed Mill)	.98
Senior Feederman (Feed Mill)	.98
Elevators	.98
Asst. Scalemen & Mixer (Feed Mill)	.98

Utility Men, Warehouse & Flour Mill	.95
Labourers	.95
Chauffeurs Helpers	.95
Feedermen (Feed Mill)	.95
Feedermen (Royal Mill)	.95
Mail Table Helpers	.95
Stock Helpers, Warehouses	.95
Truckers	.95
Sieve Repairman (Flour Mill)	.95
Asst. Bagmen	.93
Sweepers	.90
Packers, Cereal Dept. (Male)	.85
Packers, Small Flour (Male)	.85

FEMALE EMPLOYEES.

Forelady	.81
Packers	.76
Sweepers	.76
Stewardess	.71

WEEKLY CLASSIFICATIONS.

Night Outside Constable	56 .28 per week
Inside Watchmen	54. 28 " "
Outside Foreman (Shipping)	54. 28 " "
Lunch Room Porter	51. 28 " "
Janitor (Chemical Laboratory)	51. 28 " "

NOTE THE SHIFT BONUSES REFERRED TO IN ARTICLE 22, OF THE AGREEMENT WILL BE PAID
IN ADDITION TO THE RATES SHOWN IN THIS SCHEDULE.-

SCHEDULE "B"

Montreal, Que

19

The Ogilvie Flour Mills Co. Ltd.,
Sun Life Building,
Dominion Square
Montreal, Que.

Dear Sirs:

COMPULSORY CHECK-OFF AUTHORIZATION.

I hereby authorize The Ogilvie Flour Mills Co., Limited
to deduct the sum of \$ from my first pay cheque in each
calendar month and to remit the same to the Brotherhood of Railway
and Steamship Clerks, Freight Handlers, Express and Station Employees,
St. Charles Lodge Local 1142.

This authorization is irrevocable during the term of the
collective agreement dated January 1st 1951.

Witness

Employees

Department:
TimeClock No.-

272

AGREEMENT made in duplicate in the City and District of Montreal, Province of Quebec, Canada, this 8th day of June 1948.

BY AND BETWEEN:

THE OGILVIE FLOUR MILLS CO. LIMITED, (hereinafter called the Company

PARTY OF THE FIRST PART.

AND.

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES, St. CHARLES LODGE LOCAL 1142, (hereinafter called the "Union" or

PARTY OF THE SECOND PART.

WHEREAS the Union has been recognized by the Labour Relations Board of the Province of Québec, established pursuant to the Labour Relations Act (R.S.Q. 1941 Ch. 16A) as the collective representative of all the employees of the Company at its plant on Mill Street in the City of Montreal, in the Province of Quebec, excepting Foremen with authority to hire and discharge employees in a supervisory capacity, and office personnel.

WHEREAS the parties hereto have negotiated for the purpose of making a collective agreement and are agreeable to these presents.

Now THEREFORE, THESE PRESENTS WITNESSETH:

THAT, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows, that is to say.

1. RECOGNITION.

The Company, pursuant to the provisions of the Labour Relations Act. hereby recognizes the Union as the collective representative of all of the employees of the Company at its plant on Mill Street in the City of Montreal in the Province of Quebec, Canada, with the exception of Foremen with authority to hire and discharge, all those acting in a supervisory capacity and office personnel, such employees so represented by the Union hereinafter being called the "employees".

2.- WAGES AND NORMAL WORKING HOURS.

The rates of wages to be paid by the Company, effective as and from the 8th, day of June 1948, to the respective classifications of the employees of the Company set forth in Schedule "A" hereto attached to form part hereof, shall be the respective rates for the day shift, the respective rates for the night shift, that is to say, for work performed between 7.00 p.m. and 7.00 a.m. in any one day, and the respective weekly rates, as the case may be as set forth in Schedule "A" opposite such classification; and

The normal working hours shall not exceed eight hours per day or forty eight hours per week at straight time, except in the case of watchmen when such normal working hours shall not exceed twelve hours per day or sixty hours per week at straight time. The reference herein to NORMAL WORKING HOURS indicates straight time working hours, and not minimum working hours.

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3. VOLUNTARY REVOCABLE CHECK-OFF.

The Company shall, during the term of this agreement, when authorized in writing by an employee of the Company who is a member of the Union in the form and terms of the authorization hereto attached as Schedule "B" to form part hereof, deduct the amount of the Union dues from such employee's wages and remit the same to the Union, and the Company agrees to post on the notice boards within the plant of the Company once during each calendar month a notice showing the amount of dues so deducted from the wages of the employees and remitted to the Union.

Any authorization in writing so given by an employee of the Company shall be revocable by such employee at any time by notice in writing from such employee to the Company in the form and terms of the notice hereto attached as Schedule "C" to form part hereof.

4.- STATUTORY HOLIDAYS.

Work required by the Company of any employee on any of the following Statutory Holidays, to wit:-

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

shall be compensated for at double the regular rate of pay.

Straight time rates for normal working hours shall be paid for work not performed on the following Statutory Holidays, and which otherwise would have been worked if these days had not been Statutory Holidays:

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

It is understood that the above Statutory Holiday pay applies only to employees with three months or more of service with the Company, and further understood that a penalty will be imposed upon employees who fail to work the full balance of any week in which any of the above Statutory Holidays may appear; X in any of these weeks, he will receive only four fifths of his holiday pay or other proportion as the case may be.

5.- OVERTIME, TIME AND ONE HALF AND DOUBLE TIME.

The Company shall pay at the rate of time and one half for all work performed in excess of normal working hours, except as otherwise provided herein.

The Company shall pay at the rate of double time for all work performed on Sundays except to Watchmen, Stationary Enginemen, Firsmen, and or their helpers who are called upon to work on Sundays such employees being allowed.

~~that is to say that if an employee works only four of the balance of five days~~

X that is to say that if an employee works only four of the balance of five days

in lieu thereof, one day's rest in each week, provided, however, that if they be required to work on such day of rest they shall be paid therefor at the rate of double time.

The Company shall pay at the rate of double time for all work performed on any of the Statutory Holidays named herein, provided that if such day fall on a Sunday, and if the Government of Canada designates another day for the celebration of such Statutory Holiday, then the rate of double time shall apply for all work performed on the day so designated by the Government of Canada.

The Company shall pay employees who are called to work on any days for a minimum of three hours' work or for time during which employees may perform work if such time exceeds such minimum of three hours.

The Company shall pay any employees who are called back to work after completing their normal shift and leaving the premises of the Company, at the rate of time and one half for any time so worked, provided, however, that such employee shall be entitled to be paid for a minimum of two hours' work at time and one half whether they work such two hours or less, provided further, that such minimum shall not apply when employees are required to continue working after their normal shift has been completed for not more than one and a half hours, in order to complete the work in hand.

Employees shall not take time off or be requested by the Company to take time off during regular working hours in lieu of any time for which they have been paid at the rate of time and one half or double time.

6.- REST PERIODS.

The Company shall allow the employees, with the exception of those working in the Garage Department and those employees who are from time to time engaged in unloading and loading operations outside the Company's plant, two rest periods of ten minutes each in each shift, such rest periods to be taken at a time as may be determined by the Foreman of each respective Department.

However these rest periods do not apply to shift workers who are paid twenty minutes for lunch time.

7.- VACATION WITH PAY.

The Company shall in each year grant one week's vacation with normal pay to the employees who have been in the service of the Company for at least one year and less than five years as at April 30th, and two week's vacation with normal pay to employees who have been in the service of the Company for five or more years as at April 30th, such vacation pay to be calculated on the basis of a maximum of a normal work week.

Employees with less than one year's service with the Company as at April 30th will be allowed a holiday credit of one half day for each completed calendar month so worked.

Vacation periods shall be determined from time to time by the Foremen in each respective Department, or in the case of dissatisfaction, by the Personnel Officer of the Company, and the Company shall, insofar as possible, meet the wishes of the employees with particular regard to seniority.

8.- TEMPORARY CHANGE OF EMPLOYMENT.

Any employee temporarily assigned to a position carrying a higher rate of pay than that normally paid to such employee shall be paid at such higher rate, but only whilst temporarily occupying such position, and shall revert to his normal rate of pay if and when reduced to his original position.

Any employees temporarily assigned to a position carrying a lower rate of pay than that normally paid to such employee shall not have his pay reduced whilst temporarily occupying such position.

Any employee when permanently assigned to another position shall be entitled to the rate of pay applicable to such position, whether or not he previously occupied a position entitling him to a higher or to a lower rate of pay.

9.- SENIORITY.

The Company shall cause to be prepared, as soon after the date of execution of this Agreement as possible, and to be posted in a place accessible to the employees, a seniority list of all the employees in the various Departments, showing their names, the date of entry into the service of the Company and the position which they occupy.

The Company shall furnish to the Chairman of the Local Committee hereinafter mentioned, a copy of such seniority list.

The Seniority list shall be open for correction by the Company on proof of error to the satisfaction of the Company by any employee or by the Local Committee, for a period of sixty days.

Seniority shall apply to Departments, only except in the case of Warehouse employees and Truck Helpers, which will be considered as one Department for seniority purposes.

10. VACANCIES AND NEW POSITIONS.

Vacancies and new positions shall be bulletined, and subject to competence and fitness, senior employees will be given an opportunity to qualify. If, however, in the opinion of the Company such employees do not qualify at any time within thirty days they will revert to their former positions. Furthermore, if they are permitted to carry on in the new positions for thirty days or more, it shall be considered that they have fully qualified for same. In cases of dissatisfaction representations may be made by the Union.

11. REDUCTION IN NUMBER OF EMPLOYEES AND SUBSEQUENT INCREASES.

In the event of any reduction of the staff, the Company shall take into consideration primarily competence and fitness, and in cases where these qualifications are equal, in the opinion of the Company, seniority shall be recognized.

In the event that the number of the employees of the Company is increased subsequent to any reduction, the positions becoming available shall insofar as possible, be filled by the former employees in the order in which they were vacated. In case of dissatisfaction representations may be made by the Union.

12.- LOCAL COMMITTEE.

The Union shall cause to be formed a Local Committee consisting of not more than five members chosen from amongst the employees, and of which not more than two members shall be employed in any one Department, which shall be recognized by the Company as the Committee representing the Union in dealing with any and all matters which may arise out of the interpretation or application of this Agreement.

The Union shall from time to time **notify** the Company in writing of the names and addresses of the Officers of the Union and of the Members of the Local Committee.

13.- LEAVE OF ABSENCE TO MEMBERS OF LOCAL COMMITTEE.

The Company shall allow the members of the Local Committee reasonable leave of absence with pay during regular working hours for such time as may be necessary to enable such members of the Local Committee to discuss grievances with the Officers of the Company.

14. EMPLOYEES' GRIEVANCES.

In the event of any complaint on the part of any employee who may have been disciplined or dismissed or who may consider himself to have been unjustly treated such employee shall be entitled to a fair and impartial hearing before his Foreman, provided that a request in writing to such Foreman for such hearing is made by the Local Committee within (5) five days after the occurrence of such disciplining dismissal or allegedly unjust treatment. Such hearing shall be granted within five (5) days from the date of the receipt by such Foreman of the request in writing for same, and a decision shall be rendered by such Foreman within five (5) days after such hearing.

At any such hearing the employee may be accompanied by the Local Committee or its representative.

Appeal may be taken by the Local Committee from any such decision to the Personnel Officer of the Company and upon such appeal the employee may be accompanied by the Local Committee or a representative thereof or a representative of the Union.

In the event that after the final decision of the Personnel Officer of The Company, the complaint ~~submitted~~ of the employee is found to be justified, such employee shall be paid for all time lost and shall be restored to his former position.

15.- DISPUTES BETWEEN THE COMPANY AND THE UNION.

In the event of any dispute between the Company and the Union, the Company agrees that there shall not be any lockout and the Union agrees that there shall not be any strike, walkout, lockout, slowdown or suspension of work until all practical and legal means have been exhausted in an endeavour to settle such dispute.

In the event of the failure of the Company and of the Union to agree upon the settlement or adjustment of any dispute, the procedure defined by law and pertinent under the circumstances shall be followed.

16.- SAFETY AND HEALTH.

The Company shall make reasonable provision for the safety and health of the employees during working hours and shall provide such protective devices and equipment as may be necessary or required by Law to safeguard the employees from injury and when available, such protective devices and equipment shall be used.

by employees properly and for the purpose for which they are intended
Employees must observe the rules of cleanliness at all times.

17.- ABSENTEEISM.

The Union recognizes that any absenteeism on the part of any employee which has been proven to be unwarranted shall constitute adequate reason for the prompt dismissal of such employees in accordance with the existing regulations of the Company.

18.- PROBATIONARY EMPLOYEES.

An employee will not be placed on the seniority list until he has worked for a total of four (4) weeks for the Company and has been approved as a permanent employee.

19.- PROBATIONARY RATES OF PAY.

It is agreed that the Company may pay starting rates for all job classifications, at a discount of not more than 5 cents per hour under the regular rate applicable to the classification concerned, and the period of probation may run for a maximum of four (4) weeks.

20.- VOLUNTARY CHECK-OFF SUBJECT TO CONDITIONS SHOWN ON SCHEDULE.
"D" ATTACHED.

The Company shall, when authorized in writing by an employee of the Company who is a member of the Union in the form and terms of the authorization hereto attached as Schedule "D" deduct the amount of the Union dues from such employees wages and remit the same to the Union, and the Company agrees to post on the notice boards within the plant of the Company once during each calendar month a notice showing the amount of dues so deducted from the wages of employees and remitted to the Union.

21.- STARTING AND QUITTING TIME.

It is agreed that all employees covered by this agreement will be fully prepared to start to work at the commencement of the shift and also that employees will be allowed a clean-up period of ten (10) minutes at the end of the shift, at the prevailing rate.

22.- SHIFT BONSES.

All employees who are paid by the hour will receive a bonus of 3¢ per hour for all time worked between 7.00 p.m. and 7.00 a.m. on the following day.

It is further agreed between the parties hereto that this shift bonus will not be considered when calculating overtime.

23. MANAGEMENT CONTROL.

The Union recognizes that there is reserved to the Company full and complete control over the management of its affairs, such as the management of its plants the direction of its working force, the right to engage, suspend or discharge any employees for cause, to assign and re-assign employees to different positions or jobs, to transfer employees from one Department to another, to increase or decrease the number of its employees and working hours, to determine the products to be produced, processed, manufactured or handled and to fix the schedule

of production and the methods, processes and means of production and handling of the products of the Company, provided, however, that nothing shall be done by the Company in the exercise of such control which shall be contrary to Law or to the provisions of this Agreement.

24.- RULES AND REGULATIONS.

The Union recognizes that all employees shall be subject to and governed by the rules and regulations from time to time established by the Company, and agrees that the employees shall carry out all special orders posted on the notice boards in the plant of the Company or verbally conveyed to employees, unless such rules, regulations or special orders are contrary to law or to the provisions of this Agreement.

25.- TERM OF AGREEMENT.

This Agreement shall remain in force and effect for a period of one year from the date hereof, and shall be automatically renewed from year to year subject to the provisions of the Labour Relations Act, provided, however, that this Agreement may be terminated or revised by either of the parties hereto at the end of the first year or at any time during any subsequent year by thirty days prior notice in writing to the other party.

It is understood between the parties hereto that no part of this Agreement shall affect the terms and conditions of the Company's combined Retirement Income and Group Life Insurance Plan.

IN WITNESS WHEREOF the parties hereto have executed and delivered these presents under the hands of their respective officers duly authorized for the purpose hereof, at the time and place indicated in the preamble hereof.

THE OGILVIE FLOUR MILLS CO. LIMITED.

H Armitage,
Personnel Officer.

PARTY OF THE FIRST PART.

----- H Barrie.-----
Witness

BROTHERHOOD OF RAILWAY AND STEAMSHIP
CLERKS? FREIGHT HANDLERS, EXPRESS AND
STATION EMPLOYEES.

H.-F. Mead.

PARTY OF THE SECOND PART.

----- R. Campeau. -----
Witness

Montréal Qué., June 8th 1948

SCHEDULE "A"

THE OGILVIE FLOUR MILLS CO LIMITED.-
MONTREAL, QUE.

CLASSIFICATION AND WAGE RATES.

MONTREAL PLANT.

	Rates effective June 8th, 1948	
	<hr/>	
Millwrights (First class)	\$	1.14 per hour
Tinsmith	1.14	" "
Steamfitter	1.14	" "
Machinist	1.14	" "
Electrician (First Class)	1.14	" "
Grinders (Flour)	1.14	" "
Bolters	1.14	" "
Millwrights (second Class)	1.06	" "
Electricians (Second Class)	1.06	" "
Tinsmith's Helper (First Class)	1.06	" "
General Foreman, Prepared Mix Department	1.01	" "
Millwrights (Third Class)	.96	" "
Purifier Men (Flour Mill)	.94	" "
First Asst. Miller (Feed Mill)	.94	" "
Chief Electrical Truck Operator	.94	" "
Chief Operator (Flaking Plant)	.94	" "
Shift Foremen, Prepared Mix Department	.94	" "
Doc men Checkers, A. & B Warehouses	.93	" "
Second Asst. Millers, Feed Mill	.93	" "

Wage Rates. Montreal Plant. (Cont'd)
Rates effective June 8th. 1948

		per hour
Firemen 3rd Class	1.06	" "
Shift Foremen, Feed Mill	.91	" "
Scalemen (Elevator)	.91	" "
Chauffeurs	.91	" "
Mail Foremen (Royal Mill Products)	.91	" "
Flour Packers & Sewers	.91	" "
Bagman (Royal Mill)	.91	" "
Shift Foreman (Breakfast Food Plant)	.91	" "
Salvage Utility	.91	" "
Electric Truck Operator	.91	" "
Car Checkers	.89	" "
Stock Checkers	.89	" "
Car Supervisor	.89	" "
Truck Checkers	.89	" "
Smutters	.89	" "
Feed Packers (Royal Mill & Feed Mill)	.89	" "
Senior Scaleman (Feed Mill)	.89	" "
Mixers, Prepared Mix Department	.89	" "
Sewer Feed Mill	.89	" "
Firemen (4th Class)	.96	" "
Grinders, Feed Mill	.88	" "
Mail Foreman, Feed Mill Products	.89	" "
Oilers	.88	" "
Stock Pilers	.86	" "
Car Helpers	.86	" "
Bagman, Resacking (Warehouses A & B)	.86	" "
Checkers, Stockman, Time Clock attendant (Feed Mill)	.86	" "
Power House Operators	.86	" "

Wage Rates - Montreal Plant (Cont'd)

Rates Effective June 8th, 1948

Packers, Breakfast Food Plant	.73	per hour
Packers, Smalls Flour	.73	" "
Blenders, Breakfast Food Plant	.73	" "

FEMALE EMPLOYEES

Foralady	.69	" "
Packers	.64	" "
Sweepers	.64	" "
Stewardess	.59	" "

WEEKLY CLASSIFICATIONS.

Foreman, Royal Mill Elevator	\$ 54 .56	per week
Packing Room Foreman	49 .56	" "
Night Outside Constable	50 .52	" "
Inside Watchmen	48 .52	" "
Outside Foreman (Shipping)	48 .52	" "
Lunch Room Porter	45 .52	" "
Janitor (Chemical Laboratory)	45 .52	" "

NOTE: In addition to these rates a bonus of .03¢ per hour will be paid to employees paid by the Hour for time worked between 7.00 p.m. and 7.00 a.m. in the same day

SCHEDULE " B "

Montreal, Que

19

The Ogilvie Flour Mills Co., Ltd.,
Sun Life Building,
Dominion Square,
Montreal, Que.

Dear Sirs:

I hereby authorize The Ogilvie Flour Mills Co., Limited to deduct the sum of \$ from my first pay cheque in each calendar month and to remit the same to the Brotherhood of Railway and Steam Clerks, Freight Handlers, Express and Station Employees, St-Charles Lodge Local 1142.

Witness

Employee.

TIMECLOCK NO:

DEPARTMENT:

SCHEDULE "C"

Montreal, Que

19

The Ogilvie Flour Mills Co. Ltd.
Sun Life Building.
Dominion Square,
Montreal Que.

Dear Sirs:

I hereby revoke and **cancel** the authorization previously given by me to the Ogilvie Flour Mills Co. Ltd. to deduct the sum of \$ _____ from my first pay cheque in each calendar month and to remit the same to the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, St. Charles Lodge Local 1142.

Witness

Employee.

TIME CLOCK NO.

DEPARTMENT:

SCHEDULE "D"

Montreal, Que.

19

The Ogilvie Flour Mills Co., Limited
Sun Life Building,
Dominion Square,
Montreal Qué.

Dear Sirs:

I hereby authorize The Ogilvie Flour Mills Co., Limited to deduct the sum of \$ from my first pay cheque in each calendar month and to remit the same to the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express & Station Employees, St. Charles Lodge, Loc 1142.

I understand this authorization will remain in force until June 7th, 1949, after which date it automatically expires.

Employee.

Witness.

TIMECLOCK NO.

DEPARTMENT:

AGREEMENT made in duplicate in the City and District of Montreal,
Province of Quebec, Canada this 8th day of June, 1947.

BY AND BETWEEN.

THE OGILVIE FLOURMILLS CO., LIMITED.
(hereinafter called the "Company")
or

PARTY OF THE FIRST PART

AND

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES,
St. CHARLES LODGE LOCAL 1142.
(hereinafter called the "Union") or

PARTY OF THE SECOND PART

WHEREAS the Union has been recognized by the Labour Relations Board of the Province of Quebec, established pursuant to the Labour Relations Act (R.S.Q. 1941 Ch. 16A.) as the collective representative of all the employees of the Company at its plant on Mill Street in the City of Montreal, in the Province of Quebec, excepting foremen with authority to hire and discharge, employees in a supervisory capacity, and office personnel.

WHEREAS the parties hereto have negotiated for the purpose of making a collective agreement and are agreeable to these presents.

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows, that is to say:

1. RECOGNITION.

The Company, pursuant to the provisions of the Labour Relations Act, hereby recognizes the Union as the collective

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representative of all of the employees of the Company at its plant on Mill Street in the City of Montreal, in the Province of Quebec, Canada, with the exception of Foremen with authority to hire and discharge, all those acting in a supervisory capacity, and office personnel, such employees so represented by the Union hereinafter being called the " employees."

2. WAGES AND NORMAL WORKING HOURS

The rates of wages to be paid by the Company, effective as and from the 8th day of June, 1947 to the respective classifications of the employees of the Company set forth in schedule "A" hereto attached to form part hereof, shall be the respective rates for the day shift, the respective rates for the night shift, that is to say, for work performed between 7.00 p.m. and 7 a.m. in any one day, and the respective weekly rates, as the case may be, as set forth in schedule "A" opposite such classification; and

The normal working hours shall not exceed eight hours per day or forty eight hours per week at straight time, except in the case of watchmen when such normal working hours, shall not exceed twelve hours per day or sixty hours per week at straight time. The reference herein to NORMAL WORKING HOURS indicates straight time working hours, and not minimum working hours.

3. VOLUNTARY RECOVERABLE CHECK-OFF.

The Company shall, during the term of this Agreement, when authorized in writing by an employee of the Company who is a member of the Union in the form and terms of the authorization hereto attached as Schedule "B" to form part hereof, deduct the

amount of the Union dues from such employee's wages and remit the same to the Union, and the Company agrees to post on the notice boards within the plant of the Company once during each calendar month a notice showing the amount of dues so deducted from the wages of the employees and remitted to the Union.

Any authorization in writing so given by an employee of the Company shall be revocable by such at any time by notice in writing from such employees to the Company in the form and terms of the notice hereto attached as Schedule "C" to form part hereof.

4. STATUTORY HOLIDAYS.

Work required by the Company of any employee on any of the following

Statutory, to wit:-
Holidays

New Year's Day
Good Friday
Dominion Day
Labour Day
Thanksgiving Day
Christmas Day

shall be compensated for at double the regular rate of pay. In addition work performed on St. Jean Baptiste Day, will be compensated for at double the regular rate of pay.

Straight time rates for normal working hours shall be paid for work not performed on the following Statutory Holidays:

New Year's Day
Good Friday
Dominion Day
Labour Day
Thanksgiving Day
Christman Day.

It is understood that the above Statutory Holiday pay

applies only to employees with three months or more of service with the Company, and further understood that a penalty will be imposed upon employees who fail to work the full balance of any week in which any of the above Statutory Holidays may appear; that is to say that if an employee works only four of the balance of five days in any of these weeks, he will receive only four fifths of his holiday pay or other proportion as the case may be.

5. OVERTIME, TIME AND ONE HALF AND DOUBLE TIME.

The Company shall pay at the rate of time and one half for all work performed in excess of normal working hours, except as otherwise provided herein.

The Company shall pay at the rate of double time for all work performed on Sundays except to Watchmen, Stationary Enginemen, Firemen and or their helpers, who are called upon to work on Sundays, such employees being allowed, in lieu thereof, one day's rest in each week, provided, however, that if they be required to work on such day of rest they shall be paid therefor at the rate of double time.

The Company shall pay at the rate of double time for all work performed of any the Statutory Holidays named herein, provided that if such day fall on a Sunday, and if the Government of Canada designates another day for the celebration of such Statutory Holiday, then the rate of double time shall apply for all work performed on the day so designated by the Government of Canada.

The Company shall pay employees who are called to work

on any days for a minimum of three hours' work or for time during which employees may perform work if such time exceeds such minimum of three hours.

The Company shall pay any employees who are called back to work after completing their normal shift and leaving the premises of the Company, at the rate of time and one half for any time so worked, provided, however, that such employee shall be entitled to be paid for a minimum of two hours work at time and one half, wheter they work such two hours or less provided further that such minimum shall not apply when employees are required to continue working after their normal shift has been completed for not more than one and a half hours, in order to complete the work in hand.

Employees shall not take time off or be requested by the Company to take time off during regular working hours in lieu of any time for which they have been paid at the rate of time and one half or double time.

6. REST PERIODS

The Company shall allow the employees, with the exception of those working in the Garage Department and those employees who are from time to time engaged in unloading and loading operations outside the Company's plant, two rest periods of ten minutes each in each shift, such rest periods to be taken at such time as may be determined by the Foreman of each respective Department.

7. VACATION WITH PAY

The Company shall in each year grant one week's vacation with normal pay to the employees who have been in the service of the Company for at least one year and less than five years as at

April 30th, and two week's vacation with normal pay to employees who have been in the service of the Company for five or more years as at April 30th, such vacation pay to be calculated on the basis of a maximum of a normal work week.

Employees with less than one year's service with the Company as at April 30th will be allowed a holiday credit of one half day for each completed calendar month so worked.

Vacation periods shall be determined from time to time by the Foremen in each respective Department, or in the case of dissatisfaction, by the Personnel Officer of the Company, and the Company shall, insofar as possible, meet the wishes of the employees, with particular regard to seniority.

8. TEMPORARY CHANGE OF EMPLOYMENT

Any employee temporarily assigned to a position carrying a higher rate of pay than that normally paid to such employee shall be paid at such higher rate, but only whilst temporarily occupying such position, and shall revert to his normal rate of pay if and when reduced to his original position.

Any employee temporarily assigned to a position carrying a lower rate of pay than that normally paid to such employee shall not have his pay reduced whilst temporarily occupying such position.

Any employee when permanently assigned to another position shall be entitled to the rate of pay applicable to such position, wheter or not he previously occupied a position entitling him to a higher or to a lower rate of pay.

9. SENIORITY

The Company shall cause to be prepared, as soon after the date of execution of this Agreement as possible, and to be posted in a place accessible to the employees, a seniority list of all the employees in the various Departments, showing their names, the date of entry into the service of the Company and the position which they occupy.

The Company shall furnish to the Chairman of the Local Committee hereinafter mentioned, a copy of such seniority list.

The seniority list shall be open for correction by the Company on proof of error to the satisfaction of the Company by any employee or by the Local Committee, for a period of sixty days.

Seniority shall apply to Departments only, except in the case of Warehouse employees and Truck Helpers, which will be considered as one Department for seniority purposes.

10. VACANCIES AND NEW POSITIONS.

Vacancies and new positions shall be bulletined, and subject to competence and fitness, senior employees will be given an opportunity to qualify. If, however, in the opinion of the Company such employees do not qualify at any time within thirty days they will revert to their former positions.

Furthermore, if they are permitted to carry on in the new positions for thirty days or more, it shall be considered that they have fully qualified for same. In cases of dissatisfaction representations may be made by the Union.

11. REDUCTION IN NUMBER OF EMPLOYEES AND SUBSEQUENT INCREASES.

In the event of any reduction of the staff, the Company shall take into consideration primarily competence and fitness, and in cases where these qualifications are equal, in the opinion of the Company, seniority shall be recognized.

In the event that the number of the employees of the Company is increased subsequent to any reduction, the positions becoming available, shall insofar as possible, be filled by the former employees in the order in which they were vacated. In case of dissatisfaction representations may be made by the Union.

12. LOCAL COMMITTEE.

The Union shall cause to be formed a Local Committee consisting of not more than five members chosen from amongst the employees, and of which not more than two members shall be employed in any one Department, which shall be recognized by the Company as the Committee representing the Union in dealing with any and all matters which may arise out of the interpretation or application of this Agreement.

The Union shall from time to time notify the Company in writing of the names and addresses of the officers of the Union and of the members of the Local Committee.

13. LEAVE OF ABSENCE TO MEMBERS OF LOCAL COMMITTEE.

The Company shall allow the members of the Local Committee reasonable leave of absence with pay during regular working hours for such time as may be necessary to enable such members of the Local Committee to discuss grievances with the

Officers of the Company.

14. EMPLOYEES GRIEVANCES.

In the event of any complaint on the part of any employee who may have been disciplined or dismissed or who may consider himself to have been unjustly treated, such employee shall be entitled to a fair and impartial hearing before his Foreman, provided that a request in writing to such Foreman for such hearing is made by the Local Committee within five (5) days after the occurrence of such disciplining, dismissal or allegedly unjust treatment. Such hearing shall be granted within five (5) days from the date of the receipt by such Foreman of the request in writing for same, and a decision shall be rendered by such Foreman within five (5) days after such hearing.

At any such hearing the employee may be accompanied by the Local Committee or its representative.

Appeal may be taken by the Local Committee from any such decision to the Personnel Officer of the Company and upon such appeal the employee may be accompanied by the Local Committee or a representative thereof or a representative of the Union.

In the event that after the final decision of the Personnel Officer of the Company, the complaint of the employee is found to be justified, such employee shall be paid for all time lost and shall be restored to his former position.

15. DISPUTES BETWEEN THE COMPANY AND THE UNION.

In the event of any dispute between the Company and the Union, the Company agrees that there shall not be any lockout

and the Union agrees that there shall not be any strike, walkout, lockout, slowdown or suspension of work until all practical and legal means have been exhausted in an endeavour to settle such dispute.

In the event of the failure of the Company and of the Union to agree upon the settlement or adjustment of any dispute, the procedure defined by law and pertinent under the circumstances, shall be followed.

16. SAFETY AND HEALTH

The Company shall make reasonable provision for the safety and health of the employees during working hours and shall provide such protective devices and equipment as may be necessary or required by law to safeguard the employees from injury and, when available, such protective devices and equipment shall be used by employees properly and for the purpose for which they are intended. Employees must observe the rules of cleanliness at all times.

17. ABSENTEEISM.

The Union recognizes that any absenteeism on the part of any employee which has been proven to be unwarranted shall constitute adequate reason for the prompt dismissal of such employees in accordance with the existing regulations of the Company.

18. PROBATIONARY EMPLOYEES.

An employee will not be placed on the seniority list until he has worked for a total of four (4) weeks for the Company.

and has been approved as a permanent employee.

19. PROBATIONARY RATES OF PAY.

It is agreed that the Company may pay starting rates for all job classifications, at a discount of not more than 5 cents per hour under the regular rate applicable to the classification concerned, and the period of probation may run for a maximum of four (4) weeks.

20. STARTING AND QUITTING TIME.

It is agreed that all employees covered by this Agreement will be fully prepared to start to work at the commencement of the shift, and also that employees will be allowed a clean-up period of ten (10) minutes at the end of the shift, at the prevailing rate.

21. SHIFT BONUSES.

It is agreed that a bonus of 3 cents per hour will be paid to all employees whose rate of pay prior to the execution of this Agreement was less than 74 cents per hour, for all time worked between 7.00 p.m. and 7.00 a.m.

It is further agreed between the parties thereto that this shift bonus will not be considered when calculating overtime.

22. MANAGEMENT CONTROL

The Union recognizes that there is reserved to the Company full and complete control over the management of its affairs, such as the management of its plants, the direction of its working force, the right to engage, suspend or discharge any employees for cause, the assign and re-assign employees to different positions or jobs, to transfer employees from one Department to

another, to increase or decrease the number of its employees and working hours, to determine the products to be produced, processed, manufactured or handled and to fix the schedule of production and the methods processes and means of production and handling of the products of the Company, provided, however, that nothing shall be done by the Company in the exercise of such control which shall be contrary to Law or to the provisions of this Agreement.

23. RULES AND REGULATIONS.

The Union recognizes that all employees shall be subject to and governed by the rules and regulations from time to time established by the Company, and agrees that the employees shall carry out all special orders posted on the notice boards in the plant of the Company or verbally conveyed to employees, unless such rules, regulations or special orders are contrary to Law or to the provisions of this Agreement.

24. TERM OF AGREEMENT.

This Agreement shall remain in force and effect for a period of one year from the date hereof, and shall be automatically renewed from year to year subject to the provisions of the Labour Relations Act, provided, however, that this Agreement may be terminated or revised by either of the parties hereto at the end of the first year or at any time during any subsequent year by thirty days prior notice in writing to the other party.

It is understood between the parties hereto that no part of this Agreement shall affect the terms and conditions of the

Company's combined Retirement Income and Group Life Insurance
Plant.

IN WITNESS WHEREOF the parties hereto have executed
and delivered these presents under the hands of their respecti-
ve officers duly authorized for the purposes hereof, at the time
and place indicated in the preamble hereof.

THE OGILVIE FLOUR MILLS CO., LIMITED

.....
Witness

Personnel Officer
PARTY OF THE FIRST PART

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES.

.....
Witness

PARTY OF THE SECOND PART

Montreal, Que. June 8th, 1947.-

SCHEDULE " A "
THE OGILVIE FLOUR MILLS CO., LIMITED
MONTREAL, QUE,

CLASSIFICATIONS AND WAGE RATES

MONTREAL PLANT

Rates effective June 8th.
1947

Millwrights (First Class.)	\$1.05 per hour
Tinsmith	1.05 " "
Steamfitter	1.05 " "
Machinist	1.05 " "
Electrician (First Class)	1.05 " "
Grinders (Flour)	1.05 " "
Bolters	1.05 " "
Millwrights (2nd Class)	.97 " "
Electricians (" ")	.97 " "
Tinsmith's Helper (1st Class)	.97 " "
Millwrights (3rd Class)	.87 " "
Purifier Men (Flour Mill)	.85 " "
First Asst. Miller (Feed Mill)	.85 " "
Chief Electrical Truck Operator	.85 " "
Chief Operator (Flaking Plant.)	.85 " "
Doorman, Checkers A & B Warehouses	.84 " "
Second Asst. Millers, Feed Mill	.84 " "
Firemen (3rd Class)	.84 " "
Shift Foreman, Feed Mill	.82 " "
Scalemen	.82 " "

continued.

Chauffeurs	.82	"	"
Mail Foreman (Royal Mill Products)	.82	"	"
Flour Packers & Sewers	.82	"	"

- 2 -

Wage Rates. Montreal Plant. (Cont'd.)

Rates effective June 8th,
1947

Bagman (Royal Mill)	.82	"	"
Chief Wheelroom Operator	.82	"	"
Shift Foreman (Breakfast Plant.)	.82	"	"
Salvage Utility	.82	"	"
Electric Truck Operator	.82	"	"
Car Checkers	.80	"	"
Stock Checkers	.80	"	"
Car Supervisor	.80	"	"
Truck Checkers	.80	"	"
Smitters	.80	"	"
Feed Packers (Royal Mill & Feed Mill)	.80	"	"
Senior Scaleman (Feed Mill)	.80	"	"
Sewer (Feed Mill)	.80	"	"
Firemen (4th Class)	.79	"	"
Grinders (Feed Mill)	.79	"	"
Mail Foreman (Feed Mill Products)	.80	"	"
Oilers & Wheelroom Operators	.79	"	"
Stock Pilers	.77	"	"
Car Helpers	.77	"	"
Bagman, Resacking (Warehouses A and B)	.77	"	"
Checker, Stockman, Time Clock Attendant (Feed Mill)	.77	"	"
Power House Operators.	.77	"	"
Senior Feeder Man (Feed Mill)	.77	"	"
Senior Feeder Man (Flour Mill)	.77	"	"

Wage Rates - Montreal Plant (Cont'd.)

	Rates effective June 8th, 1947
Bagaan (Feed Mill)	.77 Per Hour
Elevatormen	.77 " "
Asst. Scalemen & Mixer (Feed Mill)	.77 " "
Utility Men A and B Whses.	.74 " "
Labourers	.74 " "
Carrier Operators	.74 " "
Chauffeurs Helpers	.74 " "
Feedermen (Feed Mill)	.74 " "
Feedermen (Royal Mill)	.74 " "
Press Operator (Breakfast Food Plant)	.74 " "
Mail-Table Helpers	.74 " "
Stock Helpers A and B warehouses	.74 " "
Truckers	.74 " "
Sifter Cloth Men (Royal Mill)	.74 " "
Pellet Makers (Breakfast Food Plant)	.74 " "
Asst. Bagnen	.72 " "
Gelatinizing Roll Operator (Breakfast Food Plant)	.72 " "
Cooker Operator (Breakfast Food Plant)	.72 " "
Sweepers	.69 " "
Oven operator (Breakfast Food Plant)	.67 " "
Senior Packer (Smalls Flour)	.67 " "
Packers (Cereal Dept.)	.64 " "
Packers (Breakfast Food Plant)	.64 " "

Packers (Smalls Flour)	.64	"	"
Blenders (Breakfast Food Plant)	.64	"	"

Wage Rates - Montreal Plant(Cont'd.)

Rates effective June 8th,
1947

FEMALE EMPLOYEES

Forelady	.60	per	hour
Packers	.55	"	"
Sweepers	.55	"	"
Stewardess	.50	"	"

WEEKLY CLASSIFICATIONS

Foremen(Elevator E and B.)	\$50.24	per	week.
Packing Room Foreman	45.24	"	"
Night Outside Constable	46.20	"	"
Foreman (Feed Mill Elevator)	45.24	"	"
Night Inside Watchmen	44.20	"	"
Outside Foreman (Shipping)	44.20	"	"
Lunch Room Porter	41.20	"	"
Janitor (Chemical Laboratory)	41.20	"	"

Note:

In addition to these rates a bonus of .03cts per hour will be paid for all time worked between 7.00 p.m. and 7.00 a.m. in the same day, which will apply only to classifications taking rates of 82 cts and less.

SCHEDULE " B "

Montreal, Que. 1946.

The Ogilvie Flour Mills Co., Limited,
Sun Life Building,
Dominion Square,
Montreal, Que.

Dear Sirs:-

I hereby authorize The Ogilvie Flour Mills Co., Limited to deduct the sum of \$ _____ from my first pay cheque in each calendar month and to remit the same to the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, St. Charles Lodge, Local 1142.

Witness.

Employee.

TIME CLOCK NO.:

DEPARTMENT:

SCHEDULE " C "

Montreal, Que 1946

The Ogilvie Flour Mills Co. Limited,
Sun Life Building,
Dominion Square,
Montreal, Que.

Dear Sirs:-

I hereby revoke and cancel the authorization previously given by me to The Ogilvie Flour Mills Co. Limited to deduct the sum of \$ _____ each from my first pay cheque in a calendar month and to remit the same to the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, St- Charles Lodge, Local 1142.

Witness

Employee

TIME CLOCK NO.

DEPARTMENT: