

1946-47

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AMENDMENTS TO COLLECTIVE AGREEMENT ENTERED INTO THIS DAY OF 1950

IT IS HEREBY agreed by the MODERN PACKERS LIMITED

(hereinafter called the Company)

PARTY OF THE FIRST PART:

AND:

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA

(hereinafter called the Union)

PARTY OF THE SECOND PART:

That the following amendments be made to their Collective Labour Agreement signed at the City of Montreal on the twenty-eight day of May, in the year One thousand nine hundred and forty seven (1947).

ARTICLE 7. WORKING CONDITIONS:

A. The regular working hours ~~shall be eight (8) hours per day and forty-eight hours per week, with overtime payment after nine (9) hours per day and after forty-eight (48) hours per week.~~ shall be eight (8) hours per day and forty-eight hours per week, with overtime payment after nine (9) hours per day and after forty-eight (48) hours per week.

B. Time and one half shall be paid for all overtime, which overtime shall be governed by paragraph 4.

C. Minimum rates shall be as follows:

Shift enginemen to start 1.00

D. Double time shall be paid for all work done on the following holidays:

New Year's , Good Friday, 24th of May, (or St. Jean the Baptist) Dominion Day, Labour Day, and Christmas. Immaculate Conception.

E. ADD plus all benefits the employees enjoy at present shall stay. The aforementioned amendments to be effective as from August 28 1949.

IN WITNESS WHEREOF the parties have signed this Agreement at the City of Montreal this ...⁶... day of May in the year nineteen fifty..... 1950.

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MODERN PACKERS LIMITED.

Witness:

LOUIS PINSKY.

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA.

Witness: E. Fournelle Shop Steward

P. DESSUREAULT
P. Dessureault Business Agent.

AMENDMENT to contract date June 10th, 1948,

BETWEEN:

MODERN PACKERS LTD AND THE NATIONAL UNION OF OPERATING
ENGINEERS CONCERNING THE ENGINEERS AND FIREMAN OF THE
COMPANY'S MONTREAL. PLANT.

ARTICLE 12.

DURATION:

THE LIFE OF THIS AGREEMENT IS EXTENDED TO AUGUST, 15, 1949.

SIGNED THIS 7 DAY OF JULY. 1949

MODERN PACKERS LTD.

NATIONAL UNION OF OPERATING ENGINEERS
OF CANADA.

LOUIS PINSKY

L.C. DANNACKER

.o.o.o.o.o.o.o.o.o.o.o.o.o.o.o.o.

PREAMBULE TO THE AGREEMENT

Packinghouse, Butchers and Allied Food Workers Union of
Canada, Local 66, representing employees of Modern Packers
Limited, 4670 Iberville, Street, Montreal.

-AND-

The Company, recognizing that there exists between both
parties a community of interest, hereby enter into an
Agreement to initiate and maintain a harmonious and co-oper-
ative relationship between both parties which will enhance
production and the general well-being of all concerned.
It is the intention of this Agreement which is freely
entered into by both parties, that a spirit of freindliness
and mutual consideration shall at all times prevail upon
the properties of the Company between the Management and the
employees, and to that end, this Agreement is signed in good
faith and sincerely by -

PACKINGHOUSE, BUTCHERS AND ALLIED FOOD WORKERS
UNION OF CANADA LOCAL 66, Trades and Labour
Congress,

-and-

MODERN PACKERS LIMITED
4670 Iberville St.,
Montreal.

19/
No 703

ARTICLE 1- RECOGNITION

- (a) The Company recognizes the Union as the sole collective bargaining agency for the Company's employees, as defined in Article 2, who are employed at the Location advised in the preamble.
- (b) The Company recognizes and will not interfere with the right of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any employee because of membership in the Union.
- (c) The Union agrees to use neither force, intimidation, threats, nor coercion of any kind to induce employees to become or remain members of the Union.
- (d) The Union agrees that its officers, stewards and members shall not discuss Union matters nor collect Union dues during hours for which they are paid by the Company, unless otherwise provided for in the Agreement.

ARTICLE II- EMPLOYEES

The term " Employees " as used in this Agreement shall be considered to include all employees of the Company's Montreal Packinghouse at the location mentioned in the Preamble, with the following exceptions :

- (a) Executive Officers, Buyers and Salesmen,
- (b) Office Staff, including all in Superintendent's Office and Time Office ;
- (c) Superintendents, Foreman and Sub-Foreman who are paid on a weekly basis, and Plant Clerks.
- (d) Laboratory staff ;

ARTICLE II- Continued

- (e) Security Staff, including watchmen ;
- (f) Other Confidential Employees ;
- (g) People with regular employment elsewhere who are called in for a few hours each day to help during the rush season.
- h) Use of the masculine gender in this agreement shall also be considered to include the feminine.

ARTICLE III- HOURS OF WORK AND OVERTIME

- (a) The normal working week shall be one of 48 hours, consisting of 5 days of 9 hours each, Monday to Friday, inclusive, and 3 hours on Saturday provided that 45 hours of work at regular hourly rates have been completed for the first five days of the week.

In the event that less than 45 hours of work at regular hourly rates have been completed during the first 5 days, then overtime on Saturday will not be paid until 48 hours at regular hourly rates have been completed.

However, in any circumstances, except in the case of shift workers, overtime will be paid after 5 hours of work on Saturday.

Note : "Hours of work at regular hourly rates " means hours during which work has been performed when overtime rates have not applied.

- (b) In cases where it becomes necessary to exceed the basic hours of work, the Company agrees to pay one and one-half ($1\frac{1}{2}$) times the regular rates for all hours worked by hourly paid employees in excess of their normal working day or working week, except by shift workers who receive equivalent time off on some other day.

- (c) Overtime will be calculated and paid either on a daily basis or on a weekly basis, whichever is greater, but under no circumstances will it be calculated or paid on a combination of a daily and a weekly basis of hours.

Note : Employees employed as engineers shall be considered as shift workers and their normal working week shall be one of forty-eight (48) hours per week.

Overtime for shift workers shall be calculated on a weekly basis. For all hours worked in excess of forty-eight (48) hours per week, the Company agrees to pay one and one-half ($1\frac{1}{2}$) times the regular rates.

ARTICLE III- Continued

- (c) Hourly paid employees shall be paid at their regular Cont. rates of a normal working day when not working on the following Holidays ;

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

and any day declared by Statute or Decree to be observed as one of the Holidays mentioned herein because such Holiday would fall on Sunday.

In case of an hourly paid employee being called in to work for all or part of the day on any of the Statutory Holidays mentioned in this Agreement, said employee shall be paid at the rate of double time for hours worked and at straight time for the remainder of the normal hours which he does not work.

Employees who are off work of their own accord (other than reported sickness or accident, or pre-arranged absence with permission) on the day before or following a statutory holiday will forfeit their right to receive pay for that holiday.

ARTICLE IV- LOST TIME

- (a) Any employee who is directed by the Company to report for work, and who by reason of some breakdown in the Plant or some other cause for which he is not responsible, is dismissed for the day, shall receive for that ^{day} at least, three (3) hours pay at his regular rate.
- (b) Any hourly paid employee who is specially called in ^{at} any time outside his normal working hours shall be through when the emergency is over, but shall nevertheless be paid for a minimum of three (3) hours at his regular rate.

ARTICLE V- GUARANTEED TIME

The Company agrees to guarantee a forty (40) hours work week to all regular employees, subject to the following provisions ;

- (a) The Company shall at its discretion adjust gangs in proportion to the work available, or expected. To provide employees with forty (40) hours of work, the company shall be free to distribute work within departments and to transfer employees from one department to another at his discretion, reasonable consideration being given to ability and seniority.
- (b) An exception to the above rule occurs in the case of gangs hired on a temporary basis and normally providing employment for a period of less than six (6) consecutive working days; as cured hide take-ups, snow-shovellers, supply unloaders, wreckers, etc.
- (c) The Union agrees and the Company expects that employees will perform whatever tasks may be assigned to them efficiently. If any employee declines to perform the task assigned to him or performs it unsatisfactorily, the Company shall, for the week in question, be absolved from its guarantee in respect to that employee.
- (d) An employee who is absent from work on any day that his gang work shall have his forty (40) hours guarantee reduced by the number of hours that the gang worked on the day when he was absent.
- (e) The forty (40) hours guarantee shall be reduced by one quarter ($\frac{1}{4}$) hour for every quarter ($\frac{1}{4}$) hour or fraction thereof that an employee is late in reporting work.
- (f) An employee who is employed after the first of the payroll week shall be guaranteed that fraction of forty (40) hours work which the number of days remaining of the payroll week is of six (6).
- (g) In case a regular employee is given notice of separation under Selective Service Regulations, he shall for the pay week in which such notice was given, be granted forty (40) hours work or shall be paid for forty (40) hours at his regular rate.
- (h) All time worked at overtime rates shall be computed as time and a half in arriving at excess hours to be paid if any.
- (i) The forty (40) hours week, guaranteed to all employees covered by this Agreement, shall apply to weeks containing not more than one Statutory holiday.

ARTICLE VI- ABSENCE FROM WORK AND TARDINESS

The Union agrees to co-operate actively with the Company in assuring punctual and regular attendance at work, and to do all in its power to eliminate tardiness or absences from work on the part of employees for other than necessary reasons.

(a) ARTICLE VII- SENIORITY

Seniority divisions based on departments shall be set up.

Employment shall be interchangeable between the gangs within each department. The Company agrees to recognize a combination of departmental and of Plant Seniority. All regular employees will be regarded as possessing Departmental Seniority. Plant Seniority will be considered as belonging only to employees whose service with the Company amounts to three (3) years or more.

(b) Until employees have been in the company's employ for six months, they shall be regarded as probationary employees only, and shall possess no seniority. Upon completion of six months employment with the Company, they shall however, be regarded as regular employees possessing six (6) months Seniority. Should a probationary employee be laid off and subsequently re-employed by the Company within twelve months (12) of such lay-off, he shall receive credit for his prior service, and shall be recognized as a regular employee when his accumulated service amount in aggregate to six (6) months.

ARTICLE VII- Continued

(c) (1) In case it becomes necessary to reduce the working force of any department, the order of lay-off shall be :

First: Probationary employees attached to that department in order of merit, consideration being given to knowledge, training, skill, efficiency, and physical fitness.

Second: Employees attached to that department possessing departmental seniority only, in order of such seniority, provided there is equality of knowledge, training, skill, efficiency, and physical fitness.

Third : Employees in that department who possess plant Seniority provided that the Superintendent or an officer of the Company delegate by him has personally satisfied himself there is no job available for which such employees are qualified, and approves the lay-off, and provided further that those employees who are retained are capable of performing the required tasks efficiently.

(2) It is mutually agreed that when hiring employees, preference shall, subject in the opinion of the Company to equality of knowledge, skill efficiency and physical fitness, be given as follows ;

First: To employees possessing Plant Seniority, regardless of the department in which they previously, were employed, in order of that seniority.

Second: To employees possessing Departmental seniority, in order of such seniority, but such seniority shall apply only in respect of the department to which such employees were previously attached.

(d) Seniority records shall be kept in the Personnel Manager's Office, showing the places on the Seniority Lists of all employees in every department. Officers of the Union and Stewards being then actually in the Company's employ, shall be allowed access to these records, Seniority records shall be reviewed and brought up-to-date at six months intervals.

ARTICLE VII- Continued

If any employee is absent from work because of accident or sickness, for a period not exceeding two (2) years, he shall not lose seniority, and shall be returned to the position held prior to such absence or to some other position at equal pay, provided that he possesses the ability and physical fitness to qualify for that position.

- (e) It is mutually agreed that employees may be temporarily transferred from one department to another for periods not exceeding three (3) months, without affecting their Departmental seniority.

If, however, an employee serves in a department to which he may have been transferred for over three (3) months, his transfer shall be considered permanent and his seniority shall apply in the department to which he has been transferred. No such permanent transfer shall, however, be made without the consent of the employee involved.

The transferred employee shall, however, carry with him credit for seniority he had accumulated in the department or departments in which he previously was employed. Similarly, an employee transferred to Montreal from another plant, of the Company, or from Montreal to another Plant, shall retain his seniority.

- (f) Vacancies
Vacancies within the bargaining unit shall, as far as possible be filled by step by step promotion within each department on the basis of Seniority in that Department. It is understood however, that to qualify for promotion, senior employees must possess the necessary knowledge, skill, training, ability and physical fitness.

ARTICLE VII- Continued

(f)
Cont.

In doubtful cases, the Company may discuss the matter with the Executive Officers of the Union. All promotions shall be on a probationary basis and shall be confirmed only when the employee concerned has demonstrated his ability to perform the new task efficiently.

(g) The seniority of an employee shall be considered broken, all rights forfeited and there shall be no obligation to rehire when he ;

1. Voluntarily leaves the service of the Company or is discharged for cause.

An employee who is absent for three (3) consecutive days without good and proper reason, or without first securing permission from the Company, shall be considered to have left the Company's service of his own accord.

2. Fails to return to work when recalled or cannot be located after reasonable effort on the part of the Company. The present method of contact or a telegram or a notice mailed to an employee at the last known address of the employee, shall constitute a reasonable effort on the part of the Company, and if, within 48 hours of such notice, the employee fails to report for duty, or to advise the Company of the date when he will so report, the Company shall be entitled to assume that the said employee has voluntarily left the Company's employ.

In urgent cases, however, where it is necessary to secure workers at notice of less than 48 hours, the Company, if unable to make contact with the senior eligible employee, may recall the next senior employee and so on down the list, until the vacancy is filled. Employees rehired under such circumstances shall retain the positions to which they are appointed, but provided the employees with whom the Company was unable to communicate in time, later within 48 hours advise the Company of their desire to return to the Company's employ, they shall retain seniority of vacancy in a position for which they possess the required ability.

ARTICLE VII-Continued

3. Has been out of the Company's employ in excess of the periods laid down in the following table of allowable breaks ;

<u>LENGHT OF EMPLOYEE'S SERVICE</u>	<u>NUMBER OF DAYS FOR WHICH AN EMPLOYEE MAY BE LAID OFF WITHOUT LOSS OF SENIORITY</u>
Up to 6 months	No Seniority
6 months to 1 year	30 days
Over 1 year and under 2 years	3 months
Over 2 years and under 5 years	4 months
Over 5 years,	1 year.

ABSENCE DUE TO

- (1) Illness or personal injury
- (2) Service with His Majesty's Armed Forces.
- (3) Leave of absence granted by the Company shall not be included when calculating such " Allowable Breaks".

An employee who returns to work within the time of an allowable break shall retain the seniority he has at the time he was laid off, but shall not accumulate additional seniority during the lay-off.

- (h) Employees who have joined His Majesty's Armed Forces shall be reinstated upon demobilization in conformity with " The Reinstatement in Civil Employment Act " (1942) of the Government of Canada.
- (i) Technical specialists, or persons whom the Company is training to fill specialized technical or commercial positions may be employed or retained in employment, irrespective of the seniority provisions of this article . The secretary of Local 66 shall be advised of such appointments.
- j) Changes introduced into the Company's seniority policy as a result of the provisions of this article, shall not be retroactive.

ARTICLE VIII- TRANSFERS

(a) If an employee shall be temporarily transferred to a job for which it has been the custom of the Company to pay a higher rate, he shall, after six (6) weeks continuous performance of such a job, receive the rate customarily paid by the Company for it, provided however, that in the opinion of the Company's Superintendent such work is being competently performed by the employee in question.

(b) If on the other hand an employee is temporarily transferred to a job for which it has been the custom of the Company to pay a lower rate, he shall continue to receive his previous rate for a period not to exceed six weeks, but after six weeks the transfer shall be considered permanent, and the employee may thereafter be paid the rate customarily paid by the Company for the work to which such employee had been transferred.

(a) ARTICLE IX- DISCHARGES

The Management of the Company shall give the Chief Shop Steward of the Union at least three times a week a list of the employees who were discharged or laid off. Such list should also indicate the reasons for the discharge or lay-off.

(b) If an employee is dismissed for any reason whatsoever and feels that he has been unjustly dealt with, he shall, promptly upon receipt of notice of dismissal, notify a member of the conciliation Committee, who shall, within forty-eight (48) hours of receipt by complainant of his notice of dismissal notify the Superintendent in writing, stating the grounds of

ARTICLE IX- Continued

(b)
Cont.

Objection to such dismissal. The dismissal shall then constitute a grievance, if subsequently it is decided that the employee was unjustly dismissed, he shall be reinstated in his former position and shall be compensated for all time lost at his regular rate of pay.

ARTICLE X- SETTLEMENT OF DIFFERENCES

The employees in each department will select a representative to be known as a shop steward. The Shop Stewards shall, together constitute the Union Shop Committee, The Union Shop Committee shall select from among its members a sub-committee to be known as the Conciliation Committee. The Conciliation Committee shall consist of three (3) regular members of the Union Shop Committee together with the Chief Shop Steward, and when necessary or requested by either party a representative designated by the Union. Any dispute arising out of this Agreement or any misunderstanding involving wages, hours or working conditions or any other matter embodied in this agreement. Which any employee may desire to discuss and adjust with the Company, shall be handle as follows :

- (a) The aggrieved employee or employees with or without the steward of the department shall in the first instance discuss the alleged complaint with the foreman or forelady of the department concerned
- (b) If the alleged complaint is not settled promptly, the aggrieved employee or employees, with or without the Steward of the department, shall next discuss it with the Plant Superintendent or his appointed representative.

ARTICLE X- Continued

- (c) Failing adjustment in stages (a) or (b) above, the complaint shall next be submitted in writing to the Plant Superintendent and to a member of the Conciliation Committee (or Chief Steward) who shall endeavour to reach a settlement.
- (d) Failing adjustment in stage (c) above, the alleged complaint shall be referred in writing to the Management of the Company and to the Conciliation Committee, who may be accompanied by a representative of the Union's Head Office. The Management and the Conciliation Committee shall examine the facts, including efforts already made for settlement, and endeavour to reach a solution. Except in cases of emergency, meetings of the Conciliation Committee shall be held outside of working hours and the Company shall not pay for time spent by members of the Conciliation Committee in consideration of complaints.
- (e) Should the Company and the Union fail to reach Agreement upon any matter dealt with by them under the above Conciliation procedure, the matter of an equal number of representatives (but not exceeding two (2) each of the Company and the Union, and a Chairman chosen by agreement. Should the representatives fail within five (5) days to agree on a Chairman, the Department of Labour of the Province of Quebec will be requested by the above mentioned representatives of both parties to name an additional member of the Arbitration Committee to act as Chairman, After an Arbitration Committee has been formed by the foregoing procedure, it shall meet and hear the evidence of both sides and render a decision within seven (7) days after the completion

ARTICLE X- Continued

- (e) Cont. of the taking of evidence and a decision by a majority of the arbitration Committee shall be final and binding.
- (f) Decisions reached at any stage in the above procedure shall be final and binding upon all parties concerned.
- (g) The Company and the Union agree each to bear an equalshare of any expenses incurred as a result of the employment of a Chairman to preside in any arbitration.
- (h) During the life of this Agreement, or while any negotiations for its renewal are in process, there shall be no strike, sit-down, slow-down, or stoppage of work, either complete or partial on the part of employees, nor lockout of employees on the part of the Company. The Union agrees to co-operate actively in carrying out the terms of this section. Members of local 66 who are employed as Engineers, Firemen or Electricians shall not under any circumstances whatsoever take part in any strike, stoppage or slow-down in work during the period of their employment by the Company, and the Union shall adopt all such measures as may be necessary to assure continuance of work by such said employees.

ARTICLE XI- SAFETY AND HEALTH

The Company shall make reasonable provisions for the safety and health of employees during the hours of their employment. Protective devices on machinery or other devices deemed necessary to properly protect employees from injury, shall be provided by the Company. These shall not be deemed to include articles which become the property of the employee such as safety boots, scabbards, etc. The Union agrees to co-operate with the Company to enforce all safety rules.

ARTICLE XII- PRIVILEGES

- (a) Relief Periods. The Company agrees to grant relief periods of ten minutes each during morning and afternoon shifts, provided the working time of the shift exceeds 2-1/2 hours. The employees shall not ask, except in cases of emergency, for additional time off during a working day.
- (b) All privileges pertaining to working conditions shall be discussed with the Union.

ARTICLE XIII- SHARPENING OF TOOLS

The Company will allow the employee reasonable time for sharpening cleavers.

ARTICLE XIV- MANAGEMENT

The management and operation of the business, and the employment direction, promotion, transfer, suspension, lay off and discharge of employee shall be vested exclusively in the Management of the Company. The Company, however, agrees that this authority shall not be used to differentiate unfairly between employees, for the reason only that they, or any of them, may or may not be members of the Union.

ARTICLE XV- LEAVES OF ABSENCE

Members of the Union, not exceeding three (3) in number at any one time, shall be given reasonable leave of absence without pay for the transaction of Union business. Before such leave of absence takes place, due notice must be given to the Company three (3) days in advance.

ARTICLE XVII Continued

- (d) Unexercised vacation privileges shall be forfeited if an employee voluntarily leaves the Company's employment or is discharged for cause.
- (e) In case an employee is laid off for lack of work, or enters His Majesty's Active Service Forces, no allowance shall be made in respect of unexercised vacation privileges, unless at least six (6) months have elapsed since the granting of a paid vacation to such employee. Where six (6) months have elapsed since the granting of the last vacation, an allowance shall be made equal to one-twelfth (1/12) of the normal vacation pay for each full calendar month that may have elapsed since the granting of the preceding vacation or since September 1st, preceding whichever is the more recent.
- (f) Every employee shall take his vacation in the year in which he becomes eligible for it. Vacation periods shall not be accumulated from year to year.

ARTICLE XVIII- GOVERNEMENT REGULATIONS

It is mutually agreed that no demand shall be made by either party to this Agreement upon the other party, which in any way contravenes laws, orders or regulations issued by, or under the authority of the Government of Canada or that of Quebec, or such agency as may be deputed by either of such Governments from time to time in regards to Wages, Bonuses, Hours, Conditions of Labour or other related matters.

ARTICLE XIX- WAGES

The Company agrees to join with the Union in a submission to the Regional War Labour Board requesting the following :

- (a) An increase for all hourly rated female employees of Three (3) cents per hour in their wage rates.
- (b) An increase for all hourly rated male employees under eighteen years of age of Three (3) cents per hour in their wage rates.
- (c) An increase for all hourly rated male employee over eighteen years of age of five (5) cents per hour in their wage rates, excepting those at present on a forty-eight hour basis. (shall not include engineers)
- (d) A special premium of Five (5) cents per hour be paid to all regular night employees. This premium shall not be considered as part of such employees' basic rates.
(Shall not include engineers)
- (e) Double their regular rates to regular hourly rated employees for work performed on Sundays, Sunday shall be defined as 12.01 A.M. to 11.59 P.M. shift workers who receive equivalent time off on some other day shall be paid at their regular rates for work performed on Sundays.

Items, (A) , (b) ,(c) (d) and (e) to be effective as of November 1st, 1945.

Otherwise the Union agrees to accept the prevailing rates of all wages for all employees covered by this agreement and agrees with the Company that there shall be no further applications, other than the above, made to the Regional War Labour Board, during the life of this agreement other than by mutual consent.

The Company undertakes to co-operate in seeing that weekly paid employees are not required to work more than an average of forty-eight (48) hours per week during the year at the weekly wage now in effect.

ARTICLE XX- UNION SECURITY AND DUES DEDUCTION

(a) The Company agrees that upon receipt of written authorization in form prescribed in Clause (b) of this article it will, so long as such authorization remains in force, deduct from the employee's pay of the first pay day in each calendar month during the term of this Agreement the amount of the Union dues so authorized to be deducted, and will transmit the total sum of the amounts so deducted to the designated official of Local 66 on or before the first day of the following calendar month.

(b) The following form of authorization is mutually agreed upon as "the prescribed form" referred to in the next preceding Clause of this Article :-

I, the undersigned, being an employee of Modern Packers Limited, at _____ and a member of Local 66 Food of the Packinghouse, Butchers and Allied/Workers Union of Canada, hereby authorize my employer to deduct monthly of the first pay day of each month ^{from} my earnings the sum of \$1.00 this being the amount of my monthly dues to Local 66.

I further authorize my employer to pay the amount so deducted, to the Financial Secretary of Local 66 of the Packinghouse, Butchers and Allied Food Workers Union of Canada.

I reserve the right to cancel this authorization at any time on 15 days' written notice to my employer and agree that if it is not cancelled, it may not be renewed until after the expiration of a further period of 15 days.

ARTICLE XX- UNION SECURITY AND DUES DEDUCTION Cont.

Dated at.....on.....194.....

Witness.:
Signature of Employee

Address.....

Phone No.....Dept.....

.....
Shop Steward

Clock No.....

ARTICLE XXI- DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for the period of one year from the date hereof and shall be renewed automatically from year to year, provided that either party may give to the other party at least 30 days before the expiration calendar period of 12/months , the first such period commencing as from the date hereof, 30 days written notice of its intention to terminate.

DATED AT MONTREAL THIS first DAY OF November 1945

SIGNED ON BEHALF OF THE PARTIES HERETO BY THEIR AUTHORIZED
REPRESENTATIVES :

PACKINGHOUSE BUTCHERS AND
ALLIED FOOD WORKERS UNION
OF CANADA, LOCAL 66.

MODERN PACKERS LIMITED
4670 Iberville St.,
Montréal.

Maurice Bihaudeau
President

President .

Paul Lecours
National President

Louis Pinsky

Approved By :

Business Representative,
P.B.A.F.W. Union
of Canada.

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AGREEMENT ENTERED INTO THIS 10th DAY OF June 1948.

It is hereby agreed by the MODERN PACKERS LIMITED.

(hereinafter called the Company)

PARTY OF THE FIRST PART.

- and -

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA

(hereinafter called the Union)

PARTY OF THE SECOND PART.

THAT the following amendments be made to their Collective Labour Agreement signed at the City of Montreal on the twenty-eight of May, in the year One thousand nine hundred and forty-seven (1947)

ARTICLE 7.- WORKING CONDITIONS.

A) The regular working hours shall be eight (8) hours per day and forty-eight (48) hours per week, with overtime payment after nine (9) hours per day and after forty-eight (48) hours per week.

B) Time and one-half shall be paid for all overtime which overtime shall be governed by paragraph A.

Paragraph C of the original Agreement to be deleted.

C) Minimum rates shall be as follows:-

Shift Enginemen\$1.00 per hour.

D) Double time shall be paid for all work done on the following holidays:

New Year's, Good Friday, 24th of May, (or St. John the Baptist) Dominion Day, Labour Day, Thanksgiving and Christmas.

The aforementioned amendments to be effective as from May 26th, 1948

IN WITNESS WHEREOF the parties have signed this Agreement at the City of Montreal, this 10 day of June in the year One thousand nine hundred and forty-eight (1948)

MODERN PACKERS LIMITED.

WITNESS

Louis Pinsky.

NATIONAL UNION OF OPERATING ENGINEERS
OF CANADA.

T. Prézeau

WITNESS:

J.-P. Durand.-

19/1387^a

46-47

COLLECTIVE AGREEMENT

MA-177

between

MODERN PACKERS LIMITED

(hereinafter called the Company)

AND

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA

(hereinafter called the Union)

1. PURPOSE

It is the intention of this Agreement to maintain a harmonious relationship between the Company and its steam plant employees to provide an amicable method of settling any differences which may arise between them, and to set forth the conditions of employment to be observed between the Company and the Union.

2. TERM "EMPLOYEES"

The term "employees" as mentioned in this Agreement refers to stationary engineers, employed on steam and refrigerating plant of Modern Packers Limited, 4670 Iberville St., Montreal, Que.

3. RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agent for all its stationary enginemen as defined in clause 2, in Collective Bargaining with relation to wages, hours of work and other conditions of employment as set forth herein.

4. GRIEVANCE COMMITTEE

The Union will elect or appoint "One Shop-Steward" and supply the Company with the name of same, whom said Company shall then recognize.

The Shop-Steward shall be the person to handle the grievances arising out of this agreement.

5. GRIEVANCE PROCEDURE

Should any dispute arise between the Company and the Union as to the meaning and application of the provisions of this Agreement or should any local trouble of any kind arise in the plant, there shall be no suspension of work on account of such dispute, but an earnest effort shall be made by both parties hereto to settle immediately and without delay

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Cont'd 5. GRIEVANCE PROCEDURE

such dispute or trouble in respect of which the following grievance machinery is set up:

FIRST: The employee concerned may, either alone or accompanied by the Shop-Steward, take the matter directly to the head of the department.

SECOND: If a settlement is not reached within a reasonable time, (48) forty-eight, hours, the Steward may take the matter to the Superintendent.

THIRD: If a settlement is not reached with the Superintendent within a reasonable time, (36) thirty-six hours, the matter may be discussed by the Shop-Steward accompanied by a representative of the National Union of Operating Engineers of Canada and the Management of the Company.

All settlement of grievances between the Company and the Committee shall be final and binding upon the Company, the Committee, the employee or employees concerned. In the event of failure to reach a settlement, the matter shall be referred to Arbitration pursuant to the Labour Laws governing the matter

Specific times and meetings shall be agreed upon by the Committee and the Management of the Company for the consideration of any disputes or other matters to be dealt with under the provisions of this section, provided however, that matters pertaining to the discharge of employees or other matters which cannot reasonably be delayed until time of such regular meetings may be considered at an earlier date.

Matters to be dealt with under the provisions of this section, shall normally be discussed after working hours.

During the term of this Agreement, the Company agrees that there shall be no lockout and the Union agrees that there shall be no slowdown, strike or other stoppage of work until all provisions of this Agreement have been exhausted.

6. MANAGEMENT

The Management of the plant and the direction of the employees, including the right to hire, suspend or discharge for proper causes and the right to relieve employees from duty because of lack of work or for other

Cont'd

6. MANAGEMENT

legitimate reasons is vested exclusively in the Company in accordance with the term of this Agreement.

Any employee who feels that he has been unjustly dismissed, laid off or suspended must inform the Company and the Union, within 48 hours that he questions said dismissal, suspension or lay-off, and the matter shall from then on be dealt as a grievance.

7. WORKING CONDITIONS

- (a) The regular working hours shall be eight (8) hours per day and forty-eight (48) hours per week, with overtime payment after nine (9) hours per day and after forty-eight (48) hours per week.
- (B) Time and one-half shall be paid for all overtime, which overtime shall be governed by paragraph A.
- (C) A premium of .05¢ per hour shall be paid between the hours of 7.00 p.m. and 7.00 a.m. for all work done.
- (D) Minimum rates shall be as follows:-

Shift enginemen	\$0.80¢ per hour
Engineman's starting rate	0.72¢ " "

The starting rate shall be allowed for a period which should not exceed six (6) weeks.

- (E) Double time shall be paid for all work done on the following holidays:
New Year's Good Friday, 24th of May, (or St. John the Baptist), Dominion, Labour, Thanksgiving and Christmas.

8. ANNUAL HOLIDAYS

- 1.- Any employee who has been in the employ of the Company for a period of one (1) year, in any year, shall receive a minimum holiday of one (1) week for which he shall receive pay at the rate of 2% of the employee's previous calendar year earnings.
- 2.- After five (5) years' continuous service in any year any employee shall receive a minimum holiday of two (2) weeks for which he shall receive pay at the rate of 4% of the employee's previous calendar year earnings
- 3.- The time for taking holidays shall be determined by the Company, employees with greatest seniority will be given first preference.

9. SENIORITY

- A) Insofar as may be practicable, in the reduction, restoration and advancement, plant and departmental seniority shall govern, provided the employees are capable of properly doing the work.
- B) An employee shall cease to have seniority rights and his employee's status with the Company will be terminated for all purposes if:
1. He leaves voluntarily
 2. He is discharged.

10. SAFETY AND HEALTH

The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.

Such devices as the Company requires to be worn and other equipment which in the opinion of the Company is necessary for the safety and protection of the employees shall be provided by the Company.

11. BENEFITS

All benefits presently enjoyed by the employees in general as well as all future benefits to employees in general shall continue to apply to all employees covered by this Agreement.

12. DURATION OF AGREEMENT

This Agreement is in force for a period of one (1) year from the date of its signature and shall remain in force from year to year, unless either party gives notice by writing to the other party within a delay which shall not be more than sixty (60) days nor less than thirty (30) days prior to the expiration of each period.

13. NOTICE

Any notice required to be sent to the Company shall be effectively given when mailed to:

Modern Packers Limited,
4670 Iberville St.,
Montreal, Que.

Cont'd.

13. NOTICE

And any such notice required to be given to the Union shall be effectively given when mailed to:

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

IN WITNESS WHEREOF the parties have signed this Agreement at the
City of Montreal under effective date of May 28th
in the year One thousand nine hundred and forty-seven. (1947)

MODERN PACKERS LIMITED

LOUIS PINSKY

NATIONAL UNION OF OPERATING ENGINEERS OF CANADA.

E. PREZEAU