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MEMORANDUM OF AGREEMENT made this 23 Mars 1949 day of _____
BETWEEN John A Little & Son Ltd. body corporate with head-office
in Montreal, party of the first part, hereinafter referred to as
"The Employer".-

AND THE TRANSPORT DRIVERS, WAREHOUSEMEN AND HELPERS UNION, LOCAL 106
MONTREAL. International Brotherhood of Teamsters, Chauffeurs,
Warehousemen and Helpers of America, A.F. of L., T.L.C., party
of the second part, hereinafter referred to as "The Union".-
WITNESSETH that the Employer and the Union hereby mutually agree
as follows:-

ARTICLE 1. JURISDICTION.

This agreement shall cover the following classes of persons employed
by the Employer, namely, truck drivers (chauffeurs) helpers to
chauffeurs, dockmen and warehousemen, but shall not include foremen,
office and clerical employees, or employees who have the power to
hire or discharge.-

GENERAL PRINCIPLES.

ARTICLE 2. OBJECT.

It is the intent and purpose of the parties hereto that this agree-
ment will promote and improve industrial and economic relations
in the industry to establish and maintain a high order of disci-
pline and efficiency, and to set forth herein the basic agreements
covering rates of pay, hours of work and conditions of employment
which will render justice to all concerned.-

ARTICLE 3. COOPERATION.

The parties hereto desire to cooperate in establishing and maintain-
ing proper and suitable conditions in the industry which will
tend to secure uniform and equitable terms of employment satisfac-
tory to employer and employees, to provide methods for fair and
peaceful adjustment of all disputes which may arise between them,
and foster goodwill, friendly relations and better understanding
of each other.-

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ARTICLE 4 MUTUAL RIGHTS AND BENEFITS.

A. The Employer hereby recognizes the Union as the sole collective bargaining agency for all employees in the categories enumerated above which may, from time to time, be employed by the employer.

B. The Union recognizes that it is the Employer's exclusive right to operate and administer his affairs, with all due respect to the contents of this agreement, along principles of sound business management. No Union activity shall be carried on at the premises of the Employer during working hours, except as specifically agreed upon in this agreement.

C. The Employer further agrees that it will not discharge or discriminate against any worker because of Union activities, but nothing herein contained shall in any way limit or abridge the right of the Company to discharge or discipline any of its employees for inefficiency, dishonesty, wilful insubordination or deliberate breach of working rules or any cause deemed by the Employer sufficient warrant for such action.-

D. During the term of this agreement, there shall be no lockout by the Employer or any strike, sit-down, work stoppage or suspension of work either complete or partial for any reason by the Employees.-

The Employer shall not instruct any employee to go through an A.F. of L. legal picket line or to load and unload freight at any point or terminal involved in a strike, and where the crossing of such line could be injurious to health or property.

RECOGNITION.

IT IS AGREED that all Union members as of 23 mars 1969 shall maintain their Union membership in good standing for the duration of the contract as a condition of employment. The Company agrees to deduct from the last pay cheque of each the monthly dues of any employee covered by this.

agreement, upon proper submission to the Company by the Union, of the necessary authorization form as in "Appendix A" This form shall be signed by the member and witnessed by an officer of the Union.-

All employees hired on and after March 23rd 1949 shall submit to the Company deducting the sum of \$2.00 from the last pay cheque of each month as a condition of employment for the financial support of the Union.-

ARTICLE 5. REPRESENTATION

Should the Union require the services of a Business Agent, the Employer agrees to recognize such Agent and to receive him in his office on appointment, to discuss any grievance, as an outside representative of the Union.-

ARTICLE 6. ABSENCES.

Union delegates and officers may be absent from work to fulfill Union functions, but at their own expense, providing that the Employer be given 72 hours' notice of such absences to make necessary adjustments in schedules if need be.

ARTICLE 7. BULLETIN BOARDS.

The Employer agrees to permit posting of notices of Union meetings. No notices of Union functions may be posted without first being approved by the management.-

ARTICLE 8. STEWARD.

The Employer acknowledges the right of the Union to appoint a Steward for employees, and if the operations are such as cannot be covered by a Steward, additional Stewards may be appointed, The Steward's duty shall in no way conflict with his duties to his Employer and he shall be held responsible for the same quantity and quality of work as other employees.-

The Union will inform the Employer, in writing of the name of the Steward and of any subsequent change in the name of the Steward. The Employer shall not be asked to recognize any Steward until such notification from the Union has been received.-

Should the Employer consider it necessary at any time to lay off any group of employees, notices of such intention shall be given to the Union at least seven working days prior to the effective date of such lay off, and the Union representative shall have the opportunity to discuss with Management, any case of hardship or alleged injustice arising out of such lay off, In such case the Union representative shall have access to the Employer's seniority list.

The Union representative shall have favorable consideration as to seniority in the event of lay off due to lack of work.

ARTICLE 9 GRIEVANCE PROCEDURE.

Should any grievance arise between one employee or more and the Employer, the following procedure will be adopted:-

A. The employee concerned shall, at a convenient time, first submit his, grievance to the foreman of his department, alone or accompanied by his Union representative.

B. Failing a satisfactory settlement or should an answer not be given in twenty-four (24) hours. the employee shall, if he wishes to continue his claim, bring his grievance to the superintendent or manager, accompanied by his Union representative.-

C. If the Superintendent or Manager has not given an answer within (24 hours or if the given answer does not provide satisfactory, the shop Steward or appropriate management representative may request the presence of the Union to assist in amicable settlement of such dispute, before resorting to the following article.-

ARTICLE 10. ARBITRATION.

Should the Employer and the Union representative fail to reach satisfactory agreement upon any matter dealt with under clause 9 hereto, the Union and the Employer shall refer the matter to arbitration, according to the following mutual agreement:-

A. Each party hereto shall chose a representative who shall, in turn proceed to elect an arbitrator. Should they agree on their choice, the decisions of this Arbitration Board shall be binding. Fees and expenses incurred by the arbitrator shall be evenly divided between the Company and the Union.-

B. Failing to agree on the choice of an arbitrator, the Employer and the Union shall submit the grievance to the Quebec Minister of Labour, who will appoint an arbitrator for final and binding arbitration.-

Working conditions.

ARTICLE 11 WORKING HOURS.

A, The standard working week shall be one of not more than fifty five (55) hours per week. The starting and stopping hour of working day shall be mutually agreed upon by the Employer and the Union representatives, and shall not be varied except with the consent of both parties.

B. The normal shift for every employee shall be one of ten hour per day, with the exception of Saturday, which shall be one of five hours, Every employee reporting for work as required she if not work is available be paid at least four (4) hours waiting time at regular rates.-

C.- All employees shall be paid at regular rates from the time that they are asked or required to report for duty on the premises of the Company; all time spent by an employee in oiling, gasing awaiting despatches, and at any other duties required by the Employer, shall be paid at regular rates, and such time shall be deemed to the part of the day's shift.

D. Time worked in excess of standard working hours in anyone shift shall be considered as overtime and shall be paid for at the rate of time and one half, for the first six hours overtime after which double time shall be paid but before resuming his work after such overtime has terminated the employee shall have had a break of not....

less than eight hours.

ARTICLE 12. STATUTORY HOLIDAYS.

A. The following days will be considered as statutory holidays and no work shall be executed on these days:-

All Sundays
New Year's Day
Good Friday
St. Jean Baptiste
Dominion Day
Labour Day
Christmas.-

Labour Day, Christmas and New Year's Day shall be holidays with pay.

B. Any work which will be required from an employee by the Employer from midnight to midnight on the above listed holidays shall be paid for at the rate of double time.-

C. Every employee shall be paid for each holiday providing he has been in his Employer's service for a period of at least 30 days proceeding said holiday.

D. A paid holiday means payment for a full day.-

ARTICLE 13. HOLIDAYS WITH PAY.

A. All employees shall be granted one week's holiday with pay after one year's continuous service with the Employer. Such holidays will be payable before the employee's leave.

B. To calculate the holiday pay of any employee who has less or more than one year's continuous service with the Company, the Employer shall conform to the procedure established in Ordinance No. 3 Revised.)

ARTICLE 14. SENIORITY.

Seniority of each employee covered by this agreement shall be established and count from three months after date of employment, it shall cease in the following cases:-

- a) voluntary separation.
- b) discharge for cause.
- c) Three absences or three days absenteeism without notice or reasonable excuse.-

ARTICLE 15. PROMOTIONS AND LAY OFF.

A. In matter of promotion, lay off and rehiring the Employer will consider the following factors in that order.-

1. length of continuous service.
2. ability qualifications and skill
3. family responsibilities.

which will call for the following interpretation.

FIRST: unless the second factor is clearly unequal the first shall prevail.

SECOND. If the first two factors are considerably equal the third will be the deciding one, at least in case of layoffs and rehiring.

~~consider~~

B.- Should the Employer ~~it~~ necessary at any time to

lay off any group of employees, notices of such intention

shall be given to the Union at least seven working days prior to the effective date of such layoff and the Union representative shall have the opportunity to discuss with management any case of hardship or alleged injustice arising out of such lay off. In such case, the Union representative shall have access to the employer's seniority list.

C. The Union representative shall have favourable consideration as to seniority in the event of lay off due to lack of work. In any case, lay off or discharge of the Union representative may be affected only by the employer or General Manager.-

ARTICLE 16 DISCHARGE.

Should an employee be dismissed and feel that his dismissal is unjustified and the said dismissal may, within a period of six working days from the date of dismissal, become a discussable grievance in accordance with the Grievance Procedure set out in the Agreement.-

ARTICLE 17. GENERAL.

The Union agrees with the Employer that there will be no more favourable contract given to any other employer in a parallel business. The Employer likewise agrees that any upward revision of wage rates reached with the Automotive Transport Association of the Province of Quebec will likewise be granted to the Company's employees.-

ARTICLE 18. EMPLOYMENT.

Employees who may be hired from time to time for sub-contracting work and operating trucks with "F" Licenses and engaged in public carrier work will receive the same rates of pay. ANY employee presently receiving more than the above rates will not suffer a decrease through the signing of this agreement, and the Company may at its discretion pay an employee at a rate higher than his classification calls for. All existing incentive rates, not mentioned in this agreement, shall wherever they exist presently, be obtained. A leading-hand meaning any employee in charge of a group of five or more employees and responsible for their work, shall be paid at a rate of five (5) cents per hour higher than his classification calls for.

ARTICLE 19. RATES OF PAY.

The following minimum rates of wages will come into effect, subject to the condition hereinafter mentioned on the date of the publication in the Quebec Official Gazette of the decree extending the present agreement under the Collective Agreement Act.-

	<u>START</u>	<u>2 months.</u>
Junior. Helpers.	.45¢	.50¢

A junior helper shall be a person of not more than eighteen years of age and engaged in watching and not handling commodities over sixty pounds.-

	<u>START.</u>	<u>2 MONTHS</u>	<u>6 MONTHS.</u>
Helpers (general)	.62¢	.65¢	.67¢
(dockmen.)	.72¢	.75¢	.77¢
Warehousemen	.72¢	.75¢	.77¢
Checker	.72¢	.75¢	.77¢
Chauffeur	.73¢	.76¢	.78¢
Chauffeur Semi Trailer.	.78¢	.81¢	.83¢

ARTICLE 20 - DURATION.

This agreement shall come into force on the day of its signature, and shall continue for the term of one year, and thereafter shall be automatically renewed from year to year unless one of the parties hereto has notified the other of its intention to end or modify it two months before the expiring date thereof, both parties shall thereupon enter into negotiations in good faith and make every reasonable effort to secure such renewal. This agreement will remain in full force until such time that a renewal agreement is reached and signed.-

IN WITNESS WHEREOF THE PARTIES HAVE hereto signed:-

for the COMPANY.

John A Little & Son Ltd.

WITNESS.

J.M. Little.

John D. Little.

Henry Duquette.
for the UNION.

Witness.

Jean Larivière,

APPENDIX "A"

Cédule "A"

Schedule "A"

Date _____

Date _____

a déduire de ma dernière paye de chaque mois ma cotisation syndicale au montant de deux (\$2.00) dollars et a remettre cet argent au Trésorier du Local, Union des chauffeurs de Camions de Transport, Hommes d'Entrepôts, et Assistants, Montreal.

to deduct the sum of two (\$2.00) dollars from my last pay of each calendar month, and to remit same to the Treasurer of Local 106 Transport Drivers, Warehousemen and Helpers' Union, Montreal

Témoin Witness.

Employé Employee.

BETWEEN

MEMORANDUM OF AGREEMENT made this 10 day of Feb. 1948

JOHN. A. LITTLE & SON LTD. body corporate with head-office in Montreal, party of the first part, hereinafter referred to as "The Employer".

AND

THE TRANSPORT DRIVERS WAREHOUSEMEN AND HELPERS UNION, LOCAL 106, MONTREAL, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, A.F. of L. party of the second part, hereinafter referred to as "The Union".

WITNESSETH that the Employer and the Union hereby mutually agree as follows :-

ARTICLE 1 - JURISDICTION

This Agreement shall cover the following classes of persons employed by the Employer, namely, truck drivers, (chauffeurs) helpers to chauffeurs, deckmen and warehousemen, but shall not include foremen, office and clerical employees, or employees who have the power to hire or discharge.

GENERAL PRINCIPLES

ARTICLE 2 OBJECT

It is the intent and purpose of the parties hereto that this agreement will promote and improve industrial and economic relations in the industry to establish and maintain a high order of discipline and efficiency, and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment, which will render justice to all concerned.

ARTICLE 3 COOPERATION

The parties hereto desire to cooperate in establishing and maintaining proper and suitable conditions in the industry which will tend to secure uniform and equitable terms of employment satisfactory to employer and employees, to provide methods for fair and peaceful adjustment of all disputes which may arise between them, and foster goodwill, friendly relations and better understanding of each other.

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ARTICLE 4 MUTUAL RIGHTS AND BENEFITS

A. In compliance with the certificate of recognition granted to the Union by the Wartime Labour Relations Board, the Employer hereby recognizes the Union as the sole collective bargaining agency for all employees in the categories enumerated above which may, from time to time, be employed by the employer.

B. The Union recognizes that it is the Employer's exclusive right to operate and administer his affairs, with all due respect to the contents of this agreement, along principles of sound business management. No Union activity shall be carried on at the premises of the Employer during working hours, except as specifically agreed upon in this agreement.

C. The Employer further agrees that it will not discharge or discriminate against any worker because of Union activities, but nothing herein contained shall in any way limit or abridge the right of the Company to discharge or discipline any of its employees for inefficiency, dishonesty, wilful insubordination or deliberate breach of working rules or any cause deemed by the Employer sufficient warrant for such action.

D. During the term of this agreement, there shall be no lock-out by the Employer or any strike, sit down, work stoppage or suspension of work either complete or partial for any reason by the employees.

The Employer shall not instruct any employee to go through an A.F. of L., legal picket line or to load and unload freight at any point or terminal involved in a strike, and where the crossing of such line could be injurious to health or property.

RECOGNITION

It is agreed that all Union members, as of..... shall maintain their Union membership in good standing for the duration of the contract as a condition of employment,

The Company agrees to deduct from the first pay cheque of each, the monthly dues of any employee covered by this agreement, upon proper submission to the Company by the Union, of the necessary authorization form as in " Appendix " A" This form shall be signed by the member and witnessed by and officer of the Union. Upon the coming into effect of all clauses of this agreement, the Union agrees to notify all members that within fifteen days of said notice that they may resign their membership in the Union.

ARTICLE 5 REPRESENTATION

Should the Union require the services of a Business Agent, the Employer agrees to recognize such agent and to receive him in his office, on appointment, to discuss any grievance, as an outside representative of the Union.

ARTICLE 6 ABSENCES

Union delegates and officers may be absent from work to fulfil Union functions, but at their own expense, providing that the Employer be given 72 hours notice of such absences, to make necessary adjustments in schedules if need be.

ARTICLE 7 BULLETIN BOARDS

The Employer agrees to permit posting of notices of Union meetings. No notices of Union functions may be posted without first being approved by the management.

ARTICLE 8 STEWARD

The Employer acknowledges the right of the Union to appoint a Steward for employees, and if the operations are such as cannot be covered by a Steward , additional Stewards may be appointed.

The Steward's duty shall in no way conflict with his duties to his employer and he shall be held responsible for the same quantity and quality of work as other employees.

The Union will inform the Employer, in writing of the name of the Steward, and of any subsequent change in the name of the Steward. The Employer shall not be asked to recognize any

Steward until such notification from the Union has been received.

Should the Employer consider it necessary at any time to lay off any group of employees, notices of such intention shall be given to the Union at least seven working days prior to the effective date of such lay off, and the Union representative shall have the opportunity to discuss with management any case of hardship or alleged injustice arising out of such lay off. In such case, the Union representative shall have access to the employer's seniority list.

The Union representative shall have favorable consideration as to seniority in the event of lay off due to lack of work.

ARTICLE 9 GRIEVANCE PROCEDURE

Should any grievance arise between one employee or more and the Employer, the following procedure will be adopted :-

A. The employee concerned shall, at a convenient time, first submit his grievance to the foreman of his department, alone or accompanied by his Union representative.

B. Failing a satisfactory settlement or should an answer not be given in twenty four (24) hours, the employee shall, if he wishes to continue his claim, bring his grievance to the superintendent or manager, accompanied or not by his Union representative.

C. If the Superintendent or Manager has not given an answer within (24) hours, or if the given answer does not prove satisfactory, the shop Steward or appropriate management representative may request the presence of the Union to assist in amicable settlement of such dispute, before resorting to the following article.

ARTICLE 10 ARBITRATION

Should the Employer and the Union representative fail to reach satisfactory agreement upon any matter dealt with under clause 9 hereto the Union and the Employer shall refer the matter to arbitration, according to the following mutual agreement :-

A. Each party hereto shall choose a representative who shall, in turn, proceed to elect an arbitrator. Should they agree on their choice, the decisions of this Arbitration Board shall be binding. Fees and expenses incurred by the arbitrator shall be evenly divided between the Company and the Union.

B. Failing to agree on the choice of an arbitrator, the Employer and the Union shall submit the grievance to the Quebec Minister of Labour, who will appoint an arbitrator for final and binding arbitration.

ARTICLE II WORKING HOURS - WORKING CONDITIONS

A. The standard working week shall be one of not more than fifty five (55) hours per week. The starting and stopping hours of the working day shall be mutually agreed upon by the Employer and the Union representatives, and shall not be varied except with the consent of both parties.

B. The normal shift for every employee shall be one of ten hours per day, with the exception of Saturday, which shall be one of five hours. Every employee reporting for work as required shall, if no work is available be paid at least four (4) hours waiting time at regular rates.

C. All employees shall be paid at regular rates from the time that they report for duty on the premises of the Company : all time spent by an employee in oiling, gasing, awaiting despatches, and at any other duties required by the Employer, shall be paid at regular rates, and such time shall be deemed to the part of the day's shift.

D. Time worked in excess of standard working hours in anyone shift shall be considered as overtime and shall be paid for at the rate of time and one half, for the first six hours overtime after which double time shall be paid, but before resuming his work after such overtime, the employee shall have had a break of not less than eight hours.

ARTICLE 12 STATUTORY HOLIDAYS

A. The following days will be considered as statutory holi-

days and no work shall be executed on these days :-

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

Christmas and New Year's Day shall be holidays with pay.

B. Any work which will be required from an employee by the Employer from midnight to midnight on the above listed holidays shall be paid for at the rate of double time.

ARTICLE 13 HOLIDAYS WITH PAY

A. All employees shall be granted one week's holiday with pay after one year's continuous service with the Employer.

Such holidays will be payable before the employee's leave.

B. To calculate the holiday pay of any employee who has less or more than one year's continuous service with the Company, the Employer shall conform to the procedure established in Ordonnance No. 3 (Revised)

ARTICLE 14 SENIORITY

Seniority of each employee covered by this agreement shall be established and count from three months after date of employment, it shall cease in the following cases :-

- a) voluntary separation
- b) discharge for cause
- c) three absences or three days absenteeism without notice or reasonable excuse.

ARTICLE 15 PROMOTIONS AND LAY OFF

A. In matter of promotion, lay off and rehiring, the Employer will consider the following factors in that order ;-

- 1. length of continuous service
- 2. ability, qualifications and skill
- 3. family responsibilities.

which will call for the following interpretation :-

first : unless the second factor is clearly unequal, the first shall prevail.

second : if the first two factors are considerably equal, the third will be the deciding one, at least in case of layoffs and rehiring.

B. Should the Employer consider it necessary at any time to lay off any group of employees, notices of such intention

shall be given to the Union at least seven working days prior to the effective date of such lay off, and the Union representative shall have the opportunity to discuss with management any case of hardship or alleged injustice arising out of such lay off. In such case, the Union representative shall have access to the employer's seniority list.

C. The ~~Union~~ representative shall have favorable consideration as to seniority in the event of lay off due to lack of work. In any case, lay off or discharge of the Union representative may be affected only by the employer or General Manager.

ARTICLE 16 DISCHARGE

Should an employee be dismissed and feel that his dismissal is unjustified the said dismissal may, within a period of six working days from the date of dismissal, become a discussable grievance in accordance with the Grievance Procedure set out in the Agreement.

ARTICLE 17 GENERAL

The Union agrees with the Employer that there will be no more favourable contract given to any other employer in a parallel business. The Employer likewise agrees that any upward revision of wage rates reached with the Automotive Transport Association of the Province of Quebec will likewise be granted to the Company's employees.

ARTICLE 18 DURATION

This agreement shall come into force on the day of its signature, and shall continue for the term of one year, and thereafter shall be automatically renewed from year to year, unless one of the parties hereto has notified the other of its intention to end or modify it two months before the expiring date thereof ; both parties shall thereupon enter into negotiations in good faith and make every reasonable effort to secure such renewal.

ARTICLE 19 RATES OF PAY

The following minimum rates of wages will come into effect, subject to the condition hereinafter mentioned on the date of the publication in the Quebec Official Gazette of the decree extending the present agreement under the Collective Agreement Act :-

That certain disputes or claims relating to the proposed schedule of wages listed below, have arisen between the contracting parties of this agreement, it is mutually agreed to refer the same to a Council of Arbitration and for the said parties to be bound by the award of the said Council of Arbitration set up by the Quebec Department of Labour.

It is also agreed by both the Employer and the Union to refer the said dispute to the award of the said Council of Arbitration. The said Council of Arbitration will be formed specially and exclusively for the settlement of the argument existing between the Employers and the Union as regards fixations of salaries. It is also understood that the said fixation will not exceed the request already presented by the Union and listed below.

	<u>Start</u>	<u>2 months</u>
Junior Helpers	.45¢	.50¢

A junior helper shall be a person of not more than eighteen years of age and engaged in watching and not handling commodities over sixty pounds.

	<u>Start</u>	<u>2 months</u>	<u>6months</u>
Helpers (General)	.60¢	.65¢	.70¢
(Deckmen)	.70¢	.72.5¢	.75¢
Chauffeur	.75¢	.77.5¢	.80¢
Teamsters	.75¢	.77.5¢	.80¢
Semi-Trailer Chauffeur	.85¢	.87.5¢	.90¢
Checker	.75¢	.77.5¢	.80¢

The rates of pay decided by the Council of Arbitration will come into effect only when and if the Provincial Transportation and Communication Board, establishes in the Territorial jurisdiction of this agreement, the minimum tariff rates for cartage, based on the actually existing average tariff plus any increases of wages granted by the present agreement.

The automotive Transport Association of the Province of Quebec Inc, of which the Employer is a member, agrees to present to the Provincial Transportation and Communication Board within 10 days after the Arbitration Council award mentioned above is rendered a request to establish a scale of minimum tariff rates, based on the actually existing average tariff and on increases of wages granted by the Arbitration Council. Until the said minimum tariff rates are established by the Provincial Transportation and Communication Board, the wages in force under decree (P.C. 407) shall be applicable under the present agreement.

Employees who may be hired from time to time for sub-contracting work and operating trucks with "F" Licenses and engaged in public carrier work will receive the same rates of pay.

Any employee presently receiving more than the above rates will not suffer a decrease through the signing of this agreement, and the Company may at its discretion pay an employee at a rate higher than his classification calls for. All existing incentive rates, not mentioned in this agreement, shall, wherever they exist presently, be maintained.

A leading- Hand, meaning any employee in charge of a group of five or more employees and responsible for their work, shall be paid at a rate of five (5) cents per hour higher than his classification calls for.

APPENDIX "A"

Cédule "A"

Schedule "A"

Date.....

Date.....

J'autorise par la présente

I hereby request

A déduire de ma première paie de chaque mois ma cotisation syndicale au montant de deux (\$2.00) dollars, et à remettre cet argent au Trésorier du Local, Union des Chauffeurs de Camion de Transport, Hommes d'Entrepôts, et Assistants.

to deduct the sum of two (\$2.00) dollars from my first pay of each calendar month, and to remit same to the Treasurer of Local 106, Transport Drivers, Warehousemen and Helpers' Union Montreal.

Témoin ; Witness

Employé, employee

IN WITNESS WHEREOF THE parties have hereto signed :-

for THE COMPANY

John. A. Little & Son Ltd.
John. D. Little

WITNESS : J. Milton Little

for THE UNION

E. Champagne. Président

WITNESS : H.A. Millaire.

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MEMORANDUM OF AGREEMENT made this 1st day of July . 1952,
BETWEEN THE AUTOMOTIVE TRANSPORT ASSOCIATION OF THE PROVINCE
OF QUEBEC, duly certified representatives of the _____
John A Little & Son Ltd.

_____ body corporate with head-office
in Montreal, party of the first part, hereinafter referred to
as "The Employer".

AND THE TRANSPORT DRIVERS, WAREHOUSEMEN AND HELPERS UNION, LOCAL
106, MONTREAL, International Brotherhood of Teamsters, Chauffeurs,
Warehousemen and Helpers of America, A.F. of L., T.L.C. party
of the second part, hereinafter referred to as "The UNION".

WITNESSETH that the Employer and the Union hereby mutually agree
as follows:

ARTICLE 1.- JURISDICTION

This agreement will cover the classifications as covered by our
certificate of certification as issued by the Quebec Labour Re-
lations Board, but shall not include foremen, office and clerical
employees, or employees who have the power to hire and discharge,

GENERAL PRINCIPLES

ARTICLE 2.- OBJECT

It is the intent and purpose of the parties hereto that this
agreement will promote and improve industrial and economic
relations in the industry to establish and maintain a high order
of discipline and efficiency, and to set forth herein the basic
agreements covering rates of pay, hours of work and conditions
of employment which will render justice to all concerned.

ARTICLE 3.- COOPERATION

The parties hereto desire to cooperate in establishing and main-
taining proper and suitable conditions in the industry which will
tend to secure uniform and equitable terms of employment satis-
factory to employer and employees, to provide methods for fair
and peaceful adjustments of all disputes which may arise between
them, and foster goodwill, friendly relations and better under-
standing of each other.

19/3222

ARTICLE 4.- MUTUAL RIGHTS AND BENEFITS

- A. The Employer hereby recognizes the Union as the sole collective bargaining agency for all employees in the categories enumerated above which may, from time to time, be employed by the employer.
- B. The Union recognizes that is the Employer's exclusive right to operate and administer his affairs, with all due respect to the contents of this agreement, along principles of sound business management. No union activity shall be carried on^{at} the premises of the Employer during working hours, except as specifically agreed upon in this agreement.
- C. The Employer further agrees that it will not discharge or discriminate against any worker because of Union activities, but nothing herein contained shall in any way limit or abridge the right of the Company to discharge or discipline any of its employees for inefficiency, dishonesty, wilful insubordination or deliberate breach of working rules or any cause deemed by the Employer sufficient warrant for such action.
- D. During the term of this agreement, there shall be no lockout by the Employer or any strike, sit-down, work stoppage or suspension of work either complete or partial for any reason by the Employees.
- The Employer shall not instruct any employee to go through a picket line or to load and unload freight at any point or terminal involved in a strike, and where the crossing of such line could be injurious to health or property,

RECOGNITION

IT IS AGREED that all Union members, as of March 23, 1949, shall maintain their Union membership in good standing for the duration of the contract as a condition of employment.

The Company agrees to deduct from the last pay cheque of each month, starting November 1952, the monthly dues of \$3.00 from any employee covered by this agreement, (prior to September 1952 the company will deduct the sum of \$2.00) upon proper submission to the Company by the Union, of the necessary autho-

rization form as in Appendix "A". This form shall be signed by the member witnessed by an officer of the Union. All employees hired on and after March 23, 1949, shall submit to the Company, deducting the sum of \$3.00 from the last pay cheque of each month, commencing November 1952 (prior to November 1952 the Company will deduct \$2.00) as a condition of employment, for the financial support of the Union.

ARTICLE 5.- REPRESENTATION

Should the Union require the Services of a Business Agent, the Employer agrees to recognize such Agent and to receive him in his office, on appointment, to discuss any grievance, as an outside representative of the Union.

ARTICLE 6.- ABSENCES

Union delegates and officers may be absent from work to fulfill Union functions, but at their own expense, providing that the Employer be given 72 hours' notice of such absences, to make necessary adjustments in schedules if need be.

ARTICLE 7.- BULLETIN BOARDS

The Employer agrees to permit posting of notices of Union meetings no notices of Union functions may be posted without first being approved by the management.

ARTICLE 8- STEWARD

The Employer acknowledges the right of the Union to appoint a Steward for employees, and if the operations are such as cannot be covered by a Steward, additional Stewards may be appointed, The Steward's duty shall in no way conflict with his duties to his employer and he shall be held responsible for the same quantity and quality of work as other employees.

The Union will inform the Employer, in writing of the name of the Steward, and of any subsequent change in the name of the Steward, The Employer shall not be asked to recognize any Steward until such notifications from the Union has been received.

Should the Employer consider it necessary at any time to lay off any group of employees, notices of such intention shall be given to the Union at least seven working days prior to the effective

date of such lay off, and the Union representative shall have the opportunity to discuss with Management, any case of hardship or alleged injustice arising out of such lay off. In such case, the

Union representative shall have access to the Employer's seniority list.

The Union representative shall have favorable consideration as to seniority in the event of lay off due to lack of work.

ARTICLE 9 GRIEVANCE PROGEDURE.

Should any grievance arise between one employee or more and the Employer, the following procedure will be adopted:

- A. The employee concerned shall, at a convenient time, first submit his grievance to the foreman of his department, alone or accompanied by his Union representative.
- B. Failing a satisfactory settlement or should an answer not be given in twenty four (24) hours, the employee shall, if he wishes to continue his claim, bring his grievance to the superintendent of manager, accompanied by his Union representative.
- C. If the Superintendent or Manager has not given an answer within 24 hours, or if the given answer does not prove satisfactory, the shop Steward or appropriate management representative may request the presence of the Union to assist in amicable settlement of such dispute, before resorting to the following article.

ARTICLE 10 ARBITRATION.

Should the Employer and the Union representative fail to reach satisfactory agreement upon any matter dealt with under clause 9 hereto, the Union and the Employer shall refer the matter to arbitration, according to the following mutual agreement:-

- A. Each party hereto shall chose a representative who shall in turn, proceed to elect an arbitrator. Should they agree on their choice, the decisions of this Arbitration Board shall be binding. Fees and expenses incurred by the arbitrator, the Employer and the Union shall submit the grievance to the Quebec Minister of Labour, who will appoint an arbitrator for final and binding arbitration.

WORKING CONDITIONS.

ARTICLE 11 - WORKING HOURS.

A. The standard working week shall be one of not more than fifty-five (55) hours per week. The starting and stopping hours of working day shall be mutually agreed upon by the Employer and the Union representatives, and shall not be varied except with the consent of both parties.

B. The normal shift for every employee shall be one of 10 hours per day, with the exception of Saturday, which shall be one of 5 hours. Every employee reporting for work as required shall if no work is available be paid at least four (4) hours waiting time at regular rates.

C. All employees shall be paid at regular rates from the time that they are asked or required to report for duty on the premises of the Company; all time spent by an employee in oiling, gasing awaiting despatches, and at any other duties required by the Employer, shall be paid at regular rates, and such time shall be deemed to the part of the day's shift.

D. Time worked in excess of standard working hours in anyone shift shall be considered as overtime and shall be paid for at the rate of time and one half, for the first six hours overtime after which double time shall be paid, but before resuming his work after such overtime has terminated, the employee shall have had a break of not less than eight hours.

E. On the 1st of February 1953, overtime rates of pay shall be as follows:

"All work performed in excess of 10 hours per day Monday to Friday inclusive and after 5 hours on Saturday or 50 hours per week shall be paid at the rate of time and a half. All overtime allowed after the 10 hours a day or 5 hours on Saturday is not to be included in calculating overtime in excess of the weekly work."

ARTICLE 12 - STATUTORY HOLIDAYS.

A. The following days will be considered as statutory holidays and no work shall be executed on these days:

ARTICLE 12 - STATUTORY HOLIDAYS (Cont'd.)

All Sundays
New Years's Day
Good Friday
St. John Baptiste
Dominion Day
Labour Day
Christmas Day

Labour Day, Christmas Day, New Year's Day, Good Friday and Dominion day shall be holidays with pay.

B. Any work which will be required from an employee by the Employer from midnight to midnight on the above listed holidays shall be paid for at the rate of double time.

C. Every employee shall be paid for each holiday providing he has been in his employer's service for a period of at least 30 days preceding said holiday and has worked not less than 80 hours in the same period. All employees failing to report for work on the day previous or the day after a holiday, if required, shall not be entitled to holiday pay.

D. A paid holiday means payment for a full day,

ARTICLE 13 - HOLIDAYS WITH PAY.

To calculate the vacation pay of any employee who has less or more than 1 year's continuous service with the Employer, or that of any employee who leaves the employ of the Employer, the Employer shall conform to the following procedures:

- (1) All employees shall receive a vacation with pay calculated at 2% of the wages earned including vacation indemnity.
- (2) Employees with three (3) or more years of continuous service, shall receive two weeks vacation with pay calculated at 4% of their total earnings for the year in which they earned their vacation.
- (3) Any employee permanently transverred to another depot of the company, the company shall agree to move his household effects free of charge.

ARTICLE 14 - SENIORITY.

Seniority of each employee covered by this agreement shall be established and count from three months after days of employment, it shall cease in the following cases:-

- (a) voluntary separation;
- (b) discharge for cause;
- (c) three absences or three days absenteism without notice or reasonable excuse.

ARTICLE 15 - PROMOTIONS AND LAY OFF.

A. In matter of promotion, lay off and rehiring, the Employer will consider the following factors in that order:-

1. length of continuous service
2. ability, qualifications and skill
3. family responsibilities.

which will call for the following interpretation:

FIRST: unless the second factor is clearly unequal, the first shall prevail.

SECOND: if the first two factors are considerably equal the third will be the deciding one, at least in case of layoffs and rehiring.

B. Should the Employer consider it necessary at any time to lay off any group of employees, notices of such intention shall be given to the Union at least seven working days prior to the effective date of such lay off, and the Union representative shall have the opportunity to discuss with management any case of hardship or alleged injustice arising out of such lay off. In such case, the Union representative shall have access to the employer seniority list.

C. The Union representative shall have favourable consideration as to seniority in the event of lay off due to lack of work. In any case, lay off or discharge of the Union representative may be affected only by the Employer or General Manager.

ARTICLE 16 - DISCHARGE.

Should an employee be dismissed and feel that his dismissal is unjustified, the said dismissal may, within a period of six working days from the date of dismissal, become a discussable grievance in accordance with the Grievance Procedure set out in the Agreement.

ARTICLE 17 GENERAL.

The Union agrees with the Automotive Transport Association, the duly certified body to represent the employer, that only the agreement that has been mutually arrived at between said Automotive Transport Association and the Union will be signed with another employer belonging to the same owners association for the duration of this contract.

The Union agrees with the Employer that there will be no more favourable contract given to any other employer in a parallel

ARTICLE 17 - GENERAL (Cont'd.)

business. The Employer likewise agrees that any upward revision of wage rates reached with the Automotive Transport Association of the Province of Quebec, will likewise be granted to the Company's employees.

ARTICLE 18 SAFETY.

The Union agrees with the Automotive Transport Association, duly certified body to represent the employer, that a safety campaign will be immediately inaugurated, the Union agrees to provide an educational course for its members to develop safety.

ARTICLE 19 EMPLOYMENT.

Any employee presently receiving more than the minimum rates now existing under the terms of this contract will not suffer a decrease through the signing of this agreement, and the Company may at its discretion pay an employee at a rate higher than his classification call for. All existing incentive rates not mentioned in this agreement, shall, wherever they exist presently shall be maintained. A leading-hand, meaning any employee in charge of a group of six or more employees and responsible for their work, shall be paid at a rate of five (5) cents per hour higher than his classification calls for.

ARTICLE 20 RATES OF PAY.

Semi-trailer, van, chauffeurs-chauffeurs.

Warehousemen: A warehouseman is considered an employee engaged regularly in warehouse duty b) Dockmen: A dockman is consi-

dered an employee who loads and unloads mobile units other than in the permanent warehouse of his employer. c) General Helper:

A general helper is considered an employee who travels regularly with the truck unit. d) Checker: A checker is considered an employee who in his normal duties performs those of a normal warehouseman as well as the clerical work required in checking and recording shipping bills.

ARTICLE 20.- RATES OF PAY (Cont'd)

Junior Helper: A junior helper shall be a person of not more than eighteen years of age and engaged in watching and not handling commodities over sixty pounds.

A. The following classifications of employees namely semi-trailer chauffeurs, chauffeurs, dockmen, warehousemen and general helpers shall receive a 5¢ per hour increase in pay effective July 1st 1952 over the existing rates of of June 31st. 1952.

It is mutually agreed to judicially extend the minimum rates as established in Order in Council No. 913 by 5¢ per hour for the classification of employees above mentioned.

B. It is mutually agreed to grant an additional 5¢ per hour increase in pay to semi-trailer chauffeurs and chauffeurs as of November 1st, 1952, making a total of 10¢ per hour over the existing rates of June 31st, 1952. Clause B, article 20 is to become effective provided it is judicially extended into Order in Council No. 913 by November 1952 or the nearest date thereof.

It is mutually agreed by both the Automotive Transport Association and the Union to jointly apply and support said judicial extension.

C. The above listed wage increases Article 20 (A & B) shall only be granted to employees who have completed six months continuous service with the same employer.

Upon the date of completion of six months continuous service with the employer an employee shall acquire all the benefits as herein expressed.

D. It is mutually agreed between the Automotive Transport Association representing the employer, and the Union to jointly petition the Provincial Department of Labour and the Minimum Wage Board to enact an amendment to Ordinance No. 4. mutually approved by both parties. Both parties agree to do everything possible to have the said Ordinance amended as approved.

Van Shunters (jigger operators) shall be classified as tractor chauffeurs and receive the remuneration of same.

Employees covered by this agreement and who are employed at branches of the Company located in the province of Quebec by outside of the Metropolitan area of Montreal shall be paid at rates of 5¢ per hour lower than their respective classifications require in the Montreal zone.

SOCIAL INSURANCE BENEFITS

Both parties hereby agree to a help Welfare Plan. This plan will take effect March 15, 1952.

The employer shall pay the sum of three dollars and fifty cents (\$3.50) each calendar month for each employee herein after classified, that has worked 80 hours or more during the said month. A new employee shall not be eligible until the last day of the month that follows the month which he was hired.

The master policy covering the said social welfare plan shall be at least equal in all details to the plan now in effect between the Automotive Transport Association's members and the Union and all inconformity with the mutual desires of the parties as to further incident details.

SCHEDULE BENEFITS

I.- Loss of Life

1. Natural Death.....	\$2,000.00
Accident Death.....	3,000.00
Dependents up to.....	500.00

2. Dismemberment

Up to.....	1,000.00
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3. Loss of time

General helpers (per week).....	\$ 25.00
Other (per week).....	30.00

4. Hospital Benefits

Room and Board (per day) up to.....	\$ 5.00
Other hospital charges up to.....	100.00
Ambulance up to.....	10.00

5. Surgical Benefit

Maximum reimbursement.....	200.00
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6. Medical Benefit

At hospital (per visit).....	3.00
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7. Polio Benefit. Maximum reimbursement.....

2,500.00

ARTICLE 21- DURATION

This agreement shall become effective as of July 1st, 1952,
 All clauses of this contract except where specifically mentioned will come into full force as of October 1st, 1952, and shall remain in force until September 30, 1953, and thereafter shall be automatically renewed from year to year, unless one of the parties hereto has notified the other of its intention to end or modify it two months before the expiring date thereof; both parties shall thereupon enter into negotiations in good faith and make every reasonable effort to secure such renewal.

This agreement will remain in full force until such time that a renewal agreement is reached and signed.

IN WITNESS WHEREOF the parties have hereto signed:

For the Automotive Transport Association

Witness _____

For the Company J. Little

Witness _____

For the Union N. MacDonald.

Witness Remi Duquette Conciliateur.

APPENDIX "A"Cédule "A"

Date _____

Je déduire de ma dernière paye de chaque mois ma cotisation syndicale au montant de trois (\$3.00) dollars et à remettre cet argent au Trésorier du Local, Union des Chauffeurs de Camions de Transport Hommes d'Entrepôts et assistants Montréal.

Schedule "A"

Date _____

to deduct the sum of three (\$3.00) dollars from my last pay of each calendar month, and to remit same to the Treasurer, of Local 106 Transport Drivers, Warehousemen and Helpers Union, Montreal.

 TEMOIN- WITNESS

 EMPLOYE- EMPLOYEE

APPENDIX "B"

It is understood ,however, that overtime rates on Saturday for furniture moving operations will be paid at the rate of time and a half ($1\frac{1}{2}$) for the first ten hours.

For the Automotive Transport Association

For the Company

N. MacDonald.

For the Union