

THE UNITED PACKINGHOUSE, FOOD AND ALLIED WORKERS: ITS  
DEVELOPMENT, STRUCTURE, COLLECTIVE BARGAINING, AND  
FUTURE, WITH PARTICULAR REFERENCE TO CANADA

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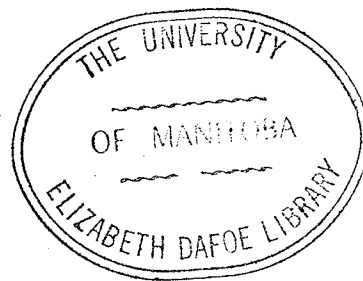
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## CHAPTER I

### INTRODUCTION

The author of the only modern comprehensive history of the Canadian labour movement, Professor H. A. Logan, prefaced his book by stating:

The present work developed . . . according to the assumption that . . . the trade union movement of a country can be portrayed only through an exploration of individual unions and allied groups of unions, taking into account their form of organization, their struggle for recognition, their association (sometimes their conflict) with each other, and their accomplishment through collective bargaining, quite as much as treating with the legislative activities of the over-all Congresses and other expressions of the movement as a whole.<sup>1</sup>

He went on to state that since the only major studies undertaken to date were of Canadian central labour congresses, a treatise such as his should logically have waited upon "special studies devoted to particular unions wherein the investigators would examine the technology and economics of particular industries and the whole social setting out of which develop the peculiar features of each union's life."<sup>2</sup> Since such studies were not available at the time of writing, the author put forward his book fully aware that it was

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<sup>1</sup>H. A. Logan, Trade Unions in Canada (Toronto: Macmillan and Company, 1948), p. v.

<sup>2</sup>Ibid.



"only a compromise with true research" and hoped that at least it would act as "background and guide for studies of particular unions in the years ahead."<sup>3</sup>

In the fifteen years which have passed since Professor Logan's book was published, and in spite of its publication, very few studies of individual Canadian unions have been undertaken. Of the few which have, most are partisan accounts commissioned by the unions concerned in order to inform their members of the struggles and successes of their organization throughout the years.<sup>4</sup>

The present study is an attempt to fill a very small portion of the gap in Canadian industrial relations research noted by Professor Logan in the passages quoted above. The aim of this thesis is to examine the most important aspects of the development and functioning of one particular union in Canada--the United Packinghouse, Food and Allied Workers. Although the study is particularly concerned with the affairs of the union in Canada, it has been necessary to treat in some detail developments in the United States. For the

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<sup>3</sup>Ibid., pp. v-vi.

<sup>4</sup>See W. E. Greening, Papermakers in Canada: A History of the Papermakers Union in Canada (International Brotherhood of Papermakers, 1952) and W. E. Greening and M. M. Maclean, It Was Never Easy 1908-1958: A History of the Canadian Brotherhood of Railway, Transport and General Workers (Ottawa: Mutual Press Limited, 1961).

U.P.W.A.<sup>5</sup> is an international union which originated in the United States and whose present membership, headquarters, and executive personnel are overwhelmingly American. To understand developments in Canada, one must first understand developments in the United States.

The aspects of the union which have been selected for examination are largely the ones mentioned by Professor Logan: the general growth of the union and its relation to the economic development of the industry, the form of organization of the union, and the method and accomplishment of the union's collective bargaining activities. Thus Chapter II of this thesis is concerned with the growth of trade unionism in the American meat packing industry. It attempts to show, in particular, that the primary force shaping the growth of American packinghouse unions has been the evolution of the economic structure of the American meat packing industry. Chapter III is a general survey of union growth in the Canadian packinghouse industry and attempts to show how union organization here was a function not only of the economic structure of the Canadian industry but also of the stage of development of packinghouse unions in the United

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<sup>5</sup>Prior to 1960, the United Packinghouse, Food and Allied Workers was known as the United Packinghouse Workers of America, or for short, the U.P.W.A. In spite of the change of name, the initials, U.P.W.A., are still used in referring to the union.

States. The fourth chapter outlines the structure and government of the U.P.W.A. and is particularly concerned with such questions as: How democratic is the U.P.W.A.? How much autonomy does the Canadian district of the union enjoy in its relationship with its American headquarters and executive? What are the possibilities and effects of mergers among the various unions in the food and beverage field? The fifth chapter considers the method of collective bargaining employed by the union and presents the findings of an empirical study of pattern bargaining within one administrative area of the Canadian district of the U.P.W.A. Finally, in the sixth chapter, an attempt is made to describe and assess the problem of automation, the most serious problem which the union has yet been faced with, and a problem which is likely to continue for some time into the future.

## CHAPTER II

### UNIONISM IN THE AMERICAN MEAT PACKING INDUSTRY

In the Canadian meat packing industry, as in almost every other Canadian industry, the main impetus to labour organization has been provided by American international unions. It is necessary, therefore, to give an account of the development of labour organization in the United States before turning to Canada.<sup>1</sup>

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<sup>1</sup>Very little has been written concerning the history of the packinghouse industry, or about unionization within the industry. Most of what has been written is of a very partisan nature--strongly for, or strongly against: J. S. Nowak, Jr., "Early Unionism in Packing" (Chicago: U.P.W.A., 1947). (Mimeographed.) This is a badly written, pro-labour, but nevertheless, informative account. The Packinghouse Worker, February, 1960, pp. 6-7. This is the U.P.W.A.'s newspaper and this particular edition contains excerpts from newspaper accounts of early strikes and collective agreements. The U.P.W.A. Story (Chicago: U.P.W.A., 1961). This is a brief history of the U.P.W.A. designed for new union members. The Meat Packing Industry in America (Chicago: Swift and Company, 1937). This is a one-sided account of the development of Swift and Company. L. Orear, Twenty Years With U.P.W.A. (Chicago: U.P.W.A., 1957). This study is largely based upon Nowak's. L. Corey, Meat and Man (New York: Viking Press, 1950). This book deals with the meat industry in a general way and includes a sympathetic history of the Amalgamated Meat Cutters and Butcher Workmen of North America. H. E. Hanna and J. Belsky, Picket and Pen (New York: American Institute of Social Science, 1960). This is a completely laudatory account of the career of Pat E. Gorman, Secretary-Treasurer of the Amalgamated. William Z. Foster, "The Packinghouse Campaign," American Trade Unionism (New York: International Publishers, 1947). This essay gives a good account of the 1917-1921 organizing drive. Without exception, the above accounts are not objective, scholarly works. There are,

## I. THE DEVELOPMENT OF THE AMERICAN MEAT PACKING INDUSTRY

The meat packing industry on this continent started shortly after the first Pilgrim Father stepped ashore at Plymouth. In fact, the very name "packing" comes from these early colonial days when merchants bought pork<sup>2</sup> from

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however, a few scholarly accounts of unionization in the meat packing industry: E. Abbott and S. P. Breckinridge, "Women in Industry: The Chicago Stockyards," The Journal of Political Economy, XIX (October, 1911), pp. 632-654. This is a well-documented account of working conditions of women in the meat packing industry at the turn of the century. The authors were professors at the University of Chicago and very active in the work of Hull House. J. R. Commons, "Labor Conditions in Meat Packing and the Recent Strike," Quarterly Journal of Economics, XIX (November, 1904), pp. 1-32. This is an excellent account of working conditions in the meat packing industry and of the 1904 strike by the late Dean of American labour historians. B. W. Newell, Chicago and the Labor Movement: Metropolitan Unionism in the 1930's (Urbana: University of Illinois Press, 1961). Newell's chapter on the meat packing industry gives a fairly good account of the beginning of the U.P.W.A. in the Chicago area. C. W. Thompson, "Labor in the Packing Industry," The Journal of Political Economy, XV (February, 1907), pp. 88-108. This article describes the working conditions in the meat packing industry and deals at some length with the early structure of the Amalgamated Meat Cutters. Theodore V. Purcell, The Worker Speaks His Mind on Company and Union (Cambridge, Mass.: Harvard University Press, 1953) and Blue Collar Man: Patterns of Dual Allegiance in Industry (Cambridge, Mass.: Harvard University Press, 1960). Both of Father Purcell's books deal mainly with American packing-house workers' attitudes toward their jobs, their employers, and their unions.

<sup>2</sup>Early meat packing was confined almost exclusively to pork. Hogs do not travel well, lose weight, and get bruised. Cattle, on the other hand, can be transported relatively easily over long distances. Thus the need to

butchers and farmers, salted it, and packed it in barrels for shipment abroad. As early as 1640, ships left Salem, Massachusetts, with pork for the trade in the West Indies. The pork trade was an extremely important part of colonial trade as pork exports to the West Indies paid for the imports of molasses, which the colonists used to manufacture rum. The rum, in turn, was exported to Africa in exchange for slaves.<sup>3</sup>

After the American Revolution and the formation of the Federal Union, the demand for packed meat rose rapidly. The increased demand resulted mainly from the decline of regional self-sufficiency within the American economy. The South found it profitable to specialize in the growing of cotton and to turn elsewhere for the majority of their provisions. The cities of the New England and the Middle Atlantic states found it to their advantage to process the cotton of the South and to manufacture farm and industrial equipment. In the face of this new demand, the Midwestern states, where cattle and hogs could be raised cheaply, found it beneficial to specialize in the raising of livestock and

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"pack" hogs was the greater. Since cattle travelled fairly well and consumers preferred fresh beef to dried or cured beef, cattle were generally not "packed" until the coming of refrigeration in the 1860's.

<sup>3</sup>A. C. Bolino, The Development of the American Economy (Columbus: Merrell, 1961), pp. 37-40.

the packing of meat. In short, then, the new demand arose as a result of specialization, industrialization, and urbanization. The supply to satisfy this demand resulted from the westward shift of the frontier.

Cincinnati, or as it was more popularly known, Porkopolis, became the first packing center in the Midwest.<sup>4</sup> Cincinnati's leading position was largely due to its location on the Ohio River, which enabled it to bring hogs from a distance and ship its finished products down the river to the South and abroad. During the packing season,<sup>5</sup> the city employed over fifteen thousand men, many of them German and Irish immigrants who were skilled in curing meats and making sausages. In these days, unlike a later era, packinghouse work was considered a good job. In 1850, the average packinghouse wage in Cincinnati was twenty dollars a week and the men worked an eight hour day.<sup>6</sup>

Until the 1860's, meat packing was largely small scale enterprise, not yet industrial. The merchant, not the industrial capitalist, dominated the business. Meat packers

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<sup>4</sup>Cincinnati's first packing plant was opened in 1818 (Corey, op. cit., p. 37).

<sup>5</sup>Early meat packing was done in the winter months, for there was no refrigeration and the meat would spoil if not cured quickly.

<sup>6</sup>Nowak, op. cit., p. 1.

included commission merchants, provision dealers, farmers, stock raisers, and drovers who bought animals, arranged for slaughtering and packing, and moved the products into trade.<sup>7</sup>

The meat packing industry underwent a far-reaching transformation during the 1860's: the center of the industry shifted to Chicago, the industry became industrialized, and it became characterized by an increasing concentration of capital.

The ascendancy of Chicago as a meat packing center was due to several factors. As both animal and human population pushed westward, new states were carved out of the wilderness--Illinois, Michigan, Wisconsin, and Iowa. Chicago, rather than Cincinnati, became the focal point of the enlarged Midwest. Located on the shore of Lake Michigan at the junction of the Lake and the Chicago River, Chicago was blessed with a waterway which gave cheap access to raw materials and markets. Of greater importance, the railway network throughout the Eastern and Midwestern states was fairly well developed by the 1860's, and because of its geographical position, Chicago became the center of railway transportation in the United States. This, in conjunction with the development of the refrigerator car in the late

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<sup>7</sup>Corey, op. cit., p. 37.



1860's,<sup>8</sup> meant that Chicago packinghouses could distribute meat to almost any point in the United States at a lower price than local packers could afford to sell. The importance of Chicago as a meat packing center was made evident on Christmas Day, 1865, when the largest stockyards in the world, Union Stockyards, was opened there.<sup>9</sup>

A series of technical innovations laid the foundation for the industrialization of packing. The Civil War gave a great boost to the use of the tin can for preserving foods, particularly meat. Improvements such as the automatic soldering of tin cans and the rotary pressure cooker, lowered the cost of canned goods and thus increased the consumption of meat products. Cans also lent themselves well to mechanical manipulation. In addition, refrigeration came into use with the invention of the ice cutter in the 1840's,

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<sup>8</sup>The first shipment of refrigerated meat was made in the summer of 1869 by George H. Hammond from Chicago to Boston. By 1877, Gustavus F. Swift had established a refrigerated meat business at his Chicago plant, and by 1890, the refrigerator car was in general use.

<sup>9</sup>Today, Chicago is no longer the largest packing center in North America. In fact, today only a few small, independent packers, operate in Chicago. The reason for this is twofold: Chicago plants, built mainly between 1860 and 1890, were allowed to become obsolete and could not match the efficiency of new and automated plants built elsewhere. The development of the motor truck and its flexibility as a mode of transportation undermined Chicago's geographical advantage as the center of the American railway network. Livestock is now picked up on the farm for quick transportation to any packinghouse in the area.

the refrigerator car in the 1860's, and the cold storage in the 1880's. Refrigeration had several important effects: The meat packing industry became less seasonal. Beef, as well as pork, was now "packed." The size of the market increased immensely for refrigeration on both rail and sea meant that American freshly dressed meat could be delivered anywhere in the world.

Large scale industrialization and mechanization meant enlarged capital requirements which tended to squeeze out the small packer. The Long Depression from 1873 to 1896 increased the tendency towards bigness, for the small and generally inefficient packers fell by the wayside. Moreover, the big packers seized control of refrigerator cars and cold storage plants and were thus able to stifle competition.<sup>10</sup> Finally, what the various innovations made technically possible, the Civil War made financially possible. The demand of the Union Army for meat laid the financial foundation for large post-war firms. Government contracts provided the money on which the more enterprising packers began to bring together and integrate the different phases of meat slaughtering and packing. By 1890 the

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<sup>10</sup>For an interesting defense of these practices see J. Ogden Armour, The Packers, the Private Car Lines, and the People (Philadelphia: Henry Altenius Company, 1906).

packers, and in particular the "Big Five,"<sup>11</sup> controlled the whole process from the buying of animals in the stockyards, through the slaughtering and packing, to the manufacture of by-products.<sup>12</sup>

## II. UNIONISM IN THE AMERICAN MEAT PACKING INDUSTRY PRIOR TO 1897

As long as meat packing remained a domestic industry, little or nothing was heard of union organization. It was the transformation of the meat packing industry during the 1860's--from seasonal to year round production, from domestic to large scale factory production, and the concentration of the industry within a few firms in one area--that laid the basis for trade unions in the industry.

Year round production meant that a portion of the labour force of the industry became "decasualized" and a large number of workers developed permanent ties to the packing industry.<sup>13</sup> Large scale factory production meant

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<sup>11</sup>The "Big Five" were Armour, Swift, Morris, Cudahy, and Wilson. The "Big Five" became the "Big Four" when Morris was bought by Armour in 1923.

<sup>12</sup>After the passage of the Sherman Anti-Trust Act, several unsuccessful suits were brought against the "Big Five." For an account of these legal proceedings see Corey, op. cit., pp. 45-53 and chap. 5.

<sup>13</sup>The number of men employed in packing grew from 146 in 1880 to 2,129 in 1867, to 17,000 in 1879, and to 22,000

that now the worker was not only separated from his market but also from his means of production. The enormous costs associated with the industry excluded the worker from aspiring to become a proprietor. He was a propertyless worker, a proletarian, in every sense of the word. Capital and geographical concentration within the industry meant that large numbers of workers with similar hopes, aspirations, problems, and complaints were brought together in a few factories, thus creating a class spirit, a sense of unity, and a singleness of purpose. This class solidarity was fostered off the job by the development of Chicago's "Packingtown" or "Back-of-the-Yards" neighbourhood.

Upton Sinclair in his book The Jungle has described the conditions under which packinghouse workers laboured:<sup>14</sup>

The workers . . . had their own peculiar diseases. . . . Let a man so much as scrape his finger pushing a truck in the pickle rooms, and he might have a sore that would put him out of the world; all the joints in his fingers might be eaten by the acid, one by one. Of

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in 1886. To these figures should be added an equal number of craftsmen, engineers, teamsters, and others (Nowak, op. cit., p. 3).

<sup>14</sup>Although Sinclair's account is that of a novelist, it is substantiated by: Thompson, op. cit., p. 88; Abbott and Breckinridge, op. cit., pp. 652-654; and Commons, op. cit., passim. For pictures of "Packingtown" which will lend graphic support to Sinclair's account see the illustrations in The Chicago Commission on Race Relations, The Negro in Chicago: A Study of Race Relations and a Race Riot (Chicago: University of Chicago Press, 1922).

the butchers and floorsmen, the beef-boners and trimmers, and all those who used knives, you could scarcely find a person who had the use of his thumb. The hands of these men would be crisscrossed with cuts. . . . They would have no nails--they had worn them off pulling hides; their knuckles were swollen so that their fingers spread out like a fan. There were men who worked in the cooking rooms, in the midst of steam and sickening odors, by artificial light; in these rooms the germs of tuberculosis might live for two years, but the supply was renewed every hour. . . . There were those who worked in the chilling rooms, and whose special disease was rheumatism; the time limit that a man could work in the chilling rooms was said to be five years. There were the wool-pluckers, whose hands went to pieces even sooner than the hands of the pickle men; for the pelts of the sheep had to be painted with acid to loosen the wool, and the pluckers had to pull out this wool with their bare hands, till the acid had eaten their fingers off. . . . Worst of any, however, were the fertilizer men, and those who served in the cooking rooms. These people could not be shown to the visitor, --for the odor of a fertilizer man would scare any ordinary visitor at a hundred yards, and as for the men, who worked in the tank rooms full of steam, and in some of which there were open vats near the level of the floor, their peculiar trouble was that they fell into the vats; and when they were fished out, there was never enough of them left to be worth exhibiting--sometimes they would be overlooked for days, till all but the bones of them had gone out to the world as Durham's Pure Leaf Lard!

Sinclair went on to describe the conditions in the "Packing-town" slums where the workers lived:

In back of the yards the dreary two-story frame houses were scattered farther apart, and there were great spaces bare--that seemingly had been overlooked by the great sore of a city as it spread itself over the surface of the prairie. . . . There were no pavements--there were mountains and valleys and rivers, gullies and ditches, and a great hollow full of stinking green water. One wondered about the swarms of flies which hung about the scene, literally blackening the air, and the strange fetid odor which assailed one's nostrils, a ghastly odor, of all the dead things of the universe. . . . This dumping ground for the city

garbage was sprinkled over with children, who raked it from dawn to dark. Sometimes visitors from the packing-houses would wander out to see this "dump," and they would stand by and debate as to whether the children were eating the food they got, or merely collecting it for the chickens at home.<sup>15</sup>

The grim conditions under which packinghouse workers collectively toiled and lived cannot be emphasized too much for they helped to foster class unity, to breed discontent, and to emphasize the sharp differences between owners and wage earners. These factors, in turn, fostered the development of labour unions.

The first union activity in the packinghouse industry, of which we have a record, dates back to the year 1869. In that year the skilled butchers of Chicago established a local craft union and were able to win an agreement from the packers.<sup>16</sup> As elsewhere, the lead in organizing was taken by the skilled groups. However, unlike elsewhere, this attempt and future attempts of the skilled trades within the packing industry to organize by themselves were failures. The Long Depression was used by the packers as a reason for

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<sup>15</sup>Upton Sinclair, The Jungle (New York: Harper and Brothers, 1951), pp. 97-99 and 24-30. Unfortunately, however, as Sinclair himself remarked, his novel turned people's stomachs rather than their hearts. As a result of his book the conditions under which meat was produced were cleaned up, but the conditions under which the workers laboured and lived remained largely unchanged.

<sup>16</sup>Nowak, op. cit., p. 3 and Corey, op. cit., p. 33.

cutting wages, once in 1873 and once in 1877. The union struck in opposition to each wage cut but both strikes were crushed and as a result the union quickly withered away.

In 1879, the Butchers' and Packinghouse Men's Protective Union and Benevolent Society made its appearance in Chicago. In November, the union staged a three day strike and won a twenty-five cent a day increase.<sup>17</sup> As a result of this successful strike the union began to spread to other cities--Kansas City, St. Joseph, St. Louis, and Omaha--and approximately seventeen thousand workers joined its ranks. The union then staged another strike; this time for a closed shop.<sup>18</sup> The strike was unsuccessful, the leaders were black-listed, and returning workers were forced to sign yellow dog contracts. Unionism once again disappeared from the packinghouse industry.

It was seven years before another attempt to unionize the industry was made. The successful strike of the Knights of Labor against Jay Gould and the Wabash Railway in 1885 produced an electric effect--thousands of workers rushed to join the organization. Packinghouse workers were no exception and approximately fifteen thousand of the

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<sup>17</sup>Nowak, op. cit., p. 4 and Orear, op. cit., p. 2.

<sup>18</sup>No date is given but it most likely was late in 1879 or early in 1880.

twenty thousand Chicago packinghouse workers joined the union.<sup>19</sup> The "Knights" were basically industrial in structure and thus well-suited to the organization of the packinghouse industry where increasing mechanization was blurring craft lines.

At the same time as the "Knights" were organizing the packing industry, the demand for the eight hour day became prevalent throughout the American labour movement. The Federation of Organized Trades and Labor Unions, the forerunner of the American Federation of Labor, called for a nation-wide strike demonstration on May 1, 1886, to demand universal recognition of the eight hour day. On that day, 380,000 workers in the United States, among them the packinghouse workers of Chicago, walked off their jobs. The packers were caught off guard and hastily agreed to cut the work day from ten to eight hours with no reduction in take home pay. However, in October of the same year, the packers, led by P. D. Armour, repudiated the agreement and rescheduled the ten hour day. The packinghouse workers struck in protest. Terrence V. Powderly, Master Workman of the Knights of Labor, commanded the men to return to work. On November 1, the men struck again. Powderly once more

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<sup>19</sup>N. J. Ware, The Labor Movement in the United States (Massachusetts: Peter Smith, 1959), p. 152.



ordered the men to return to work on the penalty of expulsion from the "Knights." As N.J. Ware points out,<sup>20</sup> Powderly was against all three strikes partly because he was temperamentally opposed to aggressive measures, partly because there was no proper preparation, and partly because a rival labour organization had initiated the strike issue. With divided leadership the strike collapsed and with it the organization of the Knights of Labor in the Chicago packinghouses.

Although driven out of the Chicago packinghouses, the "Knights" still held on in the outlying cities where strikes were won in Omaha and Kansas City as late as 1892. The final blow which put an end to the "Knights" organization in the industry came in 1894. In that year the packinghouse workers of Omaha and East St. Louis staged a sympathy strike in support of the American Railway Union's strike against the Pullman Company.<sup>21</sup> Consequently, the militia was mobilized, the strike broken, the leaders black-listed, and the Knights of Labor were completely swept from the industry.

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<sup>20</sup>Ibid.

<sup>21</sup>The packinghouse workers of Chicago also participated in this sympathy strike but it was a spontaneous demonstration and not directly organized by the Knights of Labor (Commons, op. cit., p. 1).

The "Knights" structure was ideally suited to organizing the mass of unskilled workers in the packing industry. This is demonstrated by the fact that within the space of only two or three years they had almost completely organized the whole industry. However, the "Knights" failed to maintain themselves in the industry. There can be but little doubt that this was due to the weak and vacillating leadership of Terrence Powderly. In view of the fact that he backed the eight hour movement in principle, but refused to participate in the general strike which attempted to put it into practice; that he called off the Chicago packing-house strike when it was nearly won; and that he committed similar mistakes in other industries, Ware's description of him seems very apt:

He was a windbag whose place was on the street corner rousing the rabble to concert pitch and providing emotional compensation for dull lives. They should have thrown him out, but they did not. Instead, with the stupid loyalty of a dog for an abusive master they clung to him as to a savior. He offered, even pleaded, to resign over and over, but they refused to listen. For fourteen years they kept him at the head of their organization in spite of obvious disqualifications for the job.<sup>22</sup>

The main significance of the "Knights" in the packinghouse industry was that they represented the first experiment in organizing the packinghouse workers on a nation-wide industrial basis.

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<sup>22</sup>Ware, op. cit., p. xvi.

III. UNIONISM IN THE AMERICAN MEAT PACKING  
INDUSTRY 1897-1916

Although labour unions had disappeared from the meat packing industry, the grievances which encourage workers to form such organizations had not. The major grievances of packinghouse workers in the last decade of the nineteenth century were "speed-up" and related "rate cutting." In the year 1884, for example, five splitters in an average gang processed eight hundred cattle in ten hours or sixteen per hour for each man. The splitter's wage was forty-five cents per hour. In 1894, the speed had been increased so that four splitters got out twelve hundred cattle in ten hours, or thirty per hour for each man, an increase of nearly 100 per cent in ten years. The wage had been reduced to forty cents an hour. Other occupations had been speeded up and other rates of pay had been cut in similar proportions.<sup>23</sup>

A second grievance of packinghouse workers was

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<sup>23</sup>All the details in the above paragraph are cited in Commons, *op. cit.*, pp. 7-9. Commons claims that the main grievance sparking the organizing of 1901 in Chicago was the "speed-up" and that the first act of the union was to unilaterally put into effect a reasonable scale of work. "The majority of the skilled men consider the restriction as the main blessing which the union has brought them. For they say that formerly they were speeded up until they were 'in a sweat' all day, exhausted at night, and useless after 40 years of age. . . (*ibid.*)."

favouritism in obtaining jobs and promotions. A personal friend of the foreman, or one of his own nationality was more likely to be chosen for employment or promotion than the man who was best qualified or who had the most seniority.<sup>24</sup>

The irregular nature of the work was a source of constant complaint among packinghouse workers. This irregularity was composed of three elements: an irregular work year, an irregular work week, and an irregular work day. Part of the work force was laid off for three or four months every summer when work was slack. Generally the most unskilled workers were laid off while the relatively skilled workers were down-graded in an attempt to give them nearly full time. As a result of erratic shipments of livestock by farmers, however, the packers were rarely able to furnish full time even for those who were not laid off.<sup>25</sup> Professor Commons has compiled a table which shows that the average weekly earnings of the highest skilled workers who had a

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<sup>24</sup>Thompson, op. cit., p. 90.

<sup>25</sup>Farmers usually shipped their livestock on the week-ends and it arrived at the stockyards during the middle of the week. Consequently, the packinghouses were extremely busy during the middle of the week and almost idle on Mondays and Saturdays (ibid., p. 91).

"steady job"<sup>26</sup> varied from \$14.11 in 1897 to \$21.70 in 1902 and that the average number of hours worked per week varied from thirty-five to forty-six. Thus the time actually worked and the wages actually earned varied from 58.3 per cent to 76.6 per cent of the possible time and earnings on the basis of the scheduled sixty hour workweek. The number of hours worked and the earnings of the less skilled workers were even less and varied more.<sup>27</sup> Finally, this situation was made worse by the irregular nature of the work day. Livestock generally reached the stockyards during the night and were purchased by the packers early in the morning. Seldom, however, were they delivered on the killing floor before nine o'clock and often not until ten or eleven o'clock. Furthermore, since the stockyards companies charged for holding cattle overnight, the packers insisted that all animals purchased on a given day had to be slaughtered and processed on that same day. Consequently, the men would report for work in the morning between seven and nine o'clock, as notified the night before. If the livestock were on hand they began work. If the livestock were not yet ready, a notice would be posted to begin work at ten,

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<sup>26</sup>That is to say, men who were kept on the work force throughout the year and did not miss work on account of sickness, accident, or other causes.

<sup>27</sup>Commons, op. cit., pp. 12-13.

eleven, or twelve o'clock, as the case might be. The men received no pay for the time spent waiting and then they would be required to work until late at night, in order to dispose of the day's arrivals.<sup>28</sup>

In view of these conditions, it is not surprising that the desire to unionize the meat packing industry still existed not only among packinghouse workers, but among other trade unionists as well. In 1896, in Cincinnati, at the annual convention of the American Federation of Labor, a resolution was passed calling for the establishment of an international union to organize the meat packing industry. As a result, the Amalgamated Meat Cutters and Butcher Workmen of North America was established in 1897 at Nashville, Tennessee.

In 1898, an Amalgamated local was secretly organized in Chicago but spies infiltrated the local and the members were fired.<sup>29</sup> In 1900, the Amalgamated's first president, Michael Donnelly, went to Chicago to try to organize the packinghouse workers. Initially, the organizing was kept secret, but in 1901 it was brought into the open. Step by step the union won concessions from the packers and by 1903

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<sup>28</sup>Ibid., p. 13. For more evidence of the irregular nature of the work see Abbott and Breckinridge, op. cit., pp. 644-649 and Thompson, op. cit., pp. 91-92.

<sup>29</sup>Nowak, op. cit., p. 7.

it had a contract for all packinghouse workers. By 1904, it had twenty-eight locals with seventy-five thousand members.<sup>30</sup> One of the main reasons for the Amalgamated's success was that Donnelly organized within the framework of the Packing Trades Council. This Council was organized in August, 1901, and included, in addition to the Amalgamated, all the craft unions in the yards: coopers, teamsters, engineers, and others. In short, the Council was a federation of all unions in the industry which co-ordinated policy and prevented the employers from playing off one union against another. This type of organizing instrument was to prove successful once again in 1917.<sup>31</sup>

In May, 1904, Donnelly asked the mechanical trades to leave the Packing Trades Council, and reorganized it as a district council of the Amalgamated. This move was prompted, partly by petty bickering and jealousies among the various craft unions, and partly by the Amalgamated's belief that organization should be on a craft basis, rather than an industrial or semi-industrial basis. It was a serious mistake, however, for it shattered the solid front which the workers had presented to the packers. The packers correctly

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<sup>30</sup>T. W. Glocker, The Unit of Government in the Meat Cutters and Butcher Workmen's Union, cited by Corey, op. cit., p. 61.

<sup>31</sup>Infra, pp. 28-31.

interpreted the reorganization of the Council as being the result of dissension among the various unions and decided to launch an offensive. When negotiations opened with the Amalgamated later in 1904, the main demands of the union were for formal recognition and an increase in the basic minimum wage of unskilled workers from sixteen cents to twenty cents an hour.<sup>32</sup> The packers, however, offered to meet with the skilled workers only. The Amalgamated refused to accept this arrangement and went out on strike.<sup>33</sup> After eight days<sup>34</sup> partial victory came to the Amalgamated when the packers granted union recognition on a national scale and agreed to the arbitration of the remainder of the strikers' demands.

Inexperience and misunderstanding among the Amalgamated's leaders, however, robbed the workers of their victory. The strike settlement called for re-employment of all strikers within forty-five days.<sup>35</sup> Many of the active strike leaders in Chicago were not among the first rehired,

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<sup>32</sup> Commons, op. cit., p. 2. The union later reduced the minimum wage demand to 18½ cents per hour.

<sup>33</sup> This strike is described and analyzed by Commons, op. cit.

<sup>34</sup> Nowak, op. cit., p. 8, says the strike lasted six weeks. Corey, op. cit., p. 63 and Commons, op. cit., p. 1, claim it lasted eight days.

<sup>35</sup> Corey, op. cit., p. 62.



although it is quite possible that they would have been if the union had waited the forty-five days. But the union did not wait and called another strike. The strike was in violation of the agreement just made, which bound both the employers and the union to submit all grievances to arbitration.<sup>36</sup> This time, therefore, the strikers had a bad case, the union's funds were exhausted, and the spirit of the men spent. The packers brought in strike breakers--men from their own branch houses for the skilled jobs and Negroes<sup>37</sup> for the unskilled occupations--and the strike and the union were shattered.<sup>38</sup>

The Amalgamated retreated from Chicago and satisfied itself with a foothold in small, independent plants, turning more and more towards the organization of butchers in retail shops. As a graphic illustration of its defeat, the union headquarters were moved from Chicago to Syracuse, New York, far from any large packing plants.

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<sup>36</sup>Commons, op. cit., pp. 1-2.

<sup>37</sup>The Negroes were attracted by the relatively easy work, the free board and lodging, and wages of \$2.25 a day instead of the \$1.85 per day the union was asking (ibid., p. 30).

<sup>38</sup>Even Corey who is very impressed with the Amalgamated and its leaders admits that, "A large part of the blame for this wrecking of the union must be put upon inexperienced, incompetent, and irresponsible leaders. . . (op. cit., p. 63)."

The Amalgamated's organizational efforts were impeded by two main factors: the craft structure of the union and the heterogeneous nature of the labour force. The "crafts," especially the more highly skilled ones, were the main basis of the Amalgamated's structure. Yet, there were not enough skilled workers in the meat packing industry to form powerful craft unions. It was noted in 1905 that the industry's labour force had been classified into over thirty specialties and twenty rates of pay, from sixteen cents to fifty cents an hour. In a gang of 230 men, killing 105 cattle an hour, there were but 11 men paid fifty cents an hour, 3 men paid forty-five cents an hour, 86 paid between twenty and forty-five cents an hour, and 144 receiving less than twenty cents an hour.<sup>39</sup> Thus any organizing drive based mainly on the "skilled crafts" was unlikely to succeed.

This structural weakness was compounded by first the ethnic and later the racial composition of the work force. At the time of the strike of 1886, the industry's labour force was composed mainly of Americans, Irish, and Germans. Not long after, Bohemians and Poles began to enter the industry in large numbers, followed in 1899 by Slovaks and Lithuanians. The Negroes first came during the sympathy

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<sup>39</sup>Commons, op. cit., pp. 3-4.

strike of 1894 when they were imported as strikebreakers. Their numbers were supplemented during the strikes of 1904 and 1921. This resulted in race hatred between white and black which was intensified by the discriminatory practices of some local unions. The heterogeneous nature of the labour force worked to the packers' advantage for it was an easy matter to play off one group against another. Moreover, union organizers could not appeal to a common culture, language, or tradition in order to solidify the work force. Finally, the immigrants came from countries in which the average standard of living was even lower than that prevailing among the labour force of the American meat packing industry and this reduced the impetus to improve working conditions. "The new arrivals . . . swell the ranks of the thousands waiting at the packinghouse gates every morning, and to these," as Commons has pointed out, "there is little difference between 18 cents and 16 cents an hour."<sup>40</sup>

#### IV. UNIONISM IN THE AMERICAN MEAT PACKING INDUSTRY 1917-1932

In July, 1917, William Z. Foster,<sup>41</sup> who at this time

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<sup>40</sup>Ibid., p. 32.

<sup>41</sup>Foster later became leader of the Communist Party in the United States.

worked as a railway carman in the Chicago stockyards, persuaded the Chicago District Council of the Railway Carmen<sup>42</sup> and the inactive Local 87 of the Amalgamated Meat Cutters to request the Chicago Federation of Labor to initiate an organizing campaign in the packinghouse industry. On July 15, a resolution calling for a joint organizing campaign of all trades in the packing industry was passed unanimously by the Chicago Federation of Labor.<sup>43</sup> John Fitzpatrick, President of the Chicago Federation of Labor, was elected chairman of the national organizing committee and Foster was elected secretary.

The first step was to get all the unions with jurisdiction in the Chicago yards to agree to the formation of a Stockyards Labor Council. Permission was granted by every international, Foster was elected secretary of the Council, and the campaign began. Foster has claimed that the more progressive union leaders decided that rather than set up a dual "one big industrial union" which "would have split our forces . . . we decided to move towards industrial unionism by setting up an industrial federation and by locking the various component craft unions so firmly together under one

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<sup>42</sup>The carmen were an important craft in the packinghouse industry because they built the refrigerator car.

<sup>43</sup>Foster, op. cit., p. 22.

council, one executive board, one set of business agents, etc., as to create a firm front in the whole industry."<sup>44</sup>

This idea of industrial federation had proved successful in 1901-1904, and it proved to be successful once again in 1917. The response to the organizing drive was overwhelming. More than two hundred thousand workers came into a dozen federated unions during the course of the campaign.<sup>45</sup> Soon organization spread to Sioux City, St. Louis, Fort Worth, Omaha, Kansas City, St. Joseph, St. Paul, Oklahoma City, Denver, and other packing centers.<sup>46</sup>

Once organized, the unions presented the packers with a set of demands: union recognition, an eight hour day, an increase in wages, equality of treatment regardless of sex or race, and the establishment of a formal grievance procedure. The packers ignored the demands and the unions took a national strike vote which was overwhelmingly in the affirmative. Under the threat of a national strike, and at the insistence of President Wilson that there be no interruption of wartime meat production, the packers agreed to accept a government appointed arbitrator whose decision would be binding.

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<sup>44</sup>Ibid.

<sup>45</sup>Ibid., p. 29.

<sup>46</sup>Ibid., p. 25.

Judge Samuel Alschuler of Chicago was appointed as the arbitrator. In April, 1918, he brought down his award which ordered: an eight hour day; double time for Sundays and holidays; the ninth and tenth hour per day to be paid at time and one-fourth, after the tenth hour the penalty was time and one-half; hourly wages to be raised  $3\frac{1}{2}$  cents and  $4\frac{1}{2}$  cents, the larger amount going to those earning under thirty cents an hour; wage rates to be the same for women doing the same type of work as men; a guarantee of forty hours of work or pay each week; employees not to be discharged for union membership or activity; and the employers to provide proper dressing rooms and lunch rooms. The award applied to all the plants operated by the "Big Five." In Chicago, unionists accepted the award at an Easter morning meeting attended by forty thousand workers. The unions then forced the Alschuler award upon the multitude of small, independent packers and the subsidiary sections of the industry from retail butcher shops to glue and fertilizer plants.

The packinghouse victory marked a new high level in American labour organization. It was the first mass production industry to be organized. Moreover, the organization was accomplished on the application of the industrial union principle, at least in modified form.

Even before it could consolidate its gains, group rivalries began to undermine the Stockyards Labor Council.

Many of the craft unionists, especially Dennis Lane, Secretary-Treasurer of the Amalgamated, felt their influence waning under the Stockyards Labor Council and began to press for the re-establishment of the old craft system. In July, 1919, Lane was successful in forming a new Packing Trades Council in Chicago, better known as District 9 of the Amalgamated. Only about two thousand members joined it, whereupon Lane expelled forty thousand of his union's members who remained affiliated to the Stockyards Labor Council. The disunity disease spread. Soon there were three separate councils: the Packing Trades Council which included all the butcher workmen; the Mechanical Trades Council; and the Stockyards Labor Council which now embraced only the unskilled. Other unions remained completely unaffiliated. Among them were the all-Negro organizations, the by-products of the 1919 Chicago race riot and the hostility of white workers.<sup>47</sup> Thus the industrial solidarity which had been the key to success in the organization of the industry was destroyed.<sup>48</sup>

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<sup>47</sup>For a description and analysis of the Chicago race riot of 1919 see The Chicago Commission on Race Relations, op. cit.

<sup>48</sup>Corey in his version of this period, op. cit., pp. 283-289, claims that it was the Amalgamated who spearheaded the 1917 organizing drive. He mentions the Stockyards Labor Council in one paragraph only and dismisses it as "a source of intrigue, factionalism, and disruption" whose "secretary

Into this already chaotic situation, the packers introduced more confusion by establishing company unions which went under the name of Employee Conference Boards. The Boards were composed of twelve employee representatives, approved by management, and twelve company representatives. All decisions required a unanimous vote and final approval by the plant manager. The company unions received a fairly good reception due to the anti-unionism of the Negro worker and the anarchy created by the craft unions in the stockyards.

In the meantime, Judge Alschuler continued to bring down rulings on all labour disputes. From his twenty-five cent minimum ruling of 1917, Alschuler's orders had progressively raised wages until they reached fifty-three cents in December, 1920.<sup>49</sup> In the face of such favourable rulings it must have appeared to the craft unions that the luxury of disunity could easily be afforded. Such was not the case, however.

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was William Z. Foster who several years later became a Communist." He further argues that the Stockyards Labor Council tried "to shunt aside the Amalgamated; which fought back." The evidence, however, would seem to suggest that it was the Amalgamated that tried to "shunt aside" the Stockyards Labor Council. This impression is further supported when it is remembered that the Amalgamated did the same thing in 1904. See Nowak, op. cit., p. 11; Foster, op. cit., pp. 30-31; and Orear, op. cit., p. 3.

<sup>49</sup>Orear, op. cit., p. 4.



In February, 1921, the packers notified the Secretary of Labor that since the war was over, so was their agreement to abide by Alschuler's awards. One week later with the approval of the Employee Conference Boards, the packers cut wages 12 to 15 per cent. In November, once again with the approval of the Boards, the packers cut wages by 10 per cent.<sup>50</sup>

The Amalgamated responded on December 5, 1921, with a strike. However, due to the recruitment of strike-breakers, the mobilization of the militia in Kansas and Minnesota, the depression and unemployment of 1921, and the factionalism within the union, the strike collapsed on January 30, 1922. The Amalgamated was driven from the industry and it turned once again to the organizing of retail butcher shops.

Thus from 1869, packinghouse workers had tried to organize into unions. The unions broke apart, reformed, and broke apart again. Many factors account for the failure of the unions to maintain organization in the industry: poor leadership, a heterogeneous labour force, the Negro problem, lack of finances, and factionalism. However, more important than all these was the fact that there were not enough skilled workers in the packing industry to form powerful

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<sup>50</sup>Ibid.

craft unions, yet the craft structure was the principal form tried in the industry. Only industrial unionism, which ignores distinctions of skills and crafts, could meet the needs of the heterogeneous and unskilled packinghouse workers. Certainly the initial success of the Knights of Labor in 1886 and of the semi-industrial Packing Trades Council of 1901-1904 and the Stockyards Labor Council of 1917-1919 lends support to this conclusion. Future union experience in the industry also lends weight to this view.

#### V. UNIONISM IN THE AMERICAN MEAT PACKING INDUSTRY 1933-1963

The year 1933 ushered in three developments which were to be of significance for packinghouse workers: the depression reached its lowest point, Franklin D. Roosevelt was elected President of the United States, and unions once again appeared in the packing industry.

By 1933 the depression, although a long way from over, touched bottom. In that year wages in Chicago packing plants had fallen to thirty-six cents an hour, the lowest level since 1919.<sup>51</sup> Moreover, thousands of packinghouse workers were idle.

The election of the New Deal Administration marked a

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<sup>51</sup>Ibid., p. 5.

sharp change in the traditional attitude of government toward labour organization. The new Administration pursued a policy which encouraged and assisted the organizational efforts of trade unions. Its position was made clear in the National Industrial Recovery Act of 1933. The N.I.R.A. provided the following: employees were given the right to organize and bargain collectively through agents of their own choosing without employer interference; employers were forbidden to discriminate against union members; yellow dog contracts were made illegal; and it was illegal for an employer to force an employee to join a company union. The National Labor Board was set up to administer the Act. In short, the right of workers to organize unions and to bargain collectively was made public policy. At least this provided an atmosphere in which a rebirth of unionization in the packinghouse industry could take place.

The first signs of what was to become a new packinghouse union appeared in July of 1933. In Austin, Minnesota, Frank Ellis<sup>52</sup> spearheaded a drive to organize the George Hormel plant into a militant, all-inclusive type union entitled the Independent Union of All Workers. The union

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<sup>52</sup>In 1943, Ellis became a vice-president of the U.P.W.A. Prior to organizing the Hormel plant he had been active in the International Workers of the World for many years. This, no doubt, largely explains the one big union structure of the Independent Union of All Workers.

prepared to strike for recognition on September 23, 1933. In the meantime, fearful that the strike would hurt the town's business, the local Austin businessmen pressured Hormel into recognizing the union. The respite was short-lived, however, for subsequent negotiations with Hormel proved unfruitful and the union staged a sit-down strike on November 10. Partly as a result of the strike, and partly because of the intervention of Minnesota's Farmer-Labor Party Governor, Hormel agreed to arbitrate the dispute. The result of the arbitration was a four cent increase for those making below fifty cents an hour and three and two cent increases for those above.<sup>53</sup>

In August of 1933, a group of workers in the Wilson plant in Cedar Rapids launched a union and soon recruited over one thousand members. The company, however, refused to bargain and as a result the union called a strike in April, 1934. The strike lasted six days after which time the company agreed to discuss grievances with a union committee and to lay off and rehire by seniority.

In the next few years local unions were also formed in other centers as well: Swift in Milwaukee, the Armour plant in St. Paul, and in Chicago the Stockyards Labor Council was reorganized, although it later had to disband

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<sup>53</sup>Orear, loc. cit.

due to lack of funds and organizers.

It can be seen that in spite of the N.I.R.A. almost all of these unions were established in the face of forcible opposition and had to strike for recognition. The N.I.R.A. was ineffective for two reasons: First, the National Labor Board proved unsuccessful because it had no power to enforce its decisions. Secondly, on the assumption that the Supreme Court would declare it unconstitutional, employers tended to ignore the Act. The Supreme Court substantiated this assumption in May, 1935.

Almost immediately after the N.I.R.A. was declared unconstitutional the New Deal Administration passed the National Labor Relations Act, or as it is better known, the Wagner Act. The Act was designed to foster collective bargaining by ensuring employees the right to organize and by requiring employers to bargain in "good faith." The administration of the Act was entrusted to the National Labor Relations Board. The N.L.R.B. had the power to subpoena witnesses, hold elections, and use the federal courts to enforce its decisions. The constitutionality of the Act was upheld by the Supreme Court in 1937. The Act was hailed by organized labour as its "Magna Carta" and it gave a great impetus to union organization in the packinghouse industry and elsewhere.

Organization up to this time was strictly on a local

basis. There was, as yet, no national leadership or coordination. National leadership was soon to be provided, however. At the end of 1935 John L. Lewis and seven other trade union leaders within the American Federation of Labor formed the Committee for Industrial Organization for the purpose of encouraging unionism in the mass production industries.<sup>54</sup> On December 16, 1936, representatives of the packinghouse workers at Austin and Cedar Rapids met and signed a document declaring it their purpose "to seek and obtain affiliation with the Committee for Industrial Organization."<sup>55</sup> Almost simultaneously, the Chicago packinghouse workers sent a three man committee to ask Van A. Bittner, top C.I.O. representative in the Chicago area, for his support in a new move to organize the city's packing industry. The C.I.O. agreed to help.

The packers, who for the most part had been silent up to now, decided to launch an offensive. The offensive was not their usual one of forcible opposition including everything from economic coercion, through physical violence, to military assault. The use of such tactics was on the

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<sup>54</sup>In 1938, the affiliates of the Committee for Industrial Organization were expelled from the American Federation of Labor and the Committee changed its name to the Congress of Industrial Organization and elected John L. Lewis as its president.

<sup>55</sup>Orear, loc. cit.

decline as a result of the growing political power of trade unions, the trend of public opinion, and the Wagner Act which prohibited all forms of coercion as unfair labour practices. Consequently, the packers to avoid being unionized had to fall back on the strategy of what Professor Reynolds calls "peaceful competition."<sup>56</sup> Basically, the strategy is an effort to convince the workers that they do not need to join a union to protect their interests; that they will do better to protect themselves by "going along with the company." The tactic used by the packers to advance this strategy was a voluntary wage increase. On March 9, 1937, the packers raised the wages of 82,000 workers by nine cents an hour. The pay boost was substantial for those times and brought the basic male labour rate in Chicago to 62½ cents per hour. "The action, according to stockyard rumours here, was taken to forestall the C.I.O. whose activities in the motor and steel industries have been carefully watched by the packers," reported The Chicago American.<sup>57</sup> However, as is usually the case, this tactic proved unsuccessful. Wages are only one of a number of factors influencing the worker's satisfaction with his job.

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<sup>56</sup>L. G. Reynolds, Labor Economics and Labor Relations (New Jersey: Prentice Hall, 1956), pp. 169-177.

<sup>57</sup>Orear, op. cit., p. 6.

In fact, during the Great Depression wages were not the main issue at all; far more important were job security and grievance procedure. Thousands of workers joined unions during the thirties simply because they felt that lay offs had been unfairly conducted and they wished to prevent a recurrence of such experiences. Thus, in spite of the wage increase local unions continued to be formed under the C.I.O. banner.

By the fall of 1937, John L. Lewis felt that organization in the packing industry had developed to such a degree that it required a special committee to administer its affairs. Consequently, on October 24, 1937, the Packinghouse Workers Organizing Committee (P.W.O.C.) was formed and Art Kamfert appointed as its National Director. The strategy of the P.W.O.C. was to organize the center of the industry, the plants of the "Big Four," on the assumption that these firms would set the pattern for the whole industry. The strategy proved fairly successful and during the next year the P.W.O.C. won election after election: at Armour in St. Joseph, Morrell in Ottumwa, Cudahy in Denver, Armour in Chicago, and so on.

In spite of certification, and in spite of the Wagner Act, however, most of the packers still refused to negotiate. Consequently the P.W.O.C. modified its strategy. It





singled out one company, Armour,<sup>58</sup> for a showdown. On July 16, 1939, at a huge rally of sixteen thousand people in Chicago, John L. Lewis announced that the P.W.O.C. would strike Armour in the fall just prior to the October hog rush. Partly due to the threat of a strike, and partly due to the pressure of government officials,<sup>59</sup> Armour gave way on September 19 and agreed to negotiate at each plant represented by the P.W.O.C. The first contract was signed on February 10, 1940,<sup>60</sup> and by the end of the year the P.W.O.C. had agreements at seventeen Armour plants and a few Swift plants. In spite of union pressure for a master agreement, the companies agreed to negotiate on a local basis only. However, on August 8, 1941, the National Defense Mediation Board ordered Armour to sign a master agreement. Cudahy and Swift soon followed suit. Wilson had yet to sign any type of agreement.

The initial post-organization strategy of the packers

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<sup>58</sup> Armour was chosen because it was one of the largest meat packing firms and it had the highest degree of unionization of all the nationally operating companies.

<sup>59</sup> This was a test case for the Wagner Act which required that management must bargain with the union in "good faith." The Secretary of Labor, Miss Frances Perkins, consequently applied a great deal of pressure to the packing companies.

<sup>60</sup> For the full text of the February 10, 1940 agreement see The Packinghouse Worker, February, 1960, p. 7.

was still one of "peaceful competition." In April, 1941, the packers voluntarily gave a wage increase of 8 per cent across the board. Once again this tactic was unsuccessful. The P.W.O.C. pushed ahead with its original demands and in the August 8 agreement won five cents in addition to the packers' earlier 8 per cent.<sup>61</sup>

With the outbreak of the Second World War, the War Labor Board began to control all collective bargaining negotiations and the labour movement generally gave a no-strike pledge to the government. The 1942 negotiations were carried to the War Labor Board and finally on February 9, 1943, eight months after negotiations started, the Board handed down its Directive which ordered, among other things: checkoff and maintenance of membership provisions, and Wilson and Company to sign a master contract. There was no wage increase.

The year 1943 was significant for two reasons: the United Packinghouse Workers of America was born, and negotiations which were to last for twenty-two months commenced. On October 16, 1943, the P.W.O.C. was dissolved and replaced by the United Packinghouse Workers of America, a fully autonomous international union within the Congress of Industrial Organization. At this time the union had sixty-

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<sup>61</sup>Orear, op. cit., p. 9.

seven thousand members.

In August, 1943, annual negotiations with the packers opened. By January, the War Labor Board had taken over. The War Labor Board hearings dragged on for twenty-two months. Finally on February 20, 1945, the War Labor Board produced its Directive. From the union's point of view, it might be argued that the Directive was worth the long wait for many of the familiar paragraphs in today's contracts trace their origin to this document. The Directive ordered the following:

1. A three week vacation after fifteen years service.
2. An increase in the weekly guarantee to thirty-six hours.
3. A night premium of five cents.
4. A cash allowance for work clothes.
5. Paid clothes-changing time.
6. Knives and other hand tools to be furnished by the company.
7. Overtime on piece work earnings.
8. Piece work earnings computed on a daily basis.
9. Arbitration of grievances and time limits in the grievance procedure.
10. A reduction of wage differentials among the "Big Four" plants.
11. The bracket system of job rate structure.
12. An average pay increase of two cents an hour.

From the time the United States entered the war until the war's end, wages in the packing plants had been increased by only two cents an hour. Consequently, with the end of the war in 1945, the U.P.W.A. stressed wages in its bargaining demands, asking for a twenty-five cent an hour increase. The packers replied with a four cent offer. The union responded to this offer with a strike. On January 16, 1946, the first national strike in the industry since 1921 began.<sup>62</sup> Under his wartime powers which were still in effect, President Truman declared the situation a national emergency and seized the industry. The government set up a fact-finding board, agreed to abide by the board's decision, and the union called off the strike. The government board recommended a sixteen cent an hour wage increase. It was the largest increase in the history of the industry. Later in the year the U.P.W.A. won eight paid holidays and company-paid sick leave.

Events were going well for the U.P.W.A. Then came 1948. Earlier in the year the Amalgamated Meat Cutters had settled in its negotiations for a nine cent an hour increase. The U.P.W.A. refused to accept this on two grounds:

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<sup>62</sup>The Amalgamated Meat Cutters agreed to strike the plants in which they were organized. It should also be noted that the Amalgamated was now organized on an industrial rather than a craft basis.

It felt that the American pattern of wage increases that year justified a larger increase than nine cents in the packing industry. More important, the U.P.W.A. felt that since their union covered the majority of the workers in the packinghouses that they, rather than the Amalgamated, should set the pattern. The packers were determined not to offer more than nine cents. On March 16, 1948, the U.P.W.A. struck sixty-five plants of the "Big Four," Morrell and Company, and Rath Packing Company.<sup>63</sup> The packers held firm, however, and after ten weeks the strike was called off; the U.P.W.A. accepted the nine cents. The strike failed due to several factors: the great length and consequent cost of the work stoppage to the union, factionalism within the union, and the precedent-setting nature of the Amalgamated's agreement. Most important, however, was the fact that the packers were able to continue producing in their non-U.P.W.A. plants.<sup>64</sup> Although the strike failed, it did point

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<sup>63</sup>Corey, op. cit., pp. 299-304, argues that the strike was initiated and encouraged by the communists within the U.P.W.A. He even refers in a quotation to the "Helstein-Communist alliance." The kindest thing that can be said for this interpretation is that it is wrong. The strike was not initiated by the communists and Mr. Helstein is not a communist. It would seem that Lewis Corey is overcompensating for his own communist background. See Esther Corey, "Lewis Corey (Louis C. Fraina) 1897-1953: A Bibliography With Autobiographical Notes," Labor History, IV (Spring, 1963), pp. 103-131.

<sup>64</sup>Most of the output came from Swift plants organized by the company union, the National Brotherhood of Packing-

out to the packers that they could not just sign with the Amalgamated and then expect the U.P.W.A. to follow suit.

The U.P.W.A. was in difficulty. Over seven hundred strikers were discharged; the union ended the year with a deficit of \$7,111;<sup>65</sup> the Amalgamated began raiding operations on a large scale; and Wilson and Company refused to settle on any terms. Eventually, however, as a result of arbitration and direct negotiations, approximately 550 of the discharged employees were taken back; the union won twenty-two N.L.R.B. elections in contest with the Amalgamated; and by October, 1950, Wilson was forced by a nationwide C.I.O. boycott of its products and by the threat of another strike, to once again sign a master agreement. The gains of 1946 had been consolidated; the United Packinghouse Workers of America was firmly established.

The lesson to be learned from unionism in the packinghouse industry is that a union's structure must adapt itself to the structure of the industry. If, as in the meat packing industry, the bulk of the workers are unskilled, then the union must organize, not on craft lines, but across the whole industry. The unskilled, unlike the craftsmen,

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house Workers, and also from plants organized by the Amalgamated Meat Cutters and Butcher Workmen of North America.

<sup>65</sup>"Statement of Financial Condition," The Packinghouse Worker, May 27, 1949, pp. 7-10.

have nothing to bargain with but their numbers. The greater their numbers, the greater their strength. The United Packinghouse Workers of America realized that the packinghouse workers had more to gain by combined economic and political action as a group than by concerted action in several crafts. For this reason they were and are successful.

## CHAPTER III

### UNIONISM IN THE CANADIAN MEAT PACKING INDUSTRY

Trade unionism in the Canadian meat packing industry, as in the American, has been profoundly influenced by the development and the structure of the industry. It was only when the industry reached a certain stage of development that unionization became feasible.<sup>1</sup>

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<sup>1</sup>The material for this chapter has been drawn primarily from the following sources: J. T. Montague, "Trade Unionism in the Canadian Meat Packing Industry" (unpublished Ph.D. thesis, University of Toronto, Toronto, 1950). Montague's thesis covers the history of unionization in the Canadian meat packing industry from 1900 to 1947. This study forms the basis of this chapter, although it has been brought up to date and considerable material on the history and structure of the industry has been introduced. In addition, some of the evidence has been interpreted in a different manner. [J. S. Willis], The Story of Our Products (Kingston: Jackson Press, 1943). This is a history of Canada Packers written primarily by J. S. Willis, at that time the personnel manager of the company. J. S. Willis, "Meat Packing in Canada," The Canadian Banker, LV (1948), pp. 35-53. Canada's Meat Industry (Toronto: Meat Packers' Council of Canada, n.d.). John Lenglet, "History of the U.P.W.A.," Program of the U.P.W.A. Convention, 1946 (Toronto: U.P.W.A., 1946), pp. 6-11. Mr. Lenglet worked and organized in the Canadian meat packing industry during the 1930's and early 1940's. He was the research director of the U.P.W.A. for over fifteen years and is presently an Assistant Director of District 8. H. A. Logan, Trade Unions in Canada (Toronto: Macmillan, 1948), pp. 269-273. This pioneering account contains a number of errors. Report Concerning the Meat Packing Industry and the Acquisition of Wilsil Limited and Calgary Packers Limited by Canada Packers (Ottawa: Restrictive Trade Practices Commission, 1961).



## I. THE DEVELOPMENT OF THE CANADIAN MEAT PACKING INDUSTRY

The meat packing industry in Canada, as in the United States, started with the earliest permanent settlements. Early in the seventeenth century, Champlain imported cattle and his efforts to increase the total number of livestock were continued by succeeding governors. The census of 1666 indicated that a population of 3,215 possessed 3,107 head of oxen and cows with a few pigs, donkeys, sheep, and dogs.<sup>2</sup> However, New France was heavily forested, winters were long and hard, and the problem of providing winter forage for livestock was a serious one. Thus a majority of the livestock had to be slaughtered in the fall, herds did not grow rapidly, and beef and mutton were scarce until late in the nineteenth century. The most common meat, apart from venison, duck, and fish, was smoked or salted pork.

The demand for meat increased considerably during the late eighteenth and early nineteenth centuries as a result of the stationing of British troops in Canada and the development of the timber trade in the Ottawa Valley. A very extensive business of supplying pork and beef to British

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<sup>2</sup>Vernon C. Fowke, Canadian Agricultural Policy: The Historical Pattern (Toronto: University of Toronto Press, 1947), p. 22.

forces stationed in garrisons at Montreal, Kingston, and Niagara developed after 1790. Garrison demand likewise stimulated pork packing along the Bay of Quinte. Here in the season 1793-1794, the inhabitants cured 480 barrels of pork for the use of the soldiers.<sup>3</sup> In addition, after 1820, large quantities of pork were home-cured in the back townships of the St. Lawrence Counties and in the older parts of Lanark, Carleton, and Prescott for the lumbermen engaged in the expanding timber trade of the Ottawa Valley.<sup>4</sup>

In the 1860's, the demand for packed meat increased greatly. The Reciprocity Treaty of 1854 facilitated the export of livestock and meat products to the United States. In addition, the American Civil War not only created an unprecedented demand for meat for army stores, but also by withdrawing workers from agriculture it caused a reduction in the American supply of meat. Thus a new market was opened to Canadians and they began to export livestock and processed meats to the United States. As the Civil War demand for Canadian meat products slackened off, a new demand arose from Great Britain. Prior to 1870, not a single head of livestock had been exported to the United

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<sup>3</sup>Robert Leslie Jones, History of Agriculture in Ontario 1613-1880 (Toronto: University of Toronto Press, 1946), p. 23.

<sup>4</sup>Ibid., p. 119.

Kingdom. However, rinderpest hit Britain's cattle in the 1860's retarding the growth of herds, and sheep rot set in among the sheep in the late 1870's.<sup>5</sup> As a result, by 1880, Canadian exports of livestock and packed meats had begun and they continued until the end of the century.

The increase in supply to satisfy this new foreign demand came about as a result of a reversal in the fortunes of the Ontario grain producer. The opening of the Canadian Pacific Railway in 1885 enabled large quantities of wheat from the prairies to be shipped to Montreal. This resulted in increased competition in Eastern Canadian grain markets and forced down the price of Ontario wheat. Besides, hard western wheat was a better grain for milling than the softer Ontario wheat and was much preferred in export markets. In addition, the American government imposed a prohibitive tariff on barley in 1890. Prior to the tariff, barley was one of the principal crops of Ontario. Most of it was shipped across the Great Lakes to New York where it was used for malting purposes.<sup>6</sup> After 1890, however, this market was cut off. Thus Ontario farmers were deprived of two very important export markets and were forced to look for

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<sup>5</sup>S. B. Clough and C. W. Cole, Economic History of Europe (Boston: Heath and Co., 1952), p. 564.

<sup>6</sup>[J. S. Willis], The Story of Our Products (Kingston: Jackson Press, 1943), p. 22.

alternative outlets for their crops. The alternative chosen by the farmers was to use their grain to raise cattle and hogs. In short, the farmers marketed their unwanted grain in the form of livestock.

Up to 1890, meat packing was a small scale enterprise. The industry was dominated, as it was in an earlier era in the United States, by the merchant capitalist. Examples of typical packers in these days would be Joe Flavelle and William Davies.<sup>7</sup> Flavelle ran a flour and feed store in Peterboro. In return for flour and bran, he took in dressed hogs during the winter months. These he cut up, salted, and shipped, or resold as frozen carcasses to some slightly larger packer, such as Mr. Davies of Toronto. No slaughtering was done at Davies' firm. During the winter freshly dressed hogs were brought in from the countryside. Davies would defrost them, salt them down, and then pack and sell them in domestic and foreign markets.<sup>8</sup> It can

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<sup>7</sup>William Davies, who had learned the art of curing bacon in England, established his packing house in Toronto in 1854. In 1891, Davies merged with Flavelle, who in 1887 had moved his produce business from Peterboro to Toronto, and formed the William Davies Company, Limited. In 1901, this company merged with the firm of William Harris to form the Harris Abattoir Company, Limited. This firm became the nucleus around which bankrupt firms were merged in 1927 to form Canada Packers Limited. For a biographical sketch of William Davies see William Sherwood Fox (ed.), Letters of William Davies, Toronto, 1854-1861 (Toronto: University of Toronto Press, 1945), especially pp. 3-32.

<sup>8</sup>Willis, op. cit., p. 20.

readily be seen that these establishments were not packing-houses in the modern sense of the word; they were merely general provision stores which bought dressed hogs from farmers, cured them, and moved them into trade. Thus up to the 1890's, the Canadian meat packing industry was a small scale, seasonal, merchant-capitalist type industry, confined mainly to the production of pork.

Between 1890 and 1930, however, the whole course of development of the Canadian meat packing industry was greatly altered. Events occurred which resulted in an increased production of finished meats, especially beef, and greater industrialization and concentration of capital.

Since the early 1870's, a steady flow of cattle had been going from Canada to Great Britain. The cattle were unfinished and upon arrival in Britain were bought by English feeders, who held them for a few weeks until fat. In 1892, the British government, partly to prevent the importation of disease and partly due to the pressure of British cattle breeders, passed legislation which required that all imported cattle must be slaughtered within twenty-four hours of debarkation.<sup>9</sup> This legislation gave rise to two important developments in the Canadian meat packing

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<sup>9</sup>R. C. K. Ensor, England 1870-1914 (Oxford: Clarendon Press, 1936), p. 120.

industry. First, instead of shipping "feeders," Canadian packers were forced to export dressed beef. The recent innovation of refrigerated rail and sea transport made this feasible. Secondly, Canadian packers began to produce for the domestic market. This was made practicable by the increasing industrialization and urbanization of the Canadian economy with its attendant division of labour and specialization.

The increase in capital concentration may be attributed to three developments: the industrialization and mechanization of the industry, World War I, and the development of a sellers' market in the sale of livestock.

The same innovations which laid the basis for the industrialization of American meat packing--the tin can and refrigeration--made possible the industrialization of Canadian meat packing. Industrialization, in turn, resulted in increased capital requirements which limited entry into the industry, thus causing an increase in capital concentration.

The First World War contributed greatly to this trend of industrialization and concentration. During the war North America became the Allies' most important source of food supply. As a result plants were enlarged and production expanded. The war resulted not only in increased investment, but over-investment in terms of peace-time

conditions. At the end of the war, outlets for meat products were curtailed, and within three years the entire export market disappeared. In an attempt to survive, Canadian meat packers engaged in a period of vigorous competition. Prices were forced down and many firms failed.<sup>10</sup>

The existence throughout the 1920's of a buoyant foreign grain market was also detrimental to the position of the packer, for the farmer exported his grain and directed little to livestock production. Moreover, in 1924, Great Britain lifted import restrictions on Canadian cattle and large quantities were exported. In the face of these developments a sellers' market evolved in the sale of livestock. Thus the livestock market further worked to the disadvantage of the packer and even more firms failed.

Some firms survived, however, and provided the nucleus around which the bankrupt firms were merged. By 1930, three large firms--Canada Packers, Swift, and Burns--had emerged as the dominant force in the industry.<sup>11</sup>

The Great Depression served to strengthen the position of the packers and, in particular, the "Big Three."

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<sup>10</sup>Even the American giants, Armour and Wilson, were forced to leave the Canadian industry.

<sup>11</sup>See the Report of the Restrictive Trade Practices Commission, op. cit., chap. 4, for a discussion of this period.

The 1930's was a period of autarchy in world affairs. Foreign demand for cattle and grain was restricted and Canadian farmers turned to the production of livestock for the domestic market. The livestock market became more favourable to the buyer. In addition, the Department of Agriculture instituted a system of bonuses for better grades of animals. This encouraged farmers to raise better livestock and, since the bonus was paid at the packinghouse, to sell them to the packers. Most important, however, the Ottawa Agreements of 1932 established a bacon quota. Under the terms of the Agreements, Britain established quotas for the import of hams and bacon from all countries. All European quotas were drastically reduced while the Canadian quota was greatly enlarged. Thus, unlike many industries, meat packing emerged from the depression with a relatively good financial position. By the outbreak of World War II the structure of the Canadian packinghouse industry, as we know it today, was firmly established. Large government contracts during the war further stabilized the industry and consolidated the position of the "Big Three."

## II. UNIONISM IN THE CANADIAN MEAT PACKING INDUSTRY 1901-1921

The history of labour organization in the American meat packing industry made evident that the necessary



prerequisites of unionization in this industry were year round production, industrialization and mechanization, and concentration of capital. Moreover, a general survey of Canadian labour history after 1860 makes evident that unions in almost every industry received their impetus from the union in the corresponding industry in the United States. Thus it might reasonably be expected that unionism in the Canadian packinghouse industry would appear shortly after the industry acquired the above characteristics and when American packinghouse unions were enjoying periods of sustained growth and had the money and the organizers to spare for work in Canada.<sup>12</sup> Since the Canadian packinghouse industry began to undergo its required transformation around the turn of the nineteenth century, and since the first period of sustained growth in American packinghouse unions was 1901-1904, it would be expected that union activity in the Canadian packinghouse industry would occur sometime after 1900.

In fact, the first overt union activity in the Canadian meat packing industry occurred in 1901. In that year a local of the Amalgamated Meat Cutters was established at the Whyte Packing Company plant in Stratford, Ontario.

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<sup>12</sup>There were three periods of sustained growth in the unionization of the American meat packing industry: 1901-1904, 1917-1921, and 1937-1963.

Shortly after the local was organized it struck for an increase in wages. The strike lacked organization and effective leadership and not surprisingly it failed, and the union collapsed.<sup>13</sup> The loss of this strike coupled with the general decline of the Amalgamated in the United States, due to the unsuccessful Chicago strike of 1904, meant that unionism receded from the Canadian packinghouse industry.

In Canada, as almost everywhere else, there was a tremendous amount of labour unrest by the end of the First World War. The workers had been told that they were fighting and producing for a better world--a world of freedom and abundance. However, this type of world did not materialize during the course of the war or the immediate post-war period. Instead of abundance, the Canadian economy was characterized by falling real wages, housing shortages, depression and unemployment, and great variations in wealth.<sup>14</sup> The worker became convinced that he had borne the brunt of the war financially as well as physically. Instead of freedom, Canadian society was characterized by restrictions on freedom of speech, assembly, and press. This economic and social environment was favourable to union

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<sup>13</sup>Montague, *op. cit.*, p. 27.

<sup>14</sup>A rentier class grew up during the war, and there was no excess profits tax until 1916. This resulted not only in great variations of wealth but also in a fairly marked class structure.

organization. Strikes and lockouts reached an all time high in size and frequency in 1919, and by 1921 the Trades and Labour Congress had reached a peak it was not to attain again until World War II.<sup>15</sup>

It was in this atmosphere that the second major attempt to organize Canadian packinghouse workers was launched. Operating within the framework of the Stockyards Labor Council, the Amalgamated reappeared in the American packinghouse industry and by 1918 had over one hundred thousand members. Once again the Amalgamated was firmly enough established in the United States that it could turn its attention to Canada. In 1918, the Amalgamated reorganized the Whyte Packing Company plant at Stratford and in August staged a two day strike in support of a demand for a wage increase. In spite of the fact that this strike was as badly organized as the one in 1901, wage increases were granted by the company and the men returned to work. By the end of the year, the Amalgamated had chartered five other locals. In 1919, five additional locals were chartered.<sup>16</sup>

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<sup>15</sup>In 1919, there were 332 strikes and lockouts involving 148,915 workers, and a loss of 3,400,942 man-days. (Strikes and Lockouts in Canada During 1947 (Ottawa: Department of Labour, 1948).) In 1921, the membership of the Trades and Labour Congress was 173,778. (Twelfth Annual Report on Labour Organization in Canada (Ottawa: Department of Labour, 1923).)

<sup>16</sup>Montague, op. cit., p. 30.

Early in 1919, the packinghouse workers in all the Toronto plants were organized into Local 188. Once organized, the local requested a meeting with the packers to discuss wage increases. The packers refused the request and on May 5, the union responded with a strike. The union then sought government intervention under the terms of the Industrial Disputes Investigation Act.<sup>17</sup> Normally, the industry did not fall within the scope of the Act but, by mutual consent of the companies and the union, an Industrial Disputes Investigation Board was established and an agreement was reached. The agreement included a forty-eight hour week, a weekly guarantee of forty hours, time-and-one-half for overtime, double time for Sundays and holidays, a formal grievance procedure, seniority provisions, certain clothing to be provided at half the cost, and an increase in wages of six cents for males and five cents for females. The contract was signed by Local 188 for all the packinghouse workers in the Toronto area and a single individual signed for all the negotiating packers.<sup>18</sup> The agreement contained

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<sup>17</sup>It is interesting to note that when organized labour is weak, it is in favour of government intervention and compulsory arbitration but when it is strong, it is against both.

<sup>18</sup>The fact that this agreement was on a multi-employer or city-wide basis is highly significant. In the competitive small scale industry of the time no company

some important concessions, but there was no recognition of the union as the collective bargaining agent of the workers.

The Toronto agreement set the pattern for the other Amalgamated locals in Canada. In June, 1919, a similar agreement was won for the workers in the Toronto Union Stockyards. On June 16, packinghouse workers in Montreal staged a successful two day strike to support a demand for a contract similar to the one in Toronto. During August, packinghouse workers in Ottawa conducted a three day strike for the Toronto demands. The settlement, however, did not include the full wage increase. In April, 1920, the packinghouse workers of Hamilton and Peterboro conducted successful strikes to implement the basic Toronto agreement. Thus the Amalgamated was achieving a fair measure of success in the Canadian packinghouse industry and by 1920, it had thirteen locals in Canada with a membership of approximately two thousand.<sup>19</sup>

After 1920, management opposition to the Amalgamated

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could individually make concessions to the union without prejudicing its position. Consequently, it was essential that the union bargain with all the employers at the same time and force them all to give the same concessions. It was necessary to "take wages out of competition." It should be noted that in the period 1917-1921, unions were successful in obtaining their demands mainly where they were able to organize the entire market area.

<sup>19</sup>Montague, op. cit., p. 29.

strengthened. Local 188 was unable to negotiate another contract upon the expiration of the old one. The Calgary local, in spite of three strikes in one year, was unable to obtain a signed contract. Finally, on March 21, 1921, the packers announced a 12½ per cent reduction in wages throughout the industry. The Montreal local went on strike immediately and in April it was joined by the Toronto and Chatham locals. The strike had little chance of success. The packers were in severe financial difficulties and were determined not to give way. It was a year of depression and unemployment, and the packers found it easy to recruit an alternative labour force even from as far away as Winnipeg.<sup>20</sup> The parent union in the United States was itself engaged in an unsuccessful fight for survival<sup>21</sup> and could offer no leadership or financial help. Within a very short time the main local, Local 188 in Toronto, was broken. Following this the other locals soon collapsed and disappeared from the industry. In view of the fact that the Amalgamated had been broken both in Canada and the United States, it arranged through the American Federation of Labor that union jurisdiction in the Canadian packinghouse industry should be turned over to the Trades and Labour Congress

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<sup>20</sup>Ibid., p. 38.

<sup>21</sup>Supra, pp. 31-35.

of Canada. With that act the Amalgamated virtually passed from the Canadian packinghouse industry.<sup>22</sup>

The Amalgamated had very limited success in the Canadian meat packing industry for several reasons: In contrast to the geographical and capital concentration of the American packing industry, Canadian establishments were still relatively small and scattered throughout the country; the oligopolistic structure of the industry was not to emerge until the end of the 1920's. Consequently, the labour force was dispersed throughout the country and great expense was involved for the union in organizing the many small groups of packinghouse workers. In addition, after 1920 the Canadian packing industry faced serious financial problems and the packers became determined not to engage in collective bargaining which was certain to raise their costs. Finally, as in the United States, the heterogeneous composition of the industry's labour force<sup>23</sup> and the craft

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<sup>22</sup>The Amalgamated made two further ill-fated attempts to organize butchers in retail shops--in the Vancouver area in 1925 and the Windsor area in 1937. These attempts proved costly and further diminished the union's interest in Canada. In 1945, it re-entered Canada but confined itself mainly to the retail butcher field and today it has approximately eight thousand members in Canada.

<sup>23</sup>Although the composition of the labour force of the Canadian meat packing industry was not as diverse as that of the American industry, it still presented a problem to union organizers. It was composed mainly of Europeans--Ukrainians, Poles, and Germans. Lenglet claims that much

structure of the Amalgamated further hindered organizational efforts.

### III. UNIONISM IN THE CANADIAN MEAT PACKING INDUSTRY 1922-1939

In Canada, as in the United States, the decade of the twenties was unique in the history of organized labour-- unions declined in membership and bargaining power in the midst of prosperity and economic growth. This decline in Canada was due to several factors: defections from and internal strife within the Trades and Labour Congress; rising real wages which made workers apathetic to unions; the introduction of mass production techniques which increased the relative importance of unskilled and semi-skilled workers who were unsuited to organization within the craft framework of the Trades and Labour Congress; and a strengthening of employer opposition in the form of the yellow dog contract, an open shop drive, exploitation of the "red

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mistrust and bad feeling existed among the various ethnic groups and this greatly hindered organizational efforts in the 1920's and 1930's. "There was bad blood between the Poles and the Ukrainians, for example. . . . I remember one time a Polish worker was telling me how wonderful I was because I treated him the same as English-speaking workers. My answer was that as far as I was concerned all people were equal. . . . His answer: 'Oh yes, but not the Ukrainians; they are stupid' (Personal Correspondence of the Author, letter from Mr. John Lenglet, November 5, 1963)."



menace myth," and company unions. Consequently, the environment of the twenties was unfavourable to union organization. In general the union movement stagnated, and in particular, no genuine unions were organized in the packing industry during this decade.

From the defeat of the Amalgamated in 1921 until 1934, company unions were the only type of union in existence in the Canadian packinghouse industry. Around 1919, Swift had established an Employees' Representation Plan in its American plants and in 1922, the Plan was introduced into Swift's Canadian plants.<sup>24</sup> Similar plans were introduced at Canada Packers in 1933 and at Burns in 1937.

While the company unions were not bona fide labour organizations and did little, if anything, to better working conditions in the industry, they were not without significance. "In these organizations," as one writer has observed, "the workers' interest in unions was kept alive, and in the experiences with these groups many of the workers became convinced of the need for the revival of labour unions."<sup>25</sup>

The strain of the Great Depression made many unionists dissatisfied with the conservative business leadership

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<sup>24</sup>For details of the Plan see Montague, *op. cit.*, pp. 44-46.

<sup>25</sup>*Ibid.*, p. 43.

of the Trades and Labour Congress. As a result, communist elements within the Trades and Labour Congress formed the Workers' Unity League. In accordance with its policy of establishing unions in areas where the craft unions had not been active or had failed, the League established the Food Workers' Industrial Union in 1934 to organize workers in the food processing industries. The F.W.I.U. was mainly centered in Western Canada, although locals were organized in the Swift and Whyte plants in Stratford. On March 5, 1934, the F.W.I.U. called a strike at the Calgary plant of Burns and Company. The strike was badly organized, however, and within a short time it failed and the Calgary local dispersed.<sup>26</sup> Two weeks after calling the Calgary strike, the F.W.I.U. staged a two month strike against the Western Packing Company in Winnipeg.<sup>27</sup> The strike was successful in that the company granted an increase in wages, overtime pay, and a forty-eight hour week. The strike was unsuccessful in that the company did not recognize the union. In fact, the F.W.I.U. failed to achieve recognition in any of the plants in which it was established and it soon disintegrated.

In an attempt to explain this failure J.T. Montague

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<sup>26</sup>Ibid., p. 51.

<sup>27</sup>The Western Packing Company became Schneiders (Western) in 1950. Schneiders (Western) closed in the fall of 1952 due to financial difficulties.

wrote:

Strong communist tendencies of its leaders, and its affiliation with communist bodies appear to have been the major detracting factors in the appeal for packing-house workers. . . . Its failure, probably foreshadowed the decision within communist ranks that the policy of independent action was not feasible in view of the opposition of the workers to the communist philosophy.<sup>28</sup>

Montague's conclusion is certainly open to question. He cites no evidence to prove that Canadian workers or, in particular, packinghouse workers were opposed in principle to the communist philosophy. In fact, the available evidence suggests the opposite. The communists proved to be among the ablest union organizers in Canada and as a consequence the Workers' Unity League grew rapidly. By the end of 1934, it had fifty thousand dues paying members, roughly one out of five Canadian unionists.<sup>29</sup> The League made significant gains in such industries as electrical products, logging, mining and smelting, automobiles, textiles, shipyard and aircraft plants, deep-sea fishing, and Great Lakes shipping. The League was not disbanded because communist leaders came to the conclusion that the workers opposed their philosophy. Rather, with the rise of fascism in Europe it became official communist policy to cease all

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<sup>28</sup>Montague, op. cit., p. 49 and p. 52.

<sup>29</sup>Frank Dea, "Canadian Labour Ousts Communists," Saturday Night, February 17, 1962.

activities likely to cause disunity within the ranks of organized labour. Consequently the League was disbanded late in 1934, and its membership and organizing personnel were joined where possible with the Trades and Labour Congress and the All-Canadian Congress of Labour.<sup>30</sup>

Montague is correct when he says that the F.W.I.U. was generally unsuccessful in the packing industry. However, unless it can be assumed that packinghouse workers were "politically purer" than other workers, and the evidence in District 1 and in Edmonton and Montreal in the 1940's would suggest otherwise,<sup>31</sup> then the reason for the

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<sup>30</sup>Montague, op. cit., p. 49, is even further off the mark when he suggests that Vancouver workers did not join the F.W.I.U. because they had had some experience in 1919 with the One Big Union and the Winnipeg General Strike which was "led by communist sympathizers." Whatever else can be said about the One Big Union and the Winnipeg General Strike, it cannot be said accurately that they were led by "communist sympathizers." See D. C. Masters, The Winnipeg General Strike (Toronto: University of Toronto Press, 1950) and K. M. McNaught, A Prophet in Politics (Toronto: University of Toronto Press, 1959), chap. 8.

<sup>31</sup>Communism has never been a big problem in the industry but nevertheless it has made inroads. District 1 of the U.P.W.A. in Chicago was controlled for some time by communists and the Trades and Labour Congress union in the industry, the Packinghouse, Butchers and Allied Food Workers' Union of Canada, had communists in charge. Max Swerdlow was active in the Montreal area and both Swerdlow and Pat Sullivan were active in organizing the Edmonton area. Infra, p. 80 and p. 113, n. 22. For an account of communist activities in District 1 see Purcell, The Worker Speaks His Mind on Company and Union, op. cit., pp. 64-73 and Blue Collar Man: Patterns of Dual Allegiance in Industry, op. cit., pp. 35-40.

failure of the union must be found elsewhere. Certainly one reason for its failure was that the packing industry was just recovering from a period of financial readjustment and rationalization and the packers were determined not to engage in bargaining with unions which would raise their costs. The existence of company unions and the lack, at the time, of any "New Deal" legislation forcing employers to recognize and bargain with unions was also a contributing factor. In addition, the F.W.I.U., like the Amalgamated, was unable to achieve an overall organization of the industry; its locals were limited to a few plants and had to act independently. Finally, it should be remembered that this was a period of depression and vast unemployment. In such conditions almost any strike or union activity was doomed to failure. As Montague himself says, "The desire to organize was present throughout the . . . thirties, but . . . the lack of adequate labour legislation and the uncertain economic conditions of the time retarded the effort."<sup>32</sup> The significance of the F.W.I.U. lies in the fact that it was the first attempt to organize the industry on an industrial basis. As such, it foreshadowed the U.P.W.A. in the 1940's.

After the decline of the F.W.I.U., union activity in the meat packing industry was confined to local unions

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<sup>32</sup>Montague, op. cit., p. 56.

chartered by either the Trades and Labour Congress or the All-Canadian Congress of Labour.

The Trades and Labour Congress made its first attempt to organize the meat packing industry in 1936. In that year, locals were organized and maintained at Swift in New Westminster, Whyte in Stratford, and Burns in Vancouver. The first two locals do not appear to have been very active. The Burns local is significant because on December 29, 1936, it staged a five month strike, the longest strike in the history of the industry, to support a demand for the reinstatement of nineteen men discharged because of union activity. A settlement was reached with the help of a government board, and the company agreed to hire back ten of the nineteen discharged workers. The length of the strike and the generally unsatisfactory settlement, however, weakened the union considerably and the local soon dispersed.

The All-Canadian Congress of Labour was active in the meat packing industry during the period January, 1936, to August, 1938. It established an organization known as the Canadian Victuallers and Caterers' Union which organized locals in Calgary and Edmonton. These locals called three strikes in the two year period. In October, 1936, the Edmonton local struck the Gainer Packing Company, one of the largest "Independents" in the west, and in April, 1937, it

struck the Swift plant. The Calgary local struck the Union Packing Company<sup>33</sup> in February, 1937. Some concessions were won in all the strikes but the most important concession, union recognition, was not obtained. The union could not, therefore, function as a collective bargaining agent and both locals soon dissolved.

Thus the period 1921-1939 was an extremely sterile one from the point of view of union organization within the Canadian packinghouse industry. Throughout the first half of the period the industry was not concentrated within a few firms and this made organization difficult and expensive. Throughout almost the whole period the industry was undergoing financial and structural readjustments which tended to strengthen the packers' opposition to trade unionism. There was, as yet, no legal means by which unions could achieve recognition from the companies. The unions were usually forced into strike action to demonstrate their strength and attract attention. The strikes were generally premature, poorly organized, and unsuccessful, and had the effect of shattering what little union organization existed. Moreover, all the unions, with the exception of the Food Workers' Industrial Union, failed to realize that the mechanization of the industry had drastically reduced

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<sup>33</sup>Now the Swift Canadian Company.

butchering skill and that there were few jobs in a packing-house which a worker could not perform once he learned how to use a knife. Canadian trade union leaders had not yet realized that the unionization of the meat packing industry required a union with an industrial structure.

#### IV. UNIONISM IN THE CANADIAN MEAT PACKING INDUSTRY 1939-1963

The outbreak of World War II marked a turning point in the development of unionism in Canada, not only within the meat packing industry, but also within the economy in general. During the course of the war, labour organizations greatly increased their membership, the total rising from 358,967 in 1939 to 711,147 in 1945.<sup>34</sup> This rapid increase in general union membership was made possible by the formation of the Canadian Congress of Labour and the passage of Order-in-Council P.C. 1003.

In January, 1939, the Trades and Labour Congress, bowing to pressure from the American Federation of Labor in the United States, expelled from its ranks all unions organized on an industrial basis. The immediate consequence of

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<sup>34</sup>Labour Organizations in Canada (Ottawa: Department of Labour, 1962), p. xi.



this expulsion was the formation in 1940 of the Canadian Congress of Labour, an organization formed by the amalgamation of the expelled industrial unions and the All-Canadian Congress of Labour. The Canadian Congress of Labour became, in effect, the Canadian counterpart of the Congress of Industrial Organization in the United States, in the same way as the Trades and Labour Congress was the counterpart of the American Federation of Labor. This new Congress with its stress on industrial unionism, its policy of direct political action, and its philosophy of extensive government intervention in economic affairs, was to prove an extremely effective organizing device among the unskilled and semi-skilled workers.

In February, 1944, the Federal Government passed Order-in-Council P.C. 1003. P.C. 1003 was essentially a broader version of the American Wagner Act and provided, among other things, for the following: the right of employees to form and join unions, protection against "unfair labour practices" by employers, a system of defining and certifying bargaining units, compulsory collective bargaining, compulsory arbitration of all contract-interpretation disputes, and compulsory conciliation of all contract-negotiation disputes. Ordinarily this legislation would have applied only to industries under federal jurisdiction but because of the wartime emergency, it applied to almost

all industries in Canada. Basically, P.C. 1003 had the effect of compelling employers to recognize and bargain with duly certified unions. With the obstacle of recognition removed, unions no longer had to exhaust their limited strength in strikes for recognition. Unions could now concentrate on the economic objectives--wages, hours, pensions, and so on--of collective bargaining.

Thus the decade of the 1940's was a period of rapid growth in the Canadian labour movement. This helped unionization in the meat packing industry for it meant that packinghouse workers could look for organizing and financial support from unions already in existence and that these unions were in a position to give such aid.

These general developments, however, were not the only factors which made large scale unionization of the meat packing industry possible in the forties. Developments within the packinghouse industry itself facilitated the organization of labour unions.<sup>35</sup> The industry had emerged

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<sup>35</sup>It should be noted in passing, that continuing stimuli to union organization in the Canadian meat packing industry, as in the American, were workers' grievances (supra, pp. 20-23). The main grievances in the Canadian industry were: "speed-up" and "rate cutting," the personal power of foremen (some workers had to make "kickbacks" to the foremen in order to get work), the physical burden of the work, and irregular employment (Personal Correspondence of the Author, letter from Mr. John Lenglet, November 5, 1963).

from the Great Depression with a strengthened financial position and the bulk of its output concentrated in three large firms.<sup>36</sup> This concentration of capital greatly simplified the task of union organization for now it was only necessary to secure recognition from the "Big Three," the pattern setters, and organization would spread to the smaller packers. Unprecedented wartime demand resulted, on the one hand, in a tight labour market and, on the other hand, in exceptionally large profits. The tight labour market forced the packers to lessen their opposition to trade unionism and to give greater consideration to the demands of their workers in order that they might secure the largest possible labour force. Large wartime profits provided a source from which the packers could finance the various concessions demanded by their workers.

It was in this favourable atmosphere that another attempt was made to organize the Canadian packinghouse industry. The organizing attempt was carried out initially by two groups: the Trades and Labour Congress and the Packinghouse Workers Organizing Committee. The Trades and Labour Congress, however, was to prove an ineffective organizing instrument in the packing industry just as its American

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<sup>36</sup>In 1943, 65 per cent of the total employment centered in three firms and 95 per cent in the thirteen largest companies (Logan, op. cit., p. 270).

counterpart, the American Federation of Labor, had in the United States.

The Trades and Labour Congress had first entered the meat packing industry in 1936 but its organizing attempt, like that of other unions in the thirties, had proved unsuccessful. In 1940, the Congress decided to make another attempt and in May of that year assigned Carl Berg to organizational duties in the packinghouse industry.<sup>37</sup> Berg enjoyed limited success and by 1941 he had organized three locals: one in Edmonton, one in Calgary, and one in the Moose Jaw plant of Swift and Company. However, the annual convention of the Trades and Labour Congress held in Calgary during September, 1941, put a damper on Berg's work. The Executive Council of the Trades and Labour Congress decided that it would not make any further expenditures for organization in the packinghouse industry. It is hard to understand, in view of Berg's initial success, why the Trades and Labour Congress adopted this policy. Possibly, it was coming to the realization that the meat packing industry could only be organized on an industrial basis and this was against its general policy of organization by craft. In any

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<sup>37</sup> Carl Berg had been a member of the Edmonton Branch of the Lumber Workers' Industrial Union and later a representative for the Hod Carriers, Building and Common Laborers Union of America. He was at this time, the Western Representative of the Trades and Labour Congress.

case, Berg's activities were sharply curtailed and the way was cleared for organization by the P.W.O.C.

The P.W.O.C. had been launched in the United States in 1937. Within two years it was fairly well established, having been certified in most of the plants of the American "Big Four."<sup>38</sup> Consequently, it turned its attention to Canada and in 1939 the P.W.O.C. entered Ontario. In 1940, C. H. Millard, chief representative of the Congress of Industrial Organization in Canada, was made director of the Canadian section of the P.W.O.C. and F. W. Dowling was taken on the staff of the steelworkers, but was assigned to organizational duties in the packinghouse industry. At the end of that year the P.W.O.C. had organized three locals in the Toronto area: a local covering Swift and Canada Packers, a local at the Toronto Packing Company, and a local at the Lever Brothers' soap plant.<sup>39</sup>

In 1941, the P.W.O.C. organizing drive began to gather momentum. With the withdrawal of the Trades and Labour Congress from the industry, some of the Congress' federal unions switched their affiliation to the P.W.O.C. and in addition, new locals were organized. In the fall of

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<sup>38</sup>Supra, pp. 41-43.

<sup>39</sup>Two of these locals later had their charters revoked and one transferred its affiliation to another union. For details, see Montague, op. cit., pp. 74-79 and p. 125.

1941, Local 162 was organized at the Vancouver plant of Canada Packers and by early 1942 it had secured a contract. In March, 1942, the reactivated Trades and Labour Congress local at the Swift plant in New Westminster<sup>40</sup> became Local 180 of the P.W.O.C. and the Trades and Labour Congress local in the Moose Jaw plant of Swift became Local 177. Both of these locals were able to negotiate similar contracts which set the pattern for the other locals in the industry. In the fall of 1942, a major breakthrough occurred when the P.W.O.C. established locals at the head office plants of Canada Packers and Swift in Toronto. Both companies signed collective agreements with their Toronto locals in the first half of 1943. In January, 1943, the union won a recognition vote at the Canada Packers plant at Peterboro and later in the year it organized the Winnipeg area, winning recognition votes at Canada Packers in March, Swift in April, and Burns in July. In the fall of 1943, Burns's Regina and Prince Albert plants came into the fold and in December, Local 233 was organized at the Burns plant in Edmonton.

By the end of 1943, the P.W.O.C. had won recognition and agreements in some of the plants of each of the "Big Three" and it had locals in almost every major packing

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<sup>40</sup>This local was originally organized in 1936. Supra, p. 71.

center in Canada. The Canadian district had over three thousand members, and the International had well over seventy thousand members.<sup>41</sup> In October, 1943, the P.W.O.C. was replaced by a fully autonomous union, the United Packinghouse Workers of America, which was affiliated with the Congress of Industrial Organization in the United States and the Canadian Congress of Labour in Canada. Canada was constituted as District 10 and Fred Dowling was elected Director of the Canadian district.<sup>42</sup>

In 1944, two significant developments occurred in the unionization of the Canadian meat packing industry: the Trades and Labour Congress made a final attempt to supplant the U.P.W.A. and the latter made its first attempt at national bargaining.

At the 1944 convention of the Trades and Labour Congress in Toronto, the Congress reversed its previous policy and once again decided to organize packinghouse workers. It launched a national union known as the Packinghouse, Butchers and Allied Food Workers' Union of Canada. Within three months all the existing Trades and Labour Congress federal unions had affiliated with this organization. Although the P.B.A.F.W.U. organized two locals in Ontario,

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<sup>41</sup>See Appendix A.

<sup>42</sup>In 1958, this designation was changed to District 8.

the stronghold of the union was in Quebec where Congress organizer, Max Swerdlow, had organized fourteen packing plants. After the inauguration of the union, the Trades and Labour Congress, following its policy of local autonomy, turned the affairs of the union over to the individual locals and left them on their own. Once left on their own the locals began to flounder and by the end of 1946 nearly all P.B.A.F.W.U. locals had transferred their affiliation to the U.P.W.A. "It was a basic fallacy of early Trades and Labour Congress organizational efforts," says Montague, "that highly diversified locals were left to deal with a highly centralized industry."<sup>43</sup> This was the last attempt of the Trades and Labour Congress to organize packinghouse workers and after 1946 the U.P.W.A. was not only the dominant union in the industry but also the only union in the industry.

In June, 1944, the second annual convention<sup>44</sup> of the U.P.W.A. was held in Omaha, Nebraska, and it was decided to press for a master or industry-wide agreement in the Canadian meat packing industry. Negotiations opened but the "Big Three" refused to bargain on this basis and in October,

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<sup>43</sup>Montague, op. cit., p. 74.

<sup>44</sup>For the first few years conventions were held annually, rather than bi-annually, because as with most new organizations there were many details to discuss and correct.



the union threatened a nation-wide strike. In view of the wartime emergency, the companies and the union finally agreed that the Federal Government should appoint a special investigator. Mr. Justice S. E. Richards of Winnipeg was selected and on November 3 he submitted his recommendations to the three companies and to the union. In essence, the Richards' Report contained certain standard clauses which it was agreed would be included in all agreements but the agreements would be negotiated and signed on a local or plant basis. The standard clauses included the voluntary revocable checkoff, revocable maintenance of membership, no interruption of production by the union or the employees during the life of the contract, no strikes or lockouts during the life of the contract, and all local contracts were to have a single expiry date.<sup>45</sup> The Richards' Report was important for two reasons: it was the first step towards national bargaining in the packinghouse industry and it marked the acceptance of the U.P.W.A. as a force within the industry.

On July 17, 1945, on the killing floor of the Canada Packers plant at Toronto, a dispute occurred over the number of cattle to be processed in an hour. One union member

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<sup>45</sup>Text of Mr. Justice S. E. Richards' Report, November 3, 1944 (Toronto: U.P.W.A., 1944).

rejected the decision of the majority of the union and the beef-kill gang refused to work with him. The company would not transfer him to another department and a strike ensued at the Toronto plant.<sup>46</sup> The union seized this opportunity to present a solid front to management and to urge the government to declare meat packing a national industry.<sup>47</sup> A strike was called throughout the Canada Packers chain and workers at some of the plants of Burns, Swift, and the larger "Independents" also went out on strike. Even the Trades and Labour Congress locals in the Hull and Montreal plants of Canada Packers refused to process cattle redirected from other plants. This was the first time that packinghouse workers from various parts of the country had acted in unison. Finally, on August 3, under the auspices of the Ontario government, both parties agreed to the establishment of an arbitration board and the strike ended. The majority of the blame for the strike was placed upon the union. However, whatever the strike may have cost the U.P.W.A. in terms of public esteem, it proved that the union could and would act nationally, and that the companies had

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<sup>46</sup>For a detailed discussion of this incident see Montague, op. cit., pp. 171-180.

<sup>47</sup>The industry had not been declared national in Schedule A of P.C. 1003 with the result that jurisdiction fell to the Regional War Labour Boards and emphasis was placed on local, rather than national problems.

to plan accordingly.

A Canadian Wage Conference of the U.P.W.A. was held in Winnipeg in September, 1945. At the conference the delegates decided to demand a master agreement which would include a union shop, a forty hour week, a 30 per cent increase in wages, and paid statutory holidays.<sup>48</sup> The union notified the "Big Three" of its demands but the companies refused to bargain on an industry-wide basis. The union responded with a nation-wide strike threat. In the face of the threat, the Federal Government appointed a commissioner to help in reaching a settlement, and once again Justice Richards was chosen. On November 2, what became known as the Winnipeg Settlement was reached between the companies and the union. The settlement included a 6.6 per cent increase in wages, an additional .2 per cent increase in wages in lieu of certain fringe benefits, a forty-five hour week, eight paid statutory holidays,<sup>49</sup> and a uniform termination date for all contracts. Once again the question of an industry-wide agreement was shelved and in its place it was agreed that the clauses of the Winnipeg Settlement would be inserted in all contracts, but they would be negotiated

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<sup>48</sup>Lenglet, Program, op. cit., pp. 6-11.

<sup>49</sup>This was the first time that eight paid statutory holidays had been obtained in any industry in Canada.

and signed on a local basis. The significance of the 1945 negotiations lay in their national character. Negotiations had been carried on by the national officers of the union and the companies and this was to continue as an accepted practice.

At the opening of the 1946 negotiations, the "Big Three" refused to bargain on an industry-wide basis but did agree to company-wide negotiations. The union accepted this arrangement and began to negotiate with Canada Packers and Burns. Most of the outstanding issues were settled, but negotiations broke down over the wage issue. The union then asked the Federal Government to appoint a commissioner to investigate the dispute and Justice Richards was chosen for the third time. Justice Richards was successful in bringing the parties together and on October 1, a settlement granting an increase of ten cents an hour was announced.<sup>50</sup> Swift, in the face of a strike threat, agreed to go along with the settlement. Each of the "Big Three" signed a separate agreement covering all of its individual plants. It was the first complete contract negotiated at a national level for each company. Thus by 1946 and with the help of three government commissions, the U.P.W.A. had established the

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<sup>50</sup>That is to say, it granted three cents in addition to the previous seven cents granted by the companies.

principle of company-wide bargaining in the Canadian meat packing industry.

During the course of the 1947 negotiations, Swift claimed that a slow-down was occurring in their plants and on August 26 suspended the entire staff of their New Westminster plant and fired thirteen employees at their Toronto plant. Consequently, all Swift locals went on strike the next day. Negotiations continued with the other members of the "Big Three" until September 8 when the union rejected the companies' offer of a five-cent-an-hour increase in wages. On September 10, the U.P.W.A. struck the plants of Canada Packers and Burns as well as most of the "Independents." It was the first industry-wide strike in the meat packing industry. The union asked the Federal Government to aid in settling the dispute, but the government claimed that with the repeal of the War Measures Act earlier in the year, it no longer had any authority in the meat packing industry. The industry was now under the jurisdiction of the provinces. Thus although the union was bargaining with the packers on a national basis, it had recourse to no single government authority which could intervene and assist in bringing about a settlement.<sup>51</sup> The

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<sup>51</sup>The same general situation still exists at the present time. Before an industry-wide or company-wide strike could occur today, the U.P.W.A. would presumably have

provinces began to take separate action: Prince Edward Island seized the Charlottetown plant of Canada Packers; the Quebec government declared the strike illegal and decertified all U.P.W.A. locals in the province; and both the Saskatchewan and Alberta governments were prepared to seize plants in their provinces before the strike was settled.

Finally, on October 11, under the auspices of the Ontario Department of Labour, the union and two of the companies, Canada Packers and Burns, agreed that a seven cent wage increase would be made and that Mr. C. P. McTague, formerly of the National War Labour Board and then of the Ontario Securities Commission, would arbitrate the outstanding issues. This arbitration agreement was subject to the condition that Swift would also be governed by the ruling of the arbitrator. In spite of the efforts of Ontario Minister of Labour Daley and Deputy Minister Metzler who went to Chicago to persuade Swift officials to submit to arbitration, Swift refused to accept the intervention of a third party into the dispute. Consequently, the arbitration formula was not approved by the remaining members of the "Big Three" or the union. During the following week, the

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to apply to ten different provincial conciliation boards. Moreover, with the present trend toward greater provincial autonomy, it seems unlikely that meat packing will be declared a national industry and federal conciliation procedures applied.

U.P.W.A. continued negotiating with Swift, and finally on the night of Friday, October 18, an agreement was reached. By Monday, October 21, the agreement had been approved by a majority of Swift locals, and work resumed in Swift plants on October 22. The agreement included maintenance of membership, voluntary revocable checkoff, an increase in wages of ten cents an hour,<sup>52</sup> narrowing of geographical wage differentials, a forty-four hour week, and a few refinements of existing seniority provisions. The Swift settlement was noteworthy for it represented the first national negotiations carried on in the industry without the interference of the government and it stood as a precedent for the arbitration award at Canada Packers and Burns.

With the Swift dispute settled, the way was cleared to begin arbitration proceedings at Canada Packers and Burns. The October 11 arbitration formula was ratified by Canada Packers and Burns locals on October 22, and work resumed in these plants on October 24. The arbitrator brought down his award on November 29. It was almost identical to the Swift settlement described above. It included all the above-mentioned points plus two other concessions: both companies had to make a copy of all their wage rates

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<sup>52</sup>Swift also agreed to grant any additional amount that the arbitrator might award to the workers at Canada Packers and Burns.

available to the union and both companies were to set aside two-thirds of a cent for each man-hour worked in their plants to establish a sick benefit plan.<sup>53</sup>

The 1947 negotiations were a test for the U.P.W.A. The major task facing the union was to retain concessions already gained with the help of the Federal Government and a buoyant wartime economy. With the signing of the Swift agreement it was evident that the U.P.W.A. had passed the test, for its wartime gains had been consolidated and the union was firmly established in the Canadian meat packing industry.

Since 1947, the Canadian district, like the International Union, as a whole, has expanded into other industries. Today District 8 has over twenty-two thousand members situated not only in meat packing but also in the flour and feed industry, shoe and leather plants, fruit and vegetable canning, sugar refining, and other related fields.

Since 1939, the history of unionism in the Canadian meat packing industry has been characterized by the ascendancy of a single International Union, the United Packinghouse Workers of America. Many factors account for its rapid development: the growth of the general labour

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<sup>53</sup>The majority of the details of the 1947 strike were obtained from the Personal Correspondence of the Author, letter from Mr. John Lenglet, April 16, 1964.



movement during the war, and the consequent ability of other unions to give financial and organizational support; the strengthened financial position of the meat packing industry; and the concentration of capital within the industry. More important than all these, however, was the fact that the leadership of the new union realized that industrial organization was a prerequisite of successful union activity in the packinghouse industry.

## CHAPTER IV

### THE STRUCTURE AND GOVERNMENT OF THE UNITED PACKINGHOUSE, FOOD AND ALLIED WORKERS

The purpose of this chapter is fourfold: to give a brief general outline of the union's structure, especially in Canada; to examine the state of democratic procedures within the union; to assess the autonomy of the union's Canadian district; and to determine the possibilities and effects of mergers among the various unions in the general food and beverage industry.

#### I. THE STRUCTURE OF THE UNITED PACKINGHOUSE, FOOD AND ALLIED WORKERS

##### Jurisdiction

Labour history demonstrates quite clearly that union organization usually begins on some exclusive basis but soon expands beyond this limitation. In this regard the U.P.W.A. is no exception. The union, as we have seen, began on an industrial basis among meat packing workers in the late 1930's. Since that time, the union has expanded into such fields as: dairy and poultry products, flour milling, sugar refining, fruit and vegetable canning, fish canning, soap and chemical products, pharmaceutical manufacturing, and general food processing and distributing. The union's

expansion into these areas has been largely necessitated by major advances in the processing, packaging, and distribution of food products which have substantially altered the structure of the general food and beverage industry. For example, companies primarily known as producers of canned soups have, because of the nature of their product, become heavily involved in what have traditionally been thought of as the meat packing and the dairy and poultry industries. The same is true of baking companies, some of which have recently become major factors in the production of packaged dinners. The large chain stores are also becoming involved in both the poultry and meat packing industries. Therefore, it has become increasingly difficult, at least from the union's point of view, to separate the meat packing industry from the food industry as a whole.<sup>1</sup>

The changing structure of the general food industry and the expansion of the U.P.W.A. into all segments of this industry are reflected by the International Constitution which states the union's jurisdiction to include:

All workers employed in connection with the handling and slaughtering of livestock, the processing and distribution of meats and by-products and kindred industries,

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<sup>1</sup>For a more complete discussion of the changing structure of the general food industry see Ralph Helstein, "Collective Bargaining in the Meat Packing Industry," The Structure of Collective Bargaining: Problems and Perspectives, Arnold R. Weber, editor (Glencoe: The Free Press, 1961), pp. 151-176.

including among others, cold storage, stock yards, poultry, edible oils, soaps, fertilizers, feeds, sugar and allied products, as well as the manufacturing, processing, packaging,<sup>2</sup> handling, and distribution of any article of food value.<sup>2</sup>

Possibly the best indication of the new breadth and scope of the union and its organizing outlook is that in 1960 the name of the union was changed from the United Packinghouse Workers of America to the United Packinghouse, Food and Allied Workers. In short, the union intends to organize all unorganized workers in the general food and beverage industry.

#### The International Union

The officers of the International Union consist of a president; a secretary-treasurer; and two vice-presidents, one of whom must be the Canadian district director. All the officers are elected at the bi-annual convention of the International Union for a two year term of office. The salaries of the officers are quite modest, ranging from the president's salary of \$15,500 per year to the vice-president's salary of \$12,000. These relatively low salaries reflect partly the democratic socialist philosophy of the union and partly the belief that trade union executives can only be truly representative of their membership if

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<sup>2</sup>Article III, Section A.

they are not too far removed from the rank and file.

The officers of the International Union are directly responsible to the International Executive Board. The International Executive Board is the supreme governing authority of the union between conventions. Its function is to advise and control the course of action of the international officers and the district directors, and to ensure that the affairs of the International are properly and efficiently administered. It is composed of the officers of the International Union plus the nine district directors.

The International Constitution provides for the establishment of special departments. The departments which presently exist are: Research, Contract Administration, Publications, and Program.<sup>3</sup> All of these departments report directly to the president and the departmental directors are appointed by, and removed by, the president, subject to the approval of the International Executive Board.

The International Union is principally financed by a per capita tax paid by each local union which is laid down in the International Constitution as being equal to one hour of pay at the basic male labour rate, provided it is not

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<sup>3</sup>The Program Department was formed by the merger of two other departments--Anti-Discrimination and Farm Labor. It primarily undertakes educational activity, especially with regard to legislative campaigns, racial discrimination, and so on.

less than \$1.75 and not more than \$2.25, per month.<sup>4</sup> In addition, the International receives \$1.00 of each initiation fee collected by a local union.

### Intermediate Union Bodies

To co-ordinate the activities of local unions and to act as an intermediary form of government between local and international, the U.P.W.A. has established districts and sub-districts.

Districts. The U.P.W.A. presently has nine districts which cover all of the United States, Canada, and Puerto Rico. The districts are broken down as follows:

- District 1. Illinois, Indiana, Ohio, Michigan, and Kentucky.
- District 2. Minnesota, North and South Dakota, Montana, and Wisconsin.
- District 3. Iowa, Nebraska, Colorado, Missouri, and Northern Kansas.
- District 4. Washington, Oregon, California, Arizona, Nevada, Idaho, Utah, and Wyoming.
- District 5. Arkansas, Texas, Oklahoma, Louisiana, New Mexico, and Southern Kansas.
- District 6. Maine, New Hampshire, Vermont, Massachusetts, Connecticut, Rhode Island, New York, New Jersey, Pennsylvania, Maryland, West Virginia, and Delaware.

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<sup>4</sup>Article XII, Section A, Clause 1.

District 7. Alabama, Georgia, Tennessee, Florida, Virginia, North Carolina, South Carolina, and Mississippi.

District 8. Canada.

District 9. Puerto Rico.

The governing authority of the district is the district council. Its primary function is to co-ordinate the activities of the locals within the district and to see that the policy of the International Union is being carried out. The district council holds an annual convention at which each district local is represented on the same basis as at the international convention.<sup>5</sup>

The key figure within the district is the district director who acts as the president of the district council. He is elected for a two year term of office by a majority vote of the accredited delegates from his respective district to the international convention. In the Canadian district, the director appoints the remaining officers of the district council--three assistant directors and a secretary-treasurer.<sup>6</sup>

Two other categories of personnel serve on the staff

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<sup>5</sup>Infra, p. 109. In all districts, except District 8, the councils meet much more often than once a year, in some cases meeting monthly. However, all districts hold annual conventions for the purpose of elections.

<sup>6</sup>Officers of district councils other than District 8 are generally elected, not appointed.

of the district: international representatives and field representatives. The main difference between the two is that the latter are put in charge of specific geographical areas within a district, while the former operate as administrators at large. These representatives are appointed and removed by the international president but usually with "due deference" to the wishes of the district directors. After the representatives are assigned to a district they become responsible to the district director. It would seem that generally, these representatives have considerable freedom in carrying out their duties. For example, Mr. Joe Wilford, Field Representative of Sub-District 104, spent a large portion of his time during 1963 organizing the labour force of the Carnation Food Company in Carberry, Manitoba. According to his own account, he was given a completely free hand in his organizing drive and District 8's only direct involvement was to cover the expenses.<sup>7</sup>

Like the International Union, the district is financed by a per capita tax of its component locals. Each local in District 8, for example, pays a per capita tax of eight cents per member per month. One cent of the per capita tax is used for educational purposes; one cent for

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<sup>7</sup>Personal Correspondence of the Author, letter from Mr. J. Wilford, November 8, 1963.



the International Confederation of Free Trade Unions; one cent for general administrative purposes;<sup>8</sup> and five cents for a transportation fund to finance delegates' expenses to international conventions of the U.P.W.A., District 8 conventions, Canadian Labour Congress conventions, and New Democratic Party conventions. The salaries of district officers and staff and all other major expenses of District 8 are paid from the per capita tax of the International Union.<sup>9</sup>

Sub-Districts. The district is further divided into sub-districts. The Canadian district has eleven sub-districts: British Columbia, Alberta, Saskatchewan, Winnipeg,<sup>10</sup> Manitoba, Ontario, Toronto, Central Ontario, Southern

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<sup>8</sup>This mainly includes payments for district convention hall rents and other convention expenses. Some payments from this fund are also made to U.P.W.A. members running for public office and to support other trade unions on strike.

<sup>9</sup>Infra, pp. 124-126.

<sup>10</sup>The Winnipeg sub-district is referred to as the Winnipeg Joint Board. It comprises the presidents and treasurers of all locals in the Winnipeg area. All Winnipeg locals pay a per capita ranging from eighteen to twenty-five cents depending on the Joint Board's financial condition. The Board is charged with the operation of the Winnipeg office, including the purchasing of equipment and the hiring of a stenographer. The stenographer does all the administrative work for the Winnipeg locals, including the typing of correspondence, minutes, and records; the book-keeping; and the sending out of bulletins, notices, etc. She also does all the administrative work for Sub-District

Ontario, Quebec, and the Atlantic Provinces. The main function of these sub-districts is to co-ordinate the activities of local unions within a province or section of a province. The sub-district is governed by a council, which in the case of Sub-District 104, is composed of all the executive officers, all executive board members, and the chief stewards of all U.P.W.A. locals in Manitoba and North Western Ontario. Each local has one vote per hundred members and contributes a per capita tax of  $4\frac{1}{2}$  cents per month. The officers and executive board of Sub-District Council 104 consist of: a chairman, a vice-chairman, a secretary-treasurer, and one additional member who becomes the chairman of the Education and Political Action Committee.

#### The Local Union

The local is the basic unit of organization in the structure of the U.P.W.A. In Sub-District 104, there are the following locals:

1. Local 216--- Canada Packers Limited.  
       --- Canada Packers Dairy and Poultry Limited.
2. Local 219--- Swift Canadian Company Limited.
3. Local 219a-- Swift Canadian Dairy and Poultry Company Limited.

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Council 104 and its sub-committee, Education and Political Action.

4. Local 219c-- Canadian Cannery Limited (Morden).
5. Local 224--- Burns and Company Limited.
6. Local 224a-- Palm Dairies Limited.
7. Local 228--- This is an amalgamated local which covers the following companies:
  - St. Boniface Abattoir Limited.
  - St. Boniface Hide and Wool Company Limited.
  - Farmers' Abattoir Company Limited.
  - Custom Abattoir Limited.
  - North-West Packers Limited.
  - Buffalo Packers Limited.
  - McMillan Fur and Wool Company Limited.
  - Manitoba Sausage Manufacturing Company Limited.
  - Public Abattoir Limited.
  - Jewish Community Council of Winnipeg.
8. Local 235--- Manitoba Cold Storage Company Limited.
  - Simpson's Transfer, Feed and Storage Limited.
9. Local 255--- Brandon Packers Limited.
10. Local 404--- Manitoba Sugar Company Limited.
11. Local 471--- This local includes the Fort William branch houses of Canada Packers, Swift, and Burns.
12. Local 520--- Ogilvie Flour Mills Company Limited.
13. Local 534--- Maple Leaf Mills Limited.
14. Local 564--- Lake of the Woods Milling Company Limited (Keewatin).
15. Local 798--- Carnation Food Company Limited (Carberry).

The local union has a number of unpaid officers who are generally elected for a one year term of office. The officers of Local 228, for example, include the following:

president, first vice-president, second vice-president, recording secretary, treasurer, shop steward, and assistant shop steward. The officers are responsible to an executive board which, in addition to the officers, consists of guides, guards, trustees, and the chairman of the Education and Political Action Committee.<sup>11</sup> The affairs of Local 228 are financed by a dues payment of \$3.00 per month, per member, \$1.75 of which goes to the International Union, and an initiation fee of \$2.00 per member, \$1.00 of which goes to the International.

In constitutional terms, the individual local has relatively little autonomy. All strikes must receive the approval of the International Executive Board, if strike pay is to be issued. The International Constitution establishes the dues and initiation fees of locals, the per capita tax to be paid by the local, the requirements for membership in the local, and the procedure to be followed in the election of officers. The financial records of the local are open at all times to examination by the International Executive Board. A representative of the International Union must sign all collective agreements before they become binding upon the U.P.W.A. Finally, the

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<sup>11</sup>For an explanation of the duties of these various officials see the constitution of Local 228, Article IV.

International Executive Board has the power to place any local under trusteeship or to revoke its charter.

In practice, however, the autonomy of the local depends upon its size. In Sub-District 104, the large "Big Three" locals have complete autonomy in the day-to-day administration of their affairs, although they may request help from the field representative. They look after all of their own grievances, compensation and welfare cases, plus any other matters which may arise in administering their local agreements. For several reasons, the field representative plays a much more active role in the affairs of the smaller locals. The smaller locals are not covered by a master agreement and hence they must negotiate independently. Since they negotiate only once every year or two, the officers of these locals do not have much bargaining experience and are usually anxious to call upon the services of the field representative who spends a major portion of his time negotiating contracts. Moreover, as a result of their size, the officer complement of these locals is small and the same degree of specialization in executive functions cannot take place. One or two active officers must handle all aspects of the local's administration and they are generally eager to accept any additional help they can obtain. Finally, in the smaller locals, grievances and other problems of contract administration occur relatively

frequently. Thus local officers are unable to develop any high degree of competence and generally request the help of the more experienced field representative. The intervention of the field representative is not decreed autocratically from above; it is dictated by the self-interest of the members of the smaller locals.

## II. DEMOCRACY WITHIN THE UNITED PACKINGHOUSE, FOOD AND ALLIED WORKERS

If democracy is to prevail within a union, the following factors must be present in the structure and government of the organization:

1. A judicial system which effectively ensures that those accused of crimes against the organization will receive a fair trial.
2. A regular convention at which all candidates for office must stand for election and in which:
  - a) business is conducted according to established parliamentary procedure; and
  - b) the distribution of voting power is on a known and firmly established basis.
3. A good system of internal communications which will keep the membership informed of union business. This, in turn, implies:
  - a) freedom of speech, assembly, and press to the extent that union members are free to criticize their leaders and work openly for their defeat at the next election without fear of reprisal; and
  - b) the regular publication of a detailed audited financial statement.

### The Judicial System

The judicial system of the U.P.W.A. is set out in

Article XIX, Section B, of the International Constitution, and it will be useful to quote a substantial portion:

If a member of the Union who is not an International Officer or Executive Board member commits an offense against the Constitution of his local union or of the International Union, he shall be given an impartial trial by his local union as follows:

1. Specific charges must be submitted in writing, signed by two members in good standing of the accused's local union.

2. The charges shall be delivered to the accused either personally or by registered mail within five days after filing, together with notice as to the date of the meeting at which the charges will be presented.

3. At the next regular meeting after the charges have been delivered to the accused, the local union shall:

- a. Consider the charges and decide by majority vote whether they are worthy of trial.
- b. If the charges are voted worthy of trial, a trial board of five members shall be elected or appointed. If the accused or the charging party is present at the meeting when the trial board is chosen and makes immediate objection to any member of it, such member shall be disqualified and another immediately chosen, except that neither the accused nor the charging party may object to more than three persons.

4. The trial board shall hold a hearing on due notice to the accused and the charging party, both of whom shall have the right to be present in person and to have counsel who shall be members of the local union.

5. The decision of the trial board shall be reported to the next regular membership meeting after its hearing is closed. The trial board's decision shall be as to guilt or innocence, and if guilty, may include a recommended penalty. At this meeting, the accused shall be allowed to defend himself in person and the membership shall vote:

- a. First, by secret ballot as to guilt or innocence. A two-thirds vote of members

present and casting valid ballots shall be necessary to convict.

- b. Second, if the decision is guilty, a secret ballot shall be taken as to penalty, if any. This ballot shall be taken first on the penalty, if any; recommended by the trial board. If no penalty is recommended or if the recommended penalty is rejected, then ballots shall be taken on the penalties proposed at the meeting, starting first with the heaviest penalty proposed. In any balloting on penalty, it shall require a three-fourths vote of members present and casting valid ballots to suspend or expel. Any lesser penalty may be imposed by a majority vote of members present and casting valid ballots. All voting shall be done by secret ballot.

6. The decision of the local union may be appealed to the International Executive Board provided such appeal is taken within sixty days from the date of the local union decision, and the decision of the Executive Board may be appealed to the Convention. The decision of the local union shall be final unless and until reversed or modified by a higher body. Any member who resorts to any agency or court outside the International Union before exhausting all avenues of appeal within the organization shall be automatically expelled from membership in the Union.

If it is assumed that the rights of individual union members are more important than the rights of the union as a corporate body, then the above procedure could be recommended on several grounds. The accused must be informed of the exact nature of the charge and of the date of the meeting at which the charge will be presented. The accused may attend all union meetings concerned with his trial. He has the privilege of challenging up to three members of the trial board. The weight of all votes are on his side; it



requires a two-thirds vote to convict him and a three-fourths vote to inflict the major penalty of expulsion or suspension.

On the basis of the same assumption, however, the above procedure could be condemned. It is possible, even likely, that those who accuse an individual member will also be his judges. It is unlikely that either the judges (the trial board) or the jurors (the general membership) will be impartial, that is, not prejudiced for, or against, the accused. The procedure is slow and extremely expensive. The accused must exhaust "all avenues of appeal within the organization" before he can appeal to any outside agency, or face automatic expulsion. Moreover, the expense to an individual union member of travelling to Chicago to appear before the International Executive Board or the international convention would, in most cases, preclude any appeal. Finally, the adage, "justice delayed is justice denied," seems especially appropriate when one considers that the international convention is called only every two years and that the penalty continues while the case is under appeal.

The above criticism is not meant to imply that the U.P.W.A. has an extremely bad record with regard to union democracy. This is not the case. Very few charges have been made and even fewer expulsions have resulted from these charges. The criticism merely points out that the judicial

procedure, as laid down in the International Constitution, could be improved.

One method of improving the judicial system would be to establish independent ad hoc tribunals to deal with appeals of disciplinary decisions of the International Executive Board.<sup>12</sup> These tribunals might, for example, be composed of three individuals, including some of the following: a member of the legal profession, a labour executive from another union, a business executive, a university professor, and an industrial relations expert.<sup>13</sup> A tribunal of this nature is especially necessary in those areas where the U.P.W.A. has negotiated collective agreements which specify that union membership is a necessary condition of employment.<sup>14</sup>

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<sup>12</sup>The United Automobile Workers has established a tribunal of this general nature.

<sup>13</sup>The U.P.W.A. has established a Public Review Advisory Committee which should not be confused with the suggested tribunals. The function of the Committee is not to review appeals of discipline cases decided by the International Executive Board, but rather to review any action of the International Executive Board which is challenged by the membership as being inconsistent with the Code of Ethical Practices of the A.F.L.-C.I.O.

<sup>14</sup>This statement is not meant to imply that the U.P.W.A. has expelled numerous people who consequently have lost their jobs for failure to maintain their membership in the union. Rather it is meant to imply that a potential danger exists and that it would be wise to develop a procedure to deal with it, in case it occurs. The only case

### Conventions and Elections

The general convention is the supreme authority and sole legislative body in most unions. Since it is the final governmental authority, it is important for union democracy that the convention is held regularly, conducted in an orderly fashion, and is fully representative of all locals, opinions, and factions. In this respect the U.P.W.A. has an excellent record.<sup>15</sup>

The International Constitution requires that a convention be held every two years and this has been complied with. In fact, two special conventions, over and above the regular bi-annual conventions, have been held.<sup>16</sup> In

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known to the writer where packinghouse workers lost their jobs for failing to maintain their union membership was in Winnipeg, in 1945, at the Canada Packers and Swift plants. The International Executive Board met in Winnipeg and was able to resolve the problem, however. Most, if not all, the workers were rehired. In recent years, the U.P.W.A. has taken a very tolerant attitude towards people who refused on grounds of principle to pay their dues, even when the contract makes dues payment a condition of employment. For example, in the Winnipeg plant of Canada Packers, two workers refused to pay dues on religious grounds. The union accepted their position, asking only that they contribute an amount equal to union dues to charity (Interview with Mr. Terry Hercus, former Personnel Manager of Canada Packers, Winnipeg, August 15, 1963).

<sup>15</sup>Constitutional details regarding conventions are laid down in Article XVIII of the International Constitution.

<sup>16</sup>The first special convention was held on August 8, 1955, in Chicago for the purpose of establishing a strike fund. The second special convention was held in Chicago, on

addition, one district, District 8, has a travel fund which ensures maximum attendance of Canadian delegates at conventions. This is a device which other districts in the U.P.W.A. would do well to imitate. The constitution does not specify that any specific set of parliamentary rules be used, but the reports of the proceedings of various conventions indicate that convention business is conducted in an orderly manner. The basis of representation at conventions is as follows:

1. All members of the International Executive Board are entitled to be delegates with voice and vote.
2. District councils are entitled to one delegate with voice and vote.
3. International representatives and field representatives have voice but no vote.
4. Local unions are entitled to one delegate and one vote for the first hundred members or fraction thereof, and one additional delegate and vote for each additional hundred members or major fraction thereof, up to a maximum of ten delegates.

Thus the basis of representation is firmly established and it ensures that every local receives some representation.<sup>17</sup>

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October 24, 1956. The purpose of this convention was to ratify the merger constitution and was to be followed by a joint meeting with the Amalgamated Meat Cutters. However, the merger was called off in the week prior to the convention, so the convention merely approved the proposed constitution and discussed the problems surrounding the merger (infra, pp. 132-134).

<sup>17</sup>Even locals under administration are entitled to send delegates.

At each bi-annual convention all district directors and International Executive Board members must stand for re-election. To retain their positions they must obtain a majority of the roll-call votes of accredited delegates. The election of local officers and executive board members must take place at least every two years. The minimum requirements for local election procedures are laid down in the International Constitution and certainly seem rigid enough.<sup>18</sup>

#### Internal Communications

It would seem that the membership of the U.P.W.A. is free to criticize their leaders and to work openly for their defeat without fear of reprisal. However, this is a difficult point to prove conclusively for, as in most unions, the holders of the higher leadership positions are rarely challenged.<sup>19</sup> Nevertheless, the following examples indicate that the established leadership of the U.P.W.A. is challenged from time to time, and in some cases successfully.

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<sup>18</sup>See Article XV, Section D, Clauses 7 and 8, and R1 to R15 of the International Constitution.

<sup>19</sup>This results, among other things, from rank and file apathy and the increasing complexity of collective bargaining which requires greater technical knowledge and strains the competence of local union members and officers. See Richard A. Lester, As Unions Mature: An Analysis of the Evolution of American Unionism (Princeton: Princeton University Press, 1958).

In 1946, Mr. Ralph Helstein, the U.P.W.A.'s legal counsel, successfully contested the position of international president against the incumbent, Mr. Lewis J. Clark. In 1962, Mr. Gordon Brennan, president of the largest local in the Canadian district,<sup>20</sup> ran against the incumbent Director of District 8, Mr. Fred Dowling. The outcome of the election was in favour of Dowling. Brennan, however, is still president of Local 114 and his challenge of the established leadership does not appear to have prejudiced his position within the union.

International unions often fall far short of achieving a good system of internal communications, especially in their Canadian districts. Most internationals do not provide segregated financial statements from which a Canadian member can reach any conclusions whatever about the financial affairs of his union in his own country. In addition, there is generally only one publication for both the American and Canadian membership, and Canadian affairs are allotted only a few columns of space.

The U.P.W.A. is one of the few exceptions to the above situation. The International Constitution makes it mandatory that the books of the International be audited once a year and that a financial report be made to each

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<sup>20</sup>Local 114, Canada Packers Company, Toronto.

local. In addition, the financial reports for the preceding two years must be presented at the bi-annual convention. Each local must also have its books audited at least once a year and a report made to its membership. More important from a Canadian point of view, is the fact that District 8 annually publishes a separate financial report giving details of all salaries and expenses paid to staff members, all receipts and disbursements, the state of the Canadian strike fund, and all monies going to the International Union. In addition, District 8 publishes a separate Canadian paper, The Canadian Packinghouse Worker, to keep members informed of Canadian affairs.<sup>21</sup> The paper is a monthly sixteen page tabloid and is mailed free to every member of District 8. The paper was started in 1952 and was the first Canadian paper published by an international union for its Canadian membership. As a result of publishing a separate Canadian financial statement and a separate Canadian paper, the Canadian membership of the U.P.W.A. should be well informed and should be able to draw intelligent conclusions about how their union is run in their own country.

### Conclusion

Generally, then, the U.P.W.A. is democratically

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<sup>21</sup>The International Union publishes a paper entitled The Packinghouse Worker.

governed. The only major criticism which can be levelled against the union is that its judicial procedure could be misused.

It should be remembered that union democracy is not just a one-way street of advantages; it also has its disadvantages. The more democratic the union the more likely there is to be factional conflict. This was one of the disadvantages which the U.P.W.A. had to face in its early days as a result of a democratic structure.<sup>22</sup> Moreover, a democratic structure may reduce the effectiveness of union

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<sup>22</sup>The factional conflict was between communists and non-communists. In the union's early years, a majority of the delegates from District 1 (at that time it comprised the Chicago area) were communists. Communists were also scattered throughout other sections of the union such as in the Canada Packers local in Edmonton where the president and many of the active members were communists. The factional conflict was initiated mainly by the anti-communist zealots who tried to pass a constitutional amendment barring communists from holding office in the union. The liberal leadership of the U.P.W.A. was able to convince the majority of the delegates to vote against this resolution. Communist influence in Chicago was reduced when District 1 was merged with District 7 to form a new District 1. The disappearance of Chicago as a meat packing center also tended to decrease communist influence in the U.P.W.A. The Edmonton problem was solved in 1944 when the Trades and Labour Congress established a rival union, the Packinghouse, Butchers and Allied Food Workers' Union of Canada, and put two communists, Pat Sullivan and Max Swerdlow, in charge. Most of the communists in the U.P.W.A. local, including the president who was put on the P.B.A.F.U. staff as an organizer, left to join the Trades and Labour Congress union. Supra, p. 69, n. 31.



officials and increase industrial strife. The more sensitive a union official's position is to pressure from the rank and file, the more "political activity" he will be required to engage in. It may well be that he is reluctant to accept a "reasonable" settlement for fear of excess criticism from ambitious rivals. He may push each set of negotiations to the final step of conciliation or even to strike action in order to protect himself against the charge of being "friendly" with management.

A union, on the one hand, is a fighting organization, and like an army requires iron clad discipline if it is to achieve its objectives. On the other hand, the union is an institution which can only flourish, in a meaningful form, in a democratic country, and whose overall objective should be to promote industrial democracy. Consequently, every union faces a dilemma. It would be much easier to administer the union and achieve its economic objectives if it were rigidly controlled. However, it would be much better for the full development of the individual worker if the union were democratically governed so that he could determine his own destiny. The only way to control these divergent trends is to have good leadership--a leadership which can educate and persuade workers, rather than force

them, to follow a desired course.<sup>23</sup>

### III. THE AUTONOMY OF DISTRICT 8

Structurally the Canadian labour movement is unique. The majority of all unionized workers in Canada belong to organizations of which the membership, headquarters, and executive personnel are overwhelmingly American.<sup>24</sup>

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<sup>23</sup>U.P.W.A. leaders have enjoyed considerable success in using the education and persuasion method. As mentioned above, a group of anti-communists tried to pass a constitutional amendment barring communists from holding office in the union. In spite of the fact that this occurred during the height of the McCarthyism fervor in the United States, the leadership of the union was able to convince the majority of delegates that the passing of such a resolution would destroy the very freedom they wished to protect, and the amendment was defeated. In the union's early years, discriminatory practices against Negroes were common throughout the meat packing industry and even in some U.P.W.A. locals. The union's leaders established an Anti-Discrimination Department (now part of the Program Department) in order to devise methods of eliminating discrimination and to carry on a continuing civil rights program among the membership. As a result, the leaders have been able to persuade the membership to maintain desegregated locals and to bargain for anti-discriminatory clauses in collective agreements (e.g., desegregated lunch and dressing rooms and equal seniority rights for Negroes) even though this has lost the union support in the southern states.

<sup>24</sup>For a general discussion of the influence and significance of international unions upon the Canadian labour movement see the following: I. Brecher and S. S. Reisman, Canada-United States Economic Relations (Ottawa: Queen's Printer, 1957), chap. 12; E. Forsey, "The Influence of American Labour Organizations and Policies on Canadian Labour," The American Economic Impact on Canada, Aitken, et. al. (London: Cambridge University Press, 1959), pp. 127-147; S. Jamieson, Industrial Relations in Canada (Toronto:

From 1860 onwards, the main impetus for labour organization in Canada has been provided by American international unions. Today over 70 per cent of all Canadian trade unionists belong to such organizations.<sup>25</sup> The dominant role of these organizations can be illustrated in a number of additional ways. They have chartered over three-fifths of the local unions; they compose three-quarters of the unions with more than ten thousand members; they represent 85 per cent of union membership in the forty leading manufacturing industries; and of the twenty largest unions in Canada, sixteen are internationals.

The fact that most Canadian labour organizations are branches of international unions has given rise to the charge that Canadian unions are "American-dominated." The Canadian Manufacturers' Association in 1909 passed a resolution asking the Dominion Government to enact legislation that would debar American labour leaders from operating in Canada and from interfering in any way with Canadian

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Macmillan, 1957); J. T. Montague, "International Unions and the Canadian Trade Union Movement," Canadian Journal of Economics and Political Science, XXIII (February, 1957), pp. 69-82, reprinted in Canadian Labour Economics, A. E. Kovacs, editor (New York: McGraw-Hill, 1961), pp. 43-57; and P. H. Norgren, "The Labor Link Between Canada and the United States," Industrial and Labor Relations Review, IV (October, 1950), reprinted in Kovacs, ibid., pp. 30-42.

<sup>25</sup>Labour Organizations in Canada (Ottawa: Department of Labour, 1962), p. ix.

labour.<sup>26</sup> Employers, even Canadian subsidiaries of American firms, have used the charge of "foreign" or American interference as an excuse for refusing to negotiate with unions. In 1937, the General Motors Company of Canada, for example, refused to deal with the negotiating committee of the local United Automobile Workers because it included an international representative from the Detroit headquarters of the union. In the 1930's, the Premier of Ontario attacked "foreign agitators" who, he asserted, were trying to "smash our export business," and called out several hundred special police.<sup>27</sup> At the opposite ideological pole have been various left-wing organizations like the One Big Union and the communist-led unions which have attacked what they considered to be the unduly conservative influence of American-controlled unionism in Canada.

Since the U.P.W.A. is an international union, the question not unnaturally arises as to how much autonomy District 8 and its component locals enjoy in their relationship with the International Union.

In terms of the purely formal administrative

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<sup>26</sup>H. A. Logan, Trade Unions in Canada (Toronto: Macmillan, 1948), p. 518.

<sup>27</sup>H. A. Logan, N. J. Ware, and H. A. Innis, Labour in Canadian-American Relations (Toronto: The Ryerson Press, 1937), pp. 66-67.

regulations, as laid down in the International Constitution, the relationship of District 8, its various sub-districts, and its local unions to the International Executive Board is, in principle, the same as that governing their counterparts in the United States. As we have seen, Canada constitutes on a geographical basis only one of nine districts of the U.P.W.A. Canadian locals are represented at international conventions on the same basis as American locals. They pay the same per capita dues to the international headquarters. Canadian members are entitled to the same strike pay and other benefits as are American members. Canadian locals are also subject to the same rules, regulations, and penalties as are their American counterparts under the same International Constitution. If Canadian locals violate established International Union policy, their charters may be revoked or their officers suspended by the International Executive Board. The one exception to all this is that the International Constitution makes it mandatory that the Canadian district director becomes one of the two vice-presidents of the International Union. This preferential treatment is designed to enhance the authority and autonomy of the Canadian section of the U.P.W.A.

In constitutional terms, it would not seem that the Canadian section of the U.P.W.A. enjoys a very high degree of autonomy. Before drawing any final conclusions, however,

one should examine in greater detail the constitutional and practical position of District 8 with regard to: its autonomy in collective bargaining and its autonomy in general administration.

#### The Autonomy of District 8 in Collective Bargaining

The International Executive Board of the U.P.W.A. could exert a considerable degree of control over the collective bargaining activities of District 8 and Canadian locals, by virtue of its constitutional power to veto local strike votes and to withhold strike benefits. In practice, however, if a Canadian local wishes to strike, it makes application to the Canadian director and he, in turn, makes his recommendations to the International Executive Board. Without exception, the Canadian director's recommendations have been accepted.<sup>28</sup> District 8 enjoys complete autonomy with respect to bargaining negotiations, the administration of agreements, the right to strike, and all other dealings with employers. International officers and staff do not even participate in Canadian negotiations. Negotiations in each of the "Big Three" Canadian companies are led by one of District 8's three assistant directors. The policies followed in these negotiations are formulated by the

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<sup>28</sup>Interview with Mr. F. W. Dowling, June 22, 1963, in Toronto.

Canadian delegates to the bi-annual international convention and further discussed in alternate years at a Canadian convention attended by delegates from all Canadian meat packing locals.

The autonomy of District 8 in collective bargaining activities is due to four factors: Canadian control of the meat packing industry, production of meat for domestic use rather than export, the size of District 8's membership relative to the total membership of the International Union, and the attitude of the International Executive Board.

The Canadian meat packing industry, unlike a majority of major Canadian industries, is predominantly owned and managed by Canadians.<sup>29</sup> Since the majority of the firms in the Canadian meat packing industry have no international affiliations, the agreements signed by Canadian locals rarely set a pattern or influence agreements made in the United States. Consequently, the International Executive Board is willing to let District 8 locals be masters of their own destiny and sign any agreements, even if the International

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<sup>29</sup>Swift is the only major meat packing company which is a subsidiary of an American firm. Many of the firms in the flour and cereal industry and in the general food processing field are American-owned and controlled and it might, therefore, be argued that this contradicts what is discussed below. However, meat packing was the first and the main industry organized by the U.P.W.A. and it seems to have set the pattern.

considers them to be "inferior." Moreover, with the exception of Swift, District 8 is not in the position of having to deal with top level management executives who must seek authority from their parent companies in the United States in order to conclude agreements, settle strikes, and so on. Consequently, there is generally no incentive for District 8 to call upon the International for aid in collective bargaining by having them bring pressure to bear upon American parent firms.<sup>30</sup>

Unlike many Canadian industries such as lumber, pulp and paper, and mining, in which a large proportion of the output is sold in the United States in competition with American producers, the bulk of the output of the meat packing industry is sold in Canada.<sup>31</sup> The International does not have to worry, therefore, that the collective bargaining

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<sup>30</sup>In contrast to the above, in American-owned or -managed concerns, as in automobile and electrical products manufacturing, the international executive plays an important role. In the course of several bitter strikes in the Canadian automobile industry, for instance, government mediators on occasion have felt compelled to go to the top American executive of the United Automobile Workers as well as of the parent corporation involved, in attempting to reach settlements (Jamieson, op. cit., p. 78).

<sup>31</sup>In 1961, of approximately 1,300 million pounds of beef produced in Canada less than 40 million pounds was exported, mainly to the United States. An American tariff of three cents per pound tends to keep beef exports to the United States fairly small. See Livestock and Animal Products Statistics (Ottawa: Dominion Bureau of Statistics, 1961).



policies of District 8 will adversely affect the employment or working conditions of its American membership. The fact that wages in the Canadian meat packing industry are lower than those in the American meat packing industry, for example, will not cause an influx of Canadian meat products into the American market resulting in unemployment in American plants.

Another of the main reasons why District 8 enjoys such a high degree of autonomy is that its membership constitutes a significant proportion of the total membership of the International Union. Of over 111 international unions operating in Canada, only 6 have a Canadian membership exceeding 20 per cent of their total membership.<sup>32</sup> However, in the U.P.W.A. the Canadian membership makes up approximately 25 per cent of the total membership and is large enough in itself to support its own offices and administrative staff and a Canadian newspaper.<sup>33</sup>

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<sup>32</sup>In most cases, Canadian membership forms an extremely small proportion of the total union membership. In only 23 of the 111 international unions operating in Canada is the Canadian membership more than 10 per cent of the total, 1 where it is over 40 per cent, 2 where it is over 25 per cent, and 6 where it is over 20 per cent (Forsey, op. cit., p. 130).

<sup>33</sup>The intervention of international union executives in Canadian bargaining negotiations is most apparent in trades which have a limited membership concentrated in a few main urban centers spread over a wide area in both Canada and the United States. In such cases, no region in Canada

Finally, the attitude of the International Executive Board towards District 8 helps to explain the large degree of Canadian autonomy. In its formative years the American section of the U.P.W.A. was plagued with factional struggles between communists and non-communists.<sup>34</sup> In many instances, it was the voice and vote of District 8 which held the union together. Consequently, the American section of the U.P.W.A. looks upon the leadership of District 8 with a good deal of respect. Moreover, the leadership of the Canadian district jealously guards its autonomy. Director Dowling views District 8 as a "union within a union," and through his position as an international vice-president has been able to get the International Executive Board to agree with this concept.<sup>35</sup> It is possible that if a new director were to be elected by District 8, and for various reasons this director did not earn the esteem of the International Executive Board, the Board would adopt a position more in conformity with the formal regulations laid down in the

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has a large enough membership in itself to support a special administrative staff. An outstanding example of this kind is the Amalgamated Lithographers of America. The international representative for the west coast has jurisdiction over several states, including Hawaii, and the provinces of British Columbia and Alberta (Jamieson, op. cit., p. 79).

<sup>34</sup>Supra, p. 113, n. 22.

<sup>35</sup>Interview with Mr. F. W. Dowling in Toronto, June 22, 1963.

International Constitution. Whether the Canadian membership would tolerate such control, even in the face of bad leadership, is another question.<sup>36</sup>

#### The Autonomy of District 8 in General Administration

The actual exercise of power and influence by the international executives over their Canadian affiliates is not in the area of collective bargaining, but as Paul H. Norgren points out, in the area of internal and interunion affairs--questions relating to local union finances and observance of union constitutional rules.<sup>37</sup>

Finances. One of the commonest charges against international unions operating in Canada is that they take large sums of money from Canadian workers to finance union

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<sup>36</sup>Mr. Dowling does not think that the International Executive Board would intervene in District 8 even if a leader who they did not approve of was elected. "While I would be the last one to deny that the close personal relationship I have with our International President does make it easier to discuss our problems, I do not think that this is the important factor in our set up. Much more important, in my opinion, is the fact that these conditions have existed for so long and have been so successful that it would be impossible to change them. They were established because our organization believes this is the correct procedure for a union operating in more than one country. This is borne out by the fact that this is not only their position with regard to the Canadian section, but is also true of the Puerto Rican section (Personal Correspondence of the Author, letter from Mr. F. W. Dowling, July 29, 1963)."

<sup>37</sup>Norgren, op. cit., p. 32.

activities in the United States. Whatever the general truth of this charge, it is not valid in the case of the U.P.W.A.<sup>38</sup> Although Canadian locals must pay a per capita tax to the International Union,<sup>39</sup> this money is used to pay Canadian expenses, not American. The per capita paid by Canadian locals to the International is deposited in a Canadian bank in Toronto and Canadian expenses--maintenance of district headquarters, staff salaries, per capita dues to the Canadian Labour Congress, research, publicity, and strike benefits--are paid from the account by cheques signed by the international president and the international secretary-treasurer. The only portion of this money which goes to the International Union is a sum to cover the administrative expenses incurred by the International on behalf of District 8.<sup>40</sup> Moreover, the net flow of funds between District 8 and American trade unionists would seem to be in favour of the former. In the first few years of the

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<sup>38</sup>Even the general validity of this charge is slight. See Forsey, op. cit., pp. 136-137.

<sup>39</sup>Supra, pp. 94-95 and p. 101.

<sup>40</sup>In 1962, this sum amounted to \$34,270.38 (U.P.W.A. Financial Statement 1962). The figure represents District 8's share of administering the International Union's finance department. It includes such items as the expenses incurred by the International in handling the payment of District 8 staff and maintaining its financial records. The figure was mutually agreed upon by the District 8 auditor and the comptroller of the International Union.

Canadian district's existence, the salaries of both Dowling and Norman Riches, a western field representative, were paid by the United Steelworkers of America. Adam Borsk, an organizer in the Winnipeg area, was paid by the international office of the U.P.W.A. In the nation-wide strike waged by District 8 in 1947, approximately \$100,000 was sent to Canada by the International Union. The only money which has flowed to the International from District 8 (excluding the charge for Canada's share of administrative expenses) has been the sum of \$300,000. This was sent from the Canadian strike fund in 1959 to aid the International in a prolonged strike.<sup>41</sup>

Appointment of district staff. District directors of

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<sup>41</sup>While for accounting purposes the Canadian and American strike funds are kept separate, in practice they are viewed as one fund. Consequently, when money is transferred from the American fund to the Canadian, or vice versa, it is not paid back. The ability of District 8 to draw upon American funds in time of need is regarded by the District Director as one of the major advantages of the Canadian district's connection with the International Union. "Both our negotiating committees and the companies are well aware of the fact that if we have a prolonged strike in Canada that exhausts our financial resources, we have full call on the American funds. This means that even if we were forced, through strikes and lockouts to close the major plants in Canada, our union would have a large proportion of our members still working, and still could carry on its activities. . . . It is impossible to overestimate the importance of this psychological fact on the companies (Personal Correspondence of the Author, letter from Mr. F. W. Dowling, July 29, 1963)."

the U.P.W.A. are chosen, not by plenary vote of conventions as in a majority of international unions, but by the votes of the delegates as members from the particular district they represent. Specifically, the director of District 8 is elected exclusively by Canadians. Consequently, the district director owes first allegiance to his Canadian constituency rather than the International Union.<sup>42</sup>

The constitution of the District 8 Council stipulates that the district director shall appoint the assistant directors and the secretary-treasurer of the district. The International Constitution provides that international representatives and field representatives shall be assigned to various districts by the international president, "due deference" having been given to the wishes of the district directors. The practice in District 8, however, has been for the district director to appoint all representatives and

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<sup>42</sup>In contrast, the elected international officers in most craft unions are chosen on a slate basis by plenary vote, either at the convention or by membership referendum. The incumbent general officers, and particularly the presidents, are usually able to dominate the conduct of elections sufficiently to assure their own continuance in office and to steer the choice of candidates for the district directors, who make up the rest of the winning slate. The chief Canadian officer in the typical craft union is, therefore, in effect an appointee of the international president and consequently owes him first allegiance. See Philip Taft, "Opposition to Union Officers in Elections," Quarterly Journal of Economics, LVIII (February, 1944), pp. 248-264, cited in Jamieson, op. cit., p. 73.

such representatives have always been Canadian.

Trusteeship. The International Executive Board's disciplinary powers over the Canadian district and its locals is the same as that over American districts and locals. In short, it has the constitutional power to place Canadian locals, or District 8 in its entirety, under administration, suspend their officers, and revoke their charters. In practice, the disciplining of Canadian locals has been left to the discretion of the Canadian director and his executive. A situation has never arisen affecting the disciplining of District 8.

Conclusions. It is fairly clear that District 8 is quite autonomous in its day-to-day administrative activities. This administrative autonomy stems from three main sources. First, the U.P.W.A. is industrial in structure. As a result, its locals are generally fewer, larger in membership, and geographically more concentrated than most craft unions. Politically, therefore, they offer a more effective counter-force against any tendency toward excessive centralization and control by international headquarters. Secondly, the District 8 director is elected entirely by Canadian delegates and is therefore relatively independent of the International Executive Board. Finally, the Canadian district director appoints his own administrative

staff. In fact, it would seem that District 8 has the maximum amount of autonomy which a Canadian district can have and still remain an integral part of an international union.

#### IV. CONSOLIDATION OF UNIONS IN THE FOOD AND BEVERAGE INDUSTRY

One of the main effects of international unionism is that Canada has inherited a trade union structure designed for the American economy, an economy with a much larger labour force.<sup>43</sup> The result is that Canada has too many small unions which because of their size cannot function with maximum efficiency. They cannot, for instance, afford such specialized services as research, public relations, or education. This is illustrated by the fact that of unions with thirty-five thousand or more Canadian members, six out of nine have research departments, three out of nine have public relations departments, and four out of nine have education departments. Of unions with twenty thousand to thirty-five thousand Canadian members, three out of nine have research departments, none have public relations departments, and one has an education department. Of unions

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<sup>43</sup>D. N. Secord, "International Unionism in Canada," speech delivered to the London and District Labour Council, n.d.



with ten thousand to twenty thousand Canadian members, two out of twenty-one have research departments, one has a public relations department, and two have education departments. Of the ninety-nine unions of less than ten thousand Canadian members, none have any of these facilities.<sup>44</sup>

Since Canadian districts are generally too small to develop their own specialized services, they have been forced to use the professional staff at international headquarters. The result has not always been favourable. Even the best informed American labour research people know relatively little about Canada; they are far too busy with American problems to learn. Since they devote most of their efforts to servicing American needs, they have naturally tended to carry techniques and practices over to Canada which are often not fully suited to Canadian conditions.<sup>45</sup>

The U.P.W.A. is no exception to the general case outlined above. District 8 has been able to afford only a one man research staff who doubles as an assistant district

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<sup>44</sup>Ibid.

<sup>45</sup>The drive for pension plans staged by the United Automobile Workers a few years ago, for example, ran into difficulties in Canada as a result of the failure to adjust the arguments from the American social security plan to the existing old age assistance plan in Canada. It took some time to tailor the arguments to fit the Canadian requirements (Montague, op. cit., p. 47).

director,<sup>46</sup> and a one man education staff whose main job is to edit The Canadian Packinghouse Worker. It has no legal or public relations staff.

In order to improve the efficiency of Canadian districts, it has been suggested by Mr. Secord that instead of the approximately 138 unions in Canada today, Canada should have about 25, and within these 25, separate industry and trade bargaining groups should exist.<sup>47</sup> These larger units would be able to maintain the specialized services required by unions in modern industrial relations.

While this proposal has a great deal of merit, its implementation would be extremely difficult for Canadian districts of international unions. Under the constitution of the Canadian Labour Congress, the amalgamation of the Canadian districts of two or more international unions, without the prior or simultaneous amalgamation of the parent bodies in the United States, would be considered as "raiding," and the union initiating the action would very likely be expelled from the Congress. Thus Canadian districts face a dilemma. Either they must amalgamate unilaterally, thereby severing all connections with their internationals

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<sup>46</sup>It should be noted that since this thesis was completed, District 8 has hired a full-time, university-trained research director, Mr. Giles Endicott.

<sup>47</sup>Secord, op. cit.

and running the risk of expulsion from the Canadian Labour Congress, or they must allow the present unsatisfactory structure of the Canadian labour movement to continue to exist until their parent bodies in the United States decide to amalgamate. Since severance of the international connection is beset with considerable disadvantages<sup>48</sup> and legal difficulties,<sup>49</sup> few, if any, Canadian districts are likely to choose the former course of action. It is much more likely that the amalgamation of international unions in Canada will await amalgamation in the United States.

In this regard, it is interesting to note that one of

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<sup>48</sup>Canadian districts which bargain in American-owned or -managed industries would likely suffer a reduction in their bargaining power (supra, p. 121, n. 30). Moreover, initially at least, the financial strength of Canadian districts would be reduced (supra, p. 126, n. 41).

<sup>49</sup>According to the prevailing legal view in Canada and the United States, a local union or district affiliated with an international union is not an entity in itself but merely an administrative unit. The local or district has no rights (e.g., to name or title, to certification or jurisdiction under existing agreements, to union dues and funds, buildings, equipment, or other property, and so on) apart from any that may be expressly assigned to it in the international constitution. Consequently, Canadian unions, as subsidiary bodies of international unions, are not distinct entities in themselves and have no character that distinguishes them in any significant way from their American counterparts. Attempts by the officials of Canadian locals to break away from internationals have been defeated on a number of occasions, even when they were supported by the majority of local members. Courts have usually ruled that the locals' assets and bargaining rights, under existing agreements, were the property of the parent bodies. (Jamieson, op. cit., pp. 68-69).

the long-run goals of the U.P.W.A. is to effect a merger of all the unions in the general food and beverage field. Mr. Ralph Helstein, International President of the U.P.W.A., in a speech in Toronto, in 1961, stated:

. . . I feel compelled to point out also that we may well have to re-evaluate our whole concept of union jurisdiction away from the traditional lines that we have followed. Can we have industry-wide seniority that is meaningful within the confines of our current union structures? Is it not necessary to think, not of the meat packing industry as a separate industry, but of the food industry in its entirety? Is this not also true in the various other jurisdictional groups? I believe that it is and I am convinced that we must re-examine our present union structures, looking toward mergers and consolidations of our present unions on a true industry-wide basis. We cannot permit our own institutional considerations to stand in the way of doing these things that are necessary to ease the transition to the age of the robot. The economic welfare of our membership requires it, the public interest will demand it.<sup>50</sup>

Several significant steps have already been taken by the U.P.W.A. towards merging with related unions. Since 1955, the U.P.W.A. and the Amalgamated Meat Cutters have been carrying on formal merger talks. The most difficult problem separating the two unions has been the question of the apportionment of executive board posts in the new organization. In fact, this question caused the merger to fall

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<sup>50</sup>Ralph Helstein, "Automation: Its Collective Bargaining and Social Implications," speech delivered in Toronto, March, 1961. Similar sentiments are expressed in Helstein, "Collective Bargaining in the Meat Packing Industry," op. cit., p. 152.

through in the final stage of negotiations.<sup>51</sup> However, the International Executive Board of the U.P.W.A. is still optimistic that a satisfactory basis for merger can be found. In spite of the absence of a formal merger agreement, since 1956 the two unions have bargained jointly in all the American plants in which they both have jurisdiction. Moreover, in 1956 and 1959 they jointly waged a strike against the American plants of Swift and Company.<sup>52</sup>

In the United States, the International Union has also discussed the possibility of merging with other unions. These unions include:

1. Bakery and Confectionery Workers' International Union of America (8,419).<sup>53</sup>
2. International Union of United Brewery, Flour, Cereal, Soft Drink, and Distillery Workers of America (6,000).
3. Distillery, Rectifying, Wine and Allied Workers' International Union of America (4,041).
4. American Federation of Grain Millers (1,065).

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<sup>51</sup>See F. W. Dowling, "Why is the Merger Off?" The Canadian Packinghouse Worker, November, 1955, pp. 8-9, and T. V. Purcell, Blue Collar Man: Patterns of Dual Allegiance in Industry (Cambridge, Mass.: Harvard University Press, 1960), pp. 29-35.

<sup>52</sup>See Purcell, ibid., pp. 225-229 and pp. 239-247 for an account of these strikes.

<sup>53</sup>The figures in brackets are the membership figures of the Canadian districts of the unions. All figures are taken from Labour Organizations in Canada, op. cit.

5. Retail, Wholesale and Department Store Union  
(17,000).

6. New Brunswick Fish Handlers' Union (495).<sup>54</sup>

If the U.P.W.A., the Amalgamated, and the above unions were to merge, there would be a total Canadian membership in the new organization of approximately seventy thousand.<sup>55</sup> As yet, the discussions have not resulted in any clear agreement on the terms on which a merger could be effected.

In the meantime talks are being carried on and other steps are being taken. As a result of talks in the United States between the first five unions listed above, a Food and Drink Department was established in the A.F.L.-C.I.O. The purpose of the department is to co-ordinate the activities of unions in the food and beverage industry and provide a forum in which these unions can discuss common problems. A Food and Drink Department of the Canadian Labour Congress is also destined to be established. Mr. Dowling intended to introduce a resolution to this effect at

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<sup>54</sup>This organization is not an international union and merger discussions were held in Canada.

<sup>55</sup>There are some additional unions which would qualify for membership in a general food and beverage union. They are: the Canadian Seafood Workers' Union (1,800); the British Columbia Deep Sea Fishermen's Union (95); the United Fishermen and Allied Workers' Union (7,359); and the Retail Clerks' International Association (9,451). They represent at present a total Canadian membership of approximately 19,000.

the 1962 Canadian Labour Congress convention. However, personal reasons kept him from attending the convention and the resolution was not introduced. He intends to introduce the resolution at the next convention and the other food and beverage unions have assured him it will receive favourable consideration.<sup>56</sup> For the well-being of both the Canadian and American labour movements, it is to be hoped that these are only the first steps toward consolidation and rationalization of existing union structures.

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<sup>56</sup>Interview with Mr. F. W. Dowling, June 22, 1963, in Toronto.

## CHAPTER V

### PATTERN BARGAINING IN THE CANADIAN MEAT PACKING INDUSTRY

#### I. INTRODUCTION

Within recent years, labour economists have directed increasing attention toward the phenomenon of "pattern bargaining."<sup>1</sup> This type of bargaining has been defined as, "the negotiation of a labour agreement by reference to one agreement, generally called the 'key bargain,' which serves as a standard or model for many others."<sup>2</sup> Generally the union negotiates a company-wide agreement with one of the larger companies and then it attempts to press that same agreement upon the other firms in the industry. It is

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<sup>1</sup>The major writings on the subject include: Frederick H. Harbison and Robert Dubin, Patterns of Union Management Relations (Chicago: Industrial Relations Center, University of Chicago, 1947), especially pp. 181-201; George Seltzer, "Pattern Bargaining and the United Steelworkers," The Journal of Political Economy, LIX (August, 1951), pp. 319-331; Jules Backman and A. L. Gitlow, "Evolution of National Multi-Employer Collective Bargaining," The Southern Economic Journal, XVIII (October, 1951), pp. 206-218; Gerald G. Somers, "The Future of Pattern Bargaining," The Southern Economic Journal, XVIII (April, 1952), pp. 559-563; Jules Backman and A. L. Gitlow, "The Future of Pattern Bargaining: A Rejoinder," The Southern Economic Journal, XIX (January, 1953), pp. 382-384; Neil W. Chamberlain, Labor (New York: McGraw-Hill, 1958), pp. 166-175; and Harold M. Levinson, "Pattern Bargaining: A Case Study of the Automobile Workers," Quarterly Journal of Economics, LXXIV (May, 1960), pp. 296-317.

<sup>2</sup>Seltzer, op. cit., p. 319.



significant that the industries in which pattern bargaining is well-developed--steel, automobiles, electrical equipment, and meat packing--are of an oligopolistic nature in which there is a recognized tendency "to follow the leader." Just as price leadership has emerged as a practical means of avoiding price competition in the product market, so wage leadership<sup>3</sup> has evolved to avoid wage competition in the labour market.

Although this tendency towards wage leadership sometimes precedes the development of strong trade unionism,<sup>4</sup> the spread of unionization has greatly increased the patterned similarity of wage changes within industries. "The union," as one economist has noted, "now provides a vehicle for the transmission of the key wage change to all lesser units within the industry and is the instrument for forcing as close an adherence to the pattern as its bargaining strength permits."<sup>5</sup> Moreover, the existence of a union may mean that the influence of the key bargain spreads across industry lines. A union which bargains in several

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<sup>3</sup>In this context the word "wage" is used in its broadest sense to include all the pecuniary items negotiated in a collective agreement.

<sup>4</sup>Seltzer shows that the United States Steel Corporation provided wage leadership in the period preceding unionization of the industry (op. cit., p. 322).

<sup>5</sup>Chamberlain, op. cit., p. 166.

different industries may force a key bargain negotiated in one industry upon firms in the other industries. Thus the key bargain becomes union-wide rather than industry-wide. In addition, in order to maintain their status and prestige within the labour movement and to maintain control over their own unions, the leaders of lesser unions are forced to try and press the key bargains of the major unions in the economy upon their own industries.<sup>6</sup> Thus although unions might not have been the initiators of the pattern-setting process, they certainly have acted as a catalyst in its development.

Pattern bargaining is a method of achieving contract uniformity. This desire on the part of the union for uniformity can be explained by a number of factors. First, in order to preserve employment for its members, the union wants to minimize the competitive disadvantages that may arise for particular employers from the differential impact of collective bargaining. Secondly, the union wishes to present a united front to the employers and to prevent them from engaging in "whipsawing." Thirdly, there is an almost mystical belief among trade unionists that there should be

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<sup>6</sup>For a more complete discussion of this political aspect of wage determination see Arthur M. Ross, Trade Union Wage Policy (Berkeley: University of California Press, 1948).

equal pay for equal work. Fourthly, contract uniformity helps to maintain solidarity within the union by preventing the frictions and political pressures which may arise when one group of members makes larger gains than another. Finally, a uniform bargaining policy eases the administrative problem by providing standards for negotiators. Thus from the union's point of view, contract uniformity is dictated by economic, tactical, equitable, political, and administrative considerations.<sup>7</sup>

It should not be thought, however, that key bargains are always followed without deviation, either within or without the industry. As Chamberlain has said:

Whether a pattern is followed is a bargainable matter in any negotiation, in any bargaining unit, in any industry. What can be said is that the wage patterns set up an expectancy in the minds of employee groups; they establish criteria of what wage changes will be regarded as fair; and any downward deviation from such an expectancy must be justified by the employer in hard bargaining.<sup>8</sup>

The most that can be said is that under pattern bargaining collective agreements in a given industry are likely to conform, within imprecise limits, to the terms the union negotiates with the key firm.

This chapter presents the findings of an empirical

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<sup>7</sup>Seltzer, op. cit., p. 324.

<sup>8</sup>Chamberlain, op. cit., p. 167.

study of pattern bargaining within one administrative area of the Canadian section of the U.P.W.A., Sub-District 104. This sub-district covers the area of Manitoba and North-western Ontario and includes almost 11 per cent of the total Canadian membership. It comprises the city of St. Boniface which is one of the largest meat packing centers in North America.<sup>9</sup> Union membership is distributed among the plants of the "Big Three," ten independent meat packers, one cold storage, two dairy and poultry plants, two vegetable canneries and general food processors, one ice cream plant, one sugar refinery, and three flour mills. Thus Sub-District 104 is fairly representative of District 8. It includes a substantial proportion of the total Canadian membership and examples of all the multifarious industries in which the U.P.W.A. as a whole functions. It therefore offers a good basis on which to make generalizations concerning the U.P.W.A.'s practice of pattern bargaining.<sup>10</sup>

The data presented in Appendix C has been obtained from a detailed analysis of the collective agreements

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<sup>9</sup>It has been claimed that when the new Burns and Company plant is completed in St. Boniface that this city will be the largest meat packing center in North America (Winnipeg Free Press, February 27, 1962).

<sup>10</sup>It should be noted, however, that the proportion of small independent packers who are unionized is much greater in Sub-District 104 than in other areas of Canada, and in this respect the sub-district is not representative of the Canadian meat packing industry.

negotiated during the period 1943 to 1963 in Sub-District 104. It has not been possible to include all the firms which make up the sub-district. In several cases, the companies have been unionized for such a short period that no trend is discernible. In others, although the firms have been unionized for several years, so many of the collective agreements are missing that no reliable conclusions can be drawn. The sixteen firms which were selected for analysis have a relatively long history of unionization and provide reasonably good diversification with regard to size, financial strength, and type of product. These firms comprise 64 per cent of the total number of firms in the sub-district and approximately 96 per cent of the total union membership in the area.<sup>11</sup>

In analyzing the extent and nature of pattern bargaining in the Canadian meat packing industry, attention will be focussed primarily on the relative pattern, that is on the major change in benefits negotiated by the U.P.W.A. Obviously, the absolute level of benefits between the various companies will be the same only if the companies began the period under review with the same absolute level. As will be seen below, an upward deviation from the pattern

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<sup>11</sup>For a list of the firms included in this study and the reasons for choosing them, see Appendix B.

often represents an attempt by the union to force a firm to conform more closely to the absolute level of benefits granted by the key firm.

The pattern has been defined to include the following: basic wages, fringe items,<sup>12</sup> hours of work, premium hours, union security, vacations, holidays, and seniority. The health and welfare and pension provisions of the collective agreements have been omitted for several reasons. First of all, some of the plans were, and in some cases still are, outside of the collective agreements. Secondly, it is next to impossible for someone lacking actuarial training to accurately determine the actual or equivalent value of different and complex items within a pension or welfare "package." Finally, even in those agreements in which these items are bargainable matters, the terms are generally not included in the actual agreement. Usually, the specific terms are laid down in supplementary agreements or in correspondence between the company and the union. Except for the most recent revisions, most of these documents are missing.<sup>13</sup>

The following analysis will attempt to answer several

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<sup>12</sup>See the tables in Appendix C, items 1(b) to 1(j).

<sup>13</sup>Other items in the contracts such as paid meals, rest periods, free laundry services, tool sharpening time, free work clothes, and free tools have also been omitted.

questions. To what extent has pattern bargaining produced conformity with the terms of a key bargain in the Canadian meat packing industry? Is this conformity increasing or decreasing as time goes on? Does the concept of pattern bargaining apply to all the items in a collective agreement, or is it more applicable to some than to others? What factors determine the degree of conformity with the key bargain? How wide an area does the key bargain influence? More specifically, does the key bargain in the meat packing industry set the pattern in the milling, sugar, cold storage, and dairy and poultry industries? What are the effects and implications of pattern bargaining by the U.P.W.A.?

## II. THE EMPIRICAL RECORD

### The Period 1943-1947

The years 1943 to 1947 were, as we have seen, a period of growth and consolidation for the U.P.W.A. In 1943, the union entered the Manitoba area and by the end of the year had organized the Winnipeg plants of the "Big Three" and the plants of some of the "Independents." By 1944, the union had collective agreements with at least seven firms and by 1947, this number was increased to nine. During the four year period, membership in District 8 more than trebled and membership in Sub-District 104 reached

approximately the same level as it is today.<sup>14</sup> The Richards' Commissions of 1944, 1945, and 1946 culminated in the acceptance of company-wide collective bargaining in the Canadian packing industry. The development of company-wide negotiations established the basis for pattern bargaining. Only when a standard agreement was accepted by the price leaders of the industry, could lesser firms be expected to follow suit.

The bargaining patterns of the period can be ascertained by a yearly analysis of the collective agreements.<sup>15</sup>

1943. The two 1943 agreements are quite dissimilar except for holiday and vacation provisions.<sup>16</sup>

1944. Partly due to the Richards' Report<sup>17</sup> and partly due to the union's bargaining demands, the 1944 agreements of the "Big Three" are identical except for some minor fringe items. The agreements signed with the three

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<sup>14</sup>See Appendix A.

<sup>15</sup>It is almost impossible to compare wage provisions during this period, for all monetary aspects of collective agreements were referred to the Regional War Labour Board and in most cases the "Findings and Directions" of the Board have been lost.

<sup>16</sup>The yearly summaries of the collective agreements should be read in conjunction with Appendix C.

<sup>17</sup>Supra, pp. 81-82.



"Independents" and the Manitoba Cold Storage depart considerably from the "Big Three" pattern.

1945. The Winnipeg Settlement<sup>18</sup> of 1945 resulted in almost identical agreements for the "Big Three," but the four other agreements negotiated during the year did not conform very closely to these key agreements.

1946. The intervention of Justice Richards in 1946 once again resulted in an identical settlement for Canada Packers, Swift, and Burns. Moreover, the "Independents" began to follow the pattern set by the "Big Three." Public Abattoir granted the 1945 wage increase plus the 1946 wage increase of the "Big Three." Swift Dairy and Poultry seems to have granted the 1945 and 1946 pattern wage increase,<sup>19</sup> and St. Boniface Abattoir granted the 1945 wage increase and half the 1946 wage increase. The agreements with the two independent abattoirs did not include any wage-fringe items, but better union security clauses partly compensated for this. The Manitoba Cold Storage agreement showed some similarity in hours of work, union security, and holiday

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<sup>18</sup>Supra, pp. 84-85.

<sup>19</sup>If the 1946 and 1947 "Big Three" wage settlements are added to the 1945 basic male rate at the Swift Dairy and Poultry plant of 60 cents, the amount obtained is approximately 83½ cents.

provisions.

1947. In 1947, Swift was the key bargain.<sup>20</sup> The settlements at Canada Packers and Burns were identical and an attempt was even made to bring the absolute wage levels into line with Swift's. Three of the four "Independents," the cold storage plant, and Swift Dairy and Poultry showed substantial agreement with the key bargain. The agreements at Manitoba Sausage and Manitoba Sugar showed little similarity to the pattern settlement.

#### The Period 1948-1954

Prior to 1948, the collective bargaining pattern in the meat packing industry was established and maintained to a large extent by government boards and commissions. After 1948, the pattern was formulated by free collective bargaining. The largest firm in the industry and the price leader in the product market, Canada Packers, became the wage leader in the industry's labour market. The two other members of the "Big Three," Swift and Burns, adopted the collective bargaining procedure of waiting for Canada Packers to reach a settlement with the union and then following this settlement, occasionally modifying it slightly in order to meet conditions peculiar to their firms. Thus from 1948

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<sup>20</sup>Supra, pp. 87-89.

on, the Canada Packers settlement became the key bargain. This can be shown by a yearly analysis of the collective agreements of this period.

1948-1950. The key bargain was followed exactly by Burns and Swift and, in addition, by three of the five "Independents." Manitoba Cold Storage fell short of the pattern by only one cent in wage rates. Manitoba Sausage did not follow the 1948 wage pattern but it did grant the 1949 pattern. The Manitoba Sugar agreement remained almost unchanged and was much below the key bargain. In 1949, the first agreement was signed with Buffalo Packers.

1950-1952. The key bargain was followed by Burns and to a lesser extent by Swift. Swift refused to grant the same union security provisions as Canada Packers because it was against American head office policy to compel anyone to join or pay dues to a union. However, Swift did grant a shorter workweek than the other members of the "Big Three." Four of the six "Independents" followed the key bargain, except for vacation provisions. Manitoba Sugar granted a wage increase slightly above the key bargain, although it is likely that if the effect of the escalator clause on the wage rates in the key bargain were taken into account, this agreement would conform to the pattern. Buffalo Packers and Manitoba Cold Storage made above-pattern settlements in an

attempt to bring their absolute wage rates into greater conformity with Canada Packers. The Swift Dairy and Poultry agreement was a below-pattern settlement.

1952-1954. The Canada Packers contract of 1952-1954 was followed exactly by Burns, and with a few modifications, by Swift. In addition to the terms of the key bargain, Swift granted severance pay.<sup>21</sup> All of the "Independents" granted the wage provisions of the key bargain, although not all of them granted the hour and wage-fringe items. The Swift Dairy and Poultry settlement was slightly above the key bargain.

#### The Period 1954-1964

During this period, the U.P.W.A. extended its collective bargaining activities into the flour milling industry. In the following summary of the agreements of the period, particular attention will be devoted to determining what effect, if any, the key bargain in the packinghouse industry had on settlements in the milling industry.

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<sup>21</sup>A severance pay plan had been in existence at Swift for a number of years. In 1952, it was brought within the framework of the collective agreement and made a bargainable matter. Mr. John Lenglet, Assistant Director of District 8, claims that Swift's severance pay plan is viewed by the union as a "make-up" provision. Canada Packers' and Burns's pension plans have vesting rights while Swift's pension plan does not (Interview with Mr. John Lenglet, September 12, 1963, in Toronto).

1954-1956. The terms of the key bargain were followed by Swift and Burns and by five of the six "Independents."<sup>22</sup> The Swift Dairy and Poultry agreement was considerably below the pattern. Manitoba Sugar was above the pattern, and although the 1955 Manitoba Cold Storage agreement is missing, it would seem that this firm also settled above the pattern.<sup>23</sup> The wage provisions of the three agreements in the flour milling industry were considerably higher than those of the key bargain in the meat packing industry. There was no pattern among the mills except to the extent that Maple Leaf and Ogilvie, which both had lower absolute wage rates than Lake of the Woods Milling, granted larger increases than the latter.

1956-1958. The key bargain was followed by Swift and Burns and by five of the seven "Independents." Two agreements, Manitoba Sausage and Swift Dairy and Poultry, were below the key bargain but the former by only one cent. Manitoba Cold Storage and Manitoba Sugar settled above-pattern,

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<sup>22</sup>The agreements for St. Boniface Abattoir, Farmers' Abattoir, and Manitoba Sausage are missing. However, if the difference between the base rate of 1953 and 1956 is calculated, it corresponds to the "Big Three" settlement of 1954-1956.

<sup>23</sup>The wage increase in Manitoba Cold Storage must have been  $\$1.53 - \$1.40 = \$0.13$ , while that in the "Big Three" was 6 cents.

as did all the milling firms.

1958-1960. The key bargain was generally adhered to by Swift and Burns, five of the six "Independents," Manitoba Cold Storage, and Manitoba Sugar, although many of the smaller firms did not grant all the wage-fringe items. The milling agreements still showed no tendency to follow the key bargain in the meat packing industry or to conform to a standard agreement within their own industry.

1960-1962. Burns and Swift, six of the seven "Independents,"<sup>24</sup> and Manitoba Cold Storage<sup>25</sup> followed the key bargain. Manitoba Sugar was below the pattern by one cent, while Swift Dairy and Poultry and Buffalo Packers were considerably below the key bargain. The agreements in flour milling showed little relation to each other or to those in the meat packing industry.

1962-1964. The key bargain was accepted by the two other members of the "Big Three" and five of the six "Independents." Manitoba Cold Storage settled above the

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<sup>24</sup>This is assuming that the escalator clause in the 1959 St. Boniface Hide and Wool agreement accounts for approximately a three cent increase in wages.

<sup>25</sup>This is assuming that the escalator clause in the 1958 Manitoba Cold Storage agreement accounts for approximately a two cent increase in wages.

pattern. Manitoba Sugar fell one cent short of the pattern while Swift Dairy and Poultry fell far below the pattern. Once again, the settlements in the milling industry did not follow the key bargain in the meat packing industry, nor was there any pattern within the milling industry itself.

### III. CONCLUSIONS

Several conclusions can be drawn from the above analysis of collective bargaining in Sub-District 104.

#### Meat Packing Firms

1. The key bargain in the meat packing industry is the settlement at Canada Packers. This firm's dominant position in the labour market is largely a result of its leading position in the product market.
2. Swift and Burns usually followed the key bargain exactly, although Swift sometimes modified it slightly in order to meet company policy.
3. The majority of the "Independents" followed the basic pattern, although there was significant variation in the degree of conformity with the key bargain for specific contract items.
4. The key bargain was most effective as a standard for the timing and amount of wage increases; it was least effective as a standard for wage-fringe benefits.
5. The effectiveness of the key bargain as a standard showed a tendency to increase, at least in basic wages, for the period studied.
6. The relative minimum wage differentials among meat packing firms were narrowed during the period studied.

7. In every case where above-pattern settlements were negotiated, the absolute wage level of the firm was lower than that of the key bargain. To some extent, at least, the above-pattern settlement can be interpreted as an attempt to achieve the same absolute level.
8. Below-pattern concessions generally took the form of either direct concessions in basic wages, or concessions on wage-fringe items. The latter was the most common form of concession.
9. Below-pattern agreements generally contained "make-up" provisions--usually a higher degree of union security--designed to compensate for the inferior monetary items of the agreement.
10. Below-pattern agreements can be explained by two main factors: the inability of the firm to pay and the unwillingness of the membership to strike.<sup>26</sup>

#### Non-Meat Packing Firms

1. Collective agreements with non-meat packing firms diverged considerably from the key bargain in the packinghouse industry. Manitoba Cold Storage generally granted the basic wage item of the key bargain and sometimes more, in an attempt to bring its absolute wages closer to those of the meat packing firms. In most cases, Swift Dairy and Poultry settled below the pattern, especially on the basic wage item. The agreements at Manitoba Sugar deviated substantially from the key bargain, although the amount of deviation lessened over the years. The agreements in the milling industry showed no relationship to the key

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<sup>26</sup>Mr. Joe Wilford, Field Representative of Sub-District 104, claims, for example, that the below-pattern settlements at Manitoba Sugar can be explained by the lack of militancy in Local 404. This lack of militancy results, at least partly, from the high proportion of part-time workers hired during the campaign season (Interview with Mr. Joe Wilford, July 13, 1963, in Winnipeg).



bargain.<sup>27</sup>

2. Thus in the non-meat packing field, the U.P.W.A. has been more conscious of the pattern of collective bargaining prevailing in the industry of which the firm is a member than of the key bargain in the packinghouse industry.

### The Implications of Pattern Bargaining

For several years, a prominent group of economists has been concerned over what it considers to be the monopoly power of labour unions.<sup>28</sup> The term labour monopoly has been used to describe a wide variety of union practices, including pattern bargaining. It is alleged that unions force the terms of a key bargain upon all the varied firms with which they bargain, regardless of industrial classification, size, location, competitive circumstances, or financial condition. This, it is claimed, results in: the collapse of many weak

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<sup>27</sup>It should be noted that agreements in the milling industry are even negotiated and signed before the key bargain in the meat packing industry.

<sup>28</sup>The writings of economists who argue that unions are monopolies are too numerous to list here but some of the more important include: Fritz Machlup, "Monopolistic Wage Determination as a Part of the General Problem of Monopoly," Wage Determination and the Economics of Liberalism (Washington: Chamber of Commerce of the United States, 1947); Leo Wolman, Industry-Wide Collective Bargaining (Irvington-on-Hudson, N.Y.: Foundation for Economic Education, 1948); H. Gregg Lewis, "The Labor-Monopoly Problem: A Positive Program," The Journal of Political Economy, LIX (August, 1951), pp. 277-287; Charles E. Lindbloom, "The Union as a Monopoly," Quarterly Journal of Economics, LXIII (November, 1948), pp. 671-697; and Fritz Machlup, The Political Economy of Monopoly (Baltimore: John Hopkins Press, 1952), chaps. 9 and 10.

and inefficient firms with a consequent reduction in employment;<sup>29</sup> an inflationary and employment-curtailling increase in prices;<sup>30</sup> and a reduced incentive for capital to migrate to labour surplus areas and offer job opportunities there because of low wage rates. In short, it is maintained that firms are held to an arbitrary wage pattern which is not suited to their individual circumstances and this results in serious economic dislocation.

The empirical record, at least in Sub-District 104, does not support these charges. It is obvious from the data contained in Appendix C that the U.P.W.A. has not used pattern bargaining as an inflexible instrument. The union has made little, if any effort to enforce the key agreement

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<sup>29</sup>If pattern bargaining actually did result in the collapse of weak and inefficient firms, it could be argued that from the economy's point of view this was a beneficial effect. By eliminating the weak and inefficient firms, it would be accomplishing what a perfect market should. It would force the survivors to equally high levels of efficiency thereby raising the average rate of productivity in the industry, and free resources for use in more productive sectors of the economy.

<sup>30</sup>It is argued that under pattern bargaining, firms are much more willing to give a wage increase because they know that all the companies in the industry will be forced to give the same increase, and it will therefore be relatively easy to pass this increase along to the consumer in the form of higher prices. The higher prices will cause a decrease in the quantity demanded of the industry's product, and hence a reduction in the amount of employment in the industry. It should be noted that this argument implies an industry in which demand is fairly elastic and labour costs are a large proportion of total costs.

in meat packing upon the other industries in which it bargains. Even within the meat packing industry itself, the U.P.W.A. has tolerated deviations from the pattern. To be sure, the burden of proof has rested upon the employer, but where he could prove that conditions peculiar to his firm required a departure from the key bargain, the union gave consideration to the circumstances. The number of below-pattern settlements in marginal and small firms certainly attests to this fact. During the period studied, not one firm in Sub-District 104 was forced out of business because of the level of wage rates established by the union.<sup>31</sup>

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<sup>31</sup>This is not meant to imply that in some cases wage rates, like all other factor costs, were not a contributing element to a firm's financial difficulties, but rather that the level of wages was not the sole, or even the main reason, for the collapse of marginal firms. The companies which went out of business in Sub-District 104 during this period were: Schneider's (Western) which closed in the fall of 1952 and Whittier Cannery (a department of Canada Packers) which closed in 1956. The main reasons for Schneider's financial difficulties were lack of managerial skill and obsolescence of capital equipment. Whittier Cannery's difficulties were many and complex: The cannery was situated in an old winery on the banks of the Red River and the building was quite unsuitable for a canning operation. Building maintenance costs rose due to the erosion of the river bank and the settling of the foundation. The 1950 and 1951 floods ruined the sewage system and sewage had to be removed by septic tank trucks with a consequent increase in expenses. A few unfortunate crop seasons during the 1950's further added to the difficulties. Several competitive canneries were started in southern Manitoba in the midst of the growing area where they could take advantage of low rural wage rates and shorter hauling distances. Finally, the head office purchased another vegetable cannery in Alberta which was capable of servicing the prairie market

This flexible application of pattern bargaining results from the "job consciousness" of the U.P.W.A. The union is well aware that if it were to rigidly enforce a uniform bargaining policy on all the industries in which it bargains, or even in the packinghouse industry alone, this would tend to disturb competitive relationships in product markets with consequent adverse effects on employment in these industries. "It is," as Seltzer has said, "the union's concern for preserving the jobs of its members which, more than any other factor, explains why the fears created by pattern bargaining are unjustified."<sup>32</sup>

The main aim of the Canadian district of the U.P.W.A. from its inception until 1947 was to achieve industry-wide bargaining in the Canadian meat packing industry. This proved to be impossible, and the union had to settle for company-wide contracts of a similar pattern. In spite of

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and this no doubt influenced the decision to close the Winnipeg plant. It could be argued that if the union had been willing to subsidize these firms through lower wage rates, they might have survived. It was the view of the union, however, that the above-mentioned factors would have caused the firms to close in any case. Finally, it should be noted that when a pattern-following firm has faced financial difficulties primarily as a result of its labour costs, the union has exempted it from meeting the pattern. See the case of Canada Packers Dairy and Poultry Limited, infra, pp. 191-192.

<sup>32</sup>Seltzer, op. cit., p. 331. Levinson's research, op. cit., leads him to a similar conclusion.

the fact that pattern bargaining has achieved a considerable degree of contract uniformity within the meat packing industry, it has been, and to some extent still is, viewed by the union as being an inferior negotiating method to that of industry-wide bargaining. By telescoping several sets of negotiations into one, industry-wide bargaining saves time, effort, and money. By increasing the size of the bargaining unit, it affords greater security against the inroads of rival unions. Moreover, it gives greater scope to strikes and, therefore, enhances the union's power to bargain with the government. Finally, in achieving uniformity it leaves less discretion for individual employers and consequently its results are more certain.

In spite of all these advantages, however, it appears that the U.P.W.A. has more to gain from pattern bargaining than from industry-wide bargaining. To a large extent, pattern bargaining has given industry-wide results without the formality and inflexibility of industry-wide bargaining. It has been much easier for the union to make concessions to marginal firms and to thereby protect the employment of its members than it would likely have been under industry-wide bargaining. Most important, with pattern bargaining the union bargains each company up to, or as close as possible to, the level of the most profitable firm in the industry. Under industry-wide bargaining the wage rates which the

union demands are a compromise between the most and least prosperous firms' ability to pay. That is, the terms are bargained down from what the industry's leading company could afford to pay to an average figure which will accommodate all the firms in the industry. Thus it is very likely that the average wage level in the Canadian meat packing industry is higher today than if industry-wide bargaining had prevailed.

Contract uniformity as achieved by pattern bargaining also has advantages for the employers in the meat packing industry. While pattern bargaining leaves the individual employer with less discretion than he would have if his bargain could be isolated from the rest of the industry, it nevertheless permits greater flexibility than would industry-wide bargaining, by permitting "justified" deviations from the pattern.<sup>33</sup> In setting the pattern, the power of the major producers is not weakened as it would be in industry-wide bargaining by the pressure of the smaller firms, and yet union policy is not likely to permit a very marked deviation from the pattern established. Each

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<sup>33</sup>No doubt it is possible that "justified" deviations could be arranged under industry-wide bargaining. However, it would be much more difficult as the other employers in the bargaining unit might veto the arrangement or argue that circumstances in their own firms entitled them to special consideration as well.

employer is left free to choose the extent to which he will resist union pressure for uniformity, and the degree of informal employer co-ordination can vary with the needs of the time. Finally, pattern bargaining while reducing the degree of competition among oligopolistic employers in the labour market, renders them, as well as the union, less vulnerable to the charge of monopoly. Almost all legislative attacks have been directed, of necessity, against demonstrable formal co-ordination of negotiations. Pattern bargaining is a much more socially-acceptable method of reducing competition in the labour market than industry-wide bargaining.<sup>34</sup>

Some writers tend to regard pattern bargaining as part of an evolutionary movement toward industry-wide bargaining. Chamberlain cautiously argues that pattern-following firms sometimes become irked at continuing pressure to conform to standards in whose setting they have no voice. Consequently, informal association of pattern-setters and pattern-followers for mutual discussion may occur and this may finally be replaced by formal joint

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<sup>34</sup>To date these legislative attacks have been largely unsuccessful and have occurred in the United States. See for example, S. 133, a bill introduced by Senator Joseph Ball in the 80th Congress and H. R. 2545, a bill introduced by Representative Wingate Lucas into the 83rd Congress.

action in a multiemployer unit.<sup>35</sup> Professors Backman and Gitlow conclude from their research that "company and/or area-wide collective bargaining are clearly critical half-way stations on the road to national multi-employer bargaining."<sup>36</sup> They list a number of devices which tend to bring about greater uniformity and thereby facilitate the "evolution from plant bargaining to more comprehensive bargaining." These are: the use of standard contract clauses, company-wide grievance procedure, uniform contract termination dates, and "blanket" decisions by government boards.<sup>37</sup> However, all these devices have been used in the Canadian meat packing industry<sup>38</sup> and they have contributed to the pattern bargaining rather than industry-wide bargaining type of contract uniformity. To the extent that they have been successful in achieving the uniform results of multiemployer agreements, they have rendered multiemployer bargaining in the Canadian packinghouse industry less essential. Rather than serve as a "half-way station" on the road to national multiemployer bargaining, one may conclude

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<sup>35</sup>Chamberlain, op. cit., pp. 172-173.

<sup>36</sup>Backman and Gitlow, "Evolution of National Multi-Employer Collective Bargaining," op. cit., p. 217.

<sup>37</sup>Ibid., pp. 215-217.

<sup>38</sup>Supra, pp. 81-89.



with Professor Somers, that "pattern bargaining may well constitute a relatively durable alternative modus operandi."<sup>39</sup>

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<sup>39</sup>Somers, op. cit., p. 561.

## CHAPTER VI

### THE FUTURE: AUTOMATION IN THE NORTH AMERICAN MEAT PACKING INDUSTRY

#### I. GENERAL SURVEY OF DEVELOPMENTS

Automation<sup>1</sup> is already a reality in numerous industries and is technically possible in many more.<sup>2</sup> Meat packing is one of the industries in which the impact of automation has been felt recently. One study indicates that in the period 1947 to 1958, the productivity of production workers in the American meat packing industry increased 2.75 per cent per year.<sup>3</sup> In the last half of this period, the rate of increase in productivity was even higher, being at least 4.7 per cent per year. Unpublished data from the Bureau of Labour Statistics suggests that this trend has continued into the 1960's.<sup>4</sup>

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<sup>1</sup>Throughout this chapter the word "automation" is used very broadly to cover the whole process of technological change.

<sup>2</sup>For a list of the manufacturing industries in which automation is likely to play an increasingly important role see N. W. Chamberlain, Labor (New York: McGraw-Hill, 1958), pp. 296-297.

<sup>3</sup>Milton Derber, "Economic Trends in the Meat Packing Industry" (Chicago: A report submitted to the Armour Automation Committee, 1961), p. 26. (Mimeographed.)

<sup>4</sup>Ibid., p. 1.

This increase in productivity has had its effect on employment within the industry. In spite of slightly higher per capita meat consumption during the 1947-1958 period, the number of production employees declined at an annual average rate of about .6 per cent and production manhours at about 1.4 per cent.<sup>5</sup> Professor Derber feels that even though the per capita consumption of meat will increase to some extent with the growth of disposable incomes, this declining trend in employment will continue, and by 1975 production manhours will have declined by approximately 20 to 25 per cent.<sup>6</sup> Although reliable productivity data for the Canadian meat packing industry is not available, it would seem that productivity here is also increasing.<sup>7</sup>

This increase in productivity and corresponding decline in employment is reflected in the membership figures of the U.P.W.A. The membership of the International Union reached a peak in 1954, and since that time it has declined

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<sup>5</sup>Ibid., p. 20.

<sup>6</sup>Ibid., p. 43.

<sup>7</sup>All the new devices described on pp. 165-166 of this chapter have been introduced into the Canadian meat packing industry. In fact, the "Moscow Mule" was used in Canada before it was used in the United States. Burns and Company are in the process of closing several old plants and in some cases building new plants containing the latest automated equipment.

by almost twenty-seven thousand members.<sup>8</sup> Although the membership of the Canadian district has not declined, in 1956 it reached a plateau of approximately twenty-two thousand members.<sup>9</sup> It is likely that with the continued introduction of automated equipment into the Canadian meat packing industry, employment in the industry, and therefore District 8 membership, will begin to decline.<sup>10</sup>

In order to gain some idea of the nature and scope of automation in the North American meat packing industry, it will be useful to cite a few examples of what has been accomplished:<sup>11</sup>

1. New packaging machines have been developed which fill and seal 135 one-pound packages of lard, shortening, or margarine per minute.
2. Sliced bacon used to be weighed and packaged by hand. Now a new machine presses the bacon to standard shape, slices it, puts it into packages, and wraps and seals them in cellophane. Similar machines have been developed to automatically weigh, package, and price almost any product.
3. Conveyors and power trucks have eliminated much of the heavy and bulky handling of materials.

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<sup>8</sup>See Appendix A.

<sup>9</sup>Ibid.

<sup>10</sup>That is, unless District 8 is able to compensate for losses in the meat packing industry by organizational gains in other areas of the food and beverage field.

<sup>11</sup>Unless otherwise noted, all examples are from John Lenglet, "Automation and the Food Industry," Canadian Labour, VI (February, 1961).

4. Linking wieners used to be a tedious time-consuming job done by hand. A wiener linking machine has now been developed that makes 140 links per minute.
5. The removal of hides from slaughtered animals used to demand high manual dexterity. Now a machine, the "Moscow Mule," does the job after a semi-skilled worker makes a few incisions and skins the head, neck, legs, and a small portion of the belly. Where it formerly took 98 top rated hide strippers to skin 100 steers per hour, 47 men can now maintain the same rate.<sup>12</sup>

It can be seen that much of the technological improvement to date has taken place in the packaging and wrapping of products which readily lend themselves to standardized control. Consequently, the automation which has occurred has not affected employment as much as one might have expected. The increase in automated equipment has been somewhat compensated for by the trend towards greater processing and packaging of foods.

Future developments, however, will likely have a much greater effect on employment in the meat packing industry, for they will concentrate on the actual production process. In 1957, the American Meat Institute asked a group of process engineers from the Ford Motor Company to survey a few meat packing plants to determine means of improving their efficiency. The following were some of the

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<sup>12</sup>"Automation," Labour Research, VIII (October-December, 1955), p. 8.

suggestions which the Ford engineers felt could be implemented immediately:<sup>13</sup>

1. Floor conveyors for driving livestock from one point to another.
2. Push button power gates for segregating and grading livestock.
3. A conveyor to pass animals over a weighing station where they would be weighed and at the same time all necessary record forms would be processed automatically.
4. An immobilizer method (gas) for hog slaughter combined with an automatic sticking device.
5. Automatic shaving and dehairing machines.
6. The development of automatic saws for all manual sawing operations.<sup>14</sup>

The engineers felt the above suggestions could be implemented immediately. They also proposed some "blue sky" suggestions which would take a little longer to develop:

1. An electronically controlled break-up machine for hogs. Conveyors would move slaughtered hogs into the machine where, by means of sensitive photo-electric cells guiding knives and saws, the whole carcass would be cut up and divided into component parts for later processing.
2. A "herding" device which would consist of a hoisting mechanism with a vacuum attachment. When

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<sup>13</sup>In the six years since the survey was undertaken, many of these suggestions have been implemented in various meat packing plants both in Canada and the United States.

<sup>14</sup>All the above and the following examples are taken from John McDougall, "Automation: Packers Can Apply It in Many Operations." This pamphlet was mainly an excerpt from The National Provisioner, October 5, 1957.

livestock strayed from a herd or a holding pen, instead of having numerous men chase them around the yards, it would only be necessary to drop the vacuum attachment onto the animal's back and then hoist and deposit the animal where it was wanted.

3. A portable "robot" to carry out the many repetitive jobs which do not require vision in the meat packing industry. The robot would have most of the parts of the human arm--fingers, wrist, elbow, and shoulder joints. Various jobs could be placed on tapes which could then be fed into its magnetic drum brain. By merely having a shelf full of tapes, the robot could be made quite flexible and could perform numerous operations.

It should be remembered that all these suggestions are not the fanciful ideas of an impractical scientist, but rather the business-like thought of five Ford processing engineers. Their survey was limited to only six plants and one day's inspection in each plant. As they point out, a more thorough survey would indicate even further areas for the use of automated equipment.<sup>15</sup>

The development of automated equipment in the meat packing industry is reflected not only in higher productivity and lower employment levels but also in the number of plant closings, especially in the United States. The packers have found it more profitable to erect entirely new plants in the same or in new locations than to modernize existing facilities. This tendency to close old plants can be explained by a number of factors: Slaughtering

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<sup>15</sup>Ibid., p. 8.

operations are less seasonal than they once were with the result that plant capacity which was once needed for peak periods is now unused. In addition, the larger packers slaughter a smaller percentage of the total output than they once did, due primarily to the vastly altered transportation facilities featuring a change from rail to truck.<sup>16</sup> Also, shifts in the population and in livestock growing patterns have tended to alter production patterns substantially. While all the above reasons are important in explaining plant closings, the main reason is that in most cases the layout of existing plants is not suited to the utilization of newly developed automated equipment.<sup>17</sup> If the company is to realize the full benefits of automation, new plant layouts have to be designed.<sup>18</sup>

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<sup>16</sup>Supra, p. 10, n. 9.

<sup>17</sup>This is clearly pointed out by Mr. John McDougall, the Ford Processing engineer: "There is one very important aspect of manufacturing planning which must be formulated before any automation program can proceed, and that is layout. . . . The plant layout should be considered the master plan [italics in the original] which integrates modern processing, automation, machinery, equipment flow, labour utilization, in-process handling, and shipment of the finished product into a unified package (op. cit., p. 2)."

<sup>18</sup>It seems that Canadian packers are also finding it profitable to erect new plants rather than modernize existing ones. For example, Burns and Company have decided to close down their Winnipeg plant and erect a new one in the neighbouring city of St. Boniface. In addition, some plant closings may result in Eastern Canada as a result of a change in railway freight rate policy. Freight rates used



## II. A CASE STUDY: ARMOUR AND COMPANY

It is the plant closing aspect of automation, with its concentrated regional unemployment, which has caused the most concern among trade unionists in the meat packing industry. For example, in the summer of 1959, the second largest meat packing firm in the United States, Armour and Company, closed six plants throughout the country.<sup>19</sup> These six plants represented more than 20 per cent of the company's plant capacity and the services of five thousand production employees were terminated.<sup>20</sup> Each year since that time, Armour has closed at least one plant and over three thousand additional production workers have been displaced.<sup>21</sup> In order to find solutions to the problems

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to favour shipping live cattle east for slaughter. This was changed in 1959, and has caused a trend to more livestock slaughtering in the west.

<sup>19</sup>Included in the 1959 closures were two large establishments--in Chicago and East St. Louis--and four smaller plants in Columbus, Fargo, Atlanta, and Tifton.

<sup>20</sup>Progress Report Automation Committee (June, 1961), p. 2.

<sup>21</sup>See I.U.D. Bulletin (Washington: A.F.L.-C.I.O., September, 1963), p. 8. It should be noted that in these closures, Armour was not unique in the packing industry. In recent years, all members of the "Big Four" have closed a number of their packinghouses. It is estimated that approximately thirty thousand workers have been affected by such closings (Progress Report, op. cit., p. 2).

arising from automation in general, and plant closings in particular, union and management officials established an Automation Committee.<sup>22</sup> The establishment of this Committee was an unusual and imaginative approach to the problems of automation and it will be worthwhile to examine its work in some detail.

The Automation Committee is a tripartite body consisting of four representatives of the company, two representatives from each of the unions, an impartial chairman, and an executive director.<sup>23</sup> In order to finance the work of the Committee, a fund of \$500,000 was accumulated through company payments of one cent for each hundredweight of total tonnage shipped from its plants. The task of the Committee was to "study the problems of automation . . . and report its findings and recommendations to the company and to the unions for their further consideration in connection with bargaining over a new contract in August of 1961."<sup>24</sup>

The Committee carried out three major projects: The

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<sup>22</sup>The Automation Committee was formed under the Agreement of September 1, 1959, between Armour and Company, and the United Packinghouse, Food and Allied Workers and the Amalgamated Meat Cutters and Butcher Workmen of North America.

<sup>23</sup>The chairman is Clark Kerr, President, University of California. The executive director is R. W. Fleming, Professor of Law, University of Illinois.

<sup>24</sup>Progress Report, op. cit., p. 1.

first project was a study of the subsequent experience of workers displaced by plant closings in Columbus, Fargo, and East St. Louis.<sup>25</sup> The second project attempted to help former employees of the Oklahoma City plant which was shut in July, 1960, to obtain or to prepare themselves for new employment.<sup>26</sup> The final project<sup>27</sup> was the development of a transfer plan for application between Oklahoma City and Kansas City.<sup>28</sup>

The three-city survey--Oklahoma, Fargo, and East St. Louis--included answers from more than eighty per cent of the former employees in the plants in question. On the basis of this survey the Automation Committee felt the following general conclusions were justified:<sup>29</sup>

1. The closing of a plant creates extreme hardships for the workers who are involved, particularly if unemployment is already high. In such a period discrimination in hiring on the basis of age, sex,

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<sup>25</sup>In charge of this study were Professors Richard C. Wilcock and Walter H. Franke of the Institute of Labor and Industrial Relations, University of Illinois.

<sup>26</sup>This study was undertaken by Professor Edwin Young, Chairman, Department of Economics, University of Wisconsin.

<sup>27</sup>This study was conducted by Professor Arnold Weber, Graduate School of Business, University of Chicago.

<sup>28</sup>In addition to these studies, the Automation Committee retained other experts for the purpose of making background studies. For a list of such studies see the Progress Report, op. cit., p. 10.

<sup>29</sup>Progress Report, op. cit., pp. 4-5.

and race becomes more evident.

2. The unemployment experience of terminated employees will exceed the general level in the community, though the rate of unemployment in any given locality will obviously affect job possibilities. One year after the closures, the unemployment rate of employees in East St. Louis was 56 per cent, and in Columbus and Fargo the rates were between 25 and 30 per cent. (The general rate of unemployment in East St. Louis between the time the plant closed in 1959 and October, 1960, varied from 4.6 per cent to 6.8 per cent. In Columbus, during the same period general unemployment varied only between 2.6 and 4.6 per cent. The figures for Fargo are not available.)
3. Age will be an important factor in finding new employment. In the year following layoff 47 per cent of those over forty-five years of age failed to find employment, while the figure was reduced to 33 per cent for those under forty-five.
4. Women will find it more difficult than men to locate new jobs. For the three cities combined, 52 per cent of the women, compared with 39 per cent of the men, were unsuccessful in their search for jobs.
5. Negroes face special difficulties in finding new jobs. In East St. Louis 61 per cent of the Negroes were not able to find jobs at all as compared with 36 per cent of the Whites.<sup>30</sup>
6. Those with the least education normally have had the greatest difficulty in finding new jobs.
7. Those with a low level of skills have had great difficulty in finding new jobs.
8. Though 50 to 65 per cent of the workers whose jobs were terminated expressed an interest in moving to a new job in another Armour plant, only 4 per cent had, on their own initiative and without a specific

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<sup>30</sup>Negroes made up 57.6 per cent of the former employees in East St. Louis.

new job in mind, moved more than one hundred miles from their original homes within a year after the plants closed.

9. Public employment services have been of very little help in finding new jobs for displaced workers.
10. Those former employees who find new jobs are likely to suffer a substantial decrease in earnings. Many will have to go into different industries and different occupational groupings. Median rates for the groups at Armour had been at a level of \$2.20 per hour, while the median average on post-Armour jobs was \$1.86 per hour.
11. Severance pay will be used by many (50 per cent in the three-city study) to pay old debts, and will to that extent be unavailable as a means of support during the period of search for a new job. The problem will be further complicated if the state takes the position that unemployment compensation is not payable while severance pay is being paid out.

The 1959 plant closings preceded the establishment of the Automation Committee. The Oklahoma City closure, however, came in July of 1960 after the Committee had been established. Consequently, the Committee felt obliged to see that its resources were used in ways which could be expected to immediately benefit those in Oklahoma City whose employment was being terminated. Accordingly, the Committee retained Professor Edwin Young and the Personnel Director's former secretary, who was familiar with all of the Oklahoma City employees. The Committee sent them to Oklahoma City to help former employees obtain or prepare themselves for new employment. They conducted a job campaign which consisted of circulating area employers with lists of Armour employees

and their qualifications; informing the personnel departments of other corporations of the problem; and newspaper, radio, and television publicity. In addition, with the help of the public employment service, aptitude tests were given to interested former employees, and the Automation Committee offered to finance a major part of the expense of retraining any employees who showed promise (on the basis of the aptitude tests) of benefiting from such training.<sup>31</sup>

At the time the Committee published its Progress Report, it was too early to properly assess the results of the retraining, as many of the courses had yet to be completed. However, on the basis of the work done in Oklahoma City with respect to assistance in searching for jobs and retraining efforts on behalf of displaced employees, the Automation Committee made the following conclusions:<sup>32</sup>

1. Careful advance planning and contact with other employers and the public employment service will

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<sup>31</sup>Of the 431 former production workers (353 men and 78 women) only 143 men and 27 women (41 per cent of the men and 35 per cent of the women) completed both tests and counselling interviews. The correlation between employment status and participation in the testing program was marked--59 per cent of those believed to be unemployed participated while less than 20 per cent of the employed came. Of the 170 who were tested only 60 (35 per cent) showed promise of benefiting from some form of vocational training. The balance were "simply told that the best chance of employment would be in casual manual labour (Progress Report, op. cit., pp. 6-7)."

<sup>32</sup>Ibid., pp. 7-8.

benefit displaced workers more than a sudden "crash" program.

2. No amount of contact or promotion is likely to produce any significant number of jobs in a period when unemployment is steadily rising.
3. Public employment services are relatively ineffective in helping employees find jobs.
4. Retraining on a "crash" basis is likely to benefit only a minority of employees in a situation involving middle-aged individuals who have limited formal education to start with.
5. A carefully planned, continuing education program, promoted and supported by both the company and the union, would help employees develop abilities and skills which would improve their positions in the labour market in a time of crisis.

On the basis of a study of existing interplant transfer systems by Professor Arnold Weber, the Automation Committee devised an experimental transfer plan for application between Oklahoma City and Kansas City. In January, 1961, registered letters went out to all of the employees who were working in the Oklahoma City plant at the time it closed in July of 1960. The letter asked whether the recipient would be interested in transferring to the Armour and Company plant in Kansas City under the following terms and conditions:<sup>33</sup>

1. Wages and working conditions in Kansas City would be similar for the respective jobs, since both Kansas City and Oklahoma City were under the same Master Agreement.

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<sup>33</sup>Ibid., pp. 8-9.

2. For departmental seniority, severance pay, and pension purposes the individual would be treated in Kansas City as if he were a new employee. However, he would carry with him his company service for all other purposes, such as vacations, sick leave, etc. If the individual had taken his severance pay in Oklahoma City in lieu of pension rights, an effort would be made to permit him to repay the severance money and reinstate his pension and severance rights.
3. Employment in Kansas City would be offered as additional employees were needed. The individual would have to qualify for a job within a reasonable time as set forth in the contract, and not require any more training than would a new employee.
4. If the individual accepted the transfer offer, the Automation Committee would pay the following expenses for him:
  - a) His actual moving expenses up to a maximum of \$325.
  - b) If he chose to leave his family in Oklahoma City temporarily, he could receive a \$5 per day living allowance for the first three months of his employment in Kansas City, or until he decided to move his family, whichever occurred first.
  - c) Actual moving expenses back to Oklahoma City up to a maximum of \$325 if, any time during the first year of employment in Kansas City, the individual was laid off and his layoff was judged by the Automation Committee to be permanent.

Exactly 50 per cent of the individuals receiving the above letter responded by saying that they would like to transfer. It is probable that not all of those who said they would like to transfer would actually do so if the opportunity presented itself. Unfortunately, however, just as the survey was completed the employment situation in Kansas City deteriorated and there were layoffs. Thus the transfer plan



has not yet been put into effect.

The Automation Committee did not include in its Progress Report any collective bargaining solutions to the problems raised by automation because of the imminence of negotiations. Neither the company nor the unions wished to be committed on matters subject to bargaining, until the time arrived for contract negotiations. However, approximately two months after the Committee issued its report, the unions and the company entered into a collective agreement which included clauses on automation that had obviously been influenced by the Automation Committee's Progress Report.<sup>34</sup> Among the clauses dealing with automation were the following: the company must give at least ninety days advance notice of plant closings;<sup>35</sup> if a replacement plant (as defined by the Automation Committee) is built by the company, then employees with seniority rights in the closed plant must be offered employment at the replacement plant in order of seniority and have all the rights and privileges

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<sup>34</sup>Master Agreement By and Between Armour and Company and the United Packinghouse, Food and Allied Workers and the Amalgamated Meat Cutters and Butcher Workmen of North America, September 1, 1961, to August 31, 1964.

<sup>35</sup>Ibid., Article 25.1. For a general discussion of the desirability of advance notice of plant closings see Arnold R. Weber, "Advance Notice of Plant Shutdown" (Chicago: A report submitted to the Armour Automation Committee, 1961). (Mimeographed.)

contained under the Master Agreement;<sup>36</sup> an interplant transfer system for permanently displaced employees with re-allocation allowances determined and paid for by the Automation Committee;<sup>37</sup> a supplemental unemployment benefit scheme entitled a "Technological Adjustment Plan" for employees with more than five years service who are permanently laid off;<sup>38</sup> employees who are eligible for benefits under the Technological Adjustment Plan may retire and receive a reduced monthly pension at age fifty-five if female, age sixty if male;<sup>39</sup> and non-alienation of severance pay.<sup>40</sup>

Designed to soften the blow of automation, these clauses while helpful, are not original, unique, or sufficient by themselves. They merely include most of the

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<sup>36</sup>Master Agreement, op. cit., Article 24.

<sup>37</sup>Ibid., Article 23.

<sup>38</sup>Ibid., Articles 25.2-25.5.

<sup>39</sup>Ibid., Section 9, p. 178.

<sup>40</sup>Ibid., Article 19.5. It was found by the Automation Committee, supra, p. 174, that creditors often received more benefit from severance pay provisions than did unemployed workers. Consequently, the 1961-1964 collective agreement provides that the company is not liable for the debts of any individual worker by reason of the existence of the separation allowance provisions. In addition, if due to a worker's bankruptcy, etc., separation allowance benefits would be received by anyone else, the company may hold the benefits or pay them to the worker's dependents.

standard collective bargaining solutions to the problems of technological change which have been included in industrial relations literature for the past twenty years. The only standard device which is not included in the 1961-1964 contract is the shorter workweek. This is primarily due to the fact that the members of the Automation Committee could not agree upon its desirability. Company representatives argued that the shorter workweek, with its higher costs, would make this low profit industry even less attractive than at present, and would require accelerated efforts to automate just to stay in business.<sup>41</sup> The impartial members opposed the shorter workweek because they believed it was a solution "which reduces the nation's productive capacity at the very time when it ought to be expanded."<sup>42</sup> Union representatives argued that the shorter workweek was essential to maintain full employment at this stage of American economic development. They claimed that the real choice facing the nation was not one of greater national per capita output or greater leisure, since no labour shortage is presently blocking full use of productive resources. They felt "the immediate goal to be achieved through a shortening of the workweek is not more leisure but substantially less

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<sup>41</sup>Progress Report, op. cit., p. 11.

<sup>42</sup>Ibid., p. 12.

enforced and unpaid leisure for those who now seek work."<sup>43</sup>

If it is assumed for a moment that North American governments are unable to produce full employment, then shorter hours, in some form, are an economic necessity. Otherwise, automation becomes a suicidal device: it makes possible increased efficiency and increased production, but it destroys the very market which that same increased efficiency and increased production makes possible. However, shorter hours need not necessarily mean a shorter workweek. It would seem to be better, at least more imaginative, to press for a shorter workyear through sabbatical leaves, longer vacations, and more holidays rather than a six or seven hour day. If the worker received his increased leisure in large units, then there is at least a possibility that he would use his leisure time to equip himself with the kind of special training and general education which the Automation Committee and others feel is so necessary for every industrial citizen in an age of automation.<sup>44</sup> The benefits of such a development would be twofold: First, the individual worker would be much more flexible in terms of skill and consequently in time of

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<sup>43</sup>Ibid., p. 11 and pp. 25-26.

<sup>44</sup>This would largely depend upon the government establishing an extensive adult education and vocational training program (infra, p. 185).

economic crisis his position in the labour market would be greatly strengthened. Secondly, with a higher average level of education and skill, the Gross National Product per capita may well be increased, or at least maintained, even in the face of shorter hours.

The main strength of the argument for the shorter workweek as a means of combatting technological unemployment rests upon the assumption that the government is unable to produce general full employment. For, if general full employment can be maintained then the solution to the automation problem is greatly simplified. Certainly the three major studies of the Automation Committee discussed above demonstrate the futility of establishing retraining and transfer schemes, when there are no vacant situations for workers to be retrained for and transferred to. What is primarily required is a rate of economic growth sufficient to absorb a labour force which is rapidly increasing in size and productivity. If such a growth rate can be achieved, then the shorter workweek as a means of combatting technological unemployment is unnecessary.<sup>45</sup> As the Committee itself points out:<sup>46</sup>

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<sup>45</sup>It may be argued, however, that the worker requires additional leisure and hence the shorter workweek or work-year is still desirable.

<sup>46</sup>Progress Report, op. cit., pp. 10-11.

Most important of all is the rate of economic growth which depends on a combination of private initiative and public policy. This growth must be fast enough to absorb the currently excessive unemployment, the rapid additions to the labour force, the workers displaced by modernization in an increasing number of industries, and the increasing productivity of workers not displaced. Growth adequate to meet these needs is the essential prerequisite to the orderly economic and social development of our nation.

Thus if North American governments maintain a rapid rate of economic growth, the shorter workweek is unnecessary, at least on economic grounds. If, however, North American governments fail to maintain the required growth rate, then the shorter workweek or workyear is imperative.

### III. CONCLUSIONS

Although the Automation Committee has not been very successful in developing original and detailed solutions to the problems of technological unemployment or in mitigating its effects upon packinghouse workers, its work has not been without value. If nothing else, the work of the Committee has shown that the employment problems of technological change can not be adequately met by one company, or one union, or through the collective bargaining process. Rather, automation is a social problem whose basic solution demands government action. It is far beyond the scope of this thesis to offer a detailed blueprint of what action the government should undertake. This is a subject which will

require a great deal more research before any very definite pronouncements can be made. However, it would seem that any government program must be of a twofold nature: First, it must, by providing a rapid rate of economic growth, establish a framework within which adjustments to technological change can take place. Secondly, it must establish adequate machinery to facilitate the readjustments of dislocated workers.

As indicated above, the annual growth rate of the economy must be rapid enough to absorb three factors: the proportion of the labour force presently unemployed, the annual increase in the size of the labour force, and the number of workers displaced each year by the increasing productivity of the labour force. While economic growth on such a scale is obviously a formidable task, it is by no means an impossible one. As several writers have recently pointed out,<sup>47</sup> a proper use of modern fiscal and monetary weapons would soon increase the economy's rate of growth sufficiently to absorb unemployed resources. The problem is not that governments lack the means of achieving general

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<sup>47</sup>See Clarence L. Barber, "Canada's Unemployment Problem," Canadian Journal of Economics and Political Science, XXVIII (February, 1962), pp. 88-102; Proceedings of the Special Committee of the Senate on Manpower and Employment (Ottawa: Queen's Printer, 1960), especially Nos. 1, 2, and 4; and "Unemployment," Labour Research, Vol. VI, Nos. 2-12 and Vol. VII, Nos. 1-4.

full employment. The problem is that governments have not given the goal of full employment sufficient priority.

In addition to producing a rapid rate of economic growth, governments must be prepared to facilitate the readjustment of workers to technological change. This could be accomplished in the following ways:

1. The establishment of an effective information gathering agency on job opportunities, and more important, future job opportunities. Such an agency could initiate a comprehensive program designed to provide periodic analyses and forecasts of the size and composition of the labour force and the demand for workers in different industries, areas, occupations, and with different skills. The results of these findings could be given wide publicity.<sup>48</sup> In the light of such information, the public employment service could then attempt to guide and counsel prospective entrants into the labour force as to career decisions.
2. The expansion of adult education and vocational training facilities in order to train prospective members of the labour force and retrain unemployed members of the labour force for jobs that are available and are likely to continue to be available in the future. If the retraining aspects of such a scheme are to be successful, then the government would have to: allow workers to complete retraining while receiving unemployment insurance benefits; allow workers to draw unemployment insurance benefits while also receiving severance pay; and if the former are unavailable or inadequate, provide the worker with some form of income maintenance.

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<sup>48</sup> See W. R. Dymond, Assistant Deputy Minister of Labour, "Manpower Implications of Technological Change," speech delivered to the Ontario Chapter of the International Association of Personnel in Employment Security, Toronto, September 14, 1962. (Mimeographed.)



3. The establishment by the government, in conjunction with labour and management, of a co-ordinated program of transferring workers primarily within companies, secondarily within industries, then within labour market areas, and finally to new areas.
4. The establishment of a special agency to initiate research on every aspect of automation and devise solutions to the problems it poses. An agency of this general nature has already been established by the United States Department of Labor and Canada would be well advised to do likewise.

The above list is not meant to be exhaustive. It merely indicates the immediate and minimum program which the government must undertake if the challenge of automation is to be met.

Governments, businessmen, economists, and others have long assumed that although automation may cause unemployment and human misery in the short-run, in the long-run it will be an unqualified blessing to mankind. It would be well for such thinkers to remember that the long-run is merely a series of short-runs. If automation is to benefit society in the long-run, then it must also benefit society in the series of short-runs contained therein.

APPENDIXES

## APPENDIX A

U.P.W.A. AVERAGE MONTHLY PAID MEMBERSHIP FIGURES  
1942-1962

YEAR	MANITOBA	DISTRICT 8	INTERNATIONAL
1942	---	853	49,865
1943	---	3,173	70,543
1944	---	5,448	84,200
1945	---	7,896	83,677
1946	1,809	10,952	96,668
1947	2,230	11,248	108,941
1948	2,293	12,796	101,286
1949	1,953	12,323	100,605
1950	1,990	12,920	102,478
1951	1,737	15,194	109,604
1952	1,806	18,034	116,238
1953	2,147	20,250	123,154
1954	2,761	19,832	123,430
1955	2,620	20,407	116,993
1956	2,611	21,117	119,345
1957	2,607	21,962	115,552
1958	2,590	21,924	107,690
1959	2,679	22,833	102,353
1960	2,470	21,657	99,762
1961	2,457	22,292	98,415
1962	2,350	22,382	96,778

Source: U.P.W.A. District 8 and International  
Research Departments.

## APPENDIX B

THE FIRMS INCLUDED IN THE ANALYSIS OF PATTERN BARGAINING  
IN THE CANADIAN MEAT PACKING INDUSTRY

Firms Included in the Analysis

The following firms have been included in the study:<sup>1</sup>

1. Meat Packing Plants.

- a) Local 216. Canada Packers Limited (800).<sup>2</sup>
- b) Local 219. Swift Canadian Company Limited (550).
- c) Local 224. Burns and Company Limited (425).
- d) Local 228. This is an amalgamated local covering nine firms. The following firms have been included in the study:
  - i) St. Boniface Abattoir Limited (35).
  - ii) Farmers' Abattoir Company Limited (50).  
Since this firm was unionized in 1947, it has been covered by the same collective agreement as St. Boniface Abattoir Limited.
  - iii) St. Boniface Hide and Wool Company Limited (4).<sup>3</sup>
  - iv) Buffalo Packers Limited (6).
  - v) Public Abattoir Limited (25).
  - vi) Manitoba Sausage Manufacturing Company Limited (65).
- e) Local 255. Brandon Packers Limited. This company was unionized in 1943. In 1962, it

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<sup>1</sup>For a complete list of the firms in Sub-District 104, see supra, pp. 99-100.

<sup>2</sup>The figures in parentheses indicate union membership in the firm. They were obtained from the per capita records of Sub-District 104 for July, 1963.

<sup>3</sup>Firms (i), (ii), and (iii) are all owned and controlled by the same group of businessmen.

ceased operations and later it was destroyed by fire. Just prior to the cessation of operations, the firm had approximately ninety-two union members. A new plant is being constructed by Manitoba Pool Elevators and it is scheduled to start operating late in 1964 or early in 1965. A large number of the Brandon Packers' agreements are missing. They were filed with the Manitoba Department of Labour during the Brandon Packers Strike Commission hearings and have subsequently been lost.

2. Cold Storage Plants.
  - a) Local 235. Manitoba Cold Storage Company Limited (20).
3. Dairy and Poultry Plants.
  - a) Local 219a. Swift Canadian Dairy and Poultry Company Limited (35).
4. Flour Mills.
  - a) Local 520. Ogilvie Flour Mills Company Limited (120).
  - b) Local 534. Maple Leaf Mills Limited (135).
  - c) Local 564. Lake of the Woods Milling Company Limited (60).
5. Sugar Refineries.
  - a) Local 404. Manitoba Sugar Company Limited (140).

#### Firms Excluded from the Analysis

The following firms have been excluded from the study:

1. Meat Packing Plants.
  - a) Local 228.
    - i) Custom Abattoir Limited (37). This firm was organized in 1961 and only two collective agreements have been signed.
    - ii) North West Packers Limited (1). This firm was formerly known as Anderson Packers

- and was unionized around 1943. In 1954, it was reorganized as North West Packers. Unfortunately, almost all the collective agreements are missing. In addition, at present there is only one union member, and the union does not have a collective agreement in force.
- iii) McMillan Fur and Wool Company Limited (6). This firm was organized in 1960, and only two collective agreements have been signed.
  - iv) The Jewish Community Council of Winnipeg (5). This organization (commonly known as the "Vaad") hires the rabbis (known as "Schochtim") who perform the Jewish ritual slaughter in the major Winnipeg packinghouses. The Schochtim signed their first collective agreement with the Vaad in January, 1949. This local (228e) has been omitted from the study because the content of its collective bargaining is determined by religious considerations and thus its agreements are different from those of any other U.P.W.A. local in Sub-District 104.
  - b) Local 471. This local includes the Fort William branch houses of the "Big Three." The branch houses have been omitted because the "Big Three" are already represented in this analysis by Locals 216, 219, and 224.

## 2. Dairy and Poultry Plants.

- a) Local 216. Canada Packers Dairy and Poultry Limited (15). This plant is organized into the same local as the packinghouse section of Canada Packers. Until 1958, the dairy and poultry employees came under the company-wide packinghouse agreement negotiated with Canada Packers. In 1958, competitive pressures forced the company to negotiate an inferior supplementary agreement for their dairy and poultry employees.<sup>4</sup> However, the union agreed

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<sup>4</sup>Swift had negotiated inferior supplementary agreements for their dairy and poultry plants from the beginning of bargaining in 1943. The fact that Canada Packers'

to this change only on the condition that this agreement would apply solely to workers hired after 1958. All the present employees would be covered by the packinghouse agreement until they retired. Thus at present, the majority of the employees in the dairy and poultry plant are covered by the Canada Packers packinghouse agreement. Consequently, this plant has been excluded from the study.

3. Vegetable Canneries and General Food Processing Plants.
  - a) Local 219c. Canadian Cannery Limited (4). This firm was organized in 1958 and it has signed only three collective agreements.
  - b) Local 798. Carnation Food Company Limited. This local was organized in the fall of 1963 and has signed only one collective agreement.
4. Ice Cream Plants.
  - a) Local 224a. Palm Dairies Limited (15). This is a subsidiary of Burns and Company Limited. It has been unionized since 1962 and has signed only one collective agreement.
5. Miscellaneous Plants.
  - a) Local 235. Simpson's Transfer, Feed and Storage Limited. This firm was unionized in 1961 and has signed only one agreement. In addition, there are presently no union members in the plant and no agreement in effect. The union has all but relinquished its hold on the firm.

#### Missing Collective Agreements

The majority of the collective agreements are on file in the Winnipeg office of the U.P.W.A. Some are on file at

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largest competitor in the dairy and poultry field was not forced to pay the high wages of the packinghouse industry put the company at a great competitive disadvantage.

the national office in Toronto and the western region head office in Calgary. The union has been quite careful in trying to preserve the agreements but the twenty year period has taken its toll and several of them are missing. The firms in the area were not able to fill in the gaps, for outside of the "Big Three," they generally do not keep their contracts on file for more than two or three years. Similarly, the Manitoba Labour Relations Board only keeps collective agreements on file for a maximum of four years. Consequently, it was invariably found that if the union did not have the agreements, they were not to be had anywhere. In spite of a careful and intensive search, the following collective agreements are missing from the study:

1. Buffalo Packers Limited.  
1954, 1955, 1957, 1958.
2. Public Abattoir Limited.  
1944, 1956-1958.
3. St. Boniface Abattoir Limited and Farmers' Abattoir  
Company Limited.  
1954-1956.
4. Manitoba Cold Storage Company Limited.  
1955.
5. Manitoba Sausage Manufacturing Company Limited.  
1954-1956.
6. Swift Canadian Dairy and Poultry Company Limited.  
1944, 1946, 1948, 1949, 1950, 1952.
7. Brandon Packers Limited.  
1945, 1946, 1947, 1948, 1949, 1951, 1952.



## APPENDIX C

TABULAR SUMMARY OF THE COLLECTIVE AGREEMENTS IN  
SUB-DISTRICT 104, 1943-1964Glossary of Terms Used in the Tables

@--At.

AO--All Others.

BF--Basic Female Wage Rate. In almost every case this may be interpreted as the lowest wage rate for permanent female employees prevailing in the firm.

BM--Basic Male Wage Rate. In almost every case this may be interpreted as the lowest wage rate for permanent male employees prevailing in the firm.

BRANDON PACKERS 255--Brandon Packers Limited, Local 255.

BUFFALO PACKERS 228--Buffalo Packers Limited, Local 228.

BURNS 224--Burns and Company Limited, Local 224.

camp--Campaign Season. This expression is used with reference to the Manitoba Sugar Company Limited. It is the period, roughly mid-September to mid-January, during which the sugar beets are processed into refined sugar. Generally 150 to 200 extra employees are taken on during this period. See "I camp" below.

CANADA PACKERS 216--Canada Packers Limited, Local 216.

CC--Compulsory Checkoff. The employer agrees that to secure and keep his job a worker must sign a form authorizing the employer to deduct union dues and other monies from his wages. This form of checkoff is usually used in conjunction with the "Union Shop" or "Rand Formula."

CS--Contingent Seniority. Under this type of seniority clause the qualifications of the employees--skill, physical fitness, ability, etc.--are considered as well as length of service, in making promotions. Seniority

prevails only if the qualifications of any two or more employees are considered to be equal.

d--Day or Days.

D--Departmental Seniority. This implies that the area within which an employee may exercise his seniority rights is only department-wide. Contrast to "plant-wide seniority" below.

DATES--All dates in the tables are written so that the first set of numbers gives the day of the month, the second set of numbers gives the month, and the final set of numbers gives the year. For example, 12/8/63 should be read as 12 August, 1963.

DURATION--The duration of a contract is the time period during which it is in force. Almost all the agreements analyzed contain a clause to the effect that the current contract remains in force until a new one is negotiated. Thus, where there is a gap between the dates of two consecutive contracts for a particular company, it can be assumed that during this gap the conditions established in the old contract prevailed. The gap is generally caused by delays in negotiating.

F--Female.

FP--Female Packer. This is a job title in the milling industry and it corresponds very roughly to "BF" in the meat packing industry.

G--Grinders. This is a job title in the milling industry. Grinders are the highest paid employees in the industry.

HOLIDAYS--This item in the tables gives the number of paid holidays a firm grants in any given year. If the holidays are not paid, the letters "NP" are placed after the number of holidays.

HOURS OF WORK--This contract provision is sub-divided into:  
a) Regular Hours--The regularly scheduled workweek.  
b) Guaranteed Hours--The number of hours per week which permanent employees are guaranteed and paid for whether they work or not.

I camp--Intercampaign Season. This expression is used with reference to the Manitoba Sugar Company Limited. It is the period, roughly mid-January to mid-September, during

which the plant is not processing sugar beets but is mainly maintaining equipment. During this period, approximately 140 employees are employed. See "camp" above.

**IMM & RF--Irrevocable Maintenance of Membership and the Rand Formula.**

Under an "IMM" arrangement the employer agrees that all present and future members of the union must remain in the union to keep their jobs. (Workers who are not in the union, and who do not join the union in the future, can keep their jobs without union membership.)

Under a "RF" arrangement, the employer and the union agree that a worker shall not be forced to join or stay in the union to keep his job. The worker thus has the choice of joining or not joining. But if he elects not to join, he must pay to the union a sum equal to union dues.

When both "IMM" and "RF" clauses exist in the same contract, they imply that those who are, or who become union members, must remain union members. Those who never join the union must pay the equivalent of union dues to the union.

**L--Labourer.**

**LABOUR GRADE SYSTEM--**This is a system employed by many meat packing firms for grading and paying their labour force. There may, for example, be labour grades ranging from 0 to 24 at 3 cent intervals. Labour grade 0 is generally the basic male labour rate. Thus if \$1.50 per hour was the "BM," the labour grade system of a firm would be as follows: 0=\$1.50; 1=\$1.53; 2=\$1.56; 3=\$1.59; and so on. Which jobs fall within the various labour grades is a subject for bargaining between the local unions and the companies involved.

**L of W 564--Lake of the Woods Milling Company Limited, Local 564.**

**L & R--Layoff and Recall.** When this description appears opposite the type of seniority provision, it implies that seniority as a factor in promotion is not mentioned in the collective agreement. Seniority is used only for determining the order of layoff and recall.

**m--Month or Months.**

M--Male.

M.C.S. 235--Manitoba Cold Storage Company Limited, Local 235.

MAPLE LEAF 534--Maple Leaf Mills Limited, Local 534.

MANITOBA SUGAR 404--Manitoba Sugar Company Limited, Local 404.

MUD--Make Up Difference. This expression is used in conjunction with "Jury Duty Pay." It implies that if an employee is engaged on jury duty, the employer will make up the difference between his regular rate of pay and the rate of pay he receives as a juror.

MUS--Modified Union Shop. The employer agrees that all present and future members of the union must remain in the union in order to keep their jobs. (Present workers who are not in the union, and who do not join the union in the future, can keep their jobs without union membership.) The employer further agrees that all new employees must join the union within a specified time (usually thirty days) or lose their jobs. The "MUS" differs from "IMM & RF" in that all new employees must join the union, not just pay union dues.

NM--Not mentioned in the collective agreement.

NP--Not Paid.

OGILVIE 520--Ogilvie Flour Mills Company Limited, Local 520.

PP--The present practice of the company is to be continued.

PREMIUM HOURS--Premium hours are all hours paid for at more than the regular rate of pay, e.g., all hours worked after regular hours, on Saturdays, Sundays, and holidays. In the meat packing industry, overtime rates are also paid for late and early starts, i.e., for any work scheduled to begin or finish after the regularly scheduled hours regardless of the total number of hours worked in a given day. For example, if the regularly scheduled hours were 8 a.m. to Noon and 1 p.m. to 5 p.m., and a worker was told to report in the next day at 6 a.m. and work through to 3 p.m. (with an hour off for lunch), then he would be entitled to two hours at premium rates of pay.

PUBLIC AB. 228--Public Abattoir Limited, Local 228.

PW--Plant-Wide Seniority. This implies that the area within which an employee may exercise his seniority rights is plant-wide. Contrast to "departmental seniority" above.

R--Recognition. The employer agrees to recognize the union as the sole bargaining agency for his employees.

RF--Rand Formula. The employer and the union agree that a worker shall not be forced to join or stay in the union in order to keep his job. The worker thus has the choice of joining or not joining. But if he elects not to join, he must pay to the union a sum equal to union dues.

RMM--Revocable Maintenance of Membership. The employer agrees that all present and future members of the union must remain in the union in order to keep their jobs. But he specifies that workers can leave the union during specified periods (usually fifteen days at the end of each year or at the end of the contract) without losing their jobs.

RMM & RF--Revocable Maintenance of Membership and the Rand Formula.

For a definition of these two types of union security provisions used separately, see above.

When these two clauses exist in the same agreement, they imply that all workers who are, or become, union members must remain union members for at least a specified period (usually one year or the duration of the agreement). All workers who do not join the union or who exercise their "escape" privilege must pay the equivalent of union dues to the union.

RMM & RRF--Revocable Maintenance of Membership and the Revocable Rand Formula.

For a definition of "RMM" see above.

Under the "RRF" provision, the employer agrees that in order for an employee to keep his job, he must pay to the union for a specified length of time (usually one year or the duration of the agreement), a sum equal to union dues. At the end of that period, the employee may stop his dues payment if he so desires.

When both these union security provisions are used in the same contract, they imply that all present and future employees who are members of the union or who

become members of the union must remain members for a specified time period. All future employees who do not join the union must contribute to the union a sum equal to union dues for at least a certain minimum period. This union security arrangement was used in Canada Packers' and Burns's plants between 1950 and 1958. It was an intermediary step between "RMM" and "RMM & RF."

RWLB--Regional War Labour Board. When this phrase appears opposite the basic wage clause provision, it means that the wage provision of the collective agreement was forwarded to the RWLB for approval and that the "Finding and Direction" of the Board which established the wage rates is not available.

Sa--Saturday.

ST. BON. A. & FARMERS 228--St. Boniface Abattoir Limited and Farmers' Abattoir Company Limited, Local 228. Since 1947, when Farmers' Abattoir was unionized, St. Boniface and Farmers' have negotiated together and signed the same collective agreement. (Both companies are under the same management.)

ST. BON. H&W--St. Boniface Hide and Wool Company Limited, Local 228.

SENIORITY--The seniority provision is sub-divided into:

- a) Type--With regard to promotions, is seniority the sole criterion, or are other factors taken into account? That is, is it straight seniority or contingent seniority?
- b) Unit--The area within which the employee can exercise his seniority rights, e.g., craft-wide, plant-wide, industry-wide.

SS--Straight Seniority. Under this type of seniority clause the qualifications of the employee--skill, physical fitness, ability, etc.--are not considered in making promotions, unless the seniority of two or more of the men concerned are equal.

Su--Sunday.

SWIFT 219--Swift Canadian Company Limited, Local 219.

SWIFT D&P 219A--Swift Canadian Dairy and Poultry Company Limited, Local 219a.

US--Union Shop. The employer agrees that all workers must belong to the union in order to keep their jobs. He can hire whom he wants but the workers he hires must join the union within a specified time period (usually thirty days) or lose their jobs.

UNION SECURITY--The union security provision is sub-divided into:

- a) Type--The type of union security clause, e.g., Rand Formula, Union Shop, etc.
- b) Checkoff--The type of checkoff clause (a clause under which the employer agrees to deduct union dues on behalf of the union) existing in the agreement, e.g., voluntary revocable, compulsory, etc.

VACATIONS--This contract provision gives the number of paid weeks of vacation per number of years' service.

VI--Voluntary Irrevocable Checkoff. The employer agrees to deduct union dues and other monies from a worker's wages only if the worker signs a form authorizing the employer to do so. However, once the worker signs the form he can not revoke it.

VR--Voluntary Revocable Checkoff. The employer agrees to deduct union dues and other monies from the worker's wages only if the worker signs a form authorizing him to do so. The worker can revoke this authorization any time he sees fit.

VR & CC--Voluntary Revocable Checkoff and Compulsory Checkoff.

For a definition of "VR" and "CC" used separately see above.

When the two checkoff provisions exist in the same collective agreement there are also two different degrees of union security. For example, in the 1962 Manitoba Sugar agreement, the "VR" and "CC" clauses exist in conjunction with "IMM & RF." This means that those workers covered by the "IMM" clause are also covered by a "VR" type of checkoff, while those covered by "RF" have a "CC" form of checkoff.

VR & IR--Voluntary Revocable Checkoff and Involuntary Revocable Checkoff.

For a definition of "VR" see above.

Under an "IR" checkoff clause, the employer agrees that an employee in order to secure and keep his

job must sign a form authorizing the employer to deduct union dues but the employee may revoke this authorization after a specified time period (e.g., one year).

The two forms of checkoff are used in conjunction with a combined form of union security, "RMM & RRF." Those workers covered by "RMM" are subject to a "VR" type of checkoff, while those covered by "RRF" are subject to an "IR" type of checkoff.

w--Week or Weeks.

WAGES--The wages provision is sub-divided into:

- a) Basic Wages--This contract provision shows either the wage increase per hour granted by the collective agreement, or the new absolute wage rates now in effect as a result of the collective agreement. The size of the stated hourly wage should suggest to the reader whether it is the new absolute rate or the relative increase in the wage rate.
- b) Severance Pay--This is a payment, usually in the form of a lump sum, made by an employer to a worker who has been laid off permanently from his job. It is generally based on the employee's length of service and rate of pay while employed.
- c) Escalator Clause--A clause in a collective agreement which calls for an increase (decrease) in wage rates as the cost of living index advances (recedes). The escalator clause in the tables should be read as follows: For example, 1¢/1.3 implies that the basic wage rate is to be increased (decreased) 1 cent for every 1.3 rise (fall) in the Dominion Bureau of Statistics Consumer Price Index, above (below) a certain stipulated base level.
- d) Bereavement Pay--This is the paid leave an employee receives as a result of an absence from work due to a death in his immediate family.
- e) Report-In-Pay--This is a guarantee of a certain number of hours of pay or work made to employees who report for regularly scheduled work.
- f) Call-In-Pay--This is a guarantee of a certain number of hours of pay or work to an employee called to the plant outside of his regular working hours.
- g) Jury Duty Pay--This is the full or partial make-up pay given to employees who are called for jury duty.
- h) Injury Shift Guarantee--This is the guarantee of a certain proportion of a total shift's pay (e.g.,



50 per cent or 100 per cent) to an employee who is injured during the course of the shift. For example, if an employee were injured after working only two hours of his shift, he may be guaranteed another two hours of pay (50 per cent) or another six hours of pay (100 per cent).

- i) Shift Premium--This is the extra hourly rate paid to employees who work the afternoon (4 p.m.-Midnight) and morning (Midnight-8 a.m.) shifts. When two hourly premium rates appear, the first one listed is the premium for the afternoon shift, the second the premium for the morning shift. If only one rate appears, then both shifts have the same premium.
- j) Weekend Premium--This is the premium rate paid for work done on Saturdays and Sundays to employees whose regular day of work falls on one, or both of these days. Workers whose regular day of work does not fall on one of these days but who are specially called into work do not receive the Weekend Premium but the specified overtime rate of pay.

WRC--Wage Reopening Clause. A clause in a collective agreement which permits the negotiating of new wage rates during the life of the existing agreement.

x--Times. For example,  $1\frac{1}{2}x$  in the premium hours row of the tables mean  $1\frac{1}{2}$  times the regular rate of pay.

y--Year or Years.

#### Additional Notes to Tables

1. A large "X" drawn through a column means that the company was not unionized at that particular time.
2. A straight line drawn through the center of a column with duration dates at the bottom of it means that the contract signed in a previous year is still in effect.
3. If a column is completely blank this means that the agreement is missing.
4. Local Union #132, Winnipeg Flour Mill and Cereal Workers' Union; Federal Union #53, Purity Flour Mill Workers; and Canadian Flour Millers' Union,

Assembly #1, were federal unions which had been organized respectively at Ogilvie Flour Mills Company Limited, Maple Leaf Mills Limited (formerly Purity Flour Company Limited), and the Lake of the Woods Milling Company Limited by the Canadian Congress of Labour. In 1952 and 1953, the Congress turned over the charters of these federal unions to the U.P.W.A.

5. In reading the following tables, the reader should keep in mind that the author was mainly confined to interpreting the formal language of the contracts without always knowing the actual plant practice. Such a limitation is inherent in contract analysis and may be eliminated only by comparing contract clauses with actual plant practice. Such comparisons were not always possible, especially in the case of older contracts. Consequently, incorrect classifications have undoubtedly been made in some cases, but a sincere attempt was made to keep them at a minimum.



1944	CANADA PACKERS 216	SWIFT 219	BERNS 224	BUFFALO PACKERS 228	ST. BON. A. & FARMERS 228	ST. BON. H&M 228	MAN. SINS. 228	PUBLIC AB. 228	BRANDON PACKERS 235	M.C.S. 235	SWIFT B&P 219A	MANITOBA S&L 404	OGILVIE 520	MAPLE LEAF 534	I. OF W 564
CONTRACT PROVISIONS															
1. WAGES															
(a) Basic Wages	UNION AC-CEPTS WAGE RATES PRE-SENTLY PRE-VAILING IN C.P. MINNIEPEG PLANT	BM = 59¢ BF = 48¢	BM = 59¢ BF = 48¢	BM = 54¢ BF = 40¢	BM = 54¢ BF = 40¢		NO WAGE INCREASE PRESENT RATES. LABOUR = 5-55¢ STUFFER = 65¢ BUTCHER = 70¢		BWLB						
2. SEVERANCE PAY															
(b) Severance Pay															
(c) Escalator Clause															
(d) Bereavement Pay															
(e) Report-In-Pay	3	4	4	4	4				4						
(f) Call-In-Pay	Pr	3¢ 1½x													
(g) Jury Duty Pay															
(h) Injury Shift Guarantee															
(i) Shift Premium	5¢ (3/11/43)	5¢	5¢	5¢	5¢				5¢						
(j) Weekend Premium															
2. HOURS OF WORK															
(a) Regular Hours	48	48	48	48	48		50		50 H 48 F	54					
(b) Guaranteed Hours	40	40	40	40	40		40		40						
3. PREMIUM HOURS	ALL OF SECT-ION 3 RETRO-ACTIVE TO 8/11/43	1½x	1½x	1½x	1½x		1½x		1½x	1½x					
(a) After Regular Hours															
(b) Saturdays															
(c) Sundays	1½x	2x	1½x	1½x	1½x		1½x		1½x	2x					
(d) Holidays	1½x	1½x	1½x	1½x	1½x		1½x		1½x	1½x					
(e) Late & Early Starts	1½x		1½x	1½x	1½x				1½x						
4. UNION SECURITY															
(a) Type	RMX	RMX	RMX	RMX	US		R		RMX	R					
(b) Checkoff	VR	VR	VR	VR	VI				VR						
5. VACATIONS															
1-5y = 1w	1-5y = 1w	1-5y = 1w	1-5y = 1w	1-5y = 1w	1-5y = 1w		1-5y = 1w		1-5y = 1w	1-3y = 1w					
5-15y = 2w	5-15y = 2w	5-15y = 2w	5-15y = 2w	5-15y = 2w	5-15y = 2w		5-15y = 2w		5-15y = 2w	3y = 2w					
5-20y = 2w	5-20y = 2w	5-20y = 2w	5-20y = 2w	5-20y = 2w	5-20y = 2w		5-20y = 2w		5-20y = 2w						
15y = 3w	15y = 3w	15y = 3w	15y = 3w	15y = 3w	15y = 3w		15y = 3w		15y = 3w						
20y = 3w	20y = 3w	20y = 3w	20y = 3w	20y = 3w	20y = 3w		20y = 3w		20y = 3w						
6. HOLIDAYS	6HP	6HP	6HP	6HP	6HP		6HP			6HP					
7. SENIORITY															
(a) Type	SS	SS	SS	SS	SS		L & F		RM	L & R					
(b) Size of Unit	Pw-3y+	Pw	Pw-2y+	Pw-2y+	Pw-2y+		RM		Pw	MM					
8. DURATION	11/6/44 - 1/6/45	15/10/44 - 15/10/45	1/10/44 - 30/9/45	18/1/44 - 18/1/46	18/1/44 - 18/1/46		22/3/44 - 22/3/45		21/12/44 - 21/12/45	1/2/44 - 1/2/45					

	1945	CANADA PACKERS 216	SLIFT 219	BURNS 224	BUFFALO PACKERS 228	ST. BON. A. & FARMERS 228	ST. BON. H&N 228	MAN. SMUS. 228	PUBLIC AB. 228	BRANDON PACKERS 225	M.C.S. 235	SLIFT DEP 219A	RAMHOTA SUGAR 404	OGILVIE 520	MAPLE LEAF 534	L. OF W 564
<b>CONTRACT PROVISIONS</b>																
<b>1. WAGES</b>																
(a) Basic Wages	6.8%	6.8%	6.8%	6.8%				NO WAGE INCREASE PRESENT RATES L = 45-55¢ STUFFER = 65¢ BUTCHER = 70¢	DEFATING F = 50¢ LABOUR = 60¢		EM = 61¢	EM = 60¢ BF = 50¢ AO = 8¢M 7¢F				
<b>2. SEVERANCE PAY</b>																
(c) Recalculator Clause	-	-	-	-												
(d) Bereavement Pay	-	-	-	-												
(e) Export-In-Pay	4	4	4	4												
(f) Call-In-Pay	PP	3@ 1½x														
(g) Jury Duty Pay	-	-	-	-												
(h) Injury Shift Guarantee	-	-	-	-												
(i) Shift Premium	5¢	5¢	5¢	5¢							5¢	5¢				
(j) Weekend Premium	-	-	-	-												
<b>2. HOURS OF WORK</b>																
(a) Regular Hours	45	45	45	45				50	4½		54	48				
(b) Guaranteed Hours	37½	37½	37½	37½				40	4½							
<b>3. PREMIUM HOURS</b>																
(a) After Regular Hours	1½x	1½x	1½x	1½x				1½x	1½x		1½x	1½x				
(b) Saturdays	-	-	-	-				-	-		-	-				
(c) Sundays	1½x	1½x	1½x	1½x				1½x	1½x		2x	2x				
(d) Holidays	1½x	1½x	1½x	1½x				1½x	1½x		1½x	1½x				
(e) Late & Early Starts	1½x	1½x	1½x	1½x				-	1½x		-	-				
<b>4. UNION SECURITY</b>																
(a) Type	RMM	RMM	RMM	RMM				R	US		RMM	RMM				
(b) Checkoff	VR	VR	VR	VR				-	VI		VR	VR				
<b>5. VACATIONS</b>																
	1-5y = 1w 5-15y = 2wF 5-20y = 2wM 15y = 3wF 20y = 3wM	1-5y = 1w 5-15y = 2wF 5-20y = 2wM 15y = 3wF 20y = 3wM	1-5y = 1w 5-15y = 2wF 5-20y = 2wM 15y = 3wF 20y = 3wM	1-5y = 1w 5-15y = 2wF 5-20y = 2wM 15y = 3wF 20y = 3wM				1-5y = 1w 5y = 2w	1-5y = 1w 5y = 2w		1-3y = 1 3y = 2	1-5y = 1w 5-15y = 2wF 5-20y = 2wM 15y = 3wF 20y = 3wM				
<b>6. HOLIDAYS</b>																
	8	8	8	8				6NP	6		6	6				
<b>7. SENIORITY</b>																
(a) Type	SS	SS	SS	SS				L & R	SS		L & R	NI				
(b) Size of Unit	PA-13y+	PA-13y+	PA-13y+	PA-2y+				NI	FW		NI	FW				
<b>8. DEGRATION</b>																
	1/11/45 - 31/10/46	1/11/45 - 31/10/46	1/11/45 - 1/7/46	1/11/45 - 1/7/46	18/1/44 - 18/1/46			22/3/45 - 22/3/45	30/4/45 - 30/4/45		1/2/45 - 1/2/46	1/11/45 - 31/10/46				

1946	CANADA PICKERS 216	SLIFT 219	BURNS 224	BUFFALO PICKERS 228	ST. BON. A. & FARMERS 228	ST. BON. HIGH 228	MAN. SANS. 228	POELIC AB. 228	BRANDON PACKERS 255	M.C.S. 235	SKIFT DEP 219A	MANITOBA SUGAR 40L	Ogilvie 520	MAPLE LEAF 534	L OF W 564
<b>CONTRACT PROVISIONS</b>															
<b>1. WAGES</b>															
(a) Basic Wages	5¢ (1/8/46) 5¢ (1/8/46) 5¢ (1/10/46) 5¢ (1/10/46)	5¢ (1/8/46) 5¢ (1/8/46) 5¢ (1/10/46) 5¢ (1/10/46)	5¢ (1/8/46) 5¢ (1/8/46) 5¢ (1/10/46) 5¢ (1/10/46)	6.8¢-5¢ BF = 64¢ BF = 45¢	6.8¢-5¢ BF = 64¢ BF = 45¢	5¢ (30/10/46)	6.8¢-5¢ (1/8/46) 5¢ (1/10/46)			BY = 67½¢					
<b>(b) Severance Pay</b>															
<b>(c) Escalator Clause</b>															
<b>(d) Bereavement Pay</b>															
<b>(e) Report-In-Pay</b>	4	4	4												
<b>(f) Call-In-Pay</b>	4	30 1½x	4												
<b>(g) Jury Duty Pay</b>															
<b>(h) Injury Shift Guarantee</b>															
<b>(i) Shift Premium</b>	5¢	5¢	5¢							5¢					
<b>(j) Weekend Premium</b>															
<b>2. HOURS OF WORK</b>															
(a) Regular Hours	45	45	45				50	45		45					
(b) Guaranteed Hours	37½	37½	37½				40	37½							
<b>3. PREMIUM HOURS</b>															
(a) After Regular Hours	1½x	1½x	1½x				1½x	1½x		1½x					
(b) Saturdays															
(c) Sundays	2x	2x	2x				1½x	2x		2x					
(d) Holidays	2x	2x	2x				1½x	2x		2x					
(e) Late & Early Starts	1½x		1½x					1½x							
<b>4. UNION SECURITY</b>															
(a) Type	RMX	RMX	RMX				R	US		RMX					
(b) Checkoff	VR	VR	VR					VI		VR					
<b>5. VACATIONS</b>	1-5y = 1w 5-15y = 2wF 5-20y = 2wM 15y+ = 3wF 20y+ = 3wM	1-5y = 1w 5-15y = 2wF 5-20y = 2wM 15y+ = 3wF 20y+ = 3wM	1-5y = 1w 5-15y = 2wF 5-20y = 2wM 15y+ = 3wF 20y+ = 3wM	1-5y = 1w 5y+ = 2w	1-5y = 1w 5y+ = 2w	1-5y = 1w 5y+ = 2w	1-5y = 1w 5y+ = 2w	1-5y = 1w 5y+ = 2w	1-5y = 1w 5y+ = 2w	1-5y = 1w 5y+ = 2w	1-5y = 1w 5y+ = 2w				
<b>6. HOLIDAYS</b>	8	8	8				6	8		8					
<b>7. SENIORITY</b>															
(a) Type	SS	SS	SS				L & R	SS		L & R					
(b) Size Of Unit	FR-1y+	FR-1y+	FR-1y+				NY	FR		NY					
<b>8. DURATION</b>	1/10/46 - 31/8/47	1/8/46 - 1/8/47	1/8/46 - 1/8/47	18/1/46 - 18/1/47	18/1/46 - 18/1/47	21/6/46 - 21/6/47	21/6/46 - 21/6/47	30/4/46 - 31/7/47		1/8/46 - 1/8/47					

1947	CAMDA PACKERS 216	SWIFT 219	BURNS 224	BUFFALO PACKERS 228	ST. BON. A & FARMERS 228	ST. BON. HIGH 228	MAN. SAUS. 228	PUBLIC AB. 228	BRANDON PACKERS 255	H.C.S. 255	SWIFT BRF 219A	PANITCORA SUGAR A.C. 401	OGLIVIE 520	MAPLE LEAF 534	I. OF W 564	
CONTRACT PROVISIONS																
1. WAGES																
(a) Basic Wages	EMPLOYEES PREVIOUSLY EARNING: 77¢ = 11¢ 77¢ - 99¢ = 12¢ 99¢ = 12¢ (1/8/47) INCREASE DESIGNED TO BRING WAGES INTO LINE WITH SWIFTS	10¢ BM = 83¢	2.7¢-10¢ INCREASE DESIGNED TO BRING WAGES INTO LINE WITH SWIFTS		BM = 85¢ BF = 75¢ AO = 2.27¢-10¢		NO WAGE INCREASE	BM = 85¢ BF = 75¢ AO = 2.27¢-10¢		10¢ (1/8/47) 2.27¢ (1/1/48)	BM = 83¢ BF = 72¢	L = 68¢ BF = 55¢				
(b) Severance Pay																
(c) Recalculator Clause																
(d) Bereavement Pay																
(e) Report-In-Pay																
(f) Call-In-Pay																
(g) Jury Duty Pay																
(h) Injury Shift Guarantee																
(i) Shift Premium																
(j) Weekend Premium																
2. HOURS OF WORK																
(a) Regular Hours	44	44	44		44		50	44		45		44 (I camp) 48 (camp)				
(b) Guaranteed Hours	36	37	36		37		40	37								
3. PREMIUM HOURS																
(a) After Regular Hours	1 1/2x	1 1/2x	1 1/2x		1 1/2x			1 1/2x		1 1/2x	1 1/2x					
(b) Saturdays																
(c) Sundays																
(d) Holidays	2x	2x	2x		2x		2x	2x		2x	2x					
(e) Late & Early Starts	1 1/2x		1 1/2x		1 1/2x			1 1/2x								
4. UNION SECURITY																
(a) Type	RRM	RRM	RRM		US		R	US		RRM & RRF	RRM	R				
(b) Onecheckoff	VR	VR	VR		VI			VI		VR & IR	VR	VR				
5. VACATIONS																
(a) Type	1-5y = 1w 5-15y = 2wf 5-20y = 2wf 15y+ = 3wf 20y+ = 3wf	1-5y = 1w 5-15y = 2wf 5-20y = 2wf 15y+ = 3wf 20y+ = 3wf	1-5y = 1w 5-15y = 2wf 5-20y = 2wf 15y+ = 3wf 20y+ = 3wf		1-5y = 1w 5y+ = 2w		1-5y = 1w 5y+ = 2w	1-5y = 1w 5y+ = 2w		1-3y = 1w 3-25y = 2w 25y+ = 3w	1-3y = 1w 3-15y = 2wf 5-20y = 2wf 15y+ = 3wf 20y+ = 3wf	1-5y = 1w 5y+ = 2w	1y = 1w 2y+ = 2w			
(b) Size Of Unit	PH-9w+	PH-4w+	PH-9w+		PH-2y+		NI	SS		L & R	PH	NI				
(c) Duration	22/12/47 - 1/8/48	1/8/47 - 1/8/48	1/8/47 - 31/7/48		1/8/47 - 1/8/48		29/10/47 - 29/10/48	1/8/47 - 31/7/48		1/8/47 - 1/8/48	1/11/47 - 31/10/48	27/12/47 - 1/3/49				
6. HOLIDAYS	8	8	8		8		8	8		8						
7. SENIORITY																
(a) Type	SS	SS	SS		SS		L & R	SS		L & R	NI	NI				
(b) Size Of Unit	PH-9w+	PH-4w+	PH-9w+		PH-2y+		NI	F4		L & R	PH	NI				
(c) Duration	22/12/47 - 1/8/48	1/8/47 - 1/8/48	1/8/47 - 31/7/48		1/8/47 - 1/8/48		29/10/47 - 29/10/48	1/8/47 - 31/7/48		1/8/47 - 1/8/48	1/11/47 - 31/10/48	27/12/47 - 1/3/49				

1. WAGES	CANADA PACKERS 216	SELF 219	BURNS 224	BUFFALO PACKERS 228	ST. BON. A. & FARMERS 228	ST. BON. H&W 228	MAN. SAUS. 228	PUBLIC AC. 228	BRANDON PACKERS 255	U.S.S. 295	STATE EXP 219A	MANITOBA SUPPLY 404	OSILLVILLE 520	MAPLE LEAF 534	L. OP W 564
CONTRACT PROVISIONS															
(a) Basic Wages	9.6% W.R.C. 1949	9.6%	9.6% W.R.C. 1949		EV = 93 1/4 BF = 82 1/4 AO = 9.6%		NO WAGE INCREASE	EV = 93 1/4 BF = 82 1/4 AO = 9.6%		9.6% EV = 87 1/4					
(b) Severance Pay															
(c) Escalator Clause															
(d) Bereavement Pay															
(e) Report-In-Pay	4	4	4												
(f) Call-In-Pay	4	36 1 1/2	4												
(g) Jury Duty Pay															
(h) Injury Shift Guarantee															
(i) Shift Premium	5 1/4	5 1/4	5 1/4							5 1/4					
(j) Weekend Premium															
2. HOURS OF WORK															
(a) Regular Hours	44	44	44		44		45	44		44					
(b) Guaranteed Hours	36 1/2	37 1/2	36 1/2		37 1/2		37 1/2	37 1/2							
3. PREMIUM HOURS															
(a) After Regular Hours	1 1/2	1 1/2	1 1/2		1 1/2		1 1/2	1 1/2		1 1/2					
(b) Saturdays															
(c) Sundays	2x	2x	2x		2x		2x	2x		2x					
(d) Holidays	2x	2x	2x		1 1/2		2x	2x		2x					
(e) Late & Early Starts	1 1/2		1 1/2		1 1/2			1 1/2							
4. UNION SECURITY															
(a) Type	RM	RM	RM		US		R	US		MUS					
(b) Checkoff	VR	VR	VR		VI			VI		VR					
5. VACATIONS	1-5y = 1w 5-15y = 2w 15y+ = 3w 20y+ = 3w	1-5y = 1w 5-15y = 2w 15y+ = 3w 20y+ = 3w	1-5y = 1w 5-15y = 2w 15y+ = 3w 20y+ = 3w		1-5y = 1w 5y+ = 2w		1-5y = 1w 5y+ = 2w	1-5y = 1w 5y+ = 2w		1-5y = 1w 5y+ = 2w 5y+ = 2w 5y+ = 3w					
6. HOLIDAYS	8	8	8		8		8	8		8					
7. SENIORITY															
(a) Type	SS	SS	SS		SS		CS	SS		L & R					
(b) Size Of Unit	FM-9m+	FM-4m+	FM-5m+		FM-2y+		RM	PM		RM					
8. DURATION	19/8/48 - 1/8/50	21/8/48 - 1/8/49	1/8/48 - 31/7/50		1/8/48 - 1/8/49		1/11/48 - 1/8/49	1/8/48 - 31/7/49		1/8/48 - 1/8/49					27/12/47 - 1/5/49



1949 CONTRACT PROVISIONS		CANADA PACKERS 216	SMIF 219	BURNS 224	BUFFALO PACKERS 228	ET. BON. A. & FARMERS 228	ST. BON. HAW 228	MAN. SAUS. 228	PUBLIC AB. 228	BRANDON PACKERS 255	M.C.S. 255	SHIFT DEP 219A	HANITOBA SHEAR 444	OCLIVIE 520	MAPLE LEAF 534	I. OF W 564
1. WAGES	(a) Basic Wages	W.R.C. - 64 (1/8/49) BM = 99 $\frac{1}{2}$ BF = 86 $\frac{1}{2}$ AF = 86 $\frac{1}{2}$	64	M.R.C. - 64 (1/8/49) BM = 99 $\frac{1}{2}$ BF = 86 $\frac{1}{2}$ AO = 64	BM = 90 $\frac{1}{2}$ BF = 86 $\frac{1}{2}$ AO = 64	BM = 99 $\frac{1}{2}$ BF = 86 $\frac{1}{2}$ AO = 64		64 BM = 86 $\frac{1}{2}$	BM = 90 $\frac{1}{2}$ BF = 86 $\frac{1}{2}$ AO = 64		54		L = 68 $\frac{1}{2}$ BF = 55 $\frac{1}{2}$			
	(b) Severance Pay															
	(c) Escalator Clause															
	(d) Bereavement Pay															
	(e) Report-In-Pay		4										4			
	(f) Call-In-Pay		3@ 1 $\frac{1}{2}$ x													
	(g) Jury Duty Pay															
	(h) Injury Shift Guarantee															
	(i) Shift Premium		5 $\frac{1}{2}$								5 $\frac{1}{2}$					
	(j) Weekend Premium															
	2. HOURS OF WORK															
	(a) Regular Hours		44		44	44		45	44		44		44 (1 camp) 48 (camp)			
	(b) Guaranteed Hours		37 $\frac{1}{2}$		37 $\frac{1}{2}$	37 $\frac{1}{2}$		37 $\frac{1}{2}$	37 $\frac{1}{2}$							
	3. PREMIUM HOURS															
	(a) After Regular Hours		1 $\frac{1}{2}$ x		1 $\frac{1}{2}$ x	1 $\frac{1}{2}$ x		1 $\frac{1}{2}$ x	1 $\frac{1}{2}$ x		1 $\frac{1}{2}$ x		1 $\frac{1}{2}$ x			
	(b) Saturdays															
	(c) Sundays		2x		2x	2x		2x	2x		2x		1 $\frac{1}{2}$ x			
	(d) Holidays		2x		2x	2x		2x	2x		2x		2x			
	(e) Late & Early Starts				1 $\frac{1}{2}$ x	1 $\frac{1}{2}$ x			1 $\frac{1}{2}$ x							
	4. UNION SECURITY															
	(a) Type		RMH		US	US		RMH	US		MUS		R			
	(b) Checkoff		VR		VI	VI			VI		VR		VR			
	5. VACATIONS		1-5y = 1 5-15y = 2F 15-20y = 2H 20y+ = 3F 20y+ = 3H		1-5y = 1 $\frac{1}{2}$ 5-20y = 2 $\frac{1}{2}$ 20y+ = 3 $\frac{1}{2}$	1-5y = 1 $\frac{1}{2}$ 5-20y = 2 $\frac{1}{2}$ 20y+ = 3 $\frac{1}{2}$		1-5y = 1 $\frac{1}{2}$ 5-20y = 2 $\frac{1}{2}$ 20y+ = 3 $\frac{1}{2}$	1-5y = 1 $\frac{1}{2}$ 5-20y = 2 $\frac{1}{2}$ 20y+ = 3 $\frac{1}{2}$		VR 1-5y = 1 $\frac{1}{2}$ 3-25y = 2 $\frac{1}{2}$ 25y+ = 3 $\frac{1}{2}$		1 $\frac{1}{2}$ x 2 $\frac{1}{2}$ x 2 $\frac{1}{2}$ x			
	6. HOLIDAYS		8		8	8		8	8		8		8			
	7. SENIORITY															
	(a) Type		SS		SS	SS		CS	SS		L & R		RM			
	(b) Size Of Unit		PW-1m $\frac{1}{2}$		RM	PW-2y $\frac{1}{2}$		RM	PW		RM		RM			
	8. DURATION		1/8/49 - 1/8/50		1/9/49 - 1/9/50	1/8/49 - 1/8/50		1/8/49 - 1/8/50	26/9/49 - 31/7/50		1/8/49 - 1/8/50		2/3/49 - 1/3/50			

1950 CONTRACT PROVISIONS	CANADA PACKERS 216	SMIT 219	BURNS 224	BUFFALO PACKERS 228	ST. BON. A. & FARMERS 228	ST. BON. H&W 228	MAN. SAUS. 228	PUBLIC AB. 228	BRANDON PACKERS 225	M.C.S. 225	SMIT D&P 219A	HARITABA SUG. CO. 40A	Ogilvie 520	MAPLE LEAF 534	I. OF W 564	
1. WAGES (a) Basic Wages	7.44 (2/8/50) 3¢ (1/8/51) BM = 1.09	7.44 (1/8/50) 3¢ (1/8/51)	7.44 (1/8/50) 3¢ (1/8/51)	BM = 1.00	BM = 1.07 BF = 92¢ AO = 7.44 (1/8/50) 3¢ (1/8/51)	7.44 EM = 92¢ (1/8/50) 3¢ (1/8/51)	7.44 EM = 92¢ (1/8/50) 3¢ (1/8/51)	EM = 1.07 BF = 92¢ AO = 7.44 (1/8/50) 3¢ (1/8/51)	3¢ (1/1/50)	EM = 97¢ 4						
(b) Severance Pay																
(c) Escalator Clause	1¢/1-3	1¢/1-3	1¢/1-3		1¢/1-3	1¢/1-3	1¢/1-3	1¢/1-3		1¢/1-3						
(d) Bereavement Pay																
(e) Report-In-Pay	4	4	4		4	4	4	4								
(f) Call-In-Pay	4	2¢ 1/2x	4													
(g) Jury Duty Pay																
(h) Injury Shift Guarantee																
(i) Shift Premium	5¢	5¢	5¢				5¢			5¢						
(j) Weekend Premium																
2. HOURS OF WORK																
(a) Regular Hours	42	40	42	40 (Dec-May) 44 (Jun-Nov)	40	44	44	40		44		44 (1 camp) 48 (camp)				
(b) Guaranteed Hours	36	36	36	36 - 37 1/2	36	37 1/2	37 1/2	36		38 1/2						
3. PREMIUM HOURS																
(a) After Regular Hours	1 1/2x	1 1/2x	1 1/2x	1 1/2x	1 1/2x	1 1/2x	1 1/2x	1 1/2x		1 1/2x		1 1/2x				
(b) Saturdays		1 1/2x			1 1/2x			1 1/2x								
(c) Sundays	2x	2x	2x	2x	2x	2x	2x	2x		2x		2x				
(d) Holidays	2 1/2x	2 1/2x	2 1/2x	2x	2x	2x	2x	2x		2x		2x				
(e) Late & Early Starts	1 1/2x		1 1/2x	1 1/2x	1 1/2x	1 1/2x		1 1/2x								
4. UNION SECURITY																
(a) Type	RBM & RRP	RBM	RBM & RRP	US	US	RBM	RBM	US		MUS		R				
(b) Checkoff	VR & IR	VR	VR & IR	VI	VI	VI	VI	VI		VR		VR				
5. VACATIONS	1-5y = 1w 5-15y = 2w 15y+ = 3w	1-5y = 1w 5-15y = 2w 15y+ = 3w	1-5y = 1w 5-15y = 2w 15y+ = 3w	1-5y = 1w 5-20y = 2w 20y+ = 3w	1-5y = 1w 5-15y = 2w 15y+ = 3w	1-5y = 1w 5-20y = 2w 20y+ = 3w	1-5y = 1w 5-20y = 2w 20y+ = 3w	1-5y = 1w 5-15y = 2w 15y+ = 3w		1-5y = 1w 5-20y = 2w 25y+ = 3w		1y = 1w 2y = 2w				
6. HOLIDAYS	8	8	8	8	8	8	8	8		8		8				
7. SENIORITY																
(a) Type	SS	SS	SS	SS	SS	CS	CS	SS		L & R		NM				
(b) Size Of Unit	FW-9m+	FW-10m+	FW-5m+	NM	FW-2y+	FW-2y+	FW-2y+	FW-2y+		NM		NM				
8. DURATION	21/8/50 - 1/8/52	1/8/50 - 1/8/52	1/8/50 - 31/7/52	1/9/50 - 31/8/51	1/8/50 - 31/7/52	1/8/50 - 31/7/52	1/8/50 - 31/7/52	1/8/50 - 31/7/52	26/4/50	1/8/50 - 31/7/51		1/8/50 - 31/7/51				

1951 CONTRACT PROVISIONS	CANADA PACKERS 216	SHIFT 219	BURNS 224	BUFFALO PACKERS 228	ST. BOY, A. & FARMERS 228	ST. BON. H&W 228	MAN. SAUS. 228	PUBLIC AB. 228	BRANDON PACKERS 255	A.C.S. 235	SHIFT DEP 219A	WARTOBA SHAR 40A	OGLIVIE 520	MAPLE LEAF 534	J. OF W 564
1. RATES (a) Basic Wage				BM = 1.10						BM = 1.05	64 BH = 11.00 BF = 9024 (9/2/51)	I = 784 BF = 644			
(b) Severance Pay															
(c) Escalator Clause										14/1.3	14/1.8				
(d) Bereavement Pay															
(e) Report-In-Pay											4				
(f) Call-In-Pay											4				
(g) Jury Duty Pay															
(h) Injury Shift Guarantee															
(i) Shift Premium										5¢	5¢				
(j) Weekend Premium															
2. HOURS OF WORK															
(a) Regular Hours				40 (Dec-May) 44 (Jun-Nov)						44	45	44 (I camp) 48 (camp)			
(b) Guaranteed Hours				36 - 37 1/2						36 1/2					
3. PREMIUM HOURS															
(a) After Regular Hours				1 1/2x						1 1/2x	1 1/2x				
(b) Saturdays															
(c) Sundays				2x							2x				
(d) Holidays				2 1/2x						2x	2 1/2x				
(e) Late & Early Starts				1 1/2x											
4. UNION SECURITY															
(a) Type				US						MUS	RMX	R			
(b) Checkoff				VI						VR	VR	VR			
5. VACATIONS				1-37 = 1w 5-207 = 2w 207 = 3w						1-37 = 1w 3-207 = 2w 207 = 3w	1-37 = 1w 3-157 = 2w 157 = 3w	17 = 1w 27 = 2w			
6. HOLIDAYS				8						8	8	8			
7. SENIORITY															
(a) Type				SS						L & R	L & R	RM			
(b) Size of Unit				RM						RM	RM	RM			
8. DURATION				21/8/50 - 1/8/52	1/8/50 - 31/7/52	1/8/50 - 31/7/52	1/8/50 - 31/7/52	1/8/50 - 31/7/52	1/8/50 - 31/7/52	1/8/51 - 31/7/52	1/6/51 - 1/11/52	2/3/51 - 1/3/52			

1952	CANADA PACKERS 216	SAFT 219	BURNS 224	BUFFALO PACKERS 228	ST. BON. A. & FIDGERS 228	ST. BON. HAW 228	MAN. SAUS. 228	PUBLIC AB. 228	BRANDON PACKERS 255	M.C.S. 295	SWIFT DEP 219A	MANITOBA SUGAR 404	OCLIVIE 520	MAPLE LEAF 534	I.O.P.W 564		
CONTRACT PROVISIONS																	
1. WAGES																	
(a) Basic Wages	WRC 1953	WRC 1953	WRC 1953	EM = 1.16	EM = 1.32 BF = 1.17 AO = 58 WRC 1953		EM = 1.17 WRC 1953	EM = 1.32 BF = 1.17 WRC 1953		EM = 1.27		I = 84 BF = 64 (29/9/52) 104	LOCAL UNION # 132 MERRILL PEG FLOUR MILL & CEREAL WORKERS' UNION G = 1.27 FP = 85	FEDERAL UNION # 53 PURITY FLOUR MILL WORKERS G = 1.32 L = 1.05 FP = 99			
(b) Severance Pay		1y = 1w 2y = 2w 3y = 3w 4y = 4w 5y = 5w 6y = 6w 7y = 7w 8y = 8w 9y = 9w 10y = 10w 11y = ADD 1w PER YEAR															
(c) Escalator Clause																	
(d) Bereavement Pay																	
(e) Report-In-Pay	4	4	4														
(f) Call-In-Pay	4	36 1/2x	4														
(g) Jury Duty Pay																	
(h) Injury Shift Guarantee																	
(i) Shift Premium	7t	7t	7t				7t			5t							
(j) Weekend Premium																	
2. HOURS OF WORK																	
(a) Regular Hours	40	40	40	40 (Dec-May) 44 (Jun-Nov)	40		44	40		44 (Aug-Dec) 42 (Jan-Jul)		44 (I camp) 48 (camp)	44	44			
(b) Guaranteed Hours	36	36	36	36 - 37 1/2	36		37 1/2	36		36							
3. PREMIUM HOURS																	
(a) After Regular Hours	1 1/2x	1 1/2x	1 1/2x	1 1/2x	1 1/2x		1 1/2x	1 1/2x		1 1/2x		1 1/2x	1 1/2x	1 1/2x			
(b) Saturdays	1 1/2x	1 1/2x	1 1/2x		1 1/2x			1 1/2x									
(c) Sundays	2x	2x	2x	2x	2x		2x	2x		2x		2x	2x	2x			
(d) Holidays	2 1/2x	2 1/2x	2 1/2x	2 1/2x	2 1/2x		2 1/2x	2 1/2x		2 1/2x		2 1/2x	2 1/2x	2 1/2x			
(e) Late & Early Starts	1 1/2x		1 1/2x	1 1/2x	1 1/2x			1 1/2x									
4. UNION SECURITY																	
(a) Type	RBM & RFF	RBM	RBM & RFF	US	US		RBM	US		MUS		R	R	RBM			
(b) Checkoff	VR & IR	VR	VR & IR	VI	VI		VI	VI		VR		VR	VR	VR			
5. VACATIONS	1-5y = 1w 5-15y = 2w 15y+ = 3w	1-5y = 1w 5-15y = 2w 15y+ = 3w	1-5y = 1w 5-15y = 2w 15y+ = 3w	1-5y = 1w 5-20y = 2w 20y+ = 3w	1-5y = 1w 5y+ = 2w		1-5y = 1w 5-15y+ = 2w 15y+ = 3w	1-5y = 1w 5y+ = 2w		1-5y = 1w 3-17y+ = 2w 17y+ = 3w		1y = 1w 2y+ = 2w	1-5y = 1w 5y+ = 2w	1-5y = 1w 5y+ = 2w			
6. HOLIDAYS	8	8	8	8	8		8	8		8		8	7	8			
7. SENIORITY																	
(a) Type	SS	SS	SS	SS	SS		CS	SS		L & R		RM	CS	L & R			
(b) Size Of Unit	PM-5m+	PM-4m+	PM-5m+	PM-5m+	PM-2y+		RM	PM		RM		RM	RM	RM			
8. DURATION	1/8/52 - 31/7/54	1/8/52 - 31/7/54	1/8/52 - 31/7/54	1/9/52 - 31/8/53	1/8/52 - 31/7/54		1/8/52 - 31/7/54	1/8/52 - 31/7/54		1/8/52 - 1/8/53		1/3/53 - 1/3/53	1/9/52 - 28/2/54	1/6/52 - 31/9/53			

1953	CANADA PACKERS 216	WFT 219	BURNS 224	BUFFALO PACKERS 228	ST. BON. A. & FARMERS 228	ST. BON. H&W 228	MAN. SAUS. 228	POELIC AB. 228	BRANDON PACKERS 225	M.C.S. 235	SKEPT D&P 219A	MANITOBA SUGAR 404	OGILVIE 520	MAPLE LEAF 534	L OF W 564
CONTRACT PROVISIONS															
WAGES															
(a) Basic Wages	WRC M = 54 F = 44 (1/8/53)	WRC M = 54 F = 44 (1/8/53)	WRC M = 54 F = 44 (1/8/53)	M = 44	WRC M = 54 F = 44 (1/9/53)		WRC M = 1.22 AO = 54 (1/8/53)	WRC M = 54 F = 44	WRC M = 54 F = 44 BM = 1.32 BF = 1.104 (1/8/53)	EM = 1.35	BM = 1.08 BF = .96 AO = 24 (11/5/53) BM = 1.124 BF = 1.004 AO = 444 (6/11/53)	L = 94 BF = 774 (1/3/53) L = 1.05 BF = 854 (1/8/53)		G = 1.47 L = 1.204 FF = 1.144	CANADIAN FLOUR MILLERS' UNION, ASSEMBLY #1.  G = 1.54 L = 1.45
(b) Severance Pay															
(c) Escalator Clause															
(d) Bereavement Pay															
(e) Report-In-Pay															
(f) Call-In-Pay															
(g) Jury Duty Pay															
(h) Injury Shift Guarantee															
(i) Shift Premium															
(j) Weekend Premium															
2. HOURS OF WORK															
(a) Regular Hours				40						42(Aug-Dec) 40(Jan-Jul)	45	40(I camp) 48(camp)		40	44
(b) Guaranteed Hours				36						36					
3. PREMIUM HOURS															
(a) After Regular Hours				14x						14x	14x	14x		14x	14x
(b) Saturdays				14x								14x (I camp)		14x	
(c) Sundays				2x						2x	2x	2x		2x	2x
(d) Holidays				24x						2x	24x	2x		24x	24x
(e) Late & Early Starts				14x											
4. UNION SECURITY															
(a) Type				US						MUS	VR	IRM & RF		IRM & RF	MUS
(b) Checkoff				VI										VR & CC	CC
5. VACATIONS				1-5Y = 1W 5-15Y = 2W 15Y+ = 3W							1-5Y = 1W 5-15Y = 2W 15Y+ = 3W	1Y = 1W 2Y = 2W		1-3Y = 1W 3-20Y = 2W 20Y+ = 3W	1Y = 1W 2-20Y = 2W 20Y+ = 3W
6. HOLIDAYS				8						8	8	8		8	6
7. SENIORITY															
(a) Type				SS						L & R	L & R	L & R		CS	CS
(b) Size Of Unit				PW-5m+										NR	D
8. DURATION				1/8/52 - 31/7/54	1/8/52 - 31/7/54	1/8/52 - 31/7/54	1/8/52 - 31/7/54	1/8/52 - 31/7/54	1/8/52 - 31/7/54	1/8/53 - 1/8/54	11/5/53 - 1/11/54	1/6/53 - 31/3/54	1/9/52 - 28/2/54	1/12/53 - 31/12/54	1/5/53 - 31/8/54





1956	CANADA PACKERS 216	SWIFT 219	BURNS 224	BUFFALO PACKERS 228	ST. BON. A. & FARMERS 228	ST. BON. H&W 228	MAN. SAUS. 228	FUELIC AB. 228	BRANDON PACKERS 255	M.C.S. 235	SMIT D&F 219A	MANITOBA SUGAR 40A	OGILVIE 520	MAPLE LEAF 534	I. OF W 564
CONTRACT PROVISIONS															
1. WAGES	9¢ (1/8/56) 6¢ (1/8/57)	9¢ (1/8/56) 6¢ (1/8/57)	9¢ (1/8/56) 6¢ (1/8/57)	9¢ (1/8/56) 6¢ (1/8/57)	9¢ (1/8/56) 6¢ (1/8/57)	9¢ (1/8/56) 6¢ (1/8/57)	9¢ (1/8/56) 6¢ (1/8/57)	9¢ (1/8/56) 6¢ (1/8/57)	9¢ (1/8/56) 6¢ (1/8/57)	9¢ (1/8/56) 6¢ (1/8/57)	9¢ (1/8/56) 6¢ (1/8/57)	9¢ (1/8/56) 6¢ (1/8/57)	9¢ (1/8/56) 6¢ (1/8/57)	9¢ (1/8/56) 6¢ (1/8/57)	9¢ (1/8/56) 6¢ (1/8/57)
(a) Basic Wages															
(b) Severance Pay															
(c) Escalator Clause															
(d) Bereavement Pay															
(e) Report-In-Pay															
(f) Call-In-Pay															
(g) Jury Duty Pay															
(h) Injury Shift Guarantee															
(i) Shift Premium															
(j) Weekend Premium															
2. HOURS OF WORK															
(a) Regular Hours	40	40	40	40	40	40	44	40	40	40	45	40 (I camp) 48 (camp)			40
(b) Guaranteed Hours	36	36	36	36	36	36	37½	36	36	36					
3. PREMIUM HOURS															
(a) After Regular Hours	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x			1½x
(b) Saturdays	1½x	1½x	1½x	1½x	1½x	1½x		1½x	1½x	1½x		1½x (I camp)			1½x
(c) Sundays	2x	2x	2x	2x	2x	2x	2x	2x	2x	2x	2x	2x			2x
(d) Holidays	2½x	2½x	2½x	2½x	2½x	2½x	2½x	2½x	2½x	2½x	2½x	2½x			2½x
(e) Late & Early Starts	1½x	1½x	1½x	1½x	1½x	1½x		1½x	1½x	1½x					1½x
4. UNION SECURITY															
(a) Type	RMM & RF	RMM	RMM & RF	US	US	US	RMM		DBK & RF	MUS	RMM	DBK & RF			MUS
(b) Checkoff	VR & IR	VR	VR & IR	VI	VI	VI	VI		VI & CC	VR	VR	VR & CC			VI
5. VACATIONS	1-3y = 1w 3-15y = 2w 15y+ = 3w	1-3y = 1w 3-15y = 2w 15y+ = 3w	1-15y = 1w ACCORDING TO PROVINCIAL LEGISLATION 15y+ = 3w	1-3y = 1w 3-15y = 2w 15y+ = 3w	1-3y = 1w 3-15y = 2w 15y+ = 3w	1-3y = 1w 3-15y = 2w 15y+ = 3w	1-3y = 1w 3-15y = 2w 15y+ = 3w	1-3y = 1w 3-15y = 2w 15y+ = 3w	1-3y = 1w 3-15y = 2w 15y+ = 3w	1-3y = 1w 3-15y = 2w 15y+ = 3w	1-3y = 1w 3-15y = 2w 15y+ = 3w	1-3y = 1w 3-15y = 2w 15y+ = 3w			1-3y = 1w 3-15y = 2w 15y+ = 3w
6. HOLIDAYS	8	8	8	8	8	8	8	8	8	8	8	9			8
7. SENIORITY															
(a) Type	SS	SS	SS	SS	SS	SS	CS	CS	CS	L & R	L & R	CS			CS
(b) Size Of Unit	FC - 6m+	FC - 6m+	FC - 9m+	FC - 9m+	FC - 2x+	FC - 2x+	FC	FC	FC	FC	FC	FC			FC
8. DURATION	19/9/56 - 31/3/58	1/8/56 - 31/3/56	1/8/56 - 31/7/56	1/8/56 - 31/8/57	1/8/56 - 31/5/58	1/8/56 - 31/7/57	1/8/56 - 31/3/58	1/8/56 - 31/3/58	1/8/56 - 31/3/58	1/8/56 - 31/7/57	1/8/56 - 3/10/58	1/6/56 - 31/5/57	1/1/55 - 31/12/56	1/1/55 - 31/12/56	1/1/55 - 31/3/57



105	CANADA PACKERS 216	SULTI 219	BURNS 224	BUFFALO PACKERS 228	ST. BON. A. & FARMERS 228	ST. BON. H&W 228	MAN. SAUS. 228	PUBLIC AB. 228	BRANDON PACKERS 225	M.C.S. 225	SMIT H&P 219A	MANITOBA SUGAR 40A	OGLIVIE 520	MAPLE LEAF 534	I OF W 564	
1. WAGES						9¢ (1/8/57) BM = 1.52 BF = 1.36 6¢ (1/8/58)				BM = 1.60		L = 1.38 BF = 1.18	G = 1.68 FP = 1.38 (1/1/57) 6¢ (1/5/58)	44 (1/9/57) 64 (1/5/58)	64 (1/1/57) 54 (1/1/58)	
(a) Basic Wages																
(b) Severance Pay																
(c) Escalator Clause																
(d) Bereavement Pay																
(e) Report-In-Pay						4										
(f) Call-In-Pay																
(g) Jury Duty Pay																
(h) Injury Shift Guarantee																
(i) Shift Premium																
(j) Weekend Premium																
2. HOURS OF WORK																
(a) Regular Hours						40				40		40 (1 camp) 48 (camp)			40	40
(b) Guaranteed Hours						36				36						
3. PREMIUM HOURS																
(a) After Regular Hours						1½x				1½x		1½x			1½x	1½x
(b) Saturdays						1½x				1½x		1½x (1 camp)			1½x	1½x
(c) Sundays						2x				2x		2x			2x	2x
(d) Holidays						2½x				2½x		2½x			2½x	2½x
(e) Late & Early Starts						1½x										
4. UNION SECURITY																
(a) Type						US				MUS		IMM & RF		IMM & RF		MUS
(b) Checkoff						VI				VR		VR & CC		VR & CC		VI
5. VACATIONS						1-3y = 1w 3-15y = 2w 15y+ = 3w				1-3y = 1w 3-15y = 2w 15y+ = 3w		1y = 1w 2-15y = 2w 15y+ = 3w		1y = 1w 2-15y = 2w 15y+ = 3w		1y = 1w 2-15y = 2w 15y+ = 3w
6. HOLIDAYS						8				8		9			8	8
7. SENIORITY										L & R		CS		CS		CS
(a) Type						SS						SS		SS		SS
(b) Size Of Unit						FW - 2y+				NY		NY		NY		NY
8. DURATION						1/8/56 - 31/3/58				1/8/57 - 31/7/58		1/11/56 - 1/11/58		1/1/57 - 31/12/58		1/1/57 - 31/3/59

1958	CANADA PACKERS 216	SMIFT 219	BURNS 224	BUFFALO PACKERS 228	ST. BOY A. & FARMERS 228	ST. BON. H&W 228	MAN. SAUS. 228	PUBLIC AB. 228	BRANDON PACKERS 255	M.C.S. 295	SMIFT TRF 219A	MANITOBA SUGAR CO. 104	OSILVIE 520	MAPLE LEAF 534	I. O. P. W 564			
CONTRACT PROVISIONS																		
1. WAGES																		
(a) Basic Wages	M = 9¢ F = 11¢ LABOUR GRADE SPREAD INCREASED FROM 3 TO 3½¢ (1/8/58) 5¢ (1/8/59)	M = 9¢ F = 11¢ LABOUR GRADE SPREAD INCREASED FROM 3 TO 3½¢ (1/8/58) 5¢ (1/8/59)	M = 9¢ F = 11¢ LABOUR GRADE SPREAD INCREASED FROM 3 TO 3½¢ (1/8/58) 5¢ (1/8/59)	M = 9¢ F = 11¢ LABOUR GRADE SPREAD INCREASED FROM 3 TO 3½¢ (1/8/58) 5¢ (1/8/59)	M = 1.67¢ BF = 1.56¢ AO = 9¢ 14¢F (1/8/58) 5¢ (1/8/59)	M = 1.51¢ BF = 1.37¢ AO = 9¢ 14¢F (1/8/58) 5¢ (1/8/59)	M = 1.51¢ BF = 1.37¢ AO = 9¢ 14¢F (1/8/58) 5¢ (1/8/59)	M = 1.51¢ BF = 1.37¢ AO = 9¢ 14¢F (1/8/58) 5¢ (1/8/59)	M = 1.51¢ BF = 1.37¢ AO = 9¢ 14¢F (1/8/58) 5¢ (1/8/59)	M = 1.51¢ BF = 1.37¢ AO = 9¢ 14¢F (1/8/58) 5¢ (1/8/59)	M = 1.51¢ BF = 1.37¢ AO = 9¢ 14¢F (1/8/58) 5¢ (1/8/59)	M = 1.51¢ BF = 1.37¢ AO = 9¢ 14¢F (1/8/58) 5¢ (1/8/59)	M = 1.51¢ BF = 1.37¢ AO = 9¢ 14¢F (1/8/58) 5¢ (1/8/59)	M = 1.51¢ BF = 1.37¢ AO = 9¢ 14¢F (1/8/58) 5¢ (1/8/59)	M = 1.51¢ BF = 1.37¢ AO = 9¢ 14¢F (1/8/58) 5¢ (1/8/59)	M = 1.51¢ BF = 1.37¢ AO = 9¢ 14¢F (1/8/58) 5¢ (1/8/59)	M = 1.51¢ BF = 1.37¢ AO = 9¢ 14¢F (1/8/58) 5¢ (1/8/59)	
(b) Severance Pay																		
(c) Escalator Clause																		
(d) Bereavement Pay																		
(e) Report-In-Pay																		
(f) Call-In-Pay																		
(g) Jury Duty Pay																		
(h) Injury Shift Guarantees																		
(i) Shift Premium																		
(j) Weekend Premium																		
2. HOURS OF WORK																		
(a) Regular Hours	40	40	40	40	40	40	40	40	40	40	40	40 (1 camp) 48 (camp)	40	40	40	40	40	
(b) Guaranteed Hours	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	36	
3. PREMIUM HOURS																		
(a) After Regular Hours	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	
(b) Saturdays	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	
(c) Sundays	2x	2x	2x	2x	2x	2x	2x	2x	2x	2x	2x	2x	2x	2x	2x	2x	2x	
(d) Holidays	2½x	2½x	2½x	2½x	2½x	2½x	2½x	2½x	2½x	2½x	2½x	2½x	2½x	2½x	2½x	2½x	2½x	
(e) Late & Early Starts	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	1½x	
4. UNION SECURITY																		
(a) Type	RM & RF	RM	RM & RF	RM & RF	US	US	RM	US	RM	MUS	RM	RM & RF	RM	RM	RM	RM	RM	
(b) Checkoff	CC	VR	CC	CC	VI	VI	VR	VI	VR	VR	VR	VR & CC	VR	VR	VR	VR	VR	
5. VACATIONS	1-3y = 1w 3-15y = 2w 15-25y = 3w 25y+ = 4w	1-3y = 1w 3-15y = 2w 15-25y = 3w 25y+ = 4w	1-15y = 1w 15-25y = 2w 25y+ = 4w	1-15y = 1w 15-25y = 2w 25y+ = 4w	1-3y = 1w 3-15y = 2w 15-25y = 3w 25y+ = 4w	1-3y = 1w 3-15y = 2w 15-25y = 3w 25y+ = 4w	1-3y = 1w 3-15y = 2w 15-25y = 3w 25y+ = 4w	1-3y = 1w 3-15y = 2w 15-25y = 3w 25y+ = 4w	1-3y = 1w 3-15y = 2w 15-25y = 3w 25y+ = 4w	1-3y = 1w 3-15y = 2w 15-25y = 3w 25y+ = 4w	1-3y = 1w 3-15y = 2w 15-25y = 3w 25y+ = 4w	1-3y = 1w 3-15y = 2w 15-25y = 3w 25y+ = 4w	1-3y = 1w 3-15y = 2w 15-25y = 3w 25y+ = 4w	1-3y = 1w 3-15y = 2w 15-25y = 3w 25y+ = 4w	1-3y = 1w 3-15y = 2w 15-25y = 3w 25y+ = 4w	1-3y = 1w 3-15y = 2w 15-25y = 3w 25y+ = 4w	1-3y = 1w 3-15y = 2w 15-25y = 3w 25y+ = 4w	
6. HOLIDAYS	8;9(1/8/59)	8;9(1/8/59)	8;9(1/4/59)	8;9(1/4/59)	8;9(1/8/59)	8;9(1/8/59)	8;9(1/8/59)	8;9(1/8/59)	8;9(1/8/59)	8;9(1/8/59)	8;9(1/8/59)	8;9(1/8/59)	8;9(1/8/59)	8;9(1/8/59)	8;9(1/8/59)	8;9(1/8/59)	8;9(1/8/59)	8;9(1/8/59)
7. SENIORITY																		
(a) Type	SC	SS	SS	SS	SS	SS	SS	SS	SS	SS	SS	SS	SS	SS	SS	SS	SS	SS
(b) Size Of Unit	PW-6m+	PW-4m+	PW-2m+	PW-2m+	PW-2m+	PW-2m+	CS	SS	CS	SS	SS	CS	SS	SS	SS	SS	SS	SS
8. DURATION	16/8/58 - 31/3/60	1/4/58 - 31/3/60	1/4/58 - 31/3/60	1/4/58 - 31/3/60	1/8/58 - 31/3/60	1/8/58 - 31/3/60	1/8/58 - 31/3/60	1/8/58 - 31/3/60	1/8/58 - 31/3/60	1/8/58 - 31/3/60	1/8/58 - 31/3/60	1/6/58 - 31/5/59	1/1/57 - 31/12/58	1/1/57 - 31/12/58	1/1/57 - 31/3/59	1/4/57 - 31/4/57	1/4/57 - 31/3/59	1/4/57 - 31/3/59



1960	CANADA PACKERS 216	SWIFT 219	BURNS 224	BUFFALO PACKERS 228	ST. BON. A. & FARMERS 228	ST. BON. H&W 228	MAN. SAUS. 228	PUBLIC AC. 228	BRANDON PACKERS 225	M.C.S. 235	SWIFT DSP 219A	LAMITIBA SUGAR 404	Ogilvie 520	MAPLE LEAF 534	I OF W 564	
CONTRACT PROVISIONS																
1. WAGES (a) Basic Wages	64 (1/1/60) 64 (1/1/61)	64 (1/1/60) 64 (1/1/61)	64 (1/1/60) 64 (1/1/61)	64 (1/1/60) 64 (31/3/61)			7 1/2 (1/1/60) 4 1/2 (1/1/61)	64 (1/1/60) 64 (1/1/61)	BM = 1.65 BF = 1.52 64 (1/1/60) 64 (1/1/61) 1/1/62 WILL ADJUST RATES OF PAY BY AVERAGE OF VALUE OF "BIO 3" SETTLEMENT.	BM = 1.82 (1/8/60) 64 (1/8/61)	34 (1/8/60) 34 (1/8/61)	64 (1/6/60) 54 (1/6/61)				
(b) Severance Pay		1y = 1y 2y = 1 1/2y 3y = 2y 4y = 2 1/2y 5y = 3y 6y = 3 1/2y 7y = 4y 8y = 4 1/2y 9y = 5y 10y = 6y 11y = 7 1/2y 12y = 8y 13y = 9y 14y = 10y 15y = 11y 16y = 12y 17y = 13y 18y = 14y 19y = 15y 20y = 16y 21y = 17y 22y = 18y 23y = 19y 24y = 20y 25y = 21y 26y = 22y 27y = 23y 28y = 24y 29y = 25y 30y = 26y 31y = 27y 32y = 28y 33y = 29y 34y = 30y 35y = 31y 36y = 32y 37y = 33y 38y = 34y 39y = 35y 40y = 36y 41y = 37y 42y = 38y 43y = 39y 44y = 40y 45y = 41y 46y = 42y 47y = 43y 48y = 44y 49y = 45y 50y = 46y 51y = 47y 52y = 48y 53y = 49y 54y = 50y 55y = 51y 56y = 52y 57y = 53y 58y = 54y 59y = 55y 60y = 56y 61y = 57y 62y = 58y 63y = 59y 64y = 60y														
(c) Escalator Clause																
(d) Bereavement Pay	1d	1d	1d	1d			1d	1d								
(e) Report-In-Pay	4	4	4	4				4								
(f) Call-In-Pay	4	36 1 1/2x	4													
(g) Jury Duty Pay																
(h) Injury Sift Guarantee																
(i) Sift Premium	114 1/2 (1/1/61)	114 1/2 (1/1/61)	114 1/2 (1/1/61)	114 1/2 (1/1/61)			94			104	54	64				
(j) Weekend Premium	204Su; 304Su	204Su; 304Su	204Su; 304Su	204Su; 304Su												
2. HOURS OF WORK																
(a) Regular Hours	40	40	40	40			44	40		40	45	40 (I camp) 48 (camp)				
(b) Guaranteed Hours	36	36	36	36			37 1/2	36		36						
3. PREMIUM HOURS																
(a) After Regular Hours	1 1/2x	1 1/2x	1 1/2x	1 1/2x			1 1/2x	1 1/2x		1 1/2x	1 1/2x	1 1/2x				
(b) Saturdays	1 1/2x	1 1/2x	1 1/2x	1 1/2x				1 1/2x		1 1/2x		1 1/2x (I camp)				
(c) Sundays	2x	2x	2x	2x			2x	2x		2x	2x	2x				
(d) Holidays	2 1/2x	2 1/2x	2 1/2x	2 1/2x			2 1/2x	2 1/2x		2 1/2x	2 1/2x	2 1/2x				
(e) Late & Early Starts	1 1/2x		1 1/2x	1 1/2x				1 1/2x								
4. UNION SECURITY																
(a) Type	RM & RF	RM	RM & RF	US	US		RF	US	RM & RF	MUS	RM	RM & RF				
(b) Checkoff	CC	VR	CC	VI	VI		VI	VI	VI & CC	VR	VR	VR & CC				
5. VACATIONS	1-2y = 1w 3-12y = 2w 12-23y = 3w 23y = 4w (1/1/61)	1-2y = 1w 3-12y = 2w 12-23y = 3w 23y = 4w (28/10/60)	1-2y = 1w 3-12y = 2w 12-23y = 3w 23y = 4w (1/1/61)	1-2y = 2w 12-23y = 3w 23y = 4w	1-2y = 2w 12-23y = 3w 23y = 4w		1-2y = 2w 12-23y = 3w 23y = 4w (1/1/61)	1-2y = 2w 12-23y = 3w 23y = 4w	1-2y = 1w 3-15y = 2w 15y = 3w	1-12y = 2w 12-23y = 3w 23y = 4w	1-2y = 1w 3-15y = 2w 15y = 3w	1-2y = 1w 3-15y = 2w 15y = 3w				
6. HOLIDAYS	9	9	9	9			9	9		9	9	9				
7. SENIORITY																
(a) Type	SS	SS	SS	SS			CS	SS	CS	I. & R.	I. & R.	CS				
(b) Size Of Unit	Pw-5m+	Pw-5m+	Pw-5m+	Pw-2y+			CS	FW	FW	FW	FW	FW				
8. DURATION	13/1/60 - 31/3/62	1/1/60 - 31/3/62	1/1/60 - 31/3/62	1/9/59 - 1/9/61	26/9/60 - 31/3/62	1/8/59 - 31/3/61	1/4/60 - 31/3/62	27/7/60 - 31/3/62	29/3/60 - 31/3/63	1/8/60 - 31/7/62	1/8/60 - 31/7/62	1/1/60 - 31/5/62	1/1/59 - 1/7/61	1/1/59 - 1/7/61	1/4/59 - 1/10/61	

1961	CANADA PACKERS 216	SHIFT 219	BURNS 224	BUFFALO PACKERS 228	ST. BON. A. & FARMERS 228	ST. BON. HAW 228	MAN. SAUS. 228	PUBLIC AB. 228	BRANDON PACKERS 235	A.C.S. 235	SHIFT DEP 219A	MANITOBA SUGAR 404	OSHTVIE 520	MAPLE LEAF 534	I. OF W 564	
CONTRACT PROVISIONS																
1. WAGES				5¢ (1/9/61)		BM = 1.81 BP = 1.65 (31/4/61) 6¢ (1/4/62)							G = 2.07 FP = 1.47 (1/7/61) G = 2.13 FP = 1.53 (1/7/62)	G = 1.97½ L = 1.67 FP = 1.58½ (2/7/61) G = 1.99 L = 1.67 FP = 1.58½ (10/9/61) G = 2.05 L = 1.73 FP = 1.64½ (1/7/62)	G = 2.11 L = 1.78 (1/10/61) 2¢ (1/10/62)	
(a) Basic Wages																
(b) Severance Pay																
(c) Escalator Clause																
(d) Bereavement Pay																
(e) Report-In-Pay						4										
(f) Call-In-Pay																
(g) Jury Duty Pay																
(h) Injury Shift Guarantee																
(i) Shift Premium																
(j) Weekend Premium																
2. HOURS OF WORK																
(a) Regular Hours				40		40										
(b) Guaranteed Hours				36		36										
3. PREMIUM HOURS																
(a) After Regular Hours				1½x		1½x								1½x	1½x	
(b) Saturdays				1½x		1½x								1½x	1½x	
(c) Sundays				2x		2x								2x	2x	
(d) Holidays				2½x		2½x								2½x	2½x	
(e) Late & Early Starts				1½x		1½x										
4. UNION SECURITY																
(a) Type				US		US								DM & RF	US	
(b) Checkoff				VI		VI								VR & CC	VI	
5. VACATIONS																
(a) Type				1-15y = 2w 1-15y = 2w 1-15y = 3w 2-15y = 4w 1-15y = 3w (1/1/62)		1-12y = 2w 12-25y = 3w 25y+ = 4w (1/1/62)								1-2y = 1w 2-15y = 2w 1-15y = 3w	1-2y = 1w 2-15y = 2w 1-15y = 3w	1-5y = 1w 5-15y = 2w 1-15y = 3w
(b) Size of Unit				8		9								8	8	8
6. HOLIDAYS																
7. SENIORITY																
(a) Type				SS		SS								SS	SS	CS
(b) Size of Unit				FW		FW-2y+								FW	FW	NI
8. DURATION																
(a) Type				13/4/60 - 31/3/62		19/4/61 - 31/3/63		1/4/60 - 31/3/62	29/8/60 - 31/3/63	1/8/60 - 31/7/62	1/8/60 - 31/7/62	1/1/60 - 31/5/62	1/7/63 - 1/7/63	1/7/63 - 1/7/63	1/10/61 - 1/1/64	

1962 CONTRACT PROVISIONS		CANADA PACKERS 216	SHIFT 219	BURNS 224	BUFFALO PACKERS 228	ST. BON. A. & FARMERS 228	ST. BON. H&W 228	MAN. SAUS. 228	PUBLIC AB. 228	BRANDON PACKERS 235	M.C.S. 235	SMFT DEP 239A	MANITOBA SIGUR 40A	Ogilvie 520	MAPLE LEAF 534	L OF W 564
1. WAGES (a) Basic Wages		6¢ (1/1/62) 5½¢ (1/1/63)	6¢ (1/1/62) 5½¢ (1/1/63)	6¢ (1/1/62) 5½¢ (1/1/63)	BH = 1.45 (1/9/62) BH = 1.50 (1/9/63)	6¢ (1/1/62) 5½¢ (1/1/63)		6¢ (1/1/62) 5½¢ (1/1/63)	6¢ (1/1/62) 5½¢ (1/1/63)		BH = 1.95 (1/8/62) BH = 2.02 (1/8/63)	4¢ (1/8/62) 4¢ (1/8/63)	L = 1.68 BF = 1.47			
(b) Severance Pay			17 = \$60 18 = 100 19 = 200 20 = 400 21 = 700 22 = 1000 23 = 1400 24 = 1800 25 = 2200 26 = 2600													
(c) Escalator Clause																
(d) Bereavement Pay		2d	2d	2d		1d		1d	1d				3d			
(e) Report-In-Pay		4	4	4		4										
(f) Call-In-Pay		4	3g 1½x													
(g) Jury Duty Pay		MUD	MUD													
(h) Injury Shift Guarantee		8	8					8								
(i) Shift Premium		12¢	12¢					9¢			12¢	5¢				
(j) Weekend Premium		20¢Sa; 30¢Su.	20¢Sa; 30¢Su.			20¢Sa; 30¢Su.			20¢Sa; 30¢Su.							
2. HOURS OF WORK																
(a) Regular Hours		40	40	40	40	40	40	44	40		40	45	40 (1 camp) 48 (camp)			
(b) Guaranteed Hours		36	36	36	36	36	36	37½	36		36					
3. PREMIUM HOURS																
(a) After Regular Hours		1½x	1½x	1½x	1½x	1½x	1½x		1½x		1½x	1½x	1½x			
(b) Saturdays		1½x	1½x	1½x	1½x	1½x	1½x		1½x		1½x	1½x	1½x (I camp)			
(c) Sundays		2x	2x	2x	2x	2x	2x		2x		2x	2x	2x			
(d) Holidays		2½x	2½x	2½x	2½x	2½x	2½x		2½x		2½x	2½x	2½x			
(e) Late & Early Starts		1½x	1½x	1½x	1½x	1½x	1½x		1½x		1½x	1½x	1½x			
4. UNION SECURITY																
(a) Type		RHM & RF	RHM	RHM & RF	US	US	US	RF	US		MUS	RHM	TOP & RF			
(b) Checkoff		CC	VR	CC	VI	VI	VI	VI	VI		VR	VR	VR & CC			
5. VACATIONS		1-3y = 1w 3-12y = 2w 12-20y = 3w 20+ = 4w (1/1/63)	1-3y = 1w 3-12y = 2w 12-20y = 3w 20+ = 4w (26/10/62)	1-3y = 1w 3-12y = 2w 12-20y = 3w 20+ = 4w (1/1/63)	1-12y = 2w 12y+ = 3w 20y+ = 4w (1/1/63)	1-12y = 2w 12-20y = 3w 20y+ = 4w (1/1/63)	1-12y = 2w 12-20y = 3w 20y+ = 4w (1/1/63)	1-12y = 2w 12-20y = 3w 20y+ = 4w (1/1/63)	1-12y = 2w 12-20y = 3w 20y+ = 4w (1/1/63)		1-10y = 2w 10-20y = 3w 20y+ = 4w	1-3y = 1w 3-15y = 2w 15y+ = 3w	1-5y = 2w 8-20y = 3w 20y+ = 4w			
6. HOLIDAYS		9	9	9	8	9	9	9	9		9	9	9			
7. SENIORITY																
(a) Type		SS	SS	SS	SS	SS	SS	CS	SS		L & R	L & R	CS			
(b) Size Of Unit		FW-5m+	FW-5m+	FW-5m+	FW	FW-2y+	FW	FW	FW		RM	RM	RM			
8. DURATION		19/1/62 - 31/3/64	1/1/62 - 31/3/64	1/1/62 - 31/3/64	6/9/62 - 6/9/64	22/6/62 - 31/3/64	19/1/61 - 31/3/63	1/1/62 - 31/3/64	15/5/62 - 31/3/64	29/8/60 - 31/3/63	1/8/62 - 31/7/64	1/8/62 - 31/7/64	1/6/62 - 31/5/63	1/7/61 - 1/7/63	1/7/61 - 1/7/63	1/10/61 - 1/1/64

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#### E. OTHER SOURCES

The above material has been supplemented by interviews, the personal correspondence of the author, and the collective agreements signed in Sub-District 104. All these have been specifically noted elsewhere in the study.

It should be noted that all the "Unpublished Material" plus all the material issued by the U.P.W.A. can be obtained from the following U.P.W.A. offices: 205 Union Centre, 570 Portage Avenue, Winnipeg 1, Manitoba; 11½ Spadina Road, Toronto 4, Ontario; 1800 Transportation Building, 608 South Dearborn Street, Chicago 5, Illinois.