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1956 AMENDMENTS TO THE LABOUR AGREEMENT
BETWEEN THE SHERWIN-WILLIAMS CO? OF CANADA LTD.
AND THE INTERNATIONAL CHEMICAL WORKERS' UNION LOCAL 240

On January 26, 1956, representatives of the Sherwin-Williams Company of Canada, Limited and the International Chemical Worker's Union, Local 240, agreed to renew their 1955 Labour Agreement with the following amendments:

ARTICLE 6 - GRIEVANCE PROCEDURE

Para. (f): Add the following paragraph:

"The fees and expenses of the impartial member of the Arbitration Board shall be divided equally between the parties to the arbitration proceeding and all other expenses shall be paid by the party which incurs them, The Arbitrators shall not have the power to add to, or subtract from, or modify any of the terms of this Agreement."

Para. (g): Add the following paragraph:

"In the event that a grievance is not appealed by the Union from one stage to another within three (3) working days of receipt of the decision from the last previous stage, the grievance shall be deemed to have been settled".

ARTICLE 9 - SENIORITY

Para. (b) : Add "1A-Finishing Department".

Para. (e): Add to first sub-paragraph:

"Employees wishing to apply will make applications in duplicate, sending one copy to the Industrial Relations Department and one copy to the union representative on the Selection Committee in the department in which the vacancy has occurred."

Para. (k): Delete this paragraph.

ARTICLE 10 - HOURS OF WORK

Para. (h) : 1. Delete "and those holidays specified in Article 12".

2. Add second paragraph as follows:

"Time and one-half will be paid for work performed on those holidays specified in Article 12 in addition to holiday pay referred to in Article 12 (b)".

Para. (i) Delete the last paragraph and substitute the following:

"In all categories, time and a half will be paid for work performed on days on which the employee was scheduled to be off. Time and one-half will be paid for work performed on those holidays specified in Article 12 in addition to holiday pay referred to in Article 12 (b) ".

Article 10 - Hours of Work (Cont'd)

Para. (k): Delete "Double time shall be paid for those statutory holidays specified in Article 12" and substitute:

"Time and one-half will be paid for work performed on those holidays specified in Article 12 in addition to holiday pay referred to in Article 12 (b)".

Para. (L) : Delete this paragraph (Colour Card & Stationary Dept.)

Para. (O): Delete and replace by the following:

"Working hours for the Mechanical Department will consist of 8½ hours per day from Monday to Friday. Overtime will be paid after 8½ hours per day and/or 42½ hours per week and for all work performed on Saturday."

ARTICLE 11 - WORKING CONDITIONS

Para. (d) Delete the present paragraph and replace by the following:

"Employees called in to work in the case of emergencies will be paid a minimum of two hours at overtime rate. For such employees the company will provide transportation if they are called upon to travel between midnight and 6 A.M. It is also agreed that an employee shall not be deducted for a lunch period (maximum 30 minutes) in the case of emergency call-in during the night and also on Sunday".

Para. (e): Delete the present paragraph and replace by the following:

"WHEN an employee is required to work more than two hours overtime and has not been notified prior to commencing his shift, he shall be provided with a suitable lunch at the end of his regular shift (or ninety cents in lieu thereof) and also at every subsequent four hours".

Para. (1): Add new paragraph as follows"

"In case of death in the immediate family (i.e. mother, father, sister, brother, husband, wife, son, or daughter) of an employee, one day with pay will be granted to the employee at a time mutually agreed on by the employee and his department head."

ARTICLE 12 - STATUTORY HOLIDAYS WITH PAY

Para. (b): Delete the present paragraph and replace by the following:

"An employee will be paid for the eight above-mentioned holidays provided that, at the time of the holiday, he has completed his probationary period and also provided that such holidays fall on a day that the plant is scheduled to be in operation that week; however, if the holiday falls on

Article 12 - (b) -cont'd

Sunday it will be observed on Monday. When Christmas and New Year's Day fall on Saturday the Company will pay for the two holidays and will close the plant on the Fridays preceding the holidays.

An employee who fails to work a full day on the working day succeeding these holidays will not be paid for the holiday unless he can show that his absence occurred with the express consent of his supervisor or was to illness as attested by a physician's certificate. In the case of extended illness, employees will be paid, at the time they return to work, for statutory holidays which occurred during the first fourteen (14) weeks of their absence; this provision will apply to all cases of sickness or accident covered either by our group insurance plan or Workmen's Compensation.

In all departments except the Mechanical Department the basis for payment for statutory holidays shall be 8 hours per day. In the Mechanical Department the basis of payment shall be 8½ hours per day".

Para. (c): Delete (incorporated in Article 13)

ARTICLE 13 - ANNUAL VACATION

Delete the present article and replace by the following:

- "(a) Subject to the conditions outlined in other sections of this article, and based upon length of service as at April 30th of the calendar year during which the vacation is to be taken, employees shall be granted vacation with pay as follows:
1. An employee who has completed his probationary period but who has less than one year of service shall be granted 1/2 day for every 30 calendar days, or multiples thereof, (up to a maximum of 5 days) which he has worked for the Company during the vacation year.
 2. An employee who has worked for the Company for at least one year, but less than 3 years, shall be granted one week's vacation provided he has worked for the company no less than 10 months during the vacation year. Employees in this category who have not worked the required length of time shall be granted 1/2 day for every 30 calendar days of service, or multiples thereof, during the vacation year.
 3. An employee who has worked for the Company for 3 years, but less than 20 years, shall be granted two weeks' vacation provided that, if he has less than 10 years' service, he has worked for the Company less than 9 months during the vacation year. Employees in this category who have not worked the required length of time shall be granted 1 day for every 30 calendar days of service, or multiples thereof, during the vacation year.

Article 13 - Annual Vacation (cont'd)

4. An employee who has worked for the Company for 20 years or more shall be granted 3 weeks' vacation.
- (b) The vacation year, for purposes of computing vacation periods and pay, shall be from May 1st of any year to April 30th of the following year.
- (c)
 1. Vacations shall be taken only after they have been earned, at a time mutually convenient to the Company and the Employee within the period of June 1st to September 30th immediately following the end of the vacation year. Any exception to this provision shall be by mutual agreement.
 2. Employees who are absent from work during this period due to lay-off or sickness will be given the vacation pay to which they are entitled at the time of the general vacation period, if one has been declared. Any exception to this provision shall be by mutual consent.
- (d) The Company may declare a general vacation period in any year (within the period of June 1st to September 30th) and designate such period as the time during which all employees shall take their vacations. Subject to the requirements of production, employees with the greatest seniority in each department will be given preference in assigning vacations outside of the regular vacation period.
- (e) An employee shall be given at least 30 days' notice in advance of the date on which he is to begin his vacation.
- (f) Absence from work of less than 2 months owing to non-occupational sickness or accident shall not affect the length of vacation to which an employee is entitled. However, any period in excess of 2 months will be deducted from the employee's vacation credit for that particular vacation year, and he will be paid in accordance with paragraph (a) of this article. (The time limit of 2 months will be increased to 3 months for employees with 3 to 10 years' service, and to 6 months for employees with 10 to 20 years' service, and 12 months for employees with more than 20 years' service.)
- (g) If an employee who has completed his probationary period leaves the Company he shall be paid according to Paragraph (a).
- (h) Vacations will be paid for by the Company on the basis of straight-time rates for the normal hours of work in each department as specified in Article 10. An employee's permanent classification at the time he takes his vacation shall be considered his rate for the purpose of computing vacation pay.
- (i) When a recognized statutory holiday falls within an employee's vacation period, such an employee will be granted an extra day of vacation with pay at a time mutually convenient to the Company and Employee".

ARTICLE 18 - RATES OF PAY

Para. 1: Delete the present paragraph and substitute the following:

"The rates of pay for each classification have been established on the basis of the Job Evaluation Plan. Commencing January 1, 1956, the rates shall be as per Schedule "B" dated January 1, 1956. On January 1, 1957 the 1956 rates will be increased by 4% (calculated by the same method as the 1956 rates).

ARTICLE 19 - DURATION OF AGREEMENT

The present article is to be replaced by the following:

"this Agreement shall become effective as of January 1st 1956 and shall remain in effect until December 31st 1957, ~~and thereafter shall be automatically renewed from year to year unless in any year between November 1st and December 1st either party shall furnish the other with notice of termination of, or proposed revision of, or addition to, any provision hereof.~~

In such ~~event~~, negotiations on any such proposal, revision, or addition to, shall take place ~~between the parties~~ within thirty (30) days of such notice, and in such case the ~~present agreement~~ shall remain in force until the new agreement is duly signed."

Duly signed by the authorized parties on January 26, 1956

INTERNATIONAL CHEMICAL WORKERS UNION, LOCAL 240. THE SHERWIN-WILLIAMS COMPANY OF CANADA, LIMITED

A. Courchesne,
International Representative

C. M. Skinner
General Manager - Factory Operations

F. Kengelaar, President

E. P. Lanthier, Asst General
Manager, Factory Operations

A. Cavanagh,
Recording Secretary

G. L. Daly
Factory Manager - Montreal Division

C. H. Laberge
Industrial Relations Manager

Either party wishing to negotiate any revision of this agreement shall give notice in writing to the other party during the period of Nov. 1st 1957 to Dec. 1st 1957.

SCHEDULE "B"
CLASSIFICATION AND RATES

Effective: January 1, 1956

Probationary Period: 3 months

HIRING RATES:

	<u>MALE</u>	<u>FEMALE</u>
1 month at	\$1.24	\$.99
1 month at	1.29	1.02
1 month at	1.34	1.05

	<u>POINTS</u>	<u>RATE</u>
1. <u>CHEMICAL LAB</u>		
1. Washboy	129	\$172.66 per month
2. <u>COOPER SHOP</u>		
1. Cooper	212	1.54
2. Inspector	207	1.54
3. Drum Washer	186	1.49
4. Drum Painter	174	1.49
5. Drum Washer (5 gallon)	209	1.54
3. <u>DRY COLOUR WORKS</u>		
1. Chargehand	309	1.83
2. Striker, 1st Class	355	1.94
3. Striker, 2nd Class	308	1.83
4. Cooper	216	1.59
5. Millman, 1st Class	294	1.77
6. Millman, 2nd Class	225	1.59
7. Pressman, 1st Class	250	1.65
8. Pressman, 2nd Class	227	1.59
9. Kiln Man	262	1.71
10. Helper	189	1.49
11. Labourer	172	1.49
12. Elevator Man	162	1.43
13. Checker, Rec.	194	1.54
14. Checker, Shipping	194	1.54
15. Checker, Stock	212	1.54
16. Washboy	129	\$172.66 per month
17. Pulper Operator	186	1.49
4. <u>INSECTICIDES</u>		
1. Blender, 2nd Class	229	1.59
1A Blender, 1st Class	269	1.71
2. Machine Oper. 1st Class, Female	154	1.28
3. Machine Oper. 1st Class, Male	174	1.49
4. Machine Oper. 2nd Class, Female	147	1.25
5. Helper General, Male	174	1.49
6. Labourer	159	1.39 #see note below
7. General Worker, Female	132	1.20
5. <u>JANITORS</u>		
1. Chargehand	194	1.54
2. Male	152	1.43
3. Female	107	1.16

NOTE RE "LABOURER" CLASSIFICATION

Employees who were employed by the Company prior to Jan. 1, 1955, will be paid \$1.43 instead of \$1.39.

	<u>POINTS</u>	<u>RATE</u>
6. <u>KEM-TONE</u>		
1. Chargehand	293	1.77
2. Shader, 1st Class	306	1.83
3. (Operator-discontinued Dec. 31/55)		
4.		
5. Washboy	129	\$172.66 per month
7. <u>LACQUER</u>		
1. Shader, 1st Class	320	1.83
2. Chargehand	348	1.94
3. Mixer	235	1.59
4. Millman	230	1.59
5. Filler	197	1.54
6. Checker	206	1.54
7. Helper	190	1.49
8. Labourer	169	1.39 # see note Page 1
9. Shader, 2nd Class	269	1.71
10. Bench Boy	129	1.20
11. Viscosity Boy	137	1.25
8. <u>LINSEED OIL MILL</u>		
1. Maintenance man	314	1.83
2. Chargehand	274	1.71
2A Chargehand-trainee		1.64
3. Soap Maker	219	1.59
4. Filter Operator	209	1.54
5. Oil Filler	204	1.54
6. Seed Roll & Drier Attendant	194	1.54
7. Labourer	169	1.39 # see note Page 1
8. Oil Refiner	210	1.54
9.		
10. Drum Painter	174	1.49
11. Expeller Man	194	1.54
12. Meal Packer	171	1.49
9. <u>MECHANICAL</u>		
1. Machinist	364	1.94
2. Electrician	364	1.94
3. Stationary Engineer, 2nd Class	357	1.94
4. Millwright	361	1.94
5. Mechanic	331	1.88
6. Carpenter	304	1.83
7. Steamfitter	339	1.88
8. Oiler	175	1.49
9. Helper	167	1.43
10. Stationary Engineer, 4th Class	274	1.71
11. Stationary Engineer, 3rd, Class	317	1.83
12. Storeman	207	1.54
13.		
14. Blacksmith	300	1.77
15. Painter, Maintenance	239	1.65
16. Painter Chargehand	267	1.71
17. Welder	348	1.94

	<u>POINTS</u>	<u>RATE</u>
10. COLOUR CARD DEPT.		
1. Chargehand, Female	212	1.42
2. Chargehand, Male (Press)	259	1.71
3. Machine Operator Press, Female	170	1.33
4. Labourer	162	1.39 # see note Page 1
5. Tablehand, Stationary & Bindery, Female	116	1.16
6.		
7. Machine Operator (Sample), Female	147	1.25
8. Machine Operator (Coater) Female & Youth	146	1.25
9. Tinter Understudy	124	1.31
11. PAINT WORKS		
1. Chargehand (Mixing)	303	1.83
2. Shader, 1st Class	310	1.83
3. Shader, 2nd Class	259	1.71
4. Mill Dresser	252	1.65
5. Millman, 1st Class (5 Roll)	291	1.77
6.		
7. Millman, 2nd Class (3 Roll)	252	1.65
8. Mixer	252	1.65
9. Viscosity Man	208	1.54
10. Tank Washer (see "finishing")		
11. Helper	192	1.49
12. Thin-down Man	254	1.65
19. (Millman, 2nd Class (Stone)-discontinued Dec. 31/55)		
11A PAINT WORKS FINISHING		
1. Chargehand	267	1.71
2. Filler, 1st Class (Male)	231	1.59
3. Filler, 2nd Class (Male)	182	1.49
4. Filler, 1st Class (Female)	170	1.33
5. Maintenance Man	240	1.65
6. Carton Sealing Mach. Oper., Male	179	1.49
7. Tank Washer	179	1.49
8. Filler, 2nd Class, Female	149	1.25
9. Labourer (Male)	159	1.39# see note Page 1
10. Stenciller (Male)	-	- Reinstated Jan. 1/56 to be evaluated
11. Stamping Machine Oper. Male	-	" " " " " "
11A Stamping Machine Oper., Female	129	1.20
12 Labelling Machine Oper., Female	129	1.20
13 General Helper (Female)	124	1.20
14 Checker -added Jan. 1/56 to be evaluated		
12. RECEIVING		
1. Chargehand	267	1.71
2. Elevator Operator	212	1.54
3. Warehouseman	212	1.54
4. Lift Truck Operator	215	1.59
4A (Lift Truck Operator, Mill St. -discontinued Dec. 31/55)		
5. (Tractor Operator -discontinued Dec. 31/55)		
6. Pumpman	215	1.59
7. General Helper	192	1.49
8. Layout Man	203	1.54
9.		
10. Labourer	162	1.39 # see note Page 1
11. Checker	185	1.49

	<u>POINTS</u>	<u>RATE</u>
13. <u>VILLE LASALLE WAREHOUSE</u>		
1. Layout Man	210	1.54
2. Chargehand	268	1.71
3. Layout Man - 5 Gallon	240	1.65
4. Layout Man-Industrial & Automotive	225	1.59
5. Labourer	159	1.39 #See note Page 1
6. Helper	177	1.49
7. Helper (5 Gallon Shipping)	182	1.49
8. Lift Truck Operator	206	1.54
9. Checker	189	1.49
10. Checker, 5 Gallon	204	1.54
11. Packer	176	1.49
12. Truck Driver	194	1.54
13. Warehouse Internal Tractor & Trailer Operator		1.49 (Temp)
14. Furnace Room & General Maintenance Man		1.88 (Temp)
14. <u>TECHNICAL</u>		
1. Washboy	129	\$172.66 per month
2. Trainee		\$179.81 per month
15. <u>VARNISH</u>		
1. Helper Filler and Blender	160	1.43
2. Cocker, 1st Class	306	1.83
3. Cocker, 2nd Class	274	1.71
4. Cocker (Alkyd)	282	1.77
5. Thinning Man	258	1.65
6. Blender	229	1.59
7. Filler	194	1.54
8. Press Man	254	1.65
9.		
10.		
11. Cold Cutter	220	1.59
12. Helper (Thinning)	164	1.43
13. Helper (Cold Cut)	165	1.43
14. Skilled Helper (Alkyd)	192	1.49
15. Press Man Helper	171	1.49
16.		
17. Washboy	129	\$172.66 per month
18. Capper (Youth)	97	1.12
19. Helper Cooker	175	1.49
20. Labourer	162	1.39 #see note Page 1
21. Label & Packing Chargehand	246	1.65
22. Filling & Shipping Chargehand	294	1.77
23. Helper	150	1.43
16. <u>INCAPACITATED EMPLOYEES</u>. It is recognized that employees who become, or who are already, incapacitated, will, as far as it is possible, to employed by the Company at a rate to be mutually agreed upon by the parties to this agreement.		
17. <u>TECHNICAL WASHBOYS & TRAINEES</u>. With reference to hours of work, overtime, and other general working conditions, the washboys and trainees will comply with the rules and regulations established for the Technical Department. They will also benefit from all privileges granted to the Technical Department. It is understood that such employees have the right to avail themselves of the Grievance Procedure as outlined in our Labour		

1955 AMENDMENTS TO THE LABOUR AGREEMENT
BETWEEN THE SHERWIN-WILLIAMS COY OF CANADA LTD.
AND THE INTERNATIONAL CHEMICAL WORKERS' UNION, LOCAL 24

On December 23, 1954 representatives of the Sherwin-Williams Company of Canada, Limited, and the International Chemical Workers' Union Local 240, agreed to renew their 1954 Labour Agreement with the following amendments:

PRELIMINARIES

The Company agrees to add "Ville LaSalle Warehouse" to the list of locations covered by this agreement.

ARTICLE 6 - GRIEVANCE PROCEDURE

Paragraph (c). Replace the present paragraph by the following:

"If a settlement is not reached within a reasonable time (48) hours, the Chairman of the Grievance Committee and, if necessary, the Steward and a member of the Grievance Committee, shall take the matter to the Industrial Relations Manager and shall, at the same time, present a written summary of the grievance, with a copy to the Factory Manager."

ARTICLE 8 - TRANSFERS

The second paragraph of Section (a) is to be replaced by the following:

"When it is known that jobs will be filled, or have already been filled, on a temporary basis for more than one month they will be filled in accordance with Article 9, Paragraph (e), with the following exception: in case one of the departements of the Company stops production temporarily for lack of material, or for some other reason out of its control, the Company will have the right, at its option, to offer to the employees of the said departement, who normally would be laid off, temporary work in some other occupational classification having a lower or higher rate of pay and to pay them the regular rate of pay for such classification."

ARTICLE 9 - SENIORITY

Paragraph (a): Delete "for a period of two (2) calendar months" and substitute:

"for a period of three (3) calendar months"

Paragraph (g): The present paragraph is to be replaced by the following:

"In staff reductions and re-employment, the principle of departmental seniority shall prevail provided the employees concerned are capable of performing the work to be done. Subject to these conditions, employees last on the seniority list shall be laid off first and re-employed in the reverse order to which they are laid off."

Re-employment notices are to be mailed to the laid-off employees who, in turn, must report by telephone or in person within 48 hours from the time the notice is mailed or lose their claim to the jobs under

Article 9 (g) (cont'd)

consideration. However, if the employee can **establish** within two weeks to the satisfaction of the Company at he could not report for work, then the employee would retain his seniority rights for one other position. The limit of "one other position" shall not apply to employees who prove that they were unable to report because of sickness, such employees will be given an opportunity to fill subsequent positions which become vacant during the period in which he would retain his seniority as per Article 9, paragraph (d)."

ARTICLE 10 - HOURS OF WORK

Paragraph (a), Sub-paragraph 1: Delete "forty-two-and-a-half hours (42½)" and "eight-and-a-half (8½) hours" and substitute:

"forty (40) hours" and "eight (8) hours"

Paragraph (B): Delete "eight-and-a-half (8½) hours" and substitute "eight (8) hours".

Paragraph (c): Delete "forty-two-and-a-half (42½) hours consisting of eight-and-a-half hours" and substitute "forty (40) hours consisting of eight (8) hours".

Delete "Overtime shall be paid for any time worked in excess of 8½ hours per shift." and substitute "Overtime shall be paid for any time worked in excess of 8 hours per shift".

Paragraph (h): Delete "Dehydrol"

Paragraph (j): Delete the present paragraph.

Paragraph (l): Delete "42½ hours, eight and one half hours per day" and substitute "40 hours, eight hours per day".

Delete "Time and a half shall be paid for any time worked in excess of eight and one half hours per day from Monday to Friday." and substitute:

"Time and a half shall be paid for any time worked in excess of eight hours per day from Monday to Friday".

ARTICLE 12 - STATUTORY HOLIDAYS WITH PAY

Paragraph (b), Sub-paragraph 3: The present paragraph is to be replaced by the following:

"In all departments except the Mechanical Department the basis for **payment** for statutory holidays shall be 8 hours per day. In the Mechanical Department the basis of payment shall be eight-and-a-half (8½) hours per day."

Paragraph (c) : The present paragraph is to be replaced by the following:

"After twenty years' continuous service, the employee shall be granted three weeks' vacation with pay".

ARTICLE 18 -

JOB EVALUATION, Paragraph 1 : The last sentence of this paragraph is to be replaced by the following:

"This committee will be responsible for revising any of the classifications and rates and should such revisions not be acceptable to either party, they will be subject to the Grievance Procedure as outlined in Article 6, Paragraphs (d), (e) and (f)."

ARTICLE 19 - DURATION OF AGREEMENT: The present article is to be replaced by the following:

"This Agreement shall become effective as of January 1st 1955 and shall remain in effect until December 31st 1955, and thereafter shall be automatically renewed from year to year unless in any year between November 1st and December 1st either party shall furnish the other with notice of termination of, or proposed revision of, or addition to, any provision hereof.

In such event negotiation on any such proposal, revision, or addition to, shall take place between the parties within thirty (30) days of such notice, and in such case the present agreement shall remain in force until the new agreement is duly signed.

Duly signed by the authorized parties on December 30, 1954.

INTERNATIONAL CHEMICAL WORKERS UNION,
LOCAL 240

R. Corbeil, International Representatives

F. Kenselaar, President

A. Gavanagh, Recording Secretary

THE SHERWIN-WILLIAMS COMPANY OF CANADA,
LIMITED

C.M. Skinner, General Manager-
Factory Operations

E.P. Lanthier, Asst. General Manager
Factory Operations

G.L. Daly, Factory Manager-
Montreal Division

C.H. Laberge, Industrial Relations
Manager.

SCHEDULE "B"

Effective January 1st 1955

CLASSIFICATION AND RATES

Probationary Period: 3 months

Male Hiring Rate: 1 month at \$1.20
 1 month at \$1.25
 1 month at \$1.30

Female Hiring Rate: 1 month at \$.96
 1 month at .99
 1 month at 1.02

	<u>Points</u>	<u>Rate</u>
1. <u>CHEMICAL LAB</u>		
1. Washboy	129	\$167.63 per month
2. <u>COOPER SHOP</u>		
1. Cooper	212	1.49
2. Inspector	207	1.49
3. Drum Washer	186	1.44
4. Drum Painter	174	1.44
5. Drum Washer (5 gallons)	209	1.49
3. <u>DRY COLOUR WORKS</u>		
1. Chargehand	309	1.77
2. Striker, 1st class	355	1.88
3. Striker, 2nd class	308	1.77
4. Cooper	216	1.54
5. Millman, 1st class	294	1.71
6. Millman, 2nd class	225	1.54
7. Pressman, 1st class	250	1.60
8. Pressman, 2nd class	227	1.54
9. Kiln man	262	1.66
10. Helpers	189	1.44
11. Labourers	172	1.44
12. Elevator man	162	1.38
13. Checker, kec.	194	1.49
14. Checker, Shipping	194	1.49
15. Checker, stock	212	1.49
16. Washboy	129	\$167.63 per month
17. Pulper Operator	186	1.44
4. <u>INSPECTIONS</u>		
1. Blender, 2nd class	229	1.54
1A Blender, 1st class	269	1.66
2. Machine Oper. 1st class, female	154	1.24
3. Machine Oper. 1st class, male	174	1.44
4. Machine Oper. 2nd class, female	147	1.21
5. Helper general, male	174	1.44
6. Labourer	159	1.35
7. General Worker, Female	132	1.16
5. <u>JANITORS</u>		
1. Chargehand	194	1.49
2. Male	152	1.38
3. Female	107	1.12

	Points	Rate
6. <u>KEM-TONE</u>		
1. Chargehand	293	1.71
2. Shader, 1st class	306	1.77
3. Operator	221	1.54
4.		
5. Washboy	129	\$167.63 per month
7. <u>LACQUER</u>		
1. Shader, 1st class	320	1.77
2. Chargehand	348	1.88
3. Mixers	235	1.54
4. Millman	230	1.54
5. Filler	197	1.49
6. Checker	206	1.49
7. Helpers	190	1.44
8. Labourer	169	1.35
9. Shader, 2nd class	269	1.66
10. Bench Boy	129	1.16
11. Viscosity Boy	137	1.21
8. <u>LINSEED OIL MILL</u>		
1. Maintenance man	314	1.77
2. Chargehand	274	1.66
2A Chargehand-trainee		1.59
3. Soap maker	219	1.54
4. Filter Operator	209	1.49
5. Oil filler	204	1.49
6. Seed Roll and Drier Attendant	194	1.49
7. Labourer	169	1.35
8. Oil Refiner	210	1.49
9. Filter pressman (job discontinued)		
10. Drum Painter	174	1.44
11. Expeller Man	194	1.49
12. Meal Packer	171	1.44
13. Seed cleaner (job discontinued)		
14. Washboy (job discontinued)		
15. Filler, 2nd class, female (discontinued)		
9. <u>MECHANICAL</u>		
1. Machinist	364	1.88
2. Electrician	364	1.88
3. Stationary Engineer, 2nd class	357	1.88
4. Millwright	361	1.88
5. Mechanic	331	1.82
6. Carpenter	304	1.77
7. Steamfitter	339	1.82
8. Oiler	175	1.44
9. Helper	167	1.38
10. 4th Class Engineer	274	1.66
11. Stationary Engineer, 3rd class	317	1.77
12. Storeman	201	1.49
13. Job Order Clerk (not classified)		
14. Blacksmith	300	1.71
15. Painter Maintenance	239	1.60
16. Painter Chargehand		1.65
17. Welder	348	1.88

	Points	Rate
10. <u>COLOUR CARE DEPT.</u>		
1. Chargehand, Female	212	1.37
2. Chargehand, Male (Press)	259	1.66
3. Machine Operator Press, female	170	1.29
4. Labourer	162	1.35
5. Tablehand, Stationary & Bindery, Female	116	1.12
6. Packer (job discontinued)		
7. Machine Operator (Sample) Female	147	1.21
8. Machine Operator (Coater), Fem. & Youth	146	1.21
9. Tinter Understudy	124	1.27
11. <u>PAINT WORKS</u>		
1. Chargehand (Mixing)	303	1.77
2. Shader, 1st class	310	1.77
3. Shader, 2nd class	259	1.66
4. Mill dresser	252	1.60
5. Millman, 1st class (5 roll)	291	1.71
6.		
7. Millman, 2nd class (3 roll)	252	1.60
8. Mixer	252	1.60
9. Viscosity Man	208	1.49
10. Tank Washer (see Finishing)		
11. Helper	192	1.44
12. Thin-down Man	254	1.60
19. Millman, 2nd class (Stone)	206	1.49
11A <u>PAINT WORKS FINISHING</u>		
1. Chargehand	267	1.66
2. Filler, 1st class (male)	231	1.54
3. Filler, 2nd class (male)	182	1.44
4. Filler, 1st class (female)	170	1.29
5. Maintenance Man	240	1.60
6. Carton Sealing Machine Oper. (Male)	179	1.44
7. Tank Washer	179	1.44
8. Filler, 2nd class (female)	149	1.21
9. Labourer (male)	159	1.35
10. Stenciller (male) - discontinued		
11. Stamping Machine Oper. Male - discontinued		
11A Stamping Machine Operator, female	129	1.16
12. Labelling Machine Operator, female	129	1.16
13. General Helper (female)	124	1.16
12. <u>RECEIVING</u>		
1. Chargehand	267	1.66
2. Elevator Operator	212	1.49
3. Warehouseman	212	1.49
4. Lift Truck Operator	215	1.54
4A Lift Truck Operator (Mill St.)	199	1.49
5. Tractor Operator	208	1.49
6. Pump man	215	1.54
7. General Helper	192	1.44
8. Lay-out Man	203	1.49
9. Packer (eliminated)		
10. Labourer	162	1.35
11. Checker	185	1.44

	<u>Points</u>	<u>Rate</u>
13. <u>FINISHED STOCK DEPARTMENT</u>		
1. Layout Man (Workman)	210	1.49
2. Chargehand	268	1.66
3. Layout Man (5 gal. trfd. to Island St.)	240	1.60
4. Layout Man (Centre St. Case Goods)	210	1.49
4A Layout Man (Island St.)	225	1.54
4B Layout Man (Island St. Shed)	225	1.54
5. Labourer	159	1.35
6. Helper	177	1.44
6A Helper (5 gal. Shipping)	182	1.44
7. Elevator Operator	173	1.44
8. Lift Truck Oper. (Centre & Workman)	206	1.49
8A Lift Truck Oper. (Island St.)	216	1.54
9. Checker (Workman)	189	1.44
9A Checker, Island St.	194	1.49
10. Checker, 5 Gal. (Centre & Island)	204	1.49
10A Checker (Centre St. Stock)	189	1.44
11. Packer (Workman St.)	176	1.44
12. Packer (Centre)	176	1.44
13. Semi-Trailer Truck Driver	194	1.49
14. <u>TECHNICAL</u>		
1. Washboy	129	\$167.63 per month
2. Trainee		\$174.57 per month
15. <u>VARNISH</u>		
1. Helper Filler and Blender	160	1.38
2. Cooker, 1st class	306	1.77
3. Cooker, 2nd class	274	1.66
4. Cooker (Alkyd)	282	1.71
5. Trinning Man	258	1.60
6. Blender	229	1.54
7. Filler	194	1.49
8. Press Man	254	1.60
9. Chargehand (Dehydrol)		
10. Operator (Dehydrol)		
11. Cold Cutter (discontinued)		
12. Helper (Trinning)	164	1.38
13. Helper (Cold Cut)	165	1.38
14. Skilled Helper (Alkyd)	192	1.44
15. Press Man Helper	171	1.44
16. Helper (Dehydrol)		
17. Washboy	129	\$167.63 per month
18. Capper (Youth)	97	1.08
19. Helper Cooker	175	1.44
20. Labourer	162	1.35
21. Label & Packing Chargehand	246	1.60
22. Filling & Shipping Chargehand	294	1.71
23. Helper	150	1.38
16. <u>INCAPACITATED EMPLOYEES</u>		

It is recognized that employees who become incapacitated, or who are already incapacitated, will, as far as it is possible, be employed by the Company at a rate to be mutually agreed upon by the parties to this agreement.

17. TECHNICAL WASHBOYS AND TRAINEES

With reference to hours of work, overtime, and other general working conditions, the washboys and trainees will comply with the rules and regulations established for the Technical Department. They will also benefit from all privileges granted to the Technical Department. It is understood that such employees have the right to avail themselves of the Grievance Procedure as outlined in our Labour Agreement.

NOTE RE "LABOURERS" CLASSIFICATION

The "labourers" on the payroll as of December 31st 1954 will be paid \$1.38 per hour. New labourers will receive the rate as stated in this schedule.

1954

COLLECTIVE AGREEMENT

BETWEEN

THE SHERWIN-WILLIAMS COMPANY OF CANADA LTD.
(hereinafter called the Company)

AND

INTERNATIONAL CHEMICAL WORKERS UNION(A.F. of L.) LOCAL 240
(hereinafter called the Union)

ENTERED INTO

IN RESPECT ONLY TO THE FOLLOWING DESIGNATED PLANTS AND
WAREHOUSES OF THE COMPANY LOCATED IN THE CITY OF MONTREAL:

Entire Plant at 2875 Centre Street

Varnish Plant at Atwater Ave. and St. Patrick St.

Dry Colour and Insecticide works at 1957 Hunter St.

Workman Stree Warehouse

Island Street Warehouse

Mill Street Warehouse

Any other plants or warehouses located in Montreal
or vicinity.

19/3789

ARTICLE 1- PURPOSE

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

ARTICLE 2- TERM "EMPLOYEES"

The term "employees" as mentioned in this agreement refers to, and includes, all men and women working for the Company on production or maintenance work in the plants, including trainees and washboys in the Technical Department, but excluding foremen, office and technical staff, shipping and receiving clerks, security guards, or any other person having the power to hire or discharge.

ARTICLE 3- RECOGNITION

(A) The Company recognizes the Union during the term of this agreement as the sole and exclusive bargaining agent for all its employees, as the term is defined in Article 2, in collective bargaining with relation to wages, hours of work, seniority, grievance procedure and such other working conditions as are included in this agreement.

(b) An employee shall be free to join or not to join the Union. There shall be no discrimination, intimidation, interference, restraint, coercion, or attempted coercion by or on behalf of the Company or by or on behalf of the Union, its members or its agents with respect to any employee because of membership or non-membership in the Union.

(c) No person shall conduct Union activities at the said plants during working hours except as specifically permitted in this agreement.

ARTICLE 4- COLLECTION OF INITIATION FEES-DUES

(a) Upon the authorization of the employee concerned, the Company shall deduct from his wages the sum of two dollars and fifty cents (\$2.50) covering his initiation fee. As this initiation fee must be paid by each new Union member, the authorization form, duly signed by this employee, should be handed to the Company on or before the fifteenth of each month. The deduction will be made once a month only, from the third week's payroll, and will be remitted to the Secretary of the Union before the fifteenth of the following month. It is understood that this deduction of the initiation fee will be the only deduction made from this employee for that month for Union purposes.

(b) On the written authorization of an employee, the Company shall deduct from his wages the sum of one dollar (\$1.00) semi-monthly for Union dues and will remit to the Financial Secretary of the Union, the full amount so collected before the fifteenth of the following month, accompanied by a list of the names of the employees from whom such dues have been collected. Such authorization shall be automatically renewed from year to year unless a notice cancelling this authorization is furnished in writing by the employee to the Company and to the Union within seven days immediately prior to the termination date of this agreement.

ARTICLE 4 (cont'd)

(c) If an employee's dues are, for any reason, not taken off his pay at the regular time of deduction, then the amount due shall be deducted at the next regular deduction time.

ARTICLE 5- REPRESENTATIONStewards

(a) The Union will elect or appoint Departmental Stewards, not to exceed fifteen (15) in number, and supply the Company with a list of same who will then be recognized by the Company. The Union also agrees to supply a list of its recognized local Union Officials.

Grievance Committee

(b) To handle any grievance arising out of the operation of this agreement, the Union will set up a Grievance Committee not exceeding five (5) in number, but only four (4) of these members shall attend any one meeting concerning a grievance; at least three (3) of the members will be chosen from the Stewards. If he is not already a member, the Steward to whose care the settlement of a grievance was originally entrusted may sit on the Committee if and when said grievance is handled by the Grievance Committee. The Union will supply the Company with the names of the Grievance Committee members.

(c) It is understood that a Steward or a member of the Grievance Committee shall, after consultation with his foreman, be permitted during his working hours and without loss of time or pay, to leave his regular duties for a reasonable length of time in order to investigate and settle grievances in his jurisdiction.

(d) All Stewards and members of the Grievance Committee shall be employees of the Company and on the seniority list.

Lay-Off of Union Officials.

(e) Whenever a lay-off affects Stewards or other recognized Union officials not exceeding ten in number, exclusive of the Stewards) the Company will retain such employees, notwithstanding their position on the Seniority List, so long as there is work for which they are qualified and which they are willing to perform.

Leaves of Absence for Union Officials.

(f) The Company shall grant leave of absence without pay to Union officials carrying out their constitutional duties, not exceeding a total of two (2) weeks in any calendar year for any one individual, provided that such leaves of absence do not interfere with plant production or efficiency and are obtained forty-eight hours in advance from the Department Superintendent. In the event of an employee being elected to a permanent position in the Union which might necessitate a longer absence than two weeks, the matter will be considered between the Union Negotiating Committee and the Company.

ARTICLE 6 - GRIEVANCE PROCEDURE

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

Also, should any employee feel that he has been unjustly dealt with in the application of the provisions of this agreement, the grievance procedure mentioned hereinafter shall be followed.

(a) The employee shall take up his grievance directly with the foreman of his department, except when the employee believes that he cannot properly express or explain his difficulties to his foreman, in which case he shall report the matter to the steward selected to represent his department who, together with the employee, or alone if the employee so desires, shall take up the matter with the foreman. If the foreman feels that the presence of the employee concerned is desirable or necessary to clarify the issue, he has the right to ask that the employee be called in.

Should a decision be reached without the presence of the employee concerned, he shall be advised immediately of the decision arrived at.

(b) If the grievance is not adjusted by the foreman within thirty-six (36) hours after the grievance has been submitted to him under the provisions of paragraph (a) the grievance shall be submitted in writing to the Department Superintendent.

(c) If a settlement is not reached within a reasonable time (48 hours), the Steward shall, either alone or accompanied by a member of the Grievance Committee, take the matter to the Industrial Relations Manager and shall, at the same time, present a written summary of the grievance, with a copy to the Factory Manager.

(d) If the grievance is not mutually settled as under the procedure of paragraph (c) hereof, the grievance shall be discussed within 96 hours at a meeting between representatives designated by the President or Vice-President of the Company and representatives designated by the Executive of the Local Union, one of whom may be the President of the International Chemical Workers Union or his appointed representative. The Chairman of the Grievance Committee will be advised by the Company forty-eight hours in advance of the date of such meeting. If the grievance is mutually settled, a memorandum stating the terms of such settlement shall be signed by the duly authorized representatives of the Company and the Union.

(e) All settlement of grievances between the Company and the Grievance Committee shall be final and binding upon the Company, the Committee, employee or employees concerned, and the Union.

(f) In the event of failure to reach a settlement, the matter shall be referred to a Board of Arbitration which shall consist of one nominee of the Company, one nominee of the Union, and a third person who shall act as Chairman and who shall be appointed on the joint recommendation of the two nominees. The nominees shall be named within three days and the chairman shall be appointed within seven days.

ARTICLE 6 (cont'd)

In the event that the nominees fail to agree upon a chairman, a request for nomination of a chairman shall be forwarded to the Minister of Labour of the Province of Québec.

It is agreed that the majority or unanimous decision rendered by the Board of Arbitration shall be final and binding upon the Company and the Union.

Grievance Committee and Management Meetings

(g) Specific times for meetings shall be agreed upon by the Committee and the Management of the Company for the consideration of any dispute or other matters to be dealt with under the foregoing provisions of this section, provided, however, that matters pertaining to the discharge of employees or other matters which cannot reasonably be delayed until the time of such regular meetings shall be considered within forty-eight hours. Matters to be dealt with under the provisions of this section shall normally be discussed during working hours provided, however, that lengthy negotiations for the settlement of any dispute shall be discussed outside of working hours.

No Strikes or Lockouts

(h) During the term of this agreement, the Company agrees that there shall be no lockout and the Union agrees that there shall be no slow-down strike or other complete or partial stoppage of work by its members until all the provisions of this agreement have been exhausted. The Union further agrees that there shall be no strike, slow-down, or other stoppage of work even then unless authorized in writing by the senior officers of the Union and also by an official representative of the International Chemical Workers Union, and a copy of such authorization has been delivered to the Company.

(i) Any employee who engages in a strike, slow-down or stoppage of work before fully complying with the provisions of this section or other recourses provided by law, shall be subject to disciplinary measures both by the Company and by the Union, and the Company shall have the right to dismiss him.

Time Limit

(j) Wherever a time limit is established in this article, it will be considered to be exclusive of Saturdays, Sundays and our recognized statutory holidays. Any time limit may be altered by mutual agreement.

ARTICLE 7- MANAGEMENT

Reservation of Management Rights

(a) Without limiting any other pre-existing rights of the Company and subject to the Grievance Procedure herein provided, the management of the plant and the direction of the employees, including the right to hire, promote, demote, transfer, suspend or discharge for proper cause and the right to relieve employees from duty because of lack of work or for other legitimate reasons, is vested exclusively in the Company in Accordance with the terms of this agreement.

(b) The Company also reserves the right to change the nature of the work, either on a temporary or a permanent basis, at any time and with reasonable.

ARTICLE 7 (cont'd)

notice to the Chairman of the Grievance Committee according to the circumstances. Any such action which results in individual injustice in the opinion of the Union shall be considered a discussible grievance.

Dismissals

(c) In the case of an employee dismissed for cause the Company shall give such cause in writing within a period of twenty-four hours to the Chairman of the Grievance Committee. In the case of an employee who is suspended, the Company shall advise the Chairman of the Grievance Committee in writing within twenty-four hours of such suspension.

(d) The term "for cause" in the preceding sentence does not include lay-offs due to lack of work in a certain department.

(e) Any employee who feels that he has been unjustly dismissed, laid off, or suspended must inform the Industrial Relations Manager of the Company and the Union in writing within forty-eight hours that he questions said dismissal, suspension, or lay-off, and the matter shall from then on be dealt with as a grievance. If the employee is found to have been unjustly dismissed or suspended and consequently is re-instated, he shall then be paid as if he had not been dismissed or suspended.

It is understood by both parties hereto that an employee who has been dismissed or suspended for cause shall have the right to enter the Company premises through the Industrial Relations Department only, for a period of forty-eight (48) hours immediately following such dismissal or suspension. Permission to enter the plant will be left to the discretion of the Industrial Relations Manager, who may also decide whether the suspended or dismissed employee should be accompanied by a guard.

ARTICLE 8- TRANSFERS

(a) An employee required temporarily to fill another job paying a higher rate of pay, for more than two days consecutively shall receive the higher rate of pay; if required temporarily to fill a job paying a lower rate of pay, he shall receive his regular rate of pay for his permanent classification.

In case one of the departments of the Company stops production temporarily for lack of materials, or for some other reason out of its control, the Company will have the right, at its option, to offer to the employees of the said department, who normally would be laid off, temporary work in some other occupational classification having a lower or higher rate of pay and to pay them the regular rate of pay for such classification.

(b) An employee promoted to a higher position shall receive the rate for the higher position not later than fifteen (15) working days after his promotion.

(c) When an employee is transferred permanently to a lower job, the reduction in rate will take place at the completion of the current work week.

ARTICLE 8 -(cont'd)

(d) When an employee is transferred permanently to another job, he shall be paid at the rate of the new job.

(e) When an employee is assigned to any job other than that on which he is presently engaged he shall be told whether it is a temporary assignment or whether it is permanent.

ARTICLE 9 SENIORITY

(a) Seniority shall become effective only after an employee has been employed as a full-time worker for a period of two(2) calendar months. Dismissal of an employee during this period shall not be subject to question by the Union.

(b) Seniority shall be established and applied on the following departmental basis:

1. Paint Works
2. Ken-Tone
3. Lacquer
4. Cooper Shop
5. Receiving
6. Linseed Oil Mill
7. Vanish and Dehydrol
8. Dry Color Works and Insecticides
9. Shipping and Warehouses.
10. Colour Card and Stationary
11. Jaitors
12. Mechanical.

In the event of a lay-off in any of the above departments, Management will follow its usual policy of placing employees with five years' service or more in other department providing they are capable of doing the work to be done.

(c) A copy of the Seniority Lists shall be supplied to the Secretary of the Union and other copies posted annually in the respective departments for a period of seven days during which time the Department Stewards may make representations regarding the correctness of the lists.

The Company agrees to alter the Seniority Lists from time to time and to correct any errors therein whenever evidence of error is submitted by the Union or any employee. No change shall be made in the seniority status of an employee without consultation with the Union.

(d) An employee's seniority rating shall be terminated when he quits or is discharged and the discharge is not reversed through the grievance procedure machinery.

Absence for less than six months, if absence approved by the Company, will not affect an employee's seniority.

ARTICLE 9 (cont'd)

Absence of more than six months but less than one year, if absence is approved by the Company, shall not remove the employee from the Seniority List, but time absent during this period will not accumulate to the employee's credit.

(e) Vacancies occurring in a department will be posted on its bulletin board and also on the bulletin boards in all other departments for a period of forty-eight (48) hours so that employees may make application for a position to be filled.

Within a period of ten days after the closing date for application, the Company will notify all unsuccessful applicants, and the name of the successful applicant will be posted on the bulletin board in the department where the vacancy occurred.

In filling vacancies and in making promotions the Company will consider the following factors, and where (b) and (c) are relatively equal, seniority shall govern:

- (a) Seniority
- (b) Ability and efficiency.
- (c) Physical fitness

Applications made by employees to fill a vacancy shall be reviewed by a committee of four to be appointed in each of the following departments:

Paint Factory, including the Kem-Tone Department
 Varnish
 Lacquer & Cooper Shop
 Linseed Oil
 Mechanical
 Receiving and Stores
 Colour Card and Stationery
 Workman St.
 Island St.
 Centre St. Shipping
 Hunter St.

Two members of the Committee shall be appointed by management and two by the union. This committee will receive applications for the vacancy from the Industrial Relations Department, to which the applications will originally be sent by the applicants. The Committee will give consideration to all applications, bearing in mind the factors heretofore mentioned in this paragraph, and make a recommendation to management as to which of the applicants should fill the vacancy. The final decision will rest with the superintendent, who will advise the Committee of his decision and his reasons for the decision before the appointment is finally made.

(f) In the case of transfers, seniority shall not be affected.

In the case of lay-offs in a department, the employees who have been transferred to that department have the right to return to their former department providing they have been away from it less than 12 months.

An employee's plant seniority will apply in the department to which he has been transferred only after 12 months.

ARTICLE 9 (cont'd)

(g) In staff reductions and re-employment, the principle of departmental seniority shall prevail providing the employees concerned are capable of performing the work to be done. Subject to these conditions, employees last on the seniority list shall be laid off first and re-employed in the reverse order to which they are laid off. Re-employment notices are to be mailed to the laid-off employees who, in turn, must report by telephone or in person within 48 hours from the time the notice is mailed or lose their claim to the jobs under consideration.

(h) In the event, however, that there may be a temporary shortage of work in any department, the Company agrees to discuss with the Union Negotiating Committee the question of whether it will be preferable to reduce the prevailing hours of work, or to make temporary lay-offs of some of the employees in the department.

(i) Seniority dating back to August 15th 1945, based on the War Veterans Seniority clause in the 1948 agreement, will remain in force. However, it will not apply to employees hired after January 1st 1950.

(j) The seniority of salaried employees transferred to an hourly-paid job will be dated from the time that employee started with the Company but will be effective in the department to which he has been transferred only after twelve months from the date he was transferred.

(k) The seniority of an employee transferred from one plant to another will be dated from the time he joined the Organization but will be effective in the department to which he has been transferred only twelve months from the date he was transferred.

ARTICLE 10 - HOURS OF WORKNormal Week

(a) The normal work week, except in those departments specifically mentioned below, will be forty-two and a half hours ($42\frac{1}{2}$), consisting of eight and a half ($8\frac{1}{2}$) hours per day from Monday to Friday. However, it is understood that there may be times when employees will be requested to work on Saturdays.

The normal working hours for operations where only day-time schedules are required shall be set between 7:30 A.M. and 5:30 P.M.

The Company shall make every effort to keep in force the hours of work as set forth in the agreement.

Overtime

(b) Overtime shall be paid for any time worked in excess of eight and a half ($8\frac{1}{2}$) hours per day from Monday to Friday and all hours worked on Saturdays.

Shift Work

(c) For night shift work in non-continuous processes the normal work week is forty-two and a half ($42\frac{1}{2}$) hours consisting of eight and a half hours for each of the 5 daily shifts commencing Monday afternoon or evening and ending with the shifts starting Friday afternoon or evening.

ARTICLE 10 (cont'd)

Overtime shall be paid for any time worked in excess of $8\frac{1}{2}$ hours per shift.

Employees working on continuous operations shall not leave their post until they are relieved or until a maximum of two hours has been allowed to obtain a suitable refuel, unless they have a justifiable reason to do so. This clause shall not prevent a shift worker from continuing to complete the extra shift if mutually agreeable to the Company and the employee concerned.

Day Shift Premium

(d) In operations where only day-time work is scheduled, if an employee is required to start to work before 7:30 A.M. he will be paid eight cents (8¢) per hour premium for every hour worked before 7:30 A.M.

Overtime Rate

(e) The rate for overtime will be time and a half.

(f) On shift work, overtime will not be paid in cases where employees mutually agree, with the consent of the foreman, to rearrange shifts in order to be granted a definite period of time off.

(g) On shift work an off-shift premium of eight cents (8¢) per hour shall be paid for work performed on shifts other than the day shift. If any overtime is payable it shall be calculated on the basis of the normal rates for regular working hours and before adding the premium.

Rate for Sundays and Holidays

(h) Double time shall be paid for all work performed on Sundays and those holidays specified in Article 12, except in departments on continuous process work, namely: Linseed Oil Mill, Dehydrol, and Stationary Engineers and Firemen, in which overtime rates are specified under the respective department headings.

Linseed Oil Mill

(i) Four different types of work are recognized:

Category 1:

- (a) Continuous Process Shift Work, which includes the following: expelling, drying, filtering and chargehands on shift work. This operation will be conducted on the basis of three shifts per day, seven days per week.
- (b) Time and a half will be paid for work performed in excess of eight hours per day and/ or forty hours per week and for all work done on Sunday.

Category 2:

- (a) Continuous Process Shift Work, which includes the following: soap making and refining. This operation will be conducted on the basis of three shifts per day from 7:00 A.M. Monday to 7:00 A.M. Saturday.

ARTICLE 10 (cont'd)

Linseed Oil Mill - Category 2 cont'd

- (b) Time and a half will be paid for work performed in excess of eight hours per day and/ or forty hours per week. Double time will be paid for all work done on Sunday.

Category 3:

- (a) Continuous Daytime Work, which includes the operations of meal packing and meal handling. This operation will be conducted on the basis of one eight-hour shift per day, seven days per week.
- (b) Time and a half will be paid for work performed in excess of eight hours per day and/ or forty hours per week and for all work done on Sunday.

Category 4:

- (a) Regular Daytime Work, which includes Maintenance, Filling, and all other classifications not mentioned above. This operation will be conducted on the basis of one eight-hour shift per day, six days per week. Work on Saturday will be kept to a minimum; however, one Maintenance worker and one Labourer will be required to be on duty every Saturday, and these employees will be given Monday of the same calendar week off in lieu of Saturday. Saturday duty will be rotated among the maintenance and labour classification staff.
- (b) Time and a half will be paid for work performed in excess of eight hours per day and/or forty hours per week. Double time will be paid for all work done on Sunday.

In all categories, time and a half will be paid for work performed on days on which the employee was scheduled to be off; double time (i.e.) work regular pay for time worked plus one eight-hour day) will be paid for all work performed on these statutory holidays specified in Article 12, and time worked in excess of eight hours on statutory holidays shall also be paid for at double time.

Dehydrol Department

- (j) It is recognized that the type of work in the Dehydrol Department is: Continuous Process Swing Shift Work which comprises three rotating shifts of eight hours each per day, making a fifty-six (56) hour week.

Employees shall be paid time and a half for any time worked over eight hours per day and also time and a half for Sunday work, and double time for these holidays specified in Article 12.

Stationary Engineers and Firemen

- (k) The work week for Stationary Engineers and Firemen will be forty-eight (48) hours, six shifts of eight hours each. Time and a half shall be paid for any time worked in excess of eight hours per regular day. Double time shall be paid for these statutory holidays specified in Article 12.

ARTICLE 10 (Cont'd)

Colour Card & Stationery Dept.

(l) The work week in the Colour Card and Stationery Department will be 42½ hours, eight and one half hours per day from Monday to Friday. Time and a half shall be paid for any time worked in excess of eight and one half hours per day from Monday to Friday.

Alkyd Plant

(m) The work week for the Alkyd Plant will consist of six days of eight (8) hours per day forty-eight (48) hours per week. Overtime will be paid over these specified hours.

Kem-Tone Department

(n) The work week for the Kem-Tone Department will consist of six days of eight hours per day, 48 hours per week. Overtime will be paid over these specified hours.

Mechanical Department

(o) Working hours for the Mechanical Department will consist of 8½ hours per day from Monday to Friday. Overtime will be paid after 8½ hours per day and/or 42½ hours per week.

The first two hours of work on Saturday, or a portion thereof, will be paid for at straight time unless the employee concerned has already worked 42½ hours that week. The remaining work hours will be paid for at time and a half.

ARTICLE II - WORKING CONDITIONS

(a) The normal work week is established for the purpose of computing overtime but this shall not constitute a guarantee by the Company hours of work per day or per week.

(b) The Company's present policy of distributing overtime work as fairly and impartially as possible will be continued.

(c) When an employee is called in to work overtime and has not had eight hours unbroken free time since the completion of his last regular working period, such employee shall not be required to continue working into the next regular shift except in case of emergency.

(d) Employees called in to work inconsistent with their regular working hours will be paid a minimum of two (2) hours at overtime rates. For such employees, the Company will provide transportation if they are called upon to travel between midnight and 6 A.M.

(e) When an employee is required to work more than two hours overtime and has not been notified the day previously, he shall be provided with a suitable lunch at the end of his regular shift and also at every subsequent four (4) hours.

(f) No employee will be asked to take time off accumulated in overtime.

ARTICLE II (cont'd)

(g) An employee reporting for work at his regularly scheduled time, and there being no work in his regular department, shall be entitled to a minimum of four (4) hours' pay at not less than his payroll rate, unless previously notified to the contrary orally or by notice on the bulletin board, provided that if requested by the Company, he shall perform a minimum of four (4) hours of such available work as the Company may assign.

This section shall not apply to employees absent on the preceding working day.

(h) Employees shall be in their respective working places ready to begin work at the designated starting time and shall not leave their places of work until the regular hours of work have been completed.

Rest Period

(i) In all departments other than the Linseed Oil Mill, a ten-minute rest period both morning and afternoon will be granted to all employees.

Wash-Up Periods

(j) In all departments other than the Colour Works and the Linseed Oil Mill, ten minutes wash-up time will be allowed at noon and ten minutes at quitting time. In the Colour Works ten minutes will be allowed at noon and twenty minutes at quitting time.

Linseed Oil Department Wash-Up and Rest Periods

(k) In the Linseed Oil Mill, employees on Continuous Process Shift Work (Categories 1 and 2) will be allowed a twenty-minute period for lunch and a twenty-minute wash-up period after quitting time which will be paid for at regular rates.

Employees in Categories 3 and 4 will be allowed one ten-minute rest period either in the morning or in the afternoon, one ten-minute wash-up period at noon, and one twenty-minute wash-up period after quitting time which will be paid for at regular rates.

ARTICLE 12 - STATUTORY HOLIDAYS WITH PAY

(a) The following generally observed holidays are recognized:

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

(b) Employees will be paid for the eight above-mentioned holidays provided they have completed three months of employment and also provided that such holidays fall on a day that the plant is scheduled to be in operation that week; however, if the holiday falls on Sunday it will be observed on Monday.

An employee who fails to work a full day on the working day succeeding these holidays will not be paid for the holiday unless he can show that his absence occurred with the express consent of his supervisor or was due to illness as attested by a physician's certificate.

ARTICLE 12 (cont'd)

In all departments except the Linseed Oil Mill the basis of payment for statutory holidays shall be $8\frac{1}{2}$ hours per day. In the Linseed Oil Mill the basis of payment shall be 8 hours per day.

(c) Statutory holidays occurring during an employee's vacation or during a general vacation period, will be given at a later date in agreement with the Company, notwithstanding anything that appears in Para. (b) above.

(d) Laid-off employees will not be entitled to any statutory holidays that may occur while they are laid off. They will therefore not be paid for same.

ARTICLE 13 - VACATIONS

(a) One week's vacation with pay shall be granted to all employees who have worked continuously for the Company for one year previous to October 1st.

(b) After three years' continuous service, the employee shall be granted two weeks vacation with pay.

(c) The Company's present policy of giving a three weeks' vacation with pay for employees with twenty-five years' continuous service will be continued.

(d) The normal work week in the department in which he is employed will be the basis for pay for an employee's vacation week or weeks.

(e) Vacations are given in that time most convenient to the Company within the period of June 1st to September 30th but employees shall be given at least thirty (30) days' notice in advance.

(f) Employees with greatest seniority in each department will be given first preference.

(g) The Company may declare a general vacation period in any year and, after discussions of the subject with the Grievance Committee, designate such period as the time during which all employees shall take the vacations or part thereof to which they are entitled.

Vacation Pay for Laid-Off Employees

(h) If it becomes necessary to lay off employees the following procedure will take place:

1st Classification - Employees with one to three years' service

Such employees will be paid, at the time they are laid off, one-twelfth of their weekly earnings for each month worked during the current vacation year.

2nd Classification - Employees with three to ten years' service

Such employees will be paid, at the time they are laid off, two-twelfths of their weekly earnings for each month worked during the current vacation year.

3rd Classification - Employees with ten to twenty-five years' service

Such employees will not be paid any vacation pay at the time they are laid off. Instead, they will receive their full two weeks pay at the vacation period.

ARTICLE 13 (cont'd)

24th Classification - Employees with twenty-five years' service or more
Such employees will not be paid any vacation pay at the time they are laid off. Instead, they will receive their full three weeks' pay at the vacation period.

(1) Such lay-offs will affect the employees' vacation for that particular year only, in accordance with Article 9 (d).

ARTICLE 14 - GROUP INSURANCE

The Company agrees to put into effect the Metropolitan insurance package plan as discussed with the Union Negotiating Committee and to keep the plan in effect during the lifetime of this agreement.

All employees shall join the insurance package plan, but it will not be compulsory for employees to include their dependents.

ARTICLE 15 - BULLETIN BOARDS

The Company agrees to the use of the various bulletin boards for the posting of Union notices, such notices to be submitted to Management for approval and to be posted by them.

ARTICLE 16 - LABOUR-MANAGEMENT COOPERATION COMMITTEE

A Labour-Management Cooperation Committee shall be formed by the Company and the Union and will consist of equal representation of Management and the Union, and shall meet monthly at a mutually agreeable time in order to discuss ways and means of developing more efficient and safer methods of operation in the plant and to discuss any other mutual problem which may rise from time to time.

ARTICLE 17 - SAFETY AND HEALTH

(a) The Company will continue to make reasonable provision for the safety and health of its employees during the hours of their employment. Such devices as the Company requires to be worn and other equipment which, in the opinion of the Company, is necessary to protect the employees from injury shall be provided by the Company.

(b) Whenever the Company recommends to the employees, for their better protection, the use of additional personal safety equipment which it does not supply free of charge, it will make such equipment available to employees at cost.

ARTICLE 18 - RATES OF PAY

Rates of Pay

The rates of pay for each classification, as per Schedule "B", have been established on the basis of the Job Evaluation Plan.

ARTICLE 18 (cont'd)

Job Evaluation

It is agreed that the Job Evaluation Plan will be administered by a Joint Job Evaluation Committee consisting of two representatives from the Union, two from Management and one chairman from the Industrial Relations Department, the chairman to have no vote. This committee will be responsible for revising any of the classifications and rates and should such revisions not be acceptable to either party, they will be subject to the Grievance Procedure under Article 6, Paragraph (d).

The Committee will be nominated for the duration of the agreement.

ARTICLE 19 - DURATION OF AGREEMENT

This Agreement shall become effective as of January 1st 1954 and shall remain in effect until December 31st 1954, and thereafter shall be automatically renewed from year to year unless in any year between November 1st and December 1st either party shall furnish the other with notice of termination of, or proposed revision of, or addition to, any provision hereof.

In such event, negotiation on any such proposal, revision, or addition to, shall take place between the parties within thirty (30) days of such notice, and in such case the present agreement shall remain in force until the new agreement is duly signed.

Duly signed by the authorized parties on Feb. 26 1954.

INTERNATIONAL CHEMICAL WORKERS UNION, LOCAL 249.

Robert Levesque
Robert Levesque, International Representative.

F. Kenselaar
F. Kenselaar, President

A. Cavanagh
A. Cavanagh, Recording Secretary

THE SHERWIN-WILLIAMS COMPANY OF CANADA, LIMITED

C. M. Skinner
C.M. Skinner, General Manager-Factory Operations

E. P. Lanthier
E.P. Lanthier, Asst. General Manager-Factory Operations

G. L. Daly
G.L. Day, Factory Manager-Montreal Division

C. H. Laberge
C. H. Laberge, Industrial Relations Manager

SCHEDULE "A"

Date _____ 19 _____

You are hereby authorized and requested to deduct from my wages the sum of \$2.50 for Union Initiation Fees and also to make a monthly deduction of \$2.00 from my wages, for the months following, during the life of this Agreement, and as per the Constitution and By-Laws of the International Chemical Workers Union; the amounts, so deducted, shall be remitted to the Financial Secretary of Local 240 I.C.Q.U. This authorization shall become effective the seventh (7th) day following the date of its receipt by the Company and shall be automatically renewed from year to year, unless notice, cancelling this authorization, is furnished in writing by me to the Company and to the Union, within seven (7) days immediately prior to the termination of this Agreement.

Witness _____
(for the Union)

Signature

SCHEDULE "B"

CLASSIFICATION AND RATES

Effective January 1st 1954

Probationary Period: 2 months

Male Hiring Rate: 1 month at \$1.23
1 month at \$1.27

Female Hiring Rate: 1 month at \$.96
1 month at \$.99

	<u>Points</u>	<u>Rate</u>
1. <u>CHEMICAL LAB.</u>		
1. Washboy	129	\$159.50 per month
2. <u>COOPER SHOP</u>		
1. Cooper	212	1.42
2. Inspector	207	1.42
3. Drum Washer	186	1.37
4. Drum Painter	174	1.37
5. Drum Washer (55 gallon)	209	1.42
3. <u>DRY COLOUR WORKS</u>		
1. Chargehand	309	1.68
2. Striker, 1st class	355	1.79
3. Striker, 2nd class	308	1.68
4. Cooper	216	1.47
5. Millman, 1st class	294	1.63
6. Millman, 2nd class	225	1.47
7. Pressman, 1st class	250	1.52
8. Pressman, 2nd class	227	1.47
9. Kilnman	262	1.58
10. Helpers	189	1.37
11. Labourers	172	1.37
12. Elevator man	162	1.31
13. Checker, Rec.	194	1.42
14. Checker Shipping	194	1.42
15. Checker, Stock	212	1.42
16. Washboy	129	\$159.50 per month
17. Pulper Operator	186	1.37
4. <u>INSECTICIDES</u>		
1. Blender, 2nd class	229	1.47
1A Blender, 1st class	269	1.58
2. Machine Oper. 1st class, Female	154	1.13
3. Machine Oper. 1st class, Male	174	1.37
4. Machine Oper. 2nd class, Female	147	1.15
5. Helper general, Male	174	1.37
6. Labourer	159	1.31
7. General Worker, Female	132	1.10
5. <u>JANITORS</u>		
1. Chargehand	194	1.42
2. Male	152	1.31
3. Female	107	1.07

SCHEDULE "B"

page 2

	<u>Points</u>	<u>Rate</u>	
6. <u>KEM-TONE</u>			
1. Chargehand	293	\$1.63	
2. Shader, 1st class	306	1.68	
3. Operator	221	1.47	
4.	129		
5. Washboy	129	\$159.50 per month	
7. <u>LACQUER</u>			
1. Shader, 1st class	320	1.68	
2. Chargehand	348	1.79	
3. Mixers	235	1.47	
4. Millman	230	1.47	
5. Filler	197	1.42	
6. Checker	206	1.42	
7. Helpers	190	1.37	
8. Labourer	169	1.31	
9. Shader, 2nd class	269	1.58	
10. Bench Boy	129	1.10	
11. Viscosity Boy	137	1.15	
8. <u>LINSEED OIL MILL</u>			
1. Maintenance man	314	1.68	
2. Chargehand	274	1.58	
2A Chargehand-trainee		1.51	x See note
3. Soap maker	219	1.47	X on
4. Filter Operator	209	1.42	Page 5.
5. Oil filler	204	1.42	
6. Seed Roll and Drier Attendant	194	1.42	
7. Labourer	169	1.31	
8. Oil Refiner	210	1.42	x
9. Filter pressman (job discontinued)			
10. Drum Painter	174	1.37	
11. Expeller Man	194	1.42	
12. Meal Packer	171	1.37	
13. Seed cleaner (job discontinued)			
14. Washboy (job discontinued)			
15. Filler, 2nd class, female (discontinued)			
9. <u>MECHANICAL</u>			
1. Machinist	364	1.79	
2. Electrician	364	1.79	
3. Stationary Engineer, 2nd class	357	1.79	
4. Millwright	361	1.79	
5. Mechanic	331	1.73	
6. Carpenter	304	1.68	
7. Steamfitter	339	1.73	
8. Oiler	175	1.37	
9. Helper	167	1.31	
10. 4th Class Engineer	274	1.58	
11. Stationary Engineer, 3rd class	317	1.68	
12. Storeman	201	1.42	
13. Job Order Clerk (not classified)			
14. Blacksmith	300	1.63	
15. Painter Maintenance	239	1.52	
16. Painter Chargehand		1.57	
17. Welder	348	1.79	

	<u>Points</u>	<u>Rate</u>
10. COLOUR CARD DEPT.		
1. Chargehand, Female	212	1.30
2. Chargehand, Male (Press)	259	1.58
3. Machine Operator Press, Female	170	1.23
4. Labourer	162	1.31
5. Tablehand, Stationery & Bindery, Female	116	1.07
6. Packer (job discontinued)		
7. Machine Operator (Sample), Female	147	1.15
8. Machine Operator (Coater), Female & Youth	146	1.15
9. Tinter Understudy	124	1.21
11. PAINT WORKS		
1. Chargehand (Mixing)	303	1.68
2. Shader, 1st class	310	1.68
3. Shader, 2nd class	259	1.58
4. Mill dresser	252	1.52
5. Millman, 1st class (5 roll)	291	1.63
6.		
7. Millman, 2nd class (3 roll)	252	1.52
8. Mixer	252	1.52
9. Viscosity Man	208	1.42
10. Tank Washer (see Finishing)		
11. Helper	192	1.37
12. Thin-down Man	254	1.52
19. Millman, 2nd class (Stone)	206	1.42
11A PAINT WORKS FINISHING		
1. Chargehand	267	1.58
2. Filler, 1st class (Male)	231	1.47
3. Filler, 2nd class (Male)	182	1.27
4. Filler, 1st class (Female)	170	1.23
5. Maintenance Man	240	1.52
6. Carton Sealing Machine Oper. (Male)	179	1.37
7. Tank Washer	179	1.37
8. Filler, 2nd class, female	149	1.15
9. Labourer (Male)	159	1.31
10. Stenciller (Male)	152	1.31
11. Stamping Machine Operator, male	129	1.26
11A Stamping Machine Operator, female	129	1.10
12. Labelling Machine Operator, female	129	1.10
13. General Helper (female)	124	1.10
12. RECEIVING		
1. Chargehand	267	1.58
2. Elevator Operator	212	1.42
3. Warehouseman	212	1.42
4. Lift Truck Operator	125	1.47
4A Lift Truck Operator (Mill St.)	199	1.42
5. Tractor Operator	208	1.42
6. Pump man	215	1.47
7. General Helper	192	1.37
8. Lay-out Man	203	1.42
9. Packer (eliminated)		
10. Labourer	162	1.31
11. Checker	185	1.37

SCHEDULE "B"

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	<u>Points</u>	<u>Rate</u>
13. <u>FINISHED STOCK DEPARTMENT</u>		
1. Layout Man (Workman)	210	1.42
2. Chargehand	268	1.58
3. Layout Man (5 gal. trfd. to Island St.)	240	1.52
4. Layout man (Centre St. Case Goods)	210	1.42
4A Layout man (Island St.)	225	1.47
4B Layout man (Island St. Shed)	225	1.47
5. Labourer	159	1.31
6. Helper	177	1.37
6A Helper (5 gal. Shipping)	182	1.37
7. Elevator Operator	173	1.37
8. Lift Truck Oper. (Centre & Workman)	206	1.42
8A Lift Truck Oper. (Island St.)	216	1.47
9. Checker (Workman)	189	1.37
10. Checker, 5 Gal. (Centre & Island)	204	1.42
10A Checker (Centre St. Stock)	189	1.37
11. Packer (Workman St.)	176	1.37
12. Packer (Centre)	176	1.37
13. Semi-Trailer Truck Driver	194	1.42
14. <u>TECHNICAL</u>		
1. Washboy	129	\$159.50 per month
2. Trainees		\$166.10 per month
15. <u>VARNISH</u>		
1. Helper Filler and Blender	160	1.31
2. Cooker, 1st class	306	1.68
3. Cooker, 2nd class	274	1.58
4. Cooker (Alkyd)	282	1.63
5. Thinning man	258	1.52
6. Blender	229	1.47
7. Filler	194	1.42
8. Press man	254	1.52
9. Chargehand (Dehydrol)	232	1.47
10. Operator (Dehydrol)	232	1.47
11. Cold Cutter (discontinued)		
12. Helper (Thinning)	164	1.31
13. Helper (Cold Cut)	165	1.31
14. Skilled Helper (Alkyd)	192	1.37
15. Press Man Helper	171	1.37
16. Helper (Dehydrol)	171	1.37
17. Washboy	129	\$159.50 per month
18. Capper (Youth)	97	1.03
19. Helper Cooker	175	1.37
20. Labourer	162	1.31
21. Label & Packing Chargehand	246	1.52
22. Filling & Shipping Chargehand	294	1.63
23. Helper	150	1.31
16. <u>INCAPACITATED EMPLOYEES</u>		

It is recognized that employees who become, or who are already, incapacitated, will, as far as it is possible, be employed by the Company at a rate to be mutually agreed upon by the parties to this agreement.

17. TECHNICAL WASHBOYS AND TRAINEES

With reference to hours of work, overtime, and other general working conditions, the washboys and trainees will comply with the rules and regulations established for the Technical Department. They will also benefit from all privileges granted to the Technical Department. It is understood that such employees have the right to avail themselves of the Grievance Procedure as outlined in our Labour Agreement.

NOTE RE LINSEED OIL MILL CLASSIFICATIONS

The rate for Job Classification 8-2A is the temporary rate which be paid until the job is evaluated.

The jobs of Soap Maker (8-3) and Oil Refiner (8-8) are to be combined into one job and the rate for the job is to be established by job evaluation.

1953 AMENDMENTS TO THE LABOUR CONTRACT
BETWEEN THE SHERWIN-WILLIAMS CO. OF CANADA LTD.
AND THE INTERNATIONAL CHEMICAL WORKERS UNION, LOCAL 240.

On May 27, 1953, representatives of the Sherwin-Williams Company of Canada, Limited, and the International Chemical Workers Union, Local 240, agreed to renew their 1952 contract with the following amendments:-

ARTICLE 2 - TERM "EMPLOYEES"

Add the following:

"The letter written to the President of Local 240 by Mr. C.M. SKINNER on January 17, 1952, is to be sent by Mr. C.M. Skinner, General Manager-Factory Operations, with the following covering letter to all factory supervisory staff:

"At the request of the Union Negotiating Committee we are sending you herewith copy of the letter written to Mr. Fred Kenselaar, President of Local 240, I.C.W.U., on January 17th 1952 in which Management's policy under Article 2 of the contract is set down.

This action is being taken so that our supervisory staff will have a clear understanding of the Company policy."

ARTICLE 6 - GRIEVANCE PROCEDURE

Para.(b): Replace "forty-eight hours " by "thirty-six hours".

Para (e) : After "appointed representative" add the following:

"The Chairman of the Grievance Committee will be advised by the Company forty-eight hours in advance of the date of such meeting."

Para. (k): Add the following:

"Any time limit may be extended by mutual agreement."

ARTICLE 7 - MANAGEMENT

Para. (c) : Add the following:

"In the case of an employee who is suspended, the Company shall advise the Chairman of the Grievance Committee in writing within twenty-four hours of such suspension."

para. (e): After "found to have been unjustly dismissed" add the following:

"or suspended"

Para (e): At the end of the first paragraph, after "if he had not been dismissed" add,

" or suspended"

14/30/34

2- 1953 AMENDMENTS TO LABOUR CONTRACT
I.C.W.U. LOCAL 240

ARTICLE 9 - SENIORITY

Para. (a) : Replace "three calendar months" by "two calendar months".

Para. (e) : After "for a position to be filled", add **the** following:

"within a period of ten days after the closing date for application the Company will notify all unsuccessful applicants, and the name of the successful applicant will be posted on the bulletin board in the department where the vacancy occurred."

ARTICLE 10 - HOURS OF WORK

Para. (c) : Add the following as the third paragraph.

"Employees working on continuous operations shall not leave their post until they are relieved, or until a maximum of two hours has been allowed to obtain a suitable relief, unless they have a justifiable reason to do so. This clause shall not prevent a shift worker from continuing to complete the extra shift if mutually agreeable to the Company and the employee concerned."

ARTICLE 12 - STATUTORY HOLIDAYS WITH PAY

Para. (a) Add the following:

"Victoria Day (This year this holiday will be celebrated on Coronation day, June 2, 1953.)"

Para. (b): Replace " 7 above mentioned holidays" by "8 above mentioned holidays".

Para. (b) : Delete the word "probationary period and substitute of employment"

ARTICLE 19(- DURATION OF AGREEMENT

Delete the present article and substitute the following:

"this Agreement shall become effective as of January 1st 1953 and shall remain in effect until December 31st 1953, and hereafter shall be automatically renewed from year to year unless in any year between November 1st and December 1st either party shall furnish the other with notice of termination of, or proposed revision of, or addition to, any provision hereof.

In such event, negotiating on any such proposal, revision, or addition to, shall take place between the parties within thirty (30) days of such notice, and in such case the present Agreement shall remain in force until the new Agreement is duly signed.

ARTICLE 19 - DURATION OF AGREEMENT (Cont'd)

Duly signed by the authorized parties on May 27th 1953".

INTERNATIONAL CHEMICAL WORKERS UNION LOCAL 240

Robert Levesque
Robert Levesque, International representative

F. Kenselear, President
F. Kenselear,

A. Cavanagh
A. Cavanagh, recording secretary

THE SHERWIN-WILLIAMS COMPANY OF CANADA LIMITED

C. M. Skinner
C. M. Skinner, General Manager, Factory Operations

F. P. Lanthier, Assistant General Manager,
Factory Operations

G. L. Daly,
G. L. Daly, Factory Manager, Montreal Division

G. H. Laberge
G. H. Laberge, Industrial Relations Manager

WITNESS: Lucien Malouin

Conciliator.

1952 AMENDMENTS TO THE LABOUR AGREEMENT
BETWEEN THE SHERWIN-WILLIAMS CO-OF CANADA, LTD.
AND THE INTERNATIONAL CHEMICAL WORKERS' UNION, LOCAL 240

On February 1, 1952, representatives of the Sherwin-Williams Company of Canada, Limited, and the International Chemical Workers' Union, Local 240, agreed to renew their 1950 and 1951 contract with the following changes:

ARTICLE 4 To be amended to read as follows:

"COLLECTION OF INITIATION FEES-DUES

Upon the authorization of the employee concerned, the Company shall deduct from his wages the sum of two dollars and fifty cents (\$2.50) covering his initiation fee. As this initiation fee must be paid by each new Union member, the authorization form, duly signed by this employee, should be handed to the Company on or before the fifteenth of each month. The deduction will be made once a month only, from the third week's payroll and will be remitted to the Secretary of the Union before the fifteenth of the following month. It is understood that this deduction of the initiation fee will be the only deduction made from this employee for that month for Union purposes.

On the written authorization of an employee, the Company shall deduct from his wages the sum of one dollar (\$1.00) semi-monthly for Union dues and will remit to the Financial Secretary of the Union, the full amount so collected before the fifteenth of the following month, accompanied by a list of the names of the employees from whom such dues have been collected. Such authorization shall be automatically renewed from year to year unless a notice cancelling this authorization is furnished in writing by the employee to the Company and to the Union within seven days immediately prior to the termination date of this Agreement.

If an employee's dues are, for any reason, not taken off his pay at the regular time of deduction, then the amount due shall be deducted at the next regular deduction time".

ARTICLE 5

REPRESENTATION.

Paragraph (a) is to be amended to read as follows:

"Stewards

(a) The Union will elect or appoint Department Stewards, not to exceed fifteen (15) in number, and supply the Company with a list of same who will then be recognized by the Company. The Union also agrees to supply a list of its recognized local Union officials."

ARTICLE 6

GRIEVANCE PROCEDURE

Paragraph (c) is to be amended to read as follows:

"(c) If a settlement is not reached within a reasonable time (48 hours), the Steward shall either alone or accompanied by a member of the Grievance Committee, take the matter to the Industrial Relations Manager and shall, at the same time present a written summary of the grievance".

ARTICLE 7

MANAGEMENT

Paragraph (e) is to be amended to read as follows:

"(e) Any employee who feels that he has been unjustly dismissed, laid off, or suspended must inform the Industrial Relations Manager of the Company and the Union in writing within forty-eight hours that he questions said dismissal, suspension or lay-off, and the matter shall from then on be dealt with as a grievance and, if the employee is found to have been unjustly dismissed and, in turn re-instated, he shall then be paid as if he had not been dismissed.

It is understood by both parties hereto that an employee who has been dismissed or suspension for cause shall have the right to enter the Company premises through the Industrial Relations Department only, for a period of forty-eight (48) hours immediately following such dismissal or suspension. Permission to enter the plant will be left to the discretion of the Industrial Relations Manager, who may also decide whether the suspended or dismissed employee should be accompanied by a guard."

ARTICLE 8

TRANSFERS

Paragraph (b) is to be amended to read as follows:

"(b) An employee promoted to a higher position shall receive the rate for the higher position not later than fifteen (15) working days after his promotion".

ARTICLE 9

SENIORITY

Paragraph (e) is to be amended to read as follows:

"(e) Vacancies occurring in a department will be posted on its bulletin board and also on the bulletin boards in all other departments for a period of forty-eight (48) hours, so that employees may make application for a position to be

ARTICLE 9

Paragraph (e) (cont'd)

filled. In filling vacancies and in making promotions, the Company will consider the following factors and where (b) and (c) are relatively equal, seniority shall govern:

- (a) Seniority.
- (b) Ability and efficiency.
- (c) Physical fitness.

The Company shall be ~~the~~ sole judge in determining an employee's ability and efficiency".

ARTICLE 10

HOURS OF WORK

Paragraph (f) is to be amended to read as follows:

"(f) On shift work on off-shift premium of eight cents (.08) per hour shall be paid for work performed on shifts other than the day shift. If any overtime is payable it shall be calculated on the basis of the normal rates for regular working hours and before adding the premium".

Paragraph (j) is to be amended to read as follows:

"(j) The work week for Stationary Engineers and Firemen will be forty-eight (48) hours, six shifts of eight hours each. Time and a half shall be paid for any time worked in excess of eight hours per regular day. Double time shall be paid for the seven (7) statutory holidays included in Article 12".

ARTICLE 16

To be amended to read as follows:

"LABOUR-MANAGEMENT COOPERATION COMMITTEE

A Labour-Management Cooperation Committee shall be formed by the Company and the Union and will consist of equal representation of Management and the Union, and shall meet regularly at a mutually agreeable time in order to discuss ways and means of developing more efficient and safer methods of operation in the plant, and to discuss any other mutual problem which may arise from time to time".

ARTICLE 18

To be amended to read as follows:

"COST OF LIVING ALLOWANCE

The basis to figure the allowance will be 191.1 points of the Federal Cost of Living Index which was published on January 4, 1952. It will be revised quarterly, based on the April 4th, July 4th and October 4th figures, if it has increased or decreased by at least one full point, but will not go down further than 191.1

The Company will pay \$1.30 per point per month to each employee if the Cost of Living Index goes up as explained above".

RATES OF PAY

The rates of pay for each classification, as per Schedule "B", have been established on the basis of the Job Evaluation Plan.

JOB EVALUATION

It is agreed that the Job Evaluation Plan will be administered by a Joint Job Evaluation Committee consisting of two

ARTICLE 18

(Cont'd)

representatives from the Union, two from Management and one chairman from the Industrial Relations Department, the chairman to have no vote. This Committee will be responsible for revising any of the classifications and rates and should such revisions not be acceptable to either party, they will be subject to the grievance procedure under Article 6, paragraph (e).

The Committee will be nominated for the duration of the Agreement".

ARTICLE 19

To be amended to read as follows:

"DURATION OF AGREEMENT

This Agreement shall become effective as of January 1st 1952 and shall remain in effect until December 31st 1952, and hereafter shall be automatically renewed from year to year unless in any year between November 1st and December 1st either party shall furnish the other with notice of termination of, or proposed revision of, or addition to, any provision hereof.

In such event, negotiation on any such proposal, revision or addition to, shall take place between the parties within thirty (30) days of such notice, and in such case the present Agreement shall remain in force until the new Agreement is duly signed".

Duly signed by the authorized parties on March 7, 1952.

INTERNATIONAL CHEMICAL WORKERS UNION, LOCAL 240:

Robert Levesque, International Representative

F. Kensel, President

Roméo Corbell, Recording Secretary

SHERWIN-WILLIAMS COMPANY OF CANADA, LIMITED:

C.H. Skinner, General Superintendent

E.P. Lanthier, Asst. General Superintendent

G.L. Daly, Superintendent of Operations

Unreadable signature, Industrial Relations Manager

SCHEDULE "A"

Date _____ 19

You are hereby authorized and requested to deduct from my wages the sum of \$2.50 for Union Initiation Fees and also to make a monthly deduction of \$2.00 from my wages, for the months following, during the life of this Agreement, and as per the Constitution and By-Laws of the International Chemical Workers Union, the amounts, so deducted, shall be remitted to the Financial Secretary of Local 240, I.C.W.U. This authorization shall become effective the seventh (7th) day following the date of its receipt by the Company and shall be automatically renewed from year to year, unless a notice, cancelling this authorization, is furnished in writing by me to the Company and to the Union, within seven (7) days immediately prior to the termination of this Agreement.

Witness.....
(for the Union)

.....
Signature

.....

Date _____ 19

Vous êtes, par la présente, autorisé et requis de déduire de mes gages la somme de \$2.50 pour mes frais d'initiation l'Union et aussi de faire une déduction mensuelle de \$2.00 de mes gages, pour les mois à venir, pendant la durée de cette Convention, et en conformité avec la Constitution et les règlements de l'Union Internationale des Travailleurs des Industries Chimiques. Les montants ainsi déduits seront remis au secrétaire financier du local 240, I.C.W.U; en deça de sept (7) jours après que cette déduction aura été faite. Cette autorisation entrera en vigueur le septième (7e) jour suivant la date de sa réception par la Compagnie et sera automatiquement renouvelée d'année en année, à moins qu'un avis annulant l'autorisation ne soit fourni par moi, par écrit, à la Compagnie et à l'Union, en deça de sept (7) jours précédant immédiatement la fin de cette Convention.

Témoin.....
(pour l'Union)

.....
Signature

SCHEDULE "B"

CLASSIFICATION AND RATES

Effective Jn. 1st 1952

Probationary period: 3 months

Male Hiring Rate: 6 weeks at
\$1.11
6 weeks at
\$1.15

Female Hiring Rate: 6 weeks at
\$.87
6 weeks at
\$.90

	<u>POINTS</u>	<u>RATE</u>
1. <u>CHEMICAL LAB.</u>		
1. Washboy	129	\$145. per month plus C.L.A.
2. <u>COOPER SHOP</u>		
1. Cooper	212	1.29
2. Inspector	207	1.29
3. Drum washer	186	1.24
4. Drum painter	174	1.24
3. <u>DRY COLOUR WORKS</u>		
1. Chargehand	309	1.52
2. Striker, 1st class	355	1.62
3. Striker, 2nd class	308	1.52
4. Cooper	216	1.33
5. Millman, 1st class	294	1.48
6. Millman, 2nd class	225	1.33
7. Pressman, 1st class	250	1.38
8. Pressman, 2nd class	227	1.33
9. Kiln man	262	1.43
10. Helpers	189	1.24
11. Labourers	172	1.24
12. Elevator man	162	1.19
13. Checker, Rec.	192	1.29
14. Checker, Shipping	194	1.29
15. Checker, Stock	212	1.29
16. Washboy	129	\$145.00 per month plus C.L.A.
4. <u>INSECTICIDES</u>		
1. Blander	229	1.33
2. Machine Oper. 1st class, Female	154	1.07
3. Machine Oper, 1st class, Male	174	1.24
4. Machine Oper, 2nd class, Female	147	1.04
5. Helper general, Male	174	1.24
6. Labourer	159	1.19
7. General Worker, Female	132	1.00
5. <u>JANITORS</u>		
1. Chargehand	194	1.29
2. Male	152	1.19
3. Female	107	.97

	<u>POINTS</u>	<u>RATE</u>
6. <u>KEM-TONE</u>		
1. Chargehand	293	1.48
2. Shader, 1st class	306	1.52
3. Operator	221	1.33
4.		
5. Washboy	129	\$145. per month plus C.L.A.
7. <u>LACQUER</u>		
1. Shader, 1st class	320	1.52
2. Chargehand	348	1.62
3. Mixers	235	1.33
4. Millman	230	1.33
5. Filler	197	1.29
6. Checker	206	1.29
7. Helpers	190	1.24
8. Labourer	169	1.19
9. Shader, 2nd class	269	1.43
10. Bench Boy	129	1.00
11. Viscosity boy	137	1.04
8. <u>KINSEED OIL MILL</u>		
1. Maintenance man	314	1.52
2. Chargehand	274	1.43
3. Soap maker	219	1.33
4. Filter operator	209	1.29
5. Oil filler	204	1.29
6. Seed Roll and Drier Att'd.	194	1.29
7. Labourer	169	1.19
8. Oil Refiner	210	1.29
9. Filter pressman	174	1.24
10. Drum painter	174	1.24
11. Expeller man	194	1.29
12. Meal packer	171	1.24
13. Seed cleaner	194	1.29
14. Washboy	129	\$145. per mont plus C.L.A.
15. Filler, 2nd class, Female	129	1.00
9. <u>MECHANICAL</u>		
1. Machinist	364	1.62
2. Electrician	364	1.62
3. Stat'y Engineer, 2nd class	357	1.62
4. Millwright	361	1.62
5. Mechanics	331	1.57
6. Carpenter	304	1.52
7. Steam fitter	339	1.57
8. Oiler	175	1.24
9. Helper	167	1.19
10. 4th Class Engineer	274	1.43
11. Stat'y Engineer, 3rd class	317	1.52
12. Storeman	201	1.29
13. Job order clerk (not classified)		
14. Blacksmith	300	1.48
15. Painter maintenance	239	1.38
		1.42

	<u>POINTS</u>	<u>RATE</u>
10 <u>P & A.</u>		
1. Chargehand (Female)	212	1.18
2. Chargehand (Male) (Press)	259	1.43
3. Machine Operator Press (Female)	170	1.11
4. Labourer	162	1.19
5. Tablehand, Stat's & Bindery F.	116	.97
6. Packer (job discontinued)		
7. Machine Operator (Sample) Fem.	147	1.04
8. Machine Operator (Coater) (F & Y.)	146	1.04
9. Tinter Understudy	124	1.10
11. <u>PAINT WORKS</u>		
1. Chargehand (Mixing)	293	1.48
2. Shader, 1st class	310	1.52
3. Shader, 2nd class	259	1.43
4. Mill dresser	252	1.38
5. Millman, 1st class (5 Roll)	291	1.48
6.		
7. Millman, 2nd class (3 Roll)	252	1.38
8. Mixer	252	1.38
9. Viscosity man	208	1.29
10. Tank washer (see Finishing)		
11. Helper	192	1.24
12. Thin-down man	254	1.38
19. Millman, 2nd class (Stone)	206	1.29
11A <u>PAINT WORKS FINISHING</u>		
1. Chargehand	267	1.43
2. Filler, 1st class (Male)	198	1.29
3. Filler, 2nd class (Male)	182	1.24
4. Filler, 1st class (Female)	168	1.11
5. Maintenance man	240	1.38
6. Carton Scaling Machine Oper. M.	179	1.24
7. Tank washer	179	1.24
8. Filler, 2nd class, female	149	1.04
9. Labourer (M)	159	1.19
10. Stenciller (Male)	152	1.14
11. Stamping Machine Operator (Male)	140	1.00
12. Labelling Machine Oper. (Female)	129	1.00
13. General Helper (Female)	124	
12. <u>RECEIVING</u>		
1. Chargehand	257	1.38
2. Elevator Operator	212	1.29
3. Warehouseman	212	1.29
4. Lift Truck Operator	215	1.33
4a. Lift Truck Operator (Mill St.)	199	1.29
5. Tractor Operator	208	1.29
6. Pump man	215	1.33
7. General helper	192	1.24
8. Lay-out man	203	1.29
9. Packer (eliminated)		
10. Labourer	162	1.19
11. Checker	185	1.24

	<u>POINTS</u>	<u>RATE</u>
13. FINISHED STOCK DEPT.		
1. Layout man (Workmen)	210	1.29
2. Chargehand	268	1.43
3. Layout man (5-gal. trfd to Island Street)	240	1.38
4. Layout man (Centre St. Case Cds)	210	1.29
4a Layout man (Island St.)	225	1.33
5. Labourer	151	1.19
6. Helper	177	1.24
6a. Helper (5 gal.-Shipping)	182	1.24
7. Elevator operator	173	1.24
8. Lift Truck Oper. (Centre & Workman)	206	1.29
8a Lift Truck Oper. (Island St.)	216	1.33
9. Checker (Workman)	189	1.24
10. Checker, 5 gal. (Centre & Island)	204	1.29
10a Checker (Centre St. Stock)	189	1.24
11. Packer (Workman St.)	176	1.24
12. Packer (Centre)	176	1.24
13. Semi-Trailer truck driver	194	1.29
14. TECHNICAL		
1. Washboy	129	\$145. per month plus C.L.A.
2. Trainees		151 " " " " "
15. VARNISH		
1. Helper filler and blender	160	1.19
2. Cookery 1st class	306	1.52
3. Cooker, 2nd class	274	1.43
4. Cooker, (Alkyd)	260	1.43
5. Thinning man	258	1.38
6. Blender	229	1.33
7. Filler	177	1.24
8. Press man	254	1.38
9. Chargehand (Dehydrol)	232	1.33
10. Operator (")	232	1.33
11. Cold cutter (no job at present)		
12. Helper (thinning)	164	1.19
13. Helper (cold cut)	165	1.19
14. Skilled helper (Alkyd)	192	1.24
15. Press man helper	171	1.24
16. Helper (Dehydrol)	171	1.24
17. Washboy	129	\$145. per month plus C.L.A.
18. Capper (Youth)		,93
19. Helper cooker	97	1.24
20. Labourer	175	1.19
21. Label & Packing Chargehand	162	1.38
22. Filling & Shipping Chargehand	246	1.48
23. Helper	294	1.19
	150	

16. INCAPACITATED EMPLOYEES

It is recognized that employees who become, or who are already, incapacitated, will, as far as it is possible, be employed by the Company at a rate to be mutually agreed upon by the parties to this agreement.

17. TECHNICAL WASHBOYS AND TRAINEES

With reference to hours of work, overtime, and other general working conditions, the washboys and trainees will comply with the rules and regulations established for the Technical personnel. They will also benefit from all privileges granted to the Technical Department.

It is understood that such employees have the right to avail themselves of the Grievance Procedure as outlined in our Labour Agreement.

1951 AMENDMENTS TO THE LABOUR AGREEMENT
BETWEEN THE SHERWIN-WILLIAMS CO. OF CANADA LTD.
AND THE INTERNATIONAL CHEMICAL WORKERS' UNION, LOCAL 240

On January 12th. 1951. representatives of the Sherwin-Williams Co, of Canada Ltd. and the International Chemical Workers' Union, Local 240, agreed to renew their 1950 Contract with the following changes:

ARTICLE 4 - In the first paragraph, third line, change \$2.00 to \$2.50.

In the second paragraph, third line, change .75 to \$1.00.

ARTICLE 6 - To be amended to read as follows:

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

Also should any employee feel that he has been unjustly dealt with in the application of the provisions of this agreement, the grievance procedure mentioned hereinafter shall be followed.

- (a) The employee shall take up his grievance directly with the foreman of his department, except when the employee believes that he cannot properly express or explain his difficulties to his foreman in which case he shall report the matter to the steward selected to represent his department who, together with the employee, or alone if the employee so desires, shall take up the matter with the foreman. If the foreman feels that the presence of the employee concerned is desirable or necessary to clarify the issue, he has the right to ask that the employee be called in.

Should a decision be reached without the presence of the employee concerned, he shall be advised immediately of the decision arrived at.

- (b) If the grievance is not adjusted by the foreman within forty-eight hours after the grievance has been submitted to him under the provisions of paragraph (a), the matter shall be taken up with the department superintendent.
- (c) No change.
- (d) No change.
- (e) On the seventh line, after "Local Union," include the following:

"Which may include the President of the International Union or his appointed representative."

1177E

ARTICLE 6 - GRIEVANCE PROCEDURE CONT'D.

(f) (g) (h) - Delete and replace with the following:

- (f) All settlement of grievances between the Company and the Committee shall be final and binding upon the Company, the Committee, employee or employees concerned and the Union.

In the event of failure to reach a settlement the matter shall be referred to the Conciliation Service of the Province of Quebec within seven (7) days. If, at Conciliation, agreement is reached between the Union and Management, it shall be binding upon both parties.

- (g) If the Conciliation Service fails to bring about agreement between Union and Management, the matter shall be referred to a Board of Arbitration which shall consist of one nominee of the Company, one nominee of the Union and a third person who shall act as chairman, appointed on the joint recommendation of the two nominees. The nominees shall be named within three days and the chairman shall be appointed within seven days.

In the event that the nominees fail to agree upon a chairman a request for nomination of a chairman shall be forwarded to the Department of Labour.

It is agreed that the decision rendered by the Arbitration Board shall be final and binding upon the Company and the Union.

(i) (j) (k) (l) - No change.

ARTICLE 10 - Delete (a) and replace with the following:

- (a) The normal work week, except in those departments specifically mentioned below, will be forty-five (45) hours, consisting of nine (9) hours per day from Monday to Friday. However, it is understood that there may be times when employees will be requested to work on Saturdays.

The normal working hours on the day shift shall be set between 7.00 A.M. and 6.00 P.M.

The Company shall make every effort to keep in force the hours of work as set forth in the Agreement.

- (cc) After (c), add the following new paragraph:

DAY SHIFT PREMIUM

If an employee is required to start his day shift before 7.00 A.M. he will be paid eight cents (\$.08) per hour premium for every hour worked before 7.00 A.M.

- (f) Change five cents (.05) to eight cents (.08) perhour.

ARTICLE 13 - (e) Change 15 days' notice to 30 days'notice.

ARTICLE 18 - Delete the second paragraph entitled "Job Evaluation" and replace it with the following:

JOB EVALUATION

It is agreed that the job evaluation plan will be administered by a joint job evaluation committee consisting of two representatives from the Union, two from Management and one chairman from the Factory Personnel Department, the chairman to have no vote, This Committee will be responsible for revising any of the classifications and rates and should such revisions not be acceptable to either party, the grievance procedure as per Article 6, paragraph (e), shall be followed.

If the grievance is not settled to the mutual satisfaction of the conferring parties, an impartial adviser in the field of industrial engineering shall be appointed on the joint recommendation of the Company and the Union.

In the event of failure to reach a settlement the matter shall be referred to the Conciliation Service as per Article 6, para. (f).

Due to special circumstances that have arisen in connection with job evaluation for the female jobs it has been agreed by both parties that a special review of their jobs will be made by this Committee as soon as possible.

ARTICLE 19 - Duration of Agreement - delete and replace with the following:

This agreement shall become effective as of January 1st, 1951. and shall remain in effect until the 31st of December, 1951. and hereafter shall be automatically renewed from year to year unless, in any year between November 1st and December 1st, either party shall furnish the other with notice of termination of, or proposed revision of, or addition to, any provision hereof.

In such event, negotiation on any such proposal revision or addition to, shall take place between the parties within thirty days of such notice and in such case, the present agreement shall remain in force until the new agreement is duly signed.

Duly signed by the authorized parties on February 6th 1951.

INTERNATIONAL CHEMICAL WORKERS UNION, LOCAL 240

<u>R. LIVESQUE</u>	;	INTERNATIONAL REPRESENTATIVE
<u>ILLISBLE</u>	,	PRESIDENT
<u>R COFEIL</u>	,	RECORDING SECRETARY

SHERWIN-WILLIAMS COMPANY OF CANADA LIMITED

<u>C M SKINNER</u>	,	GENERAL SUPERINTENDENT
<u>E N GAUTHIER</u>	,	ASS'T GENERAL SUPERINTENDENT
<u>G IALY</u>	,	SUPT. OF OPERATIONS
<u>ILLISBLE</u>	,	SUPT. OF FACTORY PERSONNEL

SCHEDULE "A"

Date19.....

TO: The Sherwin Williams Company
of Canada Limited

You are hereby authorized and requested to deduct
from my wages, the sum of two dollars and fifty cents (\$2.50)
for Union initiation fees and also to make a semi-monthly
deduction of one dollar (\$1.00) for the months following, from
my wages until December 31st, 1951, and remit the amount so
deducted to the Financial Secretary of the International
Chemical Workers' Union, Local 240.

Signature

Clock No

Witness

EFFECTIVE
JAN 1st, 1951

Probationary period:
3 Mos.

DEPARTMENTAL JOB EVALUATION (1) Factors
(2) Rates
Male Hiring Rate: .97
Female " " : .76

Page 1.

<u>DEPARTMENT</u>	<u>JOB</u>	<u>Total</u>	<u>Rate</u>
1. Chem. Lab.	1. Washboy	129	
2. Cooper Shop	1. Cooper	212.	1.09
	2 Inspector	207	1.09
	3. Drum Washer	186	1.05
	4. Drum Painter	174	1.05
3. D.C.W.	1. Chargehand	309	1.29
	2. Striker 1st, Cl.	355	1.37
	3, " 2nd. "	308	1.29
	4. Cooper	216	1.13
	5. Millman 1st, Cl.	294	1.25
	6, Millman 2nd. Cl.	225	1.13
	7. Pressman 1st, Cl.	250	1.17
	8. Pressman 2nd. Cl.	227	1.13
	9. Kilman	262	1.21
	10. Helpers	189	1.05
	11. Labourers	172	1.05

JAN. 1st, 1951

FACTORS

Page 2.

DEPARTMENT

JOB

TOTAL

RATE

3. Dry Color Works 12. Elevator Man

162

1.01

13. Checker, Rec.

194

1.09

14. " Shpg.

194

1.09

15. " Stock.

212

1.09

16. Washboy (Yth)

129

4. Insecticides

1. Blender

229

1.13

2. Mch. Oper, 1st.
Cl. Female.

154

3. Mch Oper, 1st.
Cl. Male.

174

1.05

4. Mch. Oper. 2nd.
Cl. Female

147

5. Helper general
Male.

174

1.05

7. General Worker
Female

132

6. Labourer

159

1.01

	<u>FACTORS</u>	<u>TOTAL</u>	<u>RATE</u>
4. Janitors	1. Chargehand	194	1.09
	2. Male	152	1.01
	3. Female	107	
6. Kem Tone	1. Chargehand	293	1.25
	2. Shader 1st. Class	306	1.29
	3. Operator	221	1.13
	4.		
	5. Washboy (Youth)	129	
	Recommended shader 2nd Class be classified for Kem Tone		
7. Lacquer	1. Shader 1st. Class	320	1.29
	2. Chargehand	348	1.37
	3. Mixers	235	1.13
	4. Millman	230	1.13
	5. Fillers	197	1.09
	6. Checker	206	1.09
	7. Helpers	190	1.05
	8. Labourer	169	1.01

JAN 1st, 1951

<u>DEPARTMENT</u>	<u>JOB</u>	<u>FACTORS</u>	<u>TOTAL</u>	<u>Page 4.</u> <u>RATE</u>
7. Lacquer	9. Shader 2nd. Class		269	1.21
	10. Washboy Youth		129	
	11. Viscosity Boy		137	
8. L.O.M.	1. Maintenance Man		314	1.29
	2. Chargehand		274	1.21
	3. Soap Makers		219	1.13
	4. Filter Oper.		209	1.09
	5. Oil Fillers		204	1.09
	6. Seed Roll & Driers Att'd		194	1.09
	7. Labourers		169	1.01
	8. Oil Refiners		210	1.09
	9. Filter Pressman		174	1.05
	10. Drum Painter		174	1.05
	11. Expeller Man		194	1.09
	12. Meal Packer		171	1.05
	13. Seed Cleaner		194	1.09
	14. Wash Boy		129	
	15. Filler (2nd Class(Female		129	

JAN. 1st, 1951

Page 5.

<u>DEPARTMENT</u>	<u>JOB</u>	<u>FACTORS</u>	<u>TOTAL</u>	<u>RATE</u>
9. Mechanical	1. Machinist		364	1.37
	2. Electrician		364	1.37
	3. Stat. Eng. 2nd Class		357	1.37
	4. Millwright		361	1.37
	5. Mechanics		331	1.33
	6. Carpenter		304	1.29
	7. Steamfitter		339	1.33
	8. Oiler		175	1.05
	9. Helper		167	1.01
	10 4th Cl. Eng.		274	1.21
	11. Stat, Engineer 3rd. Class		317	1.29
	12 Storeman		201	1.09
	13. Job order clerk (not classified)			
	14. Blacksmith		300	1.25
	15. Painter Mtee.		239	1.17
	16. Painter (ChgHand)			

JAN. 1st, 1951

Page 6.

DEPARTMENT

JOB

FACTORS

TOTAL

RATE

10. Pl & A.

1. Chargehand Fem.

212

2. " Male
(Press.)

259

1.21

3. Machine Oper.
Press Female

170

4. Labourer

162

1.01

5. Tablehand (f)
Stat. & Bindery

116

6. Job Discontinued (Facker)

7. Mach. Oper
(Sample) Female

147

8. Mach. Oper, Coater
(F. & Y.)

146

9. Tinter Understudy

188

1.05

11. Paint Works

1. Chargehand
(mixing)

293

1.25

2. Shader (1st.
Class)

310

1.29

3. Shader (2nd,
Class)

259

1.21

4. Milldresser

252

1.17

5. Millman 1st. Cl. 5 Roll

291

1.25

JAN. 1st 1951.

Page 7.

<u>DEPARTMENT</u>	<u>JOB</u>	<u>FACTORS</u>	<u>TOTAL</u>	<u>RATE</u>	
11. Psint Works	7. Millman2nd. Cl. (3R)		252	1.17	
	8. Mixers		252	1.17	
	9. Viscosity Man		208	1.09	
	10. Tank Washer. See Finishing.				
	11. Helpers		192	1.05	
	12. Thin-down Man		254	1.17	
	19. Millman 2nd. Cl. (Stone)		206	1.09	
	11A. Paint Works Finishing)	1. Chargehand		267	1.21
		2. Filler 1st. Cl. (Male)		198	1.09
		3. Filler 2nd. Cl. (Male)		182	1.05
4. Filler 1st. Cl. (Female)			168		
5. Maintenance Man			240	1.17	
6. Carton Sealing Machine Oper. (M)			179	1.05	

JAN. 1st, 1951.

<u>DEPARTMENT</u>	<u>JOB</u>	<u>TOTAL</u>	<u>RATE</u>
11A. Paint Works Finishing	7. Tank Washer	179	1.05
	8. Filler 2nd Cl. Female	149	
	9. Labourer (M)	159	1.01
	10 Stenciller (Male)	152	1.01
	11. Stpg. Mach. Oper. Male.	140	.97
	{Female)		
	12. Labelling Mach. Oper. (Female)	129	
	13. General Helper (Female)	124	
	15. No classification at present (Beginner)		
	16. Filler 2nd. Cl. A lum. Same as Job. 8.		
	17. Kem-Tone Finisher Male.	177	1.05
	18. Kem-Tone Fin. Female	156	

JAN. 1st, 1951.

Page 9.

<u>DEPARTMENT</u>	<u>JOB</u>	<u>FACTORS</u>	<u>TOTAL</u>	<u>RATE</u>
12. Receiving	1. Chargehand		257	1.17
	2. Elevator Oper.		212	1.09
	3. Warehouseman		212	1.09
	4. Lift Truck Oper		215	1.13
	4 ^A " " " Mill St.		199	1.09
	5. Tractor Oper.		208	1.09
	6. Pumpman		215	1.13
	7. Helper Gen.		192	1.05
	8. Layerout Man.		203	1.09
	9. Packer (Eliminated)			
	10. Labourer		162	1.01
11. Checker		185	1.05	
13. Finished Stock Dept.	1. Layout Man Wkms.		210	1.09
	2. Chargehand		268	1.21
	3. Layout Man 5 Gal. trfd to Island St.		240	1.17
	4. Layout Man Centre St. Case Goods		210	1.09
	5. Layout Man Island St.		225	1.13

JAN. 1st, 1951.

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<u>DEPARTMENT</u>	<u>JOB</u>	<u>FACTORS</u>	<u>TOTAL</u>	<u>RATE</u>
13. Finished Stock Dept.	5. Labourer		159	1.01
	6. Helper		177	1.05
	6A Helper 5 gal. Shipping		182	1.05
	7. Elev. Oper.		173	1.05
	8. Lift Truck Oper. (Gen & Wknn.)		206	1.09
	8A Lift Truck Oper. Island St.		216	1.13
	9. Checker Wknn.		189	1.05
	10. " 5 Gal. Centre & Island		204	1.09
	10A . Checker Centre St, Stock		189	1.05
	11. Packer Workman St.		176	1.05
	12. Packer Centre		176	1.05
	13. Truck Driver		232	
14. Technical	1. Washboy		129	

JAN. 1st, 1951.

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DEPARTMENT

JOB

FACTORS

TOTAL

RATE

15. Varnish

1. Helper Filler & Blender	160	1.01
2. Cooker 1st, Cl.	306	1.29
3. Cooker 2nd, Cl.	274	1.21
4. Cooker (Alkyd)	260	1.21
5. Thinning Man	258	1.17
6. Blender	229	1.13
7. Filler	177	1.05
8. Pressmen	254	1.17
9. Chargehand (Dehy)	232	1.13
10. Operator (Dehy)	232	1.13
11. Cold Cutter. No job at present		
12. Helper (Thinning)	164	1.01
13. Helper Cold Out	165	1.01
14. Skilled Helper (Alkyd)	192	1.05
15. Pressman Helper	171	1.05
16. Helper (Dehy)	171	1.05

JAN. 1st, 1951.

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<u>DEPARTMENT</u>	<u>JOB</u>	<u>FACTORS</u>	<u>TOTAL</u>	<u>RATE</u>
15. Varnish	17. Washboy (Youth)		129	
	18. Capper (Youth)		97	
	19. Helper Cooker		175	1.05
	20. Labourer		162	1.01
Chargehand	21. Label & Packing		246	1.17
Chargehand	22. Filling & Shpg.		294	1.25
	23. Helper		150	1.01
16.	1. Incapacitated Employees			

It is recognized that employees who become or who are already incapacitated, will, as far as it is possible, be employed by the Company at a rate to be mutually agreed upon by the parties to this agreement.

1950 LABOUR AGREEMENT.
 BETWEEN
 THE SHERWIN-WILLIAMS COMPANY
 OF CANADA LIMITED.
 AND
THE INTERNATIONAL CHEMICAL WORKERS UNION, LOCAL 240.

On February 15th 1950 The Sherwin-Williams Company of Canada Limited and the International Chemical Workers Union agreed to renew their 1949 Contract with the following changes:-

Article 6. Para- (L) to be replaced with the following:

Wherever a time limit is established in this article, it will be considered exclusive of Saturdays, Sundays and our recognized statutory holidays.

ARTICLE 8. Para (aa) The following to be added to this article after paragraph (a):-

An employee promoted to a higher classification will be paid the rate for his previous job for a probationary period of thirty (30) working days. At the end of this time, the employee will be paid the rate for the new job. The promotion will be considered a permanent transfer only at the end of the required training period established according to the Job Evaluation Plan.

Para (aaa)

When an employee is transferred permanently to a lower job, the reduction in rate will take place at the completion of the current work week.

ARTICLE 9. Para (a) To be deleted and replaced with the following:

Seniority shall become effective only after an employee has been employed as a full time worker for a period of three calendar months.

Dismissal of an employee during this period shall not be subject to question by the Union.

Para (b) to be deleted and replaced with the following:
 Seniority shall be established and applied on the following departmental basis:-

- (1) PAINT WORKS
- (2) Kem Tone.
- (3) LACQUER
- (4) COOPER SHOP
- (5) Receiving
- (6) Linseed oil Mill
- (7) Varnish and dehydrol
- (8) Dry Color works & insecticides
- (9) Shipping and warehouses
- (10) P. & A. and stationery
- (11) Janitors.
- (12) Mechanical.

19/1177^a

(d) Laid-off employees will not be entitled to any statutory holidays that may occur while they are laid off. They will therefore not be paid for same.

ARTICLE 12. The following to be added to this article after paragraph (g)

(h) If it becomes necessary to lay off employees the following procedure will take place:

1st Classification- Employees with one to three years' service.

Such employees will be paid at the time they are laid off, one twelfth of their weekly earnings for each month worked during the current vacation year.

2nd Classification - Employees with three to ten year's service.

Such employees will be paid, at the time they are laid off, two twelfths of their weekly earnings for each month worked, during the current vacation year,

3rd Classification- Employees with ten to twenty-five years' service

Such employee will not be paid any vacation pay at the time they are laid off. Instead they will receive their full two week's pay at the vacation period.

4th Classification - Employees with twenty-five years' service or more

Such employees will not be paid any vacation pay at the time they are laid off. Instead they will receive their full three weeks' pay at the vacation period.

(i) Such lay-offs will affect the employees' vacation for that particular year only in accordance with Article 9 (d)

ARTICLE 17. Delete and replace with the following.

The rates of pay for each classification as per Schedule "C" have been established on the basis of the Job Evaluation plan.

It is agreed that the Job Evaluation plan will be administered by a joint Job Evaluation Committee consisting of two representatives from the Union, two from Management and one chairman from the Factory Personnel Department, the chairman to have no vote. This Committee will be responsible for revising any of the classifications and rates and should such revisions not be acceptable to either party they will be subject to the grievance procedure under Article 6, paragraph (e)

The Committee will be nominated for the duration of the Agreement.

ARTICLE 6. Para (e) Delete and replace with the following.

If the grievance is not mutually settled as under the procedure of paragraph (d) hereof, the grievance shall be discussed within 96 hours at a meeting between representatives designated by the President or Vice-President of the Company and representatives designated by the Executive of the Local Union. If the grievance is mutually settled, a memorandum stating the terms of such settlement shall be signed by the duly authorized representatives of the Company and the International Chemical Workers Union.-

ARTICLE 18.

DURATION OF AGREEMENT.

Our 1949 Agreement is automatically renewed except for the attached amendments which shall become effective as of January 1st, 1950 and the whole shall remain in effect until the 31st Of December 1950 and hereafter shall be automatically renewed from year to year unless, in any years between November and December 1st, either party shall furnish the other with notice of termination of, or proposed revision of, or addition to, any provision hereof.

In such event, negotiation on any such proposal, revision or addition to shall take place between the parties within thirty days of such notice, and in such case, the present Agreement shall remain in force until the new Agreement is duly signed.

The above amendments are retroactive to January 1st, 1950 and shall remain in force until December 31st, 1950.

Duly signed by the authorized parties on the twenty-second day of February 1950.

INTERNATIONAL CHEMICAL WORKERS UNION
LOCAL 240.

W. Middleton.
LUCIEN JAMESON.

THE SHERWIN-WILLIAMS COMPANY OF CANADA LIMITED.

C.M. Skinner.
E.P. Lanthier.
G.L. Daly.
Unreadable signature.-

77

BETWEEN
THE SHERWIN-WILLIAMS COMPANY
AND
INTERNATIONAL CHEMICAL WORKERS UNION, LOCAL, 240

On the 20th of January, The Sherwin-Williams Co. Ltd. and the International Chemical Workers Union agreed to renew their 1948 Contract for another year without making any changes except for the wage clause under Article I7, "Rates of Pay".

Under this clause we have agreed to increase all classification rates mentioned in Schedule "C" by ten cents (.10) per hour.

INT'L CHEMICAL WORKERS UNION

SHERWIN-WILLIAMS COMPANY LIMITED

O. VINETTE
President

G.M. SKINNER
General Superintendent

LUCIEN JAMIESON
Recording Secretary

G.P. LANTHIER
Ass't General Superintendent

W. STIRRUP
Int'l Organizer

G.L. DALY
Supt. of Operations

W.M. EDMISTON
Canadian Director

Supt. Factory Personnel.

Note: Due to the fact that there is only one change in our labour agreement it will not be reprinted for the year 1949. Therefore, please put this sheet in your present book for reference purposes.

Montreal, January 26th, 1949.

19/1177e

BETWEEN
THE SHERWIN-WILLIAMS COMPANY
AND
INTERNATIONAL CHEMICAL WORKERS UNION, LOCAL. 240

On the 20th of January, The Sherwin-Williams
Co. Ltd. and the International Chemical Workers Union agreed to renew their
1948 Contract for another year without making any changes except for the
wage clause under Article 17, "Rates of Pay".

Under this clause we have agreed to increase all
classification rates mentioned in Schedule "C" by ten cents (.10) per
hour.

INT'L CHEMICAL WORKERS UNION

SHERWIN-WILLIAMS COMPANY LIMITED

O. VINETTE
President

C.M. SKINNER
General Superintendent

LUCIEN JAMIESON
Recording Secretary

G.P. LANTHIER
Ass't General Superintendent

W. STIRRUP
Int'l Organizer

G.L. DALY
Supt. of Operations

W.M. EDMISTON
Canadian Director

Supt. Factory Personnel.

Note: Due to the fact that there is only one change in our labour agreement
it will not be reprinted for the year 1949. Therefore, please put this
sheet in your present book for reference purposes.

Montreal, January 26th, 1949.

19/1177c

AGREEMENT BETWEEN
INTERNATIONAL CHEMICAL WORKERS UNION, LOCAL
240
AND
THE SHERWIN-WILLIAMS COMPANY OF CANADA, LIMITED.

19/
No. 1177

MEMORANDUM OF COLLECTIVE AGREEMENT

BETWEEN

THE SHEWEN-WILLIAMS COMPANY OF CANADA, LIMITED.
a body politic and corporate having its head office and
principal place of business in the City of Montreal,
Province of Quebec,

(Hereinafter called the Company)

AND INTERNATIONAL CHEMICAL WORKERS UNION, A.F. of L. and its
Local 240, Montreal, an association of employees having
its office in the City of Montreal, Province of Quebec

(Hereinafter called the Union)

ENTERED INTO

In respect only to following designated plants of the Company
located in the City of Montreal:

Entire Plant at 2875 Centre Street

Varnish Plant at Atwater Ave. and St. Patrick St.

Dry Color and Insecticide Works at 1957 Hunter St.

New Warehouse at Workman and Rose Delima Streets.

ARTICLE 1.- Purpose

Purpose

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

ARTICLE 2.- Term "Employees"

Term
"Employees"

The term "employees" as mentioned in this agreement refers to, and
includes, all men and women working for the Company on production or
maintenance work in the plant, other than and excluding foremen,
Office and Technical Staff, Shipping and Receiving Clerks, Security
Guards, or any other person having power to hire or discharge. It
is understood that washboys are not included in Technical Staff.

Recognition.

ARTICLE 3. - Recognition

- A. The Company recognizes the Union during the term of this Agreement as the sole and exclusive bargaining agent for all its employees, as the term is defined in Article 2, in collective bargaining with relation to wages, hours of work, seniority, grievance procedure and such other working conditions as are included in this agreement.
- B. An employee shall be free to join or not to join the Union. There shall be no discrimination, intimidation, interference, restraint, coercion, or attempted coercion by or on behalf of the Company or by or on behalf of the Union, its members or its agents with respect to any employee because of membership or non-membership in the Union.
- C. No person shall conduct Union activities at the said Works during working hours except as specifically permitted in this Agreement.

Collection
of
Dues

ARTICLE 4 - Collection of Dues

On the written authorization of an employee, the Company shall deduct from his wages the sum of 75 cents semi-monthly for Union Dues and will remit to the financial secretary of the Union the full amount so collected before the 15th of the following month, accompanied by a list of the names of the employees from whom such dues have been collected. Such authorization, as per Schedule "A" in the appendix, on having been made shall be irrevocable for a period of 12 months from the date of the signing of this Agreement.

If an employee's dues are, for any reason, not taken off his pay at the regular time of deduction, then the amount due shall be deducted at the next regular deduction time.

Stewards
and
Grievance
Committee.

ARTICLE 5 - Representation

- A. The Union will elect or appoint Departmental Stewards, not to exceed ten (10) in number and supply the Company with a list of same who will then be recognized by the Company. The Union also agrees to supply a list of its recognized Local Union Officials.
- B. The Union will set up a Grievance Committee not exceeding four (4) in number, at least three of whom will be chosen from the Stewards, to handle any grievance arising out of the operations of the Agreement, and shall supply the Company with the names of said members. The Steward to whose care the settlement of a grievance has been originally entrusted may sit on the Committee if and when said grievance is handled by the Grievance Committee, if he is not already a member.
- C. All Stewards and members of the Grievance Committee shall be employees of the Company and on the seniority list.

CONT'D.

ARTICLE 5 - Representation (Cont'd)

Stewards
and
Grievance
Committee.

- D. It is understood that a Steward or a member of the Grievance Committee shall, after consultation with his foreman, be permitted during his working hours and without loss of time or pay. to leave his regular duties for a reasonable length of time in order to investigate and settle grievances in his jurisdiction.

ARTICLE 6 - Grievance Procedure

Grievance
Procedure.

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

- A. The employee shall take up his grievance directly with the foreman of his department, except when the employee believes that he cannot properly express or explain his difficulties to his foreman.
- B. If the grievance is not adjusted by the foreman within forty-eight hours after the grievance has been submitted to him under the provisions of paragraph A or if the employee believes that he cannot properly express or explain his difficulties to the foreman, the employee shall report the matter to the steward selected to represent his department, who, together with the employee shall take up the matter with the foreman.
- C. If a settlement is not reached within a reasonable time (48 hours), the Steward shall either alone or accompanied by a member of the Grievance Committee, take the matter to the Superintendent of Operations and shall, at the same time present a written summary of the grievance.
- D. If a settlement is not reached within a reasonable time (96 hours) under the procedure of paragraph C. hereof, the steward shall submit the grievance in writing to the Union Grievance Committee with a copy to the Company. The Union Grievance Committee may then discuss it with the Company at a time to be agreed upon.
- E. If the grievance is not mutually settled as under the procedure of paragraph D hereof, the grievance shall be discussed within 96 hours at a meeting between representatives designated by the President or Vice-President of the Company and representatives designated by the President of the International Chemical Workers union. If the Grievance is mutually settled, a memorandum stating the terms of such settlement shall be signed by the duly authorized representatives of the Company and the International Chemical Workers Union.

CONT'D

ARTICLE 6 - Grievance Procedure (Cont'd)

Grievance
Procedure.

F. All settlement of grievances between the Company and the Committee shall be final and binding upon the Company, the Committee, employee, or employees concerned, and the Union. In the event of failure to reach a settlement, the matter shall be referred to arbitration within seven days. The Board of Arbitration shall be composed of one nominee of the Company; one nominee of the Union; and a third person who shall act as chairman, appointed on the joint recommendation of the two nominees. The nominees shall be named within three days and the Chairman shall be appointed within seven days.

G. In the event of failure to agree upon a chairman resort shall be had to the machinery of the Labor laws concerning the matter.

H. It is agreed that the decision rendered upon the arbitration or conciliation shall be final and binding upon the Company and on the Union.

Grievance
Committee

I. Specific times for meetings shall be agreed upon by the Committee and the Management of the Company for the consideration of any dispute or other matters to be dealt with under the foregoing provisions of this section, provided, however, that matters pertaining to the discharge of employees or other matters which cannot reasonably be delayed until the time of such regular meeting shall be considered within forty-eight hours. Matters to be dealt with under the provisions of this section shall normally be discussed during working hours provided, however, that lengthy negotiations for the settlement of any dispute shall be discussed outside of working hours.

No Strikes
or
Lockouts.

J. During the term of this agreement, the Company agrees that there shall be no lockout and the Union agrees that there shall be no slow-down, strike or other complete or partial stoppage of work by its members until all the provisions of this agreement have been exhausted. The Union further agrees that there shall be no strike or other complete or partial stoppage of work by its members until all the provisions of this agreement have been exhausted. The Union further agrees that there shall be no strike, slow-down, or other stoppage of work even then unless authorized in writing by the senior officers of the Union and also by an official representative of the International Chemical Workers Union, and a copy of such authorization has been delivered to the Company.

K. Any employee who engages in a strike, slow-down or stoppage of work before fully complying with the provisions of this section or other recourses provided by law, shall be subject to disciplinary measures both by the Company and by the Union and the Company shall have the right to dismiss him.

L. Wherever a time limit is established, such time limit shall be deemed to be exclusive of Sundays and legal holidays.

CONT'D

ARTICLE 6 - Grievance Procedure (Cont'd)

Grievance
Procedure.

- F. All settlement of grievances between the Company and the Committee shall be final and binding upon the Company, the Committee, employee, or employees concerned, and the Union. In the event of failure to reach a settlement, the matter shall be referred to arbitration within seven days. The Board of Arbitration shall be composed of one nominee of the Company; one nominee of the Union; and a third person who shall act as chairman, appointed on the joint recommendation of the two nominees. The nominees shall be named within three days and the Chairman shall be appointed within seven days.
- G. In the event of failure to agree upon a chairman resort shall be had to the machinery of the Labor laws concerning the matter.
- H. It is agreed that the decision rendered upon the arbitration or conciliation shall be final and binding upon the Company and on the Union.

Grievance
Committee
and
Management

- I. Specific times for meetings shall be agreed upon by the Committee and the Management of the Company for the consideration of any dispute or other matters to be dealt with under the foregoing provisions of this section, provided, however, that matters pertaining to the discharge of employees or other matters which cannot reasonably be delayed until the time of such regular meeting shall be considered within forty-eight hours. Matters to be dealt with under the provisions of this section shall normally be discussed during working hours provided, however, that lengthy negotiations for the settlement of any dispute shall be discussed outside of working hours.

No Strikes
or
Lockouts.

- J. During the term of this agreement, the Company agrees that there shall be no lockout and the Union agrees that there shall be no slow-down, strike or other complete or partial stoppage of work by its members until all the provisions of this agreement have been exhausted. The Union further agrees that there shall be no strike, slow-down, or other stoppage of work even then unless authorized in writing by the senior officers of the Union and also by an official representative of the International Chemical Workers Union, and a copy of such authorization has been delivered to the Company.
- K. Any employee who engages in a strike, slow-down or stoppage of work before fully complying with the provisions of this section or other recourses provided by law, shall be subject to disciplinary measures both by the Company and the Union, and the Company shall have the right to dismiss him.
- L. Wherever a time limit is established, such time limit shall be deemed to be exclusive of Sundays and legal holidays.

ARTICLE 7 - Management

Reservation
of
Management
Rights

- A. Without limiting any other pre-existing rights of the Company and subject to the Grievance Procedure herein provided, the Management of the Plant and the direction of the employees, including the right to hire, promote, demote, transfer, suspend or discharge for proper causes and the right to relieve employees from duty because of lack of work or for other legitimate reasons is vested exclusively in the Company in accordance with the terms of this Agreement.
- B. The Company also reserves the right to change the nature of the work, either on a temporary or a permanent basis, at any time and with reasonable notice to the Chairman of the Grievance Committee according to the circumstances. Any such action which results in individual injustice in the opinion of the Union shall be considered a discussible grievance.
- C. In the case of an employee dismissed for cause the Company shall give such cause in writing within a period of twenty-four hours to the Chairmen of the Grievance Committee.
- D. The term "for cause" in the preceding sentence does not include lay-offs due to lack of work in a certain department.
- E. Any employee who feels that he has been unjustly dismissed, laid off, or suspended must inform the Company and the Union in writing within forty-eight hours that he questions said dismissal, suspension or lay-off, and the matter shall from then on be dealt with as a grievance and, if the employee is found to have been unjustly dismissed and, in turn re-instated, he shall then be paid as if he had not been dismissed.

ARTICLE 8- Transfers

Transfer
of
Employees

- A. An employee required temporarily to fill another job paying a higher rate of pay, for more than two days consecutively shall receive the higher rate of pay; if required temporarily to fill a job paying a lower rate of pay, he shall receive his regular rate of pay for his permanent classification. In case one of the departments of the Company stops production temporarily for lack of materials, or for some other reason out of its control, the Company will have the right, at its option, to offer to the employees of the said department who normally would be laid off, temporary work in some other occupational classification having a lower or higher rate of pay and to pay them the regular rate of pay for such classification.
- B. When an employee is transferred permanently to another job, he shall be paid at the rate of the new job.
- C. When an employee is assigned to any job other than that on which he is presently engaged he shall be told whether it is a temporary assignment or whether it is permanent.

ARTICLE 9 - Seniority

Seniority

- A. Seniority shall become effective only after an employee has been employed as a full time worker and has worked a total of **sixty** days.

The first thirty days is to be considered as a probationary period during which employees will be on trial and on a purely temporary basis; the dismissal of an employee during the said period shall not be subject to question by the Union.

Days absent from work shall not be included in the total number of days worked.

- B. Seniority shall be established and applied on a departmental basis and under this article the following major departments will be recognized:-

1. Paint, Lacquer, Receiving and Cooperage Departments.
2. Linseed Oil Mill
3. Varnish Works
4. Dry Color and Insecticide Works
5. Packing and Shipping Departments
6. Mechanical Department

- C. A copy of the Seniority Lists shall be supplied to the Secretary of the Union and other copies posted annually in the respective departments for a period of seven days during which time the Department Stewards may make representations regarding the correctness of the lists.

The Company agrees to alter the Seniority Lists from time to time and to correct any errors therein whenever evidence of error is submitted by the Union or any employee. No change shall be made in the seniority status of an employee without consultation with the Union.

- D. An employee's seniority rating shall be terminated when he quits or is discharged and the discharge is not reversed through the grievance machinery procedure. It shall also be terminated if he is laid off for a period of more than **six** months or is absent for more than six months for any reason other than illness or approved leave of absence.
- E. Vacancies occurring in a department will be posted on its bulletin board so that employees may make application for a position to be filled.

In filling vacancies and in making promotions, the Company will consider the following factors and where B and C are relatively equal seniority shall govern.

- A. Seniority
- B. Ability and efficiency
- C. Physical fitness

The Company shall be the sole judge in determining an employee's ability and efficiency.

Cont'd

ARTICLE 9 Seniority (cont'd)

- F. An employee transferred from one department to another shall not lose the seniority accumulated during his service with the Company. In the event of a reduction in the number of employees in the department to which he has been transferred he shall be placed in his old department with no loss of his seniority accumulated during his service with the Company.
- G. In staff reductions and re-employment the principle of departmental seniority shall prevail and employees last on the Seniority Lists shall be laid off first and re-employed in the reverse order to which they are laid off, subject to their having the ability and physical fitness to fill the positions, to be filled. Notices of opportunities for re-employment are to be mailed to the last recorded address of the laid-off employee, whereupon such employee is required to report by telephome or in person within forty-eight hours from the time the notice is mailed or lose his claim to the job under consideration.
- H. In the event, however, that there may be a temporary shortage of work in any department, the Company agrees to discuss with the Union Negotiating Committee the question wheter it will be preferable to reduce the prevailing hours of work, or to make temporary lay offs of some of the employees in the dept.
- I. Whenever lay off affects Stewards or other recognized Union Officials (not exceeding the in number, exclusive of the Stewards) the company will retain such employees, notwithstanding their position on the Seniority Lists, so long as there is work which they are qualified and willing to perform.
- J. The Company shall grant leave of absence without pay to Union Officials carrying out their constitutional duties, not exceeding a total of two (2) weeks in any calendar year for any one individual, provided that such leaves of absence do not interfere with Plant production or efficiency and are obtained forty-eight hours in advance from the Department Superintendent. In the event which might necessitate a longer absence than two weeks, the matter will be considered between the Union Negotiating Committee and the Comapny.
- War Veterans Seniority. K. Any honourably discharged veteran who had not been employed by the Company prior to his enlistment and who is given employment by the Company within sixty days of his discharge not having worked elsewhere since his discharge, will be entitled, on his seniority becoming effective, to have this dated back to V.J. day, august 15th, 1945.

(cont'd)

ARTICLE 9 - Seniority (cont'd)

F. An employee transferred from one department to another shall not lose the seniority accumulated during his service with the Company. In the event of a reduction in the number of employees in the department to which he has been transferred he shall be placed in his old department with no loss of his seniority accumulated during his service with the Company.

G. In staff reductions and re-employment the principle of departmental seniority shall^x be laid off first and re-employed in the reverse order to which they are laid off, subject to their having the ability and physical fitness to fill the positions, to be filled. Notices of opportunities for re-employment are to be mailed to the last recorded address of the laid-off employee, whereupon such employee is required to report by telephone or in person within forty-eight hours from the time the notice is mailed or lose his claim to the job under consideration.

x prevail, and employees last on the seniority lists shall

H. In the event, however, that there may be a temporary shortage of work in any department, the Company agrees to discuss with the Union Negotiating Committee the question whether it will be preferable to reduce the prevailing hours of work, or to make temporary lay offs of some of the employees in the dept.

I. Whenever lay off affects Stewards or other recognized Union Officials (not exceeding the in number, exclusive of the Stewards) the Company will retain such employees, notwithstanding their position on the Seniority Lists, so long as there is work which they are qualified and willing to perform.

J. The Company shall grant leave of absence without pay to Union Officials carrying out their constitutional duties, not exceeding a total of two (2) weeks in any calendar year for any one individual, provided that such leaves of absence do not interfere with Plant production or efficiency and are obtained forty-eight hours in advance from the Department Superintendent. In the event of an employee being elected to a permanent position in the Union which might necessitate a longer absence than two weeks, the matter will be considered between the Union Negotiating Committee and the Company.

War Veterans Seniority.

K. Any honourably discharged veteran who had not been employed by the Company prior to his enlistment and who is given employment by the Company within sixty days of his discharge not having worked elsewhere since his discharge, will be entitled, on his seniority becoming effective, to have this dated back to V.J. Day, August 15th, 1945

ARTICLE 10 - Working Conditions (Cont'd)

Linseed Oil
Mill.

- H.
3. Regular daytime work which comprises six days of eight hours Monday to Saturday inclusive, a total of 48 hours per week. Employees engaged in this type of work shall be paid time and a half for any time worked over eight hours per day and also time and a half for Sunday work; and for those holidays specified in Article 11.

Dehydrol
Department.

- I. It is recognized that the type of work in the Dehydrol Department is -
- Continuous process swing shift work which comprises three rotating shifts of eight hours each per day making a 56 hour week. Employees shall be paid time and a half for any time worked over eight hours per day and also time and a half for Sunday work and for those holidays specified in Article 11.

Stationary
Engineers
and Firemen

- J. The work week for Stationary Engineers and Firemen Will be 56 hours, seven shifts of eight hours each. Time and a half shall be paid for any time worked in excess of eight hours per day. Employees in this category will be allowed one day off with pay every month.

Double time shall be paid for New Year's Day, Christmas Day, Dominion Day and Labour Day and time and one half for the other holidays listed in Article 11.

P. & A.
Department.

- K. The work week in the P. & A. Department will be 44 hours, eight hours per day from Monday to Friday and four hours on Saturday. Time and a half shall be paid for any time worked in excess of eight hours per day from Monday to Friday and in excess of 4 hours on Saturday

General.

Working Conditions - General

- L. The normal work week is established for the purpose of computing overtime but this shall not constitute a guarantee by the Company of hours of work per day or per week.
- M. The Company's present policy of distributing overtime work as fairly and impartially as possible will be continued.
- N. When an employee is called in to work overtime and has not had eight (8) hours unbroken free time since the completion of his last regular working period, such employee shall not be required to continue working into the next regular shift except in case of emergency.

ARTICLE 10 - Working Conditions - General (Cont')

General.

- O. Employees called in to work inconsistent with their regular working hours will be paid a minimum of two (2) hours at overtime rates.
- P. Employees required to work more than 2 hours overtime not having been notified the day previously. shall be provided with a suitable lunch.
- Q. No employee will be asked to take time off accumulated in overtime.
- R. An employee reporting for work at his regularly scheduled time, and there being no work in his regular department, shall be entitled to a minimum of four (4) hours pay at not less than his payroll rate, unless previously notified to the contrary orally or by notice on the bulletin board, provided that if requested by the Company, he shall perform a minimum of four (4) hours of such available work as the Company may assign.

This section shall not apply to employees absent on the preceding working day.

- S. Employees shall be in their respective working places ready to begin work at the designated starting time and shall not leave their places of work until the regular hours of work have been completed.

Rest Period.

- T. In all departments, other than the Linseed Oil Mill, a ten minute rest period both morning and afternoon will be granted to all employees.

Wash-up
Periods.

- U. In all departments other than the Color Works, the Linseed Oil Mill and the P. & A., ten minutes Wash-up time will be allowed at noon and ten minutes at quitting time. In the Color Works ten minutes will be allowed at noon and twenty minutes at quitting time. In the P. & A. Department, five minutes wash-up time will be allowed each at noon and at quitting time.

Linseed Oil
Dept, Wash-up
and Rest
Periods.

- V. In the Linseed Oil Mill, on shift work a twenty minute period will be allowed for lunch and a twenty minute wash-up period allowed at quitting time.
On the daytime shift, one ten minute rest period will be allowed, either morning or afternoon, one ten minute period allowed for the noon wash-up and one twenty minute period for wash-up at quitting time.

ARTICLE 11 - Statutory Holidays.

Statutory
Holidays.

The following generally observed holidays are recognized:-

New Year's Day
Good Friday
St. Jean Baptiste
Dominion Day
Labour Day
Thanksgiving day
Christmans Day

- 11 A-Employees will be paid for New Year's Day, Dominion Day, Labour Day and Christmas Day at the rate of 9 hours per day providing they work a full day on the working day succeeding these holidays. An employee who fails to work on such a day will be paid if he can show that his absence occurred with the express consent of his supervisor or was due to illness as attested by a physician's certificate.

ARTICLE 12 - Holidays

Holiday
Policy.

- A. One weeks holiday with pay shall be granted to all employees who have worked continuously for the Company for one year previous to October 1st.
- B. After five years continuous service, the employees shall be granted two weeks holidays with pay.
- C. The Company's present policy of giving a three weeks holiday with pay for employees with twenty-five years continuous service will be continued.
- D. The normal work week in the department in which he is employed will be the basis for pay for an employee's holiday week or weeks.
- E. Holidays are given in that time most convenient to the Company within the period of June 1st to September 30th but employees shall be given at least fifteen days' notice in advance.
- F. Employees with greatest seniority in each department will be given first preference.
- G. The Company may declare a general holiday period in any year and after discussions of the subject with the Grievance Committee, designate such period as the time during which all employees shall take the vacations or part thereof to which they are entitled.

ARTICLE 13 - Group Insurance

Group
Insurance.

The Company agrees to discuss with the Union beforehand, any change it may intend to introduce regarding insurance plan.

All employees shall be free to join the group insurance.

ARTICLE 14. Bulletin Board

Bulletin
Board

The Company agrees to the use of the various bulletin boards for the posting of Union notices, such notices to be submitted to the Management for approval and to be posted by them.

ARTICLE 15- Labor Management Production Committee

Labor-
Management
Production
Committee.

A. It is the common purpose of the parties to this Agreement to bring about the maximum possible production, and the parties hereto agree that each of them will utilize to the fullest possible extent a Labor-Management Production Committee which is to be formed.

B. It is agreed that the Labor-Management Production Committee will be composed of equal representation from the Union and Management and will meet at regular intervals to consider all ways and means of developing even more efficient and safer methods of operation in the Plant.

ARTICLE 16 - Safety and Health

A. The Company will continue to make reasonable provision for the safety and health of its employees during the hours of their employment. Such devices as the Company requires to be worn and other equipment which, in the opinion of the Company, is necessary to protect the employees from injury shall be provided by the Company.

B. Whenever the Company recommends to the employees, for their better protection, the use of additional personal safety equipment which it does not supply free of charge, it will make such equipment available to employees at cost.

ARTICLE 17 - Rates of Pay

Rates of
Pay.

The minimum rates of pay in each classification of employees shall be as designated in Schedule B, subject to the approval of the Regional War Labour Board for the Province of Quebec, and shall be effective as of February 27th, 1946.

The new working conditions in this Agreement shall also be subject to the same approval and when approved effective as of February 27th, 1946.

ARTICLE 18 - Duration of Agreement

Duration
of Agreement.

This Agreement shall become effective as of March 9th 1946 and shall remain in effect until the 9th of March 1947 and hereafter shall be automatically renewed from year to year, unless in any years between January 7th and February 7th, either party shall furnish the other with notice of, termination of, or proposed revision of, or addition to, any provision hereof.

In such event, negotiation on any such proposal revision or addition to shall take place between the parties within **thirty** days of such notice and in such case the present Agreement shall remain in force until the new Agreement is duly signed.

IN WITNESS WHEREOF the Company and the Union have caused these presents to be executed by their duly authorized representatives on the date given, to take effect.

INTERNATIONAL CHEMICAL WORKERS
UNION, LOCAL 240

THE SHERWIN-WILLIAMS COMPANY
Of Canada, Limited.

(Signed) G. Smith
President, Local 240

(Signed) S.P. Newton
General Superintendent

(Signed) O. Vinette
Secretary Local 240

(Signed) C.M. Skinner
Asst. General Superintendent

Witness: (Signed) W. Stirrup
International
Organizer

(Signed) G.L. Daly
Acting Superintendent of
Operations

Approved (Signed) Wm. Edmiston
Canadian Director

Montreal, February 26th, 1946

CLASSIFICATION & RATES

PAINT WORKS

10 a. LABOURERS	.55 per hr.
b. HELPERS	.57 " "
c. MILL DRESSERS HELPERS	.57 " "
d. TANK WASHERS	.57 " "
e. FILLERS	.59 " "
f. MATERIAL CHASER	.60 " "
g. MIXERS	.61 " "
h. MILLMEN 2nd CLASS	.61 " "
i. MILLMEN 1st CLASS	.65 " "
j. STAMPING MACHINE OPERATOR	.65 " "
k. MILL DRESSER	.67 " "
l. SHADERS 2st CLASS	.65 " "
m. SHADERS 1st CLASS	.70 " "
n. CHARGE HANDS	.68 " "

VARNISH FACTORY

11 a. LABOURERS	.55 per hr.
b. HELPERS	.57 " "
c. FILLERS	.59 " "
d. BLENDERS	.62 " "
e. PRESSMEN	existing rate
f. THINNING MEN	.63 per hr.
g. COOKERS	.67 " " (2nd class)
h. "	.73 " " (1st class)
i. CHARGEHANDS	.68 " "

LACQUER DEPARTMENT

12 a. LABOURERS	.55 per hr.
B. HELPERS	.57 " "
c. FILLERS	.59 " "
d. MIXERS	.61 " "
e. MILLMEN	.61 " "
f. SHADERS 2nd CLASS	.65 " "
g. SHADERS 1st CLASS	.70 " "
h. CHARGE HANDS	.68 " "

RECEIVING DEPARTMENT

13 a. LABOURERS	.55 per hr
b. GENERAL HELPERS	.57 " "
c. CHECKERS AND ELEVATOR OPERATORS	.60 " "
d. WAREHOUSEMEN	.60 " "
e. PUMPMEN	.62 " "
f. CHARGEHANDS	.68 " "

PACKING AND SHIPPING

14 a. LABOURERS AND STOCKHANDLERS	.55 per hr
b. HELPERS	.57 " "
c. PACKERS	.59 " "
d. CHECKERS AND ELEVATOR OPERATORS	.60 " "
e. LAYOUT MEN	.61 " "
f. CHARGE HANDS	.68 " "

COLOUR WORKS

15 a. LABOURERS	.55 per hr.
b. HELPERS	.57 " "
c. MILLMEN)
ELEVATOR OPERATORS	
PRESSMEN	
KILN MEN	
d. COLOUR STRIKERS	.63 per hr. (2nd class)
e. " "	.68 per hr. (1st class)
f. CHARGE HANDS	.70 per hr.

MAINTENANCE DEPARTMENT

16 a. HELPERS (starting rate)	.60 per hr.
b. (after 1 year)	.65 " "
c. SKILLED HELPERS	.65 to .70 per hr.
d. OILERS	.65 per hr.

IMPROVERS

e. 2 YEARS EXPERIENCE	.70 per hr.
f. 3 " "	.75 " "
g. ELECTRICIANS))
STEAMFITTERS)	
MECHANICS)	
MILLWRIGHTS)	
BLACKSMITHS)	
CARPENTERS)	

UPKEEP DEPARTMENT

17 a. LABOURERS	.55 per hr
b. HELPERS	.58 " "
c. SPRAY & BRUSH HANDS	.65 " "

DRUM CLEANING DEPARTMENT

18 a. LABOURERS	.55 " "
b. DRUM WASHERS	.57 " "
c. INSPECTOR	.60 " "
d. COOPER	.67 " "

STATIONARY ENGINEERS

19 a. 4th CLASS	.60 " "
b. 3rd "	.70 " "
c. 2nd "	.82 $\frac{1}{2}$ " "

DEHYDROL DEPARTMENT

20 a. LABOURERS	.55 per hr.
b. HELPERS	.60 " "
c. OPERATORS	.67 " "
d. CHARGEHAND	.68 " "

YOUTHS

21 a. 17 years and under such as wash boys, messengers, sample room attendants, minimum	.38 per hr.
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FEMALES

LABELLING AND PAINT FILLING DEPARTMENTS

22 a. LABELLER	.38 per hr.
b. CAPPER	.40 " "
c. LABELLING MACHINE OPERATOR	.43 " "
d. FILLER 3rd CLASS	.43 " "
e. FILLER 2nd CLASS	.48 " "
f. FILLER 1st CLASS	.59 " "
g. CHARGE HAND	.48 " "

P & A DEPT. - FEMALES

23 a. TABLE HANDS	.38 per hr.
b. MACHINE OPERATOR	.43 " "
c. CHARGE HAND	.48 " "

P & A DEPT. - MALES

24 a. PRESS FEEDER	.75 per hr.
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LINSEED OIL MILL

25 a. LABOURERS	.55 per hr.
b. DRUM PAINTERS) FILTER PRESSMEN) WOODWORKERS)	.58 " "
c. OIL FILLERS	.59 " "
d. SOAP MAKERS) SEED CLEANERS) MEAL PACKERS) SEED ROLLS AND) DRIERS ATTENDANTS) OIL REFINERS) EXPPELLER ATTENDANTS)	.60 per hr.
e. MAINTENANCE MEN	.70 per hr.
f. CHARGE HANDS	.68 " "

Note: A premium of three cents per hour will be paid to employees engaged in seed receiving and meal shipping.

INCAPACITATED EMPLOYEES

26 a. It is recognized that employees who become or who are already incapacitated will, as far as it is possible, be employed by the Company at a rate to be mutually agreed upon by the parties to this Agreement.

JANITORS AND CLEANERS

29 a. MALE	.57 per hr.
b. FEMALE	.45 " "

C
O
P
Y

Montreal July 2nd, 1946

INSECTICIDE DEPARTMENT
HUNTER STREET

MALE

27. a	LABOURERS	.55
b.	GENERAL HELPERS	.57
	<u>MACHINE OPERATORS</u>	
c	2nd class	.58
d	1st "	.60
e	MILLMAN	.60
f	BLENDER	.62
g	CHARGEHAND	.70
h	BIRD CENTRIFUGE MCH OPERATOR	.65

FEMALE

28. a	(Carton stitchers (Capper (Weigher (Packer (Labeller (Bag folder	.43
	<u>MACHINE OPERATOR</u>	
b	2nd class	.45
c	1st class	.48

46-47
A.A. 77

1947

AMENDED- ARTICLES

OF THE

MEMORANDUM OF COLLECTIVE AGREEMENT

BETWEEN

THE SHERWIN- WILLIAMS COMPANY OF CANADA LIMITED

a body politic and corporate having
its head office and principal place
of business in the City of Montreal,
Province of Quebec.

(Hereinafter called the Company)

AND

INTERNATIONAL CHEMICAL WORKERS UNION

A.F. of L. and its Local 240,
Montreal, an association of
employees having its head
office in the City of Montreal,
Province of Quebec.

(Hereinafter called the Union)

ENTERED INTO

In respect only to following designated plants of
the Company located in the City of Montreal ;

Entire Plant at 2875 Centre Street

Varnish Plant at Atwater Ave. & St. Patrick St.

Dry Color and Insecticide Works at 1957 Hunter St.

New Warehouse at Workam and Rose de Lima Sts.

Mill Street Warehouse.

19/1177A

ARTICLE 4- Collection of initiation Fees- Dues.

Collection
of
initiation
Fees- Dues

Upon the authorization of the employee concerned, the Company shall deduct from his wages the sum of two dollard (\$2.00) covering his initiation fee. As this initiation fee must be paid by each new Union member, the authorization form , duly signed by this employee, should be handed to the Company on or before the fifteenth of each month. The deduction will be made once a month only, from the third week's payroll and will be remitted to the Secretary of the Union before the fifteenth of the following month. It is understood that this deduction of the initiation fee will be the only deduction made from this employee for that month for Union purposes.

On the written authorization of an employee, the Company shall deduct from his wages the sum of seventy- five cents (.75) semi-monthly for Union dues and will remit to the Financial Secretary of the Union, the full amount so collected before the fifteenth of the following month, accompanied by a list of the names of the employees from whom such dues have been collected. Such authorization, as per Schedule "A" in the appendix, on having been made, shall be irrevocable for the period covered between March ninth, 1947 and December thirty- first, 1947.

If an employee's dues are, for any reason, not taken off his pay at the regular time of deduction, then the amount due shall be deducted at the next regular deduction time.

ARTICLE 5- Representation

Stewards
and
Grievance
Commitee

- (a) The Union will elect or appoint Departmental Stewards not to exceed fourteen (14) in number, and supply the Company with a list of same who will then be recognized by the Company. The Union also agrees to supply a list of its recognized local Union officials.
- (b) same.
- (c) same
- (d) It is understood that a Steward or a member of the Grievance Committee shall, after consultations with his foreman, be permitted during his working hours and without loss of time or pay, to leave his regular duties for a reasonable length of time in order to investigate and settle grievances in his jurisdiction.

ARTICLE 9- Seniority

Seniority

- (a) same
- (b) same
- (c) same
- (d) An employee 's seniority rating shall be terminated when he quits or is discharged and the discharge is not reversed through the grievance machinery procedure.

Absence for less than six months, if absence approved by the Company, will not affect an employee's seniority.

Absence of more than six months but less than one year, if absence if approved by the Company, shall not remove the employee from the Seniority List, but time absent during this period will not accumulated to the employee's credit.

- (e) Vacancies occuring in a department will be posted on its bulletin board and also on the bulletin boards in other departments where similar positions exist, for a period of forty-eight (48) hours, so that employees may make application for a position to be filled. In filling vacancies and in making promotions, the Company will consider the following factors and where (b) and (c) are relatively equal, seniority shall govern ;

- (a) Seniority
- (b) Ability and efficiency
- (c) Physical fitness

The Company shall be the sole judge in determining an employee's ability and efficiency.

ARTICLE 10. Working Conditions

Normal Week.

- (a) The normal work week, except in those departments specifically mentioned below, will be forty- eight (48) hours consisting of nine (9) hours per day from Monday to Friday and three (3) hours on Saturday, Starting and quitting time for each department will be arranged by mutual agreement.

The Company shall make every ^{effort} to keep in force, the hours of work as set forth in the Agreement.

- (b) ~~same~~
- (c) ~~same~~
- (d) same
- (e) same

ARTICLE 10 (CONT'D)

(f) On shift work an off-shift premium of five cents (.05) per hour shall be paid for work performed on other shifts than the day shift, except for Stationary Engineers and Firemen. If any overtime is payable it shall be calculated on the basis of the normal rates for regular working hours and before adding the premium.

(g) same

(h) Three different types of work are recognized :

Linseed
Oil Mill

1. Continuous process swing^{shift}/work which comprises three rotating shifts of eight hours each per day making a fifty- six (56) hour week. Employees engaged in this type of work shall be paid time and a half for any time worked over eight hours per day and also time and a half for Sunday work; and double time for those holidays specified in Article 11.
2. Continuous process daytime work which includes the operation meal- packing and meal shipping and comprises work of seven daytime shifts of eight hours each making a fifty- six hour week. Employees engaged in this type of work shall be paid time and a half for any time worked over eight hours per day and also time and a half for Sunday work and double time for those holidays specified in Article 11.
3. Regular daytime work which comprises six days of eight hours Monday to Saturday inclusive, a total of forty- eight (48) hours per week. Employees engaged in this type of work shall be paid time and a half for any time worked over eight hours per day and also time and a half for Sunday work ; and double time for those holidays specified in Article 11.

Dehydrol
Dept.

(i) It is recognized that the type of work in the Dehydrol Dept. - is-

Continuous process swing shift work which comprises three rotating shifts of eight hours each per day, making a fifty- six (56) hour week. Employees shall be paid time and a half for any time worked over eight hours per day and also time and a half for Sunday work and double time for those holidays specified in Article 11.

Stationary
Engineers
and Firemen.

(j) The work week for Stationary Engineers and Firemen will be fifty- six (56) hours, seven shifts of eight hours each. Time and a half shall be paid for any time worked in excess of eight hours per day. Employees in this category will be allowed one day off with pay every month.

Double time shall be paid for the seven (7) holidays included in Article 11.

ARTICLE 10 (CONT'D)

(k) same

(l) same

(m) same

(n) same

(o) same

(p) same

(q) same

(r) same

(s) same

(t) same

Wash -up
Periods.

(u) same In all departments other than the Colour Works and the Linseed Oil Mill, ten minutes wash-up time will be allowed at noon and ten minutes at quitting time. In the colour Works ten minutes will be allowed at noon and twenty minutes at quitting time.

(v) same

ARTICLE 11 A-

Employees will be paid for the seven (7) holidays mentioned in article 11, at the rate of nine (9) hours per day, providing they work a full day on the working day succeeding these holidays. An employee who fails to work on such a day will be paid if he can show that his absence occurred with the express consent of his supervisor or was due to illness as attested by a physician's certificate.

ARTICLE 12. Holidays

(a) same

(b) same

(c) same

(d) same

(e) same

(f) same

(g) same

ARTICLE 12(CONT'D)

- (h) Statutory holidays - as specified in Article 11- occurring during employees' vacations, will be given at a later date in agreement with the Company.

ARTICLE 18. Duration of Agreement

Duration
of
Agreement

This agreement shall become effective as of January 1st, 1947, and shall remain in effect until the 31st of December 1947, and hereafter shall be automatically renewed from year ^{to year} unless in any years between November 1st and December 1st, either party shall furnish the other with notice of termination of, or proposed revision of, or addition to, any provision hereof.

In such event, negotiation on any such proposal, revision or addition to shall take place between the parties within thirty days of such notice and in such case the present Agreement shall remain in force until the new Agreement is duly signed.

- The above amendments are retroactive to January 1st, 1947 and shall remain in force until December 31st 1947.

Duly signed by the authorized parties on the tenth day of March. 1947.

INTERNATIONAL CHEMICAL WORKERS UNION LOCAL 240

G. Smith président
O. Vinette, Recording Secretary
W. Sterrip International Organizer
W. Edmeston Canadian Director

THE SHERWIN-WILLIAMS CO OF CANADA LIMITED

Signature ilisible Gen. Supt.
H. Gauthier, Ass. t Ge. Supt.
C. H. Laberge, Supt. Fact. Personnel.

SCHEDULE "A

Date.....19

TO :
THE SHERWIN-WILLIAMS COMPANY
of Canada Limited.

You are hereby authorized and requested to deduct from my wages
the sum of two dollars (\$2.00) for Union initiation fees and also
to make a semi-monthly deduction of seventy-five cents (.75) for
the months following from my wages ^{until} December 31st, 1947,
and remit the amount so deducted to the Financial Secretary of
the International Chemical Worker's Union, Local 240.

Signature

Check No.....

Witness.....

SCHEDULE "B"

CHECK-OFF NOTICE

The Company is renewing its Labour Agreement as of March 9th, 1947, with the International Chemical Worker's Union, Local 240 recognized bargaining agent for its employees.

Consequently, it has been agreed upon by both parties that the check-off list will not be altered except for those employees wishing to withdraw from the Union. In such case, the employee will have to advise the Company in writing before Tuesday, March 11th, at 5.00 P.M. This Notice should be addressed to the Superintendent of Factory Personnel, The Sherwin-Williams Co. of Canada Limited, and a copy addressed to Mr. L. Carrière, 01270 Atwater Avenue, Secretary of the Union Local 240.

C.H. Laberge

SUPERINTENDENT OF FACTORY PERSONNEL
THE SHERWIN-WILLIAMS CO. OF CANADA LIMITED

Montreal, March 6th 1947.

SCHEDULE "C"

CLASSIFICATION AND RATES

Paint Works

10	(a)	Labourers	.65 per hour
	(b)	Helpers	.67 " "
	(c)	Mill Dresser Helpers	.67 " "
	(d)	Tank Washers	.67 " "
	(e)	Fillers	.70 " "
	(f)	Material Chasers	.70 " "
	(g)	Mixers	.71 " "
	(h)	Millmen 2nd Class	.71 " "
	(i)	Millmen 1st Class	.75 " "
	(j)	Stamping Mach. Op.	.75 " "
	(k)	Mill Dresser	.77 " "
	(kl)	Asst' Mill Dresser	.72 " "
	(l)	Shaders 2nd Class	.75 " "
	(m)	Shaders 1st. Class	.80 " "
	(n)	Chargehands	.78 " "

Varnish Factory

11	(a)	Labourers	.65 per hour
	(b)	Helpers	.67 " "
	(c)	Fillers	.70 " "
	(d)	Blenders	.72 " "
	(e)	Pressmen	.73 " "
	(f)	Thinning Men	.73 " "
	(g)	Cookers 2nd Class	.77 " "
	(h)	Cookers 1st Class	.83 " "
	(i)	Chargehands	.78 " "

Lacquer Department

12	(a)	Labourers	.65 per hour
	(b)	Helpers	.67 " "
	(c)	Fillers	.70 " "
	(d)	Mixers	.71 " "
	(e)	Millmen	.71 " "
	(f)	Shaders 2nd Class	.75 " "
	(g)	Shaders 1st Class	.80 " "
	(h)	Chargehands	.78 " "
	(i)	Checkers	.70 " "

Receiving Department

13	(a)	Labourers	.65 per hour
	(b)	General Helpers	.67 per hour
	(c)	Checkers and Elevator Op.	.70 " "
	(d)	Warehousemen	.70 " "
	(e)	Pumpmen	.72 " "
	(f)	Chargehands	.78 " "
	(g)	Packers	.69 " "

Packing and Shipping

14	(a)	Labourers and Stockhandlers	.65 per hour
	(b)	Helpers	.67 " "
	(c)	Packers	.69 " "
	(d)	Checkers and Elevator Operators	.70 " "
	(e)	Layout Men	.71 " "
	(f)	Chargehands	.78 " "
	(g)	Lift Truck Operators	.75 " "

Colour Works

15	(a)	Labourers	.67 per hour
	(b)	Helpers	.69 " "
	(c)	2 nd Class Millmen) 2 nd Class Pressmen) Elevator Operators)	.72 " "
	(d)	1st Class Millmen) 1st .Class Pressmen Kilnmen)	.74 " "
	(e)	2nd Class Strikers	.74 " "
	(f)	1st Class Strikers	.78 " "
	(g)	Chargehands	.82 " "
	(h)	Cooper	.78 " "

Maintenance Department

16	(a)	Helpers (Starting rate)	.70 per hour
	(b)	" (After one year)	.75 " "
	(c)	Skilled Helpers	.75 to. 80
	(d)	Oilers	.75 per hour.

Improvers

	(e)	2 years experience	.80 per hour
	(f)	3 years experience	.85 " "
	(g)	<u>Tradesmen</u> Electricians) Steamfitters) Mechanics) Millwrights) Blacksmiths) Carpenters)	.90 " "
	(h)	Machinists)	.95 " "

Upkeep Department

17	(a)	Labourers	.65 per hour
	(b)	Helpers	.68 " "
	(c)	Spray & Brush Hands	.75 " "

Drum Cleaning Department

(18)	(a)	Labourers	.65 per hour
	(b)	Drum & Can Washers	.67 " "
	(c)	Inspector	.70 " "
	(d)	Cooper	.77 " "

Stationary Engineers

19	(a)	4th Class	.70 per hour
	(b)	3rd Class	.80 " "
	(c)	2nd Class	.92½ " "

Dehydrol Department

20	(a)	Labourers	.65 per hour
	(b)	Helpers	.70 " "
	(c)	Operators	.77 " "
	(d)	Chargehands	.78 " "

Youths

21	(a)	17 years and under, such as washboys, messengers, sample room attendants, Minimum.	.43 per hour
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FEMALES

Labelling and Filling Departments

22	(a)	Labellers	.48 per hour
	(b)	Cappers	.50 " "
	(c)	Labelling Machine Op.	.53 " "
	(d)	Fillers 3rd Class	.53 " "
	(e)	Fillers 2nd Class	.58 " "
	(f)	Fillers 1st Class	.70 " "
	(g)	Chargehands	.58 " "
	(h)	Carton Stitchers	.53 " "

P. & A. Department - Females

23	(a)	Table Hands	.48 per hour
	(b)	Machine Operator	.53 " "
	(c)	Chargehand	.58 " "

P. & A. Dept. Males

24	(a)	Press Feeder	.85 per hour
	(b)	Packer	.69 " "

Linseed Oil Mill

25	(a)	Labourers	.65 per hour
	(b)	Drum painters) Filter Pressmen) Woodworker)	.68 " "
	(c)	Oil Fillers	.70 " "
	(d)	Soap Makers) Seed Cleaners) Meal Packers) Seed Roll and) Driers)	.70 " "
		Attendants) Oil Refiners) Expeller Atten-) dants)	
	(e)	Maintenance Men	.80 " "
	(f)	Chargehands	.78 " "

Note : A premium of three cents (.03) per hour will be paid to employees engaged in seed receiving and meal shipping.

Incapacitated Employees

- 26 (a) It is recognized that employees who become or who are already incapacitated will, as far as it is possible, be employed by the Company at a rate to be mutually agreed upon by the parties to this Agreement.

INSECTICIDE DEPARTMENT

Male

Hunter Street

27	(a)	Labourers	.65 per hour
	(b)	General Helpers	.67 " "

Machine Operators

(c)	Second Class	.68 per hour
(d)	First Class	.70 " "
(e)	Millmen	.70 " "
(f)	Blender	.72 " "
(g)	Chargehand	.80 " "
(h)	Bird Centrifuge Mach.Op.	.75 " "
(i)	Bolter Operator	.80 " "
(j)	Striker	.73 " "

Female

28	(a)	Carton Stitchers) capper) weigher) packer) labeller) bag folder)	.53 per hour
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Machine Operators

(b)	Second Class	.55 per hour
(c)	First Class	.58 " "

Janitors and Cleaners

29	(a)	Male	.67 per hour
	(b)	Female	.55 " "