

1946-47

44-223 DON. INNS' REED OIL CO.

Microfilmē

223

AGREEMENT.

AGREEMENT entered into this third day of January, 1949, between DOMINION LINSEED OIL CO. LTD., having its principal place of business in the City of Montreal, Quebec, (hereinafter called the "Company" Party of the First Part, and the ASSOCIATION OF EMPLOYEES OF THE PAINT INDUSTRY (hereinafter called the "Association"), Party of the Second Part.

1. JURISDICTION.

The present Agreement applies in extent to any person employed by the Company except executive supervisory, clerical and office employees, technical employees and other confidential employees.

11. DEFINITIONS.

For the purpose of enforcement of the present Agreement, the following terms shall have the significance given to them:-

(a) The word "helper" designates an employee who assists the higher classified employees in the respective departments, but is himself above the rank of labourer.

(b) The word "mixer" or "putty maker" means any workman employed as such who can read a formula and knowing where the stock is, can assemble, weigh, or measure and mix a batch correctly to the satisfaction of the foreman in charge without supervision.

(c) The word "improver" designates an employee who assists the higher classified employees but is himself above the rank of helper.

(d)

Microfilmé

19/2020

(d) The word " **filler** " designates an employee who fills the finished product into containers, under the supervision of the foreman or charge hand,

(e) The word " **millman** " defines any workman who can take charge of a mill and weigh or measure correctly any liquid to be added to the batch, without supervision.

(f) The work " **shader** " means a man who can take over a batch when ready, shade it and have it approved.

(g) The word " **charge hand** " means an employee in charge of three (3) or more employees.

(h) The word " **watchman** " designates any employee who spend most of his time as watchman.

(i) The word " **kettlemen** " means a man working at the kettle while on the fire under the supervision of the foreman in charge.

(j) The word " **packer** " designates an employee who receives and properly packs the finished product ready for shipment.

(k) The term " **stock placer** " means an employee who transfers finished goods from production to stock or shipping departments, and is able to perform the necessary clerical work for same.

(l) The term " **layout man** " defines an employee who lays out orders ready for labelling or packing.

(m) The work " **thinner man** " means a man who can add the necessary thinners to a batch and mix to the satisfaction of the foreman without supervision.

(n) The term " **filter man** " designates a man who can assume full responsibility for a **filter** machine, operate, clean, and adjust, and filter batches to the

satisfaction.....

satisfaction of the foreman without supervision.

(o) The term "oil filler " designates an employee who can fill the finished product into barrels or cans to the satisfaction of the foreman without supervision.

(p) The term " asphalt cooker " means a man who attends to the asphalt kettle through the entire procedure, to the satisfaction of the foreman without supervision.

(q) The word " seed cleaner " means an employee who receives, cleans, and delivers the seed to the seed box, and can attend to the machinery necessary for same without supervision.

(r) The term " rollman " (charge hand) designates the man in charge of each press room shift.

(s) The term " maintenance man" is used to designate one who keeps the machinery equipment or structure of an establishment in good repair, and is capable of using the tools of one trade or another such as carpenter's tools, machinist's tools, plumbers's tools, etc.

III. PAY PERIOD.

Wages shall be paid regularly once a week

IV DURATION OF LABOUR.

(a) The maximum normal working week at regular rates of pay is forty-eight (48) hours; work performed outside these hours is considered as overtime work. This applies to all labour excepting that covered by Paragraph IV (c)

(b) The normal working day shall not exceed nine (9) hours and any time worked thereafter is to be paid

at

at regular overtime rates up to midnight; after midnight double time shall be paid. Double time rates shall not apply to regular night shifts. Regular night shifts shall be paid a premium of at least 5¢ per hour above the rates paid to day shift men exclusive of rotating shifts.

(c) The normal working week at regular rates for employees on continuous operations, namely, boiler house employees, watchmen, seed cleaner, or workers in white lead manufacturing, shall not exceed fifty-six (56) hours, including Sunday, said fifty-six (56) hours to be worked in six (6) days, in order to give each man one (1) day off per week. Work performed by such employees on any of the regular legal holidays outlined in this Agreement shall be paid for at time and one-half.

(d) The normal working shift for men on the Linseed Oil press gangs shall not exceed eight (8) hours; any additional time shall be paid for at the rate of time and one half.

V. OVERTIME.

(a) Overtime shall be paid at the rate of time and one-half based on employees' regular rates of pay. All work performed from midnight to 7 a.m. on a regular working day shall be paid at double time (excluding a regular night shift.) All work performed on Sundays shall be paid at double time, except that covered by Clause IV (c)

(b) Employees required to work more than two (2) hours overtime not having been notified the day

Previously.

previously, shall be provided by the Company with a suitable lunch, or where this is not available, enough money for same.

(c) Men called to report for work shall be paid a minimum of four(4) hours at regular rates.

VI. HOLIDAYS AND RIGHT TO VACATION,

One week's holiday with pay shall be granted to all employees who have worked for the Company over one (1) year and up to three (3) years, provided they have completed one (1) year's service by April 30th, 1949. After three (3) years' continuous service for the Company the employee will be given two (2) week's holiday with pay. Employees who have not completed one (1) year's service by April 30th, 1949, shall be entitled to vacation with pay equal to one half day for each month worked prior thereto. After twenty-five (25) years' continuous service for the Company the employee shall be entitled to three (3) weeks' vacation with pay. The holidays thus granted are to be considered compulsory unless otherwise decided by mutual agreement between the Conciliation Officers in the plant and the Company.

In the event of an employee quitting the Company's employ or being dismissed for cause, he shall be paid the equivalent of one half day's pay for each month of service subsequent to the preceding may 1st, at the time of leaving the Company's employ. In the event of an employee who is entitled to holidays under this clause being laid off, he shall be entitled to vacation pay of as many days as the number of full calendar months during which he has been continuously

in the employ of the Company since the preceding May 1st. In the event that such lay-off does not exceed one calendar month, for the purpose of computation of holiday pay, it shall be considered that no lay-off occurred and holidays shall be given and paid for as though continuous service had been in effect. In the event that lay-off continues for more than one calendar month holiday pay shall then be paid to employees concerned on the foregoing basis.

VII NOTICE OF HOLIDAYS.

Holidays are given in that time most convenient to the Company within the period June 1st to September 30th, but employees must receive at least thirty (30) days' notice in advance.

VIII SENIORITY.

An employee's length of service must be considered in the choice of holiday periods, promotions or reduction in staff. Seniority shall become effective only after an employee has been employed by the Company as a full time worker for sixty (60) days. Any exception to these rules to be by mutual consent between the Company, the Conciliation Officers and the employee concerned.

IX HOLIDAY WEEK.

The holidays granted under Section VI of this Agreement shall be remunerated based on the maximum normal work week at regular rates of pay. If an employee normally works more than forty-eight (48) hours per week

he shall be paid accordingly.

X LEGAL HOLIDAYS.

The following statutory holidays will be paid holidays, providing such holidays fall on regular working days, namely ~~Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, and Sunday~~, new Year's Day, Good Friday Victoria Day (or alternatively, St. John the Baptist Day, Dominion Day Labour Day, Thanksgiving Day and Christmas Day, subject to reporting for work the last working day before and the first working day after such holidays unless prior permission has been received from Management. Remuneration shall be based on the normal working day of each employee exclusive of overtime.

All work performed on any of the holidays mentioned in this section shall be paid at the rate of double time.

Work performed on any other legal holidays will be paid for at straight time. For calculation of wages and/or overtime each legal holiday shall be considered a working day. Any exception to this rule shall be by mutual consent between the employer and employee in consultation with the Conciliation Committee.

XI CLASSIFICATION.

An employee shall be classified and paid at the rate of pay established for the class of work at which he spends most of his time. If an employee is moved to a higher or lower class than the one for which he is being paid and remains in that job for more than one week, his rate of pay shall be changed accordingly. This provision however, shall not apply where an employee is filling in during another employee's holiday period.

period, If an employee's regular duties do not occupy a full working day, such employee may be transferred to another job provided the rate of pay is not reduced. The employer shall be the sole judge of an employee's ability and efficiency.

XII RECESS.

A ten (10) minute rest shall be granted to all employees once each morning and once each afternoon; time for these rest periods will be set by the employer.

XIII MAINTENANCE MEN

Tradesmen employed permanently as maintenance men shall be privileged to do any or all building trades work of a maintenance nature, if the employer considers them to be competent to execute same. Outside tradesmen may be brought into a plant for temporary work purposes, but in the event that the employment of such a tradesman shall exceed two (2) weeks, then the charge hand, to whom such temporary employee is responsible, is to be paid at a rate of pay at least equal to that of the temporary employee, only during such time as the temporary employee shall be working for the Company.

XIV CONCILIATION OFFICERS.

The employees in each company shall be permitted to elect their own Conciliation Committee, numbering not less than three (3), nor more than five (5) who must all be members of the Association. Suitable facilities shall be provided during the regular working hours for this Committee to meet weekly for the discussion of any matter affecting the employees under the

terms

terms of this Agreement, such time granted by the Company not to exceed eight (8) hours per month.

XV CONCILIATION PROCEDURE.

Complaints which may arise under the terms of this Agreement shall, in the first instance, be submitted for adjustment to the foreman or other officials concerned, and, if necessary shall be submitted in writing to the Conciliation Committee. Failing a prompt and satisfactory settlement, the complaint shall be referred to the Management, Nothing in this Agreement shall be deemed to take away the right of an individual employee to present any of his personal grievances or request to the Company.

During the term of this Agreement the Company agrees that there shall be no lockout, and the Association 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.

XVI WORKING CONDITIONS.

(a) Drum washers must be provided with rubber boots, gloves and aprons and safety electric light.

(b) Suitable facilities for the safety and health of employees shall be provided by the Company namely: Proper place for men to change clothes, clean lunch rooms, proper facilities for employees to wash up and keep their clothes and valuables.

(c) At no time should one (1) men be left in the plant alone; watchmen and a firemen should be so arranged

that

that there is always more than one (1) man in the plant at a time.

(d) Linseed Oil Pressmen, under present conditions, shall not be required to make more than two (2) presses per hour at regular rates of pay.

Any additions or changes to the above rules to be by mutual agreement between the Company and the Conciliation Committee in the respective plants .

Where the Company wishes to exercise its rights to change any of the conditions as laid down in this Agreement as provided by the terms " Mutual Consent" or "Mutual Agreement" notification by letter must be given to the Conciliation officers in the plant a reasonable time in advance before such change takes place.

XVII. FREE SUPPLY OF MILK,

Workmen covered under Section "Dry Colour Department " shall be supplied free with two (2) pints of milk per day one (1) pint in the morning and one (1) pint in the afternoon. Such employees shall also be furnished by the employer with adequate safety and protective equipment which such employees shall be required to use. Any additions to this rule to be by mutual consent between the Company and employee in consultation with the Conciliation Officers duly appointed as mentioned in this Agreement.

XVIII. RATES OF WAGES.

The minimum rates of wages are the following:-

CLASSIFICATIONS.

CLASSIFICATION

PRESENT RATES.

1	a.	<u>PAINT AND VARNISH DEPARTMENTS.</u>	
	a.	Labourer	.89
	b.	General Helper	.91
	c.	Improver	.93
	d.	Filler	.94
	e.	Mixer	.96
	f.	Millman	.96
	g.	Putty Maker	.96
	h.	Shader (2nd class)	.99
	i.	Shader (1st class)	1.04
	j.	Thinner Man	.96
	k.	Filter Man	.96
	l.	Kettle Man	1.02
	m.	Varnish Maker	1.14
	n.	Packer	.94
	o.	Receiving and Shipping Clerks	.94
	p.	Timekeeper	.94
	q.	Stock Placer	.94
	r.	Layout Man	.94
	s.	Stock Keeper	.96
	t.	Receiver	1.02
	u.	Charge Hand	1.02
	v.	Cooper	.99
	w.	MillDresser	.99
	x.	Maintenance Man	1.07
	y.	Watchmen & Janitors per week 56 hrs	44.90
	z.	Stationary Enginemen 56 hours per week.	
		4th class per week	\$48.00
		3rd class per week	\$51.20
		2nd class per week	\$57.50

FEMALE EMPLOYEES.

a.	Color Card Makers (2nd class)	.65
b.	Color Card Makers (1st class)	.69
c.	Fillers	.69
d.	Stamping Machine Operators	.71
e.	Labelling Machine Operators	.71
f.	Charge Hand	.71

LABEL MULTIGRAPHING.

	<u>MALE</u>	<u>FEMALE.</u>
a.	Second class	.84
b.	First class	.89

DRY COLOR DEPARTMENT.

a.	Labourer	.91
b.	General Helper	.93
c.	Improver	.95
d.	Grinder	.99
e.	Pressman	.99
f.	Color Striker	1.02
g.	Charge Hands	1.06

LINSEED.

LINSEED OIL DEPARTMENT

5.	a.	Labourer	.89
	b.	Drum Painter	.89
	c.	Drum Washer	.89
	d.	Millwrights Helper	.91
	e.	Soap Makers Helper	.91
	f.	Seed Receiver, Checker	.91
	g.	Shipper Receiver	.91
	h.	Oil Filler	.91
	i.	Boiled Oil Attendant	.94
	j.	Seed Cleaner	.94
	k.	Pressman - or Expeller Man	.96
	l.	Roll man (Charge hand)	1.01
	m.	Millwright	1.21
	n.	Truck Drivers	.90
	o.	Junior Can Filler	.70
	p.	Stationary Enginemen 56 hr. week	48.00
	q.	Watchman 56 hr week	44.90
	r.	Maintenance Man	1.07

LABELLERS.

6.	a.	Female Labellers (2nd class)	.65
	b.	Female Labellers (1st class)	.69
	c.	Male Labellers, under 18 years of age	.68
	d.	Male Labellers, 18 years and over	.89

XIX COPIES OF AGREEMENT.

The Company agrees to provide and distribute copies of this Agreement to each employee, within thirty (30) days of the signing of same.

XX DURATION OF AGREEMENT

The present Agreement shall come into force on January First, 1949, and shall terminate on December Thirty-first, 1949. At the end of such period it shall renew itself automatically from year to year unless one of the contracting parties has given notice to the other at least two (2) months before the expiry date.

of

of the Agreement of its intention to modify or repeal
same.

And the parties have signed at Montreal, P.Q.
on the day, month and year first above written.

WITNESS:

Paul Gauthier.

DOMINION LINSEED OIL COMPANY
LIMITED.

WITNESS:

By Unreadible

The Association of employees
of the paint industry.

BY: John M. Carver Pres.

A. E. FISK

Sec.

A G R E E M E N T

AGREEMENT entered into this First day of January, 1948, between DOMINION LINSEED OIL COMPANY LIMITED, having its principal place of business in the City of Montreal, Quebec, (hereinafter called the "Company") Party of the First Part, and the ASSOCIATION OF EMPLOYEES OF THE PAINT INDUSTRY, (hereinafter called the "Association"). Party of the Second Part.

I. JURISDICTION

The present Agreement applies in extent to any person employed by the Company except executive, supervisory, clerical and office employees, technical employees and other confidential employees.

II. DEFINITIONS

For the purpose of enforcement of the present Agreement, the following terms shall have the significance given to them ;-

(a) The word " helper" designates an employee who assistat the higher classified employees in the respective departments, but is himself above the rank of labourer.

(b) The word " mixer" or " put y maker" means any workman employed as such who can read a formula and knowing where the stock is, can assemble, weigh, or measure and mix a batch correctly to the satisfaction of the foreman in charge without supervision.

(c) The word " improver " designates an employee who assists the higher classified employees but is

himself

19/1622

himself above the rank of helper.

(d) The word " filler" designates an employee who fills the finished product into containers, under the supervision of the foreman or charge hand.

(e) The word " millman" defines any workman who can take charge of a mill and weigh or measure correctly any liquid to be added to the batch, without supervision.

(f) The word " shader" means a man who can take over a batch when ready, shade it and have it approved.

(g) The word " charge hand " means an employee in charge of three (3) or more employees.

(h) The word " watchman " designates any employee who spends most of his time as watchman.

(i) The word " kettleman " means a man working at the kettle while on the fire under the supervision of the foreman in charge.

(j) The word " packer " designates an employee who receives and properly packs the finished product ready for shipment.

(k) The term " stock placer " means an employee who transfers finished goods from production to stock or shipping departments, and is able to perform the necessary clerical work for same.

(l) The term " layout man " defines an employee who lays out orders ready for labelling or packing.

(m) The word " thinner man " means a man who can add the necessary thinners to a batch and mix to the satisfaction of the foreman without supervision.

(n)

(n) The term "filter man" designates a man who can assume full responsibility for a filter machine, operate, clean, and adjust, and filter batches to the satisfaction of the foreman without supervision.

(o) The term "oil filter" designates an employee who can fill the finished product into barrels or cans to the satisfaction of the foreman without supervision.

(p) The term "asphalt cooker" means a man who attends to the asphalt kettle through the entire procedure, to the satisfaction of the foreman without supervision.

(q) The word "seed cleaner" means an employee who receives, cleans, and delivers the seed to the seed box, and can attend to the machinery necessary for same without supervision.

(r) The term "roolman" (Charge hand) designates the man in charge of each press room shift.

III. PAY PERIOD

Wages shall be paid regularly once a week.

IV- DURATION OF LABOUR

(a) The maximum duration of labour at regular rates of pay is forty-eight (48) hours per week; work performed outside these hours is considered as overtime work. This applies to all labour excepting that covered by paragrah IV c.

(b) The normal working day shall not exceed nine (9) hours and any time worked thereafter is to be paid at regular overtime rates up to midnight ; after mid-

night

night double time shall be paid. Double time rates shall not apply to regular night shifts. Regular night shifts shall be paid a premium of at least 5¢ per hour above the rates paid to day shift men exclusive of rotating shifts.

(c) The normal working week at regular rates for employees on continuous operations, namely, boiler house employees, watchmen, seed cleaners, or workers in white lead manufacturing, shall not exceed fifty-six (56) hours, including Sunday, said fifty-six (56) hours to be worked in six (6) days, in order to give each man one (1) day off per week. Work performed by such employees on any of the regular legal holidays outlined in this Agreement shall be paid for at time and one half.

(d) The normal working shift for men on the linseed Oil press gangs shall not exceed eight (8) hours ; any additional time shall be paid for at the rate of time and one half.

V- OVERTIME

(a) Overtime shall be paid at the rate of time and one half based on employees regular rates of pay. All work performed from midnight to 7. a.m. on a regular working day shall be paid at double time, (excluding a regular night shift). All work performed on Sundays shall be paid at double time, except that covered by Clause IV. c.

(b) Employees required to work more than two (2) hours overtime not having been notified the day

previously

previously, shall be provided with a suitable lunch, at the cost of the Company.

(c) Men called to report for work shall be paid a minimum of four (4) hours at regular rates.

VI- HOLIDAYS AND RIGHT TO VACATION

One week's holiday with pay shall be granted to all employees who have worked for any firm over one (1) year and up to three (3) years, provided they have completed one (1) year's service by April 30th, 1948. After three (3) years' continuous service for any firm, the employee will be given two (2) weeks' holidays with pay. Employees who have not completed one (1) year's service by April 30th, 1948, shall be entitled to a paid holiday equal to one half day for each month worked prior thereto. The holidays thus granted are to be considered compulsory unless otherwise decided by mutual agreement between the Conciliation officers in the plant and the Company.

In the event of an employee quitting the Company's employ, he shall be paid the equivalent of one half day's pay for each month of service subsequent to the preceding May 1st, at the time of leaving the Company's employ. In the event of an employee who is entitled to holidays under this clause being dismissed or laid off, he shall be entitled to vacation pay of as many days/he has been continuously in the employ of the Company since the preceding May 1st. In the event that

such

such lay-off does not exceed one calendar month, for the purpose of computation of holiday pay, it shall be considered that no lay-off occurred and holidays shall be given and paid for as though continuous service had been in effect. In the event that lay-off continues for more than one calendar month, holiday pay shall then be paid to employees concerned on the foregoing basis,

VII- NOTICE OF HOLIDAYS

Holidays are given in that time most convenient to the Company within the period June 1st to September 30th, but employees must receive at least fifteen (15) days' notice in advance.

VIII- LENGTH OF SERVICE

An employee's length of service is to be considered in the choice of holiday periods, an employee's length of service also is to be considered in the event of promotions or reduction in staff. The employer shall be the sole judge of an employee's ability and efficiency. Any exception to these rules to be by mutual consent between the Company and the Conciliation officers duly appointed as mentioned below.

IX- HOLIDAY WEEK

The holidays granted under section VI of this Agreement shall be remunerated based on the employee's normal work week. In the case of employees whose normal week is forty-eight (48) hours, the holiday week shall be paid at forty-eight (48) hours. If an employee

normally

normally works more than forty-eight (48) hours per week he shall be paid accordingly.

X- LEGAL HOLIDAYS

The following statutory holidays will be paid holidays, providing such holidays fall on regular working days, namely, New Year's Day, Good Friday, Victoria Day (or alternatively) St-John the Baptiste Day), Dominion Day, Labour Day, Thanksgiving Day and Christmas Day, subject to reporting for work the first working day after such holidays. Remuneration shall be based on the normal working day of each employee exclusive of overtime. Any exception to this rule shall be by mutual consent between employer and employee. All work performed on any of the holidays mentioned in this section shall be paid at the rate of double time. Work performed on any other legal holidays will be paid for at straight time. For calculation of wages and overtime, each legal holiday shall be considered a working day.

XI- CLASSIFICATION

AN EMPLOYEE shall be classified and paid at the rate of pay established for the class of work at which he spends most of his time. If an employee is moved to a higher or lower class than the one he is being paid for and remains in that category for more than one week, his rate of pay shall be changed accordingly. This provision, however, shall not apply where an employee is filling in during another employee's holiday period. If an employee's regular duties do not

occupy

occupy a full working day, such employee may be transferred to another job provided the rate of pay is not reduced. Seniority rights shall not apply until an employee has completed three months' service with the Company.

XII- RECESS

A ten (10) minute rest shall be granted to all employees once each morning and once each afternoon; time for these rest periods will be set by the employer.

XIII- MAINTENANCE MEN

Tradesmen employed permanently as maintenance men shall be privileged to do any or all building trades work of a maintenance nature, if the employer considers them to be competent to execute same. Outside tradesmen may be brought into a plant for temporary work purposes, but in the event that the employment of such a tradesman shall exceed two (2) weeks, then the charge hand, to whom such temporary employee is responsible, is to be paid at a rate of pay at least equal to that of the temporary employee, only during such time as the temporary employee shall be working for the Company.

XIV. CONCILIATION OFFICERS

The employees in each company shall be permitted to elect their own Conciliation Committee, numbering not less than three (3) nor more than five (5) who must all be members of the Association. Suitable facilities shall be provided during the regular working hours for this Committee to meet weekly for the discussion

cussion of any matter affecting the employees under the terms of this Agreement, such time granted by the Company not to exceed eight (8) hours per month.

XV- CONCILIATION PROCEDURE

Complaints which may arise under the terms of this Agreement shall, in the first instance, be submitted for adjustment to the foreman or other officials concerned, and, if necessary, shall be submitted in writing to the Conciliation Committee. Failing a prompt and satisfactory settlement, the complaint shall be referred to the management.

During the terms of this Agreement the Company agrees that there shall be no lockout, and the Association 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.

XVI- WORKING CONDITIONS

(a) Drum washers must be provided with rubber boots, gloves and aprons and safety electric light.

(b) Suitable facilities for the safety and health of employees shall be provided by the Company, namely - Proper place for men to change clothes, clean lunch rooms, proper facilities for employees to wash up and keep their clothes and valuables.

(c) At no time should one(1) man be left in the plant alone ; watchmen and firemen should be so arranged

that

that there is always more than one (1) man in the plant at a time.

(d) Linseed Oil Pressmen, under present conditions, shall not be required to make more than two (2) presses per hour at regular rates of pay.

Any additions or changes to the above rules to be by mutual agreement between the Company and the Conciliation Committee in the respective plants.

XVII- FREE SUPPLY OF MILK

Workmen covered under Section " Dry Colour Department " shall be supplied free with two (2) pints of milk per day, one (1) pint in the morning and one (1) pint in the afternoon. Such employees shall also be furnished by the employer with adequate safety and protective equipment which such employee shall be required to use. Any additions to this rule to be by mutual consent between the Company and employee in consultation with the conciliation officers fully appointed as mentioned in this agreement.

XVIII- RATES OF WAGES

The minimum rates of wages are the following :-

<u>CLASSIFICATIONS</u>	<u>PRESENT RATES</u>
<u>PAINT AND VARNISH DEPARTMENTS</u>	
1. a. Labourer	. 79
b. General Helper	. 81
c. Improver	. 83
d. Filler	. 84
e. Mixer	. 86
f. Millman	. 86
g. Putty Maker	. 86
h. Shader (2nd class)	. 89
i. Shader (1st class)	. 94
j. Thinner Man	. 86

k.

k.	FilterMan	.86
l.	Kettle Man	.92
m.	Varnish Maker	1.04
n.	Packer	.84
o.	Receiving and Shipping Clerks	.84
p.	Timekeeper	.84
q.	Stock Placer	.84
r.	Layout Man	.84
s.	Stock Keeper	.86
t.	Receiver	.92
u.	Charge Hand	.92
v.	Cooper	.89
w.	Mill Dresser	.89
x.	Maintenance Man	.97
y.	Watchmen & Janitors per week 56 hours.	\$39.90
z.	Stationary Enginemen 56 hours per week	
	4th class per week	\$42.70
	3rd class per week	\$45.50
	2nd class per week	\$51.10

FEMALE EMPLOYEES

2.	a.	Color Card Makers (2nd class)	.58
	b.	Color Card Makers (1st class)	.62
	c.	Fillers	.62
	d.	Stamping Machine Operators	.64
	e.	Labelling Machine Operators	.64
	f.	Charge Hand	.64

LABEL MULTIGRAPHING

		<u>MALE</u>	<u>FEMALE</u>
3.	a.	Second class	.74
	b.	First class	.79
			.64
			.69

DRY COLOR DEPARTMENT

4.	a.	Labourer	.81
	b.	General Helper	.83
	c.	Improver	.85
	d.	Grinder	.89
	e.	Pressman	.89
	f.	Color Striker	.92
	g.	Charge Hands	.96

LINSEED OIL DEPARTMENT

5.	a.	Labourer	.79
	b.	Drum Painter	.79
	c.	Drum Washer	.79
	d.	Millwrights Helper	.81
	e.	Soap Makers Helper	.81
	f.	Seed Receiver, Checker	.81
	g.	Shipper- Receiver	.81
	h.	Oil Filler	.81
	i.	Boiled Oil Attendant	.84
	j.	Seed Cleaner	.84

k.

k. Pressman	.86
l. Rollman (Charge Hand)	.91
m. Millwright	1.01
n. Truck Drivers	.80
o. Junior Can Filler	.60
p. Stationary Enginemen 56 hr. week	\$42.70
q. Watchman 56 hr. week	\$39.90

LABELLERS

6. a. Female Labellers (2nd class)	.58
b. Female Labellers (1st class)	.62
c. Male Labellers under 18 years of age	.58
d. Male Labellers, 18 years and over	.79

XIX- COPIES OF AGREEMENT

The Company agrees to provide and distribute copies of this Agreement to each employee, within thirty (30) days of the signing of same.

XX- DURATION OF AGREEMENT

The present Agreement shall come into force on January First, 1948 and shall terminate on December Thirty-first, 1948. At the end of such period it shall renew itself automatically from year to year unless one of the contracting parties has given notice to the other at least two (2) months before the expiry date of the Agreement of its intention to modify or repeal same.

And the parties have signed at Montreal, P.Q. on the day, month and year first above written.

WITNESS : DOMINION LINSEED OIL COMPANY LIMITED
PAUL GAUTHIER. By : Unreadable signature

WITNESS : THE ASSOCIATION OF EMPLOYEES
OF THE PAINT INDUSTRY
By : John. M. Carver .
President

A. E. Fisk
Secretary.

AGREEMENT

June 19, 1947

Agreement entered into this First day of June 1947 between DOMINION LINSEED OIL CO. LIMITED, of the City of Montreal, Que., (hereinafter called the Company) party of the First part, and the ASSOCIATION OF EMPLOYEES OF THE PAINT INDUSTRY, (hereinafter called the Association) party of the second part.

1. JURISDICTION

The present Agreement applies in extent to any person employed by the Company except Executive, Supervisory, Clerical and Office employees, technical employees and other confidential employees.

2. DEFINITIONS

For the purpose of enforcement of the present Agreement, the following terms shall have the significance given to them :-

- (a) The work "helper" designates an employee who assists the higher classified employees in the respective departments, but is himself above the rank of labourer.
- (b) The work "oil filler" designates an employee who can fill the finished product into barrels and cans to the satisfaction of the foreman without direct supervision.
- (c) The term "boiled oil attendant" designates an employee who can attend to the boiled oil kettle through the entire procedure, to the satisfaction of the foreman, without direct supervision.
- (d) The work "seed cleaner" means an employee who receives, cleans, and delivers the seed to the Seed Box, and attends to all the necessary machinery for same, without supervision.
- (e) The term "rollman" (Chargehand) designates the man in charge of each press room shift.
- (f) The work "watchman" designates an employee who spends most of his time as watchman.

3. PAY PERIODS

Wages shall be paid regularly once a week.

19/1144

IV. DURATION OF LABOUR

A. The maximum duration of Labour at regular rates of pay is forty-eight (48) hours per week; work performed outside these hours is considered as over-time work. This applies to all labour excepting that covered by paragraph IV c.

b. The normal working shift for men on the Press Gang shall not exceed eight (8) hours, any additional time shall be paid at the rate of time and one half. The normal working day for men on the other day gangs shall not exceed nine (9) hours.

c) The normal working week at regular rates for Firemen, Watchmen and Seed Cleaners shall not exceed fifty-six (56) hours, including Sundays. Work performed on any of the regular legal holidays outlined in this Agreement shall be paid for at time and one half.

V. OVERTIME

a. Overtime shall be paid at the rate of time and one half based on day employees regular rates of pay. All work performed on Sundays, or from midnight to 7.a.m. on a regular working day shall be paid at the rate of double time.

b. Overtime shall be paid at the rate of time and one half based on Press Shift employees regular rates of pay, all work performed on Sundays shall be paid at the rate of double time.

c. Employees required to work more than two (2) hours overtime not having been notified the day previously, shall be provided with a suitable lunch, at the cost of the Company.

d. Men called to report for work shall be paid a minimum of four (4) hours at regular rates.

Any exception to these rules to be by mutual consent between employer and employee in consultation with the Conciliation Officers in the plant.

VI. HOLIDAYS.

One week's holiday with pay shall be granted to all employees who have worked for the Company for one (1) year. After one (1) year's continuous service the employee shall be granted one (1) half day for each month, (provided employee has not been absent without leave for five (5) or more days in that month) up to two (2) weeks holidays. The holidays thus granted are to be considered compulsory unless otherwise decided by mutual agreement between the Conciliation

Officers in the plant, and the Company.

VII. NOTICE OF HOLIDAYS.

Holidays are given in that time most convenient to the Company within the period of June 1st to September 30th, but employees must receive at least fifteen (15) days' notice in advance. An employee's length of service is to be considered in the choice of holiday periods. Any exceptions to this rule to be by mutual consent between the Company and employee in consultation with the Conciliation Committee.

VIII. HOLIDAY WEEK.

The holidays granted under Sec. VI of this Agreement shall be remunerated based on the employee's regular work week. In the case of employees whose normal week is forty-eight (48) hours, the holiday week shall be paid at forty-eight (48). If an employee works more than forty-eight (48) hours he shall be remunerated accordingly.

IX. LEGAL HOLIDAYS.

The following statutory holidays will be paid holidays, providing such holidays fall on the regular working days, namely:

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

subject to reporting for work the first working day after such holiday.

Remuneration for these holidays shall be based on the normal working day of each employee exclusive of overtime. All work performed on any of the holidays mentioned in this section shall be paid at double time, work performed on any other legal holidays shall be paid for at regular rates. Any exception to these rules shall be by mutual consent between employer and employee.

X. RECESS

A ten (10) minute recess shall be granted to all employees once each morning, and once each afternoon, the time for these rest periods to be set by the Company. During the winter months the men are permitted to use the wash rooms to smoke during the rest period, provided they abide by the Company's rules.

XI. RIGHT TO VACATION

All employees covered by this Agreement are entitled, after one year's continuous service, to one (1) week's vacation with pay, or if he has not yet completed one year's service with the Company, to a vacation with pay, having a minimum duration of as many half-days as the number of calendar months during which he has been continuously in the employ of the Company. In the case of an employee leaving the Company, or being dismissed who is entitled to holidays under this clause, he shall be paid the equivalent of one half day's pay for each month service.

XII. CONCILIATION OFFICERS

The employees shall elect their own Conciliation Committee, such Committee not to exceed five (5) in number. The Committee shall consist of one (1) member from each press gang and two (2) from the day employees, all members of the said Committee must be members of the Association.

Suitable facilities for the holding of regular weekly meetings of the Conciliation Committee shall be provided by the Company during the regular working hours for the discussion of any matter affecting the employees under the terms of this Agreement. The time to be granted and paid for by the Company shall in no case exceed eight (8) hours per month.

XIII. CONCILIATION PROCEDURE

Complaints which may arise under the terms of this Agreement shall, in the first instance, be submitted for adjustment to the foreman or other officials concerned and, if necessary, shall be submitted in writing to the Conciliation Committee. Failing a prompt and satisfactory settlement, the complaint shall be referred to the Management.

During the term of this Agreement the Company agrees that there shall be no lock-out, and the Association 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.

XIV. WORKING CONDITIONS.

A. Drum Washers shall be provided with rubber boots, gloves and apron, and safety electric light.

b. Suitable facilities for the safety and health of employees shall be provided by the Company without undue delay, namely: Place for men to change clothes, Lunch Room for men to eat their lunch, same to be kept clean and free from vermin or insects (cockroaches), proper facilities for men to wash-up on each floor.

c. At no time should one (1) man be left in the plant alone, watchmen and firemen should be so arranged that there is always more than one (1) man in the plant at a time.

d. Men covered by Sec. XVk. (Pressmen) shall not be required to make more than two (2) presses per hour at the regular rates of pay under present conditions.

XV. 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, after due consultation with the Conciliation Officers in the plant, written consent to be granted by the Association.

XVI. RATES OF WAGES.

The minimum rates of wages are the following:

	<u>CLASSIFICATION</u>	<u>RATE PER HOUR</u>
l.	a. Labourer.....	.65
	b. Drum Painter.....	.65
	c. Drum Washer.....	.65
	d. Millwright's helper.....	.67
	e. Soap Maker Helper.....	.67
	f. Seed receiver, checker.....	.67
	g. Shipper-receiver,.....	.67
	h. Oil Filler.....	.67
	i. Boiled Oil Attendant.....	.70
	j. Seed Cleaner.....	.70
	k. Pressmen.....	.72
	l. Rollmen-Chargehand.....	.77
	m. Millwright.....	.97
	n. Truck Drivers.....	.66

c. Junior Can Filler (under 18 years).....	.46
p. Stationary Enginemen.....	.73
q. Watchmen (56hours week).....	33.60

XVII. DURATION OF THE AGREEMENT

The present Agreement shall come into force on the 1st day of June 1947, and shall terminate on the 31st of December 1947, at the end of such period it shall renew itself automatically from year to year unless one of the contracting parties has given notice to the other at least two (2) months before the expiry date of the Agreement of its intention to modify or repeal same.

And the parties have signed at Montreal, P.Q. on the day, month and year first above written.

WITNESS:

(Signed) John Muir

DOMINION LINSEED OIL CO. LIMITED

BY:

(Signed) J.H. Maybury

WITNESS:

(Signed) John Muir

THE ASSOCIATION OF EMPLOYEES OF
THE PAINT INDUSTRY

BY:

(Signed) John M. Carver
President

(Signed) A.E. Fisk
Secretary