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G.O. BERTHOLD LETTERS

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MEMORANDUM OF AGREEMENT

BASIC PRINCIPLES recognized by both parties to this Agreement:

- (a) Recognition of the Right of Employers and Employees to organize for the betterment of their conditions.
- (b) Recognition of the right ^{and} principle of collective bargaining .
- (c) In agreement that Employees are entitled to a minimum wage based on technical skill and the value of service rendered, plus as much more individually as an Employee's industry, efficiency and responsibilities warrants.
- (d) It is agreed that neither Employees or Employer should attempt to limit the production of an individual.

This contract entered into this Third day of November 1947.... between J.-O. Bertrand Limitée, hereinafter called the Employer, the Party of the First Part, and Montreal Printing Pressmen and Assistants Union subordinate to the International Printing Pressmen and Assistants Union of North America, hereinafter call the Union, the Party of the Second Part, for the purpose of preventing and adjusting misunderstanding by establishing rules governing minimum wage rates and conditions of employment.

SECTION I

(1) This contract shall be effective from the Third day of November 1947 to the 30th day of November 1948 and shall continue in effect from year to year thereafter, unless thirty (30) days ' written notice of intention to change shall be given by either party prior to annual expiration date of this contract, pending the conditions of a new contract, the provisions of this contract shall remain in force.

(2) The Employer agrees to employ members of the Union to cover all positions which this contract contemplates, including that of foreman. In the event that the Union cannot supply competent pressmen or assistants upon request, within a reasonable time period, the Employer has the right to secure skilled help required from any source available.

(3) The Employer shall not discriminate in any way against an Employee because of membership in, or bona fide activity on behalf of the Union.

(4) The foreman of the pressroom department shall employ and discharge all help under his authority, but such actions shall be subject to consultation with the management. In the event of an Employee covered by this agreement is discharged unjustifiably and his case is appealed and upheld by the Joint Standing Committee, he shall be reinstated and paid for time lost.

(5) In the event of a decrease in pressroom staff, such decrease ^{/shall} be accomplished by laying off the person or persons last employed. In case an increase in staff within ninety days the person or persons laid off shall be reinstated in reverse order.

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SECTION 2.

- (1) The work week shall consist of forty (40) hours for day work and to be completed between the hours of 7.30 a.m. and 5.30 p.m. and shall consist of (5) days of eight (8) hours.
- (2) The work week for night staff shall consist of forty (40) hours on a basis of five (5) nights of eight (8) hours per night.
- (3) The night rate shall be 15% over the day rate.
- (4) It is further agreed that a man may not be called in to work for less than a standard day or night's pay. A standard day or night shall not be less than six hours.
- (5) Overtime to be paid for at time and a half of the regular rate of each shift for the first three hours worked and double time thereafter, the three hours to be worked within the first four hours after regular quitting time.
- (6) Work performed on Sundays and the following holidays shall be paid for at double time of the regular recognized rate New Years, Good Friday, Dominion Day, Victoria Day, Labor Day, Thanksgiving Day and Christmas Day. The night of a public holiday shall be understood to be a holiday for night staff. X by the Province of Quebec shall apply instead of holidays specified.
- (7) All Employees covered by this Agreement with one year's service to receive two week's holiday with pay. Vacation period to be from April, to October of the same year.
- (8) The Employer shall give notice before noon when he requires Employees to work overtime, but overtime shall not be considered compulsory.

X In cases where this Contract applies to French offices it is understood that statutory holidays recognized

The minimum scale of wage rates for operation of presses shall be as follows:-

		New Rates.-
Journeyman Pressman	Rate per hour	1.15
Rotary Pressman	Rate per hour	1.35
Two Color Pressman	Rate per hour	1.30
Apprentice Pressman and Assistants	Rate per hour	0.95
Platen Pressman		1.00

and each succeeding year for three years an apprentice pressman shall receive an increase of one-quarter of the difference between the assistant's rate of wages and the pressman's scale until the full pressman's rate of wages is reached.

Apprentices or beginners shall start at a rate of \$16.00 per week and each succeeding six months shall receive an increase of one-eighth of the difference between the starting scale and the assistant's rate until the full assistant's scale is reached.

Any Employees now receiving in excess of the minimum rates quoted in this contract shall not be reduced as a result thereof.

- (8) STATU ORY HOLIDAYS THAT APPLY TO THE ABOVE COMPANY WILL BE PAID FOR AT SINGLE RATE WHEN NOT WORKED.

It is also understood and agreed that those journeymen and asistant pressmen who are now receiving a wage over the existing rate, shall receive an extra (0.15) cents per hour.-

GENERAL PROVISIONS

- (1) If during the life of this agreement, presses of sizes or types not covered by this contract shall be installed, the rates of wages and complement of men shall be settled between Employer and the Union before operation.
- (2) It is recognized and agreed by the parties hereto that the jurisdiction over which this contract shall apply is over all types of printing presses and all devices associated herewith, and all work applying to the handling of paper in any manner within the pressroom department.
- (3) In order to increase the knowledge and efficiency of apprentice pressmen and to insure that their knowledge of the trade will be sufficient for them to qualify as journeymen pressmen, they shall register for the Apprentice Pressman's Course with the International Printing Pressmen and Assistant's Union and shall apply themselves to it diligently until course is completed.
- (4) In the event that an opening is not available upon completion of three years as an apprentice pressman, he shall be retained at the scale of wages received at end of third ~~year~~ until an opening is available, if he desires to stay at that employment.
- (5) No apprentice or apprentice pressman shall displace a regularly employed assistant or pressman.

DEFINITIONS

A Pressman is a qualified journeyman in charge of one or more printing presses who has worked as an apprentice pressman for a period of not less than three years.

An apprentice Pressman shall mean one who has served time in a pressroom as a press assistant and who is recognized by the Employer as being competent to be given the opportunity to study and learn his trade with the objective of becoming a journeyman pressman. He may be used as a pressman at the discretion of the Employer, but on two color presses he may be used as a pressman only after completion of three years as an apprentice pressman.

A Press Assistant shall mean an assistant to a journeyman. Such assistant shall have not less than three years of experience at the trade and be capable of assisting in make-ready and operation of a press with or without an automatic feed.

Two color presses are defined as any two revolution press with two cylinders built to make two impressions in one operation.

- (6) Duplex and Perfecting Presses or similar types, are defined as Web or Sheet-fed Flat Bed Presses capable of printing two sides of sheet in one operation.

APPRENTICES :

Apprentices shall be governed by the standards, as adopted by the Apprenticeship Commission of the Printing Trades of the City of Montreal, and approved by local 52, International Printing Pressmen & Assistant's Union of North America.

FOREMAN:

Compensation of Foreman, shall be adjusted by conditions prevailing in the individual shop and by mutual consent of the Employer and Employees, (0.15) cents per hour increase as date of Contract.

(7) Rotary Presses are defined as printing presses sheet or roll fed, printing from curved plates.

MANNING OF PRESSES.

Press		Pressmen	Assistant
1 Cylinder Press	" 48 or over	1	1 Feeder
2 Cylinder Presses	" 48 or less	1	2 Assistant
Two Color Cylinder		1	1 Assistant
Rotary Press (sheet or roll fed.)		1	1 Apprentice Pressman

Job Automatic Presses: One Pressman may operate two automatics with one apprentice pressman or assistant.

Hand fed platen presses may be operated by assistants under the supervision of a pressman. Where three or four platen presses are under the supervision of a pressman, he shall not be required to operate any other press.

SECTION 5.

(1) The rights and relations of the parties hereto are covered by the terms of this contract. The Employer concedes that he does not have the right to object to any rules or regulations made by the Union for the government of its members, insofar as they do not conflict with the terms of this contract.

(2) The Union reserves the right to refuse any struck ^{work} received or destined to any unfair Employer.

JOINT STANDING COMMITTEE

For the purpose of adjustment of any different or dispute which may arise in connection with provisions of this contract, a Joint Standing Committee shall be maintained to consist of two representatives of the Employer and two representatives of the Union, and in case of a vacancy, or prolonged absence, another shall immediately be appointed in his place. To this Committee shall be referred all questions which may arise as to the construction to be placed upon any clause of this contract or violations thereof. Such Joint Standing Committee shall meet within seven days after any clause question or difference shall have been referred to it, and shall render a decision within fifteen days after the first reading.

In the event of a difference arising between parties to this Agreement all work shall continue without interruption pending proceedings as above prescribed and the provisions of the contract prevailing at the time such difference arises, shall be preserved unchanged until a decision of the issue has been reached.

EMPLOYER

J.-O. Bertrand Limitee

J. Buteau Prés.

Henry Bertrand
Sec.

MONTREAL PRINTING PRESSMEN AND ASSISTANTS UNION NO. 52

Emile Fagnant.

Président.

Roger Gagnon.

International Representative