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AMERICAN PHOTOGRAPHIC CO. -

328
COLLECTIVE AGREEMENT made and entered in the City of Montreal, Province of Quebec this first day of January 1955.

between

Monitor Publishing Company Limited, a Company legally constituted, having its head office in the City of Montreal, and carrying on business under his own name, so called the Company party of the FIRST PART

And

The International Stereotypers & Electrotypers Union of Montreal Local 33 a local of the I.S.E.U. of North America party of the SECOND PART.

WITNESSETH:

This agreement is entered into for the purpose of preventing misunderstandings between the parties; to establish a wage scale, working hours and working conditions, and provide for conciliation and arbitration of differences.

The Union's responsibility applies only to a strike which it has actually caused or actually ratified. It is specifically understood that, unless the Union has actually authorized or actually ratified a strike, it is not responsible for any work stoppage.

The Union will agree to take every reasonable means to induce any employees going out on strike to return to their jobs, unless the strike has been authorized by the local and international unions.

The Union, in making this agreement, is acting merely as agent for the employees covered by the agreement and shall, under no circumstance, be liable for any strike, breach, or other default under the agreement, unless it can be shown that the Union has caused or investigated such strikes or other breach.

The duration of this agreement shall be for a period of one year from the first day of January 1955 to the 31st day of December 1955. It is mutually agreed, however, that this agreement may be opened yearly, for adjustment of wages and other conditions, by either party giving written notice to the other party 60 days prior to any anniversary of the signing date during the life of the agreement.

Should either party desire to negotiate for changes in any or all of the provisions of this agreement as its expiration date, or to terminate the agreement, written notice to that effect shall be given sixty days prior to expiration date.

COMPANY'S RIGHTS

Art 1.- The Union recognizes that the ordinary functions of administration and of operation in the Stereotype Department, of employing workmen and of distributing the work, belong to the employer or one of his representative. These functions include the right to employ, dismiss, promote, suspend and discharge FOR CAUSE; the right to establish the methods of publication of the newspaper, including the right to increase or to reduce, to limit or to cease such publications, the right to publish or to enforce regulations judged necessary for the improvement, the security, the efficiency or the discipline, as well as the protection of the employees inside or outside the building where the newspaper is being published, the right to determine the assignments and the functions of the employees. (Subject to the other articles.)

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STANDING COMMITTEE

Art 2- The employer recognizes the formation of a Standing Committee, composed of two (2) members selected by the Union amongst the employees subject to the present agreement and for the duration of same. To these two members a third one, the Union representative, may be added. The Standing Committee will be authorized to discuss with the Company or its authorized representative, any litigious affair which may come from the application or the interpretation of the present agreement.

The two parties agree to meet within three (3) days after one party has notified the other one that a meeting is desired.

Any difficulty arising between one or many employees, on one part, and any official representative of the Company or the Company itself, on the other part, the Standing Committee shall be empowered to discuss with the Company or its representatives.

The names of the members of this Committee will be given to the Company as soon as they have selected by the Union. It will be permissible to each one of these two members to be replaced at any time by another member of the Union working for the Company; and the name of that substitute will also be given to the Company.

Any unsettled difference between the Company and the Standing Committee shall be promptly submitted to the Conciliation and Arbitration Board within fifteen (15) days after the grievance has been presented; this according to the "Labour Relations Act" and the "Quebec Trade Disputes Act" (ch. 167 & 162-A S.R.Q. 1941).

Art 3- The party of the first part agree to employ in his Stereotype department members in good standing of the I.S.E.U. Local 33 of Montreal, foreman included.

Art 4- All stereotype work mounting on metal base or wood base, etc, flab or curved routing on metal, plastic, etc, sawing, trimming mortaise in zinc, copper, wood, metal, plastic, etc, mouling of cuts or pages, flat or curved casting, nickelplating of the plates or any other kind of work necessitating a stereotyper should be done by journeymen or apprentices of the total 33 of Montreal.

Art 5- The publisher will notify the Union when there is a vacancy, or a need for men for extra office days, and the union agrees to assign a member or members to fill the demand of the party of the first part.

Art 6- It is agreed and understood that when a member of the union is off duty for any reason, on vacation or sick leave, he shall supply a man to cover his situation.

Art 7.- The company recognizes the right, under the law, of individual union members to refuse to work with non-union workers, and any such refusal to work shall not constitute a breach of the agreement.

Art 8.- Journeymen shall receive not less than the following scale of wages.

The day rate shall be:

\$18.00 per day of 7½ hrs. at the hourly rate of \$2.40.

The night rate shall be:

\$18.40 per night of 7 hrs. at the hourly rate of \$2.628.

The "lobster" rate shall be:

\$18.80 per shift of 7 hrs. at the hourly rate of \$2.68.

WORKING HOURS

Art 9.- 7½ hours between the hours of 7.00 A.M. and 6.00 P.M. shall constitute a day's work, and 7 hours between the hours of 6.00 P.M. and 5.00 A.M. shall constitute a night's work. Five (5) days or nights shall constitute a week's work for foreman, journeymen and apprentices. However, all work not performed and completed between the period of 7.00 A.M. to 6.00 p.m., and 6.00 p.m. to 5.00 a.m. shall be called a Lobster shift and shall constitute a period of 7 consecutive hours with a half hour for lunch. In no case, however, the over time of the day shift should not be paid at night or lobster rate, or the overtime for the night shift should not be paid at lobster rate. It is agreed that the Union will furnish sufficient competent and reliable members of its organization to meet the requests of party of the first part at the straight time rate, for regular shifts.

The hours of Labor shall be continuous except for an interval of 30 minutes to be allowed each day or night for lunch, within three to five hours after starting time.

FULL DAY'S PAY

Art 10.- Members shall be paid a full day's or night's pay for working any portion of a day or night within the hours specified or established as constituting a working day or night.

Art 11.- All work performed on Sunday or all statutory holidays named after or all the days celebrated as such shall be paid at double time plus the regular rate that belongs to the workers,

1. New Year Day; 2. Good Friday; 3. Empire Day;
4. Half pay, St. John Baptist Day; 5. Dominion Day;
6. Labor Day; 7. Thanksgiving Day; 8. Christmas Day;

This rate shall apply when a Holiday falls on Sunday and the Following Monday is observed as such a holiday.

Those statutory holidays shall not be included in the day off of the employees, or in his weeks of holidays.

Art 12.- All overtime shall be paid for at the rate of time and one half for the first three hours, then double time. All work performed before the regular starting hours shall be paid at time and one half. No foreman or apprentice shall work overtime at production to the detriment of a journeyman. Insofar as it may be possible within the limits of production requirements and individual competency the foreman will assign overtime equally among the members of the stereotype department.

Art 13.- Time and one half shall be paid for the first 3 hours and double time thereafter to journeyman and apprentices working his sixth day. The Employer shall not apply time and one half, to the Journeyman replacing another stereotyper in his holidays or for sicknesses.

Art 14.- The party of the first part binds itself to keep its department clean, well aired, well heated and well lighted; and the employees must co-operate in order to maintain the department in a perfect state of cleanliness; equipped with a first aid kit.

Art 15.- The party of the first part agrees to respect and observe the conditions imposed by the local union Constitution & By-Laws and the Constitution General Laws of the International Stereotypers' & Electrotypers' Union, copies of which are attached hereto and made a part of this agreement, and which do not conflict with the contract, or the labor

Art 15. (cont'd).

- management relations act, And it is further agreed that local union laws not affecting wages, hours or working conditions, and the laws of the International Stereotypers' & Electrotypers' Union shall not be subject to arbitration.

Art 16. No members of the Union shall be fired or laid off before giving first, the reason of this act () to the standing Committee.

Art 17.- The Union reserves to its members the right to refuse to execute all struck work received from or destined for unfair employers, where a strike has been authorized by the I.S. & E.U.

Art 18.- It is agreed that the party of the first part shall give 2 weeks for vacation with full pay to all emembers after 1 year of service. all situation holders who have worked a portion of the year shall receive one day of vacation with pay for each 26 days, or major fraction thereof so worked. A substitute shall replace the member in vacation, Two weeks of vacation is understood to mean ten working days or ten working nights. Two weeks of vacation can be scheduled between May the 1st and September the 1st. However, if a member wishes vacation outside stated period he may make such arrangements with the consent of the Office.

Art 19.- If the personnel should be decreased (Stereotype Department) it shall be made in the following order: the person or persons last employed should be the first to be laid off. Should there be re-employment, the person or persons displaced through reductions shall be reinstated in reverse oder in which they were discharged, before other help may be employed.

Art 20.- It is understood, that if the party of the first part apply for one (or more) substitute (s) and if there is no man on the road available priority shall be given (alternatively) to the regular employees of the Department.

Art 21.- The minimum scale of apprentices shall be in proportion to the journeyman scale for day and night work as follows:-

	<u>First 6 Months</u>	<u>Second 6 months</u>
First year.....	31%	32%
Second Year.....	34%	35%
Third Year.....	43%	47%
Fourth Year.....	51%	57%
Fifth Year.....	68%	74%
Sixth Year.....	79%	84%

The same clauses, conditions of work, hours, etc, conclude in this collective convention are applicable for the apprentices. They (apprentices) shall be under the jurisdiction of the I.S.E.U. laws. The Foreman and the President of the chapel shall give the oppertunity to the apprentices to work on all the machines. It is agreed that the party of the first part is entitled to one apprentice for 4 journeymen but not more than 2 for each shop.

Art 22.- Whenever a member of the union, or any other person employed in the department, confers with the employer over an alleged grievance, a representative of the union shall be given an opportunity to attend the conference.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorized representatives the day and year first above written.

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:

H.B. Houghton

R.S. Moore, Pres

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STANDING COMMITTEE:

Collective Agreement made and entered in the City of Montreal, Province of Quebec this first day of January 1954.

BETWEEN

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The Monitor Company Limited, a Company legally constituted; having its head office in the City of Montreal, and carrying on business under his own name, so called the Company party of the FIRST PART

AND

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STANDING COMMITTEE

Art. 2 - The employer recognizes the formation of a Standing Committee, composed of two (2) members selected by the Union amongst the employees subject to the present agreement and for the duration of same, to these two members a third one, the Union representative, may be added. The Standing Committee will be authorized to discuss with the Company or its authorized representative, and litigious affair which may come from the application or the interpretation of the present agreement.

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Art. 3 - The party of the first part agree to employ in his Stereotype department members in good standing of the I.S.E.U. local 33 of Montreal, foreman included.

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Art. 5 - The publisher will notify the union when there is a vacancy, or a need for men for extra offive days, and the union agrees to assign a member or members to fill the demand of the party of the first part.

Art. 6- It is agreed and understood that when a member of the union is off duty for any reason, on vacation or sick leave, he shall supply a man to cover his situation.

Art. 7 - The Company recognizes the right, under the law, of individual union members to refuse to work with non-union workers, and any such refusal to work shall not constitute a breach of the agreement.

Art. 8 - Journeymen shall receive not less than the following scale of wages. The day rate shall be:
\$ 12.265 per day of 7 $\frac{1}{2}$ hrs. at the hourly rate of \$1.95
The night rate shall be:
\$ 16.81 per night of 7 $\frac{1}{2}$ hrs at the hourly rate of \$ 2.2425

WORKING HOURS

Art. 9 - 7½ hours between the hours of 7.00 A.M. and 6.00 P.M. shall constitute a day's work, and 7 hours between the hours of 6.00 P.M. and 7.00 A.M. shall constitute a night's work. Five (5) days or nights shall constitute a week's work for foremen, journeymen and apprentices. In no case, however, the over time of the day shift should not be paid at night or lobster rate, or the overtime for the night shift should not be paid at lobster rate. It is agreed that the Union will furnish sufficient competent and reliable members of its organization to meet the requests of party of the first part at the straight time rate, for regular shifts,

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FULL DAY'S PAY

Art. 10 - Members shall be paid a full day's or night's pay for working any portion of a day or night within the hours specified or established as constituting a working day or night.

Art. 11 - All work performed on Sunday or all statutory holidays named after or all the days celebrated as such shall be paid at double time plus the regular rate that belongs to the workers.

- 1 - New Year Day. 2- Good Friday. 3- Empire Day.
- 4 - St. John Baptist ½ Day. 5- Dominion Day.
- 6- Labor Day. 7- Thanksgiving Day. 8- Christmas Day.

This rate shall apply when a holiday falls on Sunday and the following Monday is observed as such a holiday.

Those statutory holidays shall not be included in the day off of the employee, or in his weeks of holidays .

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Art. 15 - The party of the first part agrees to respect and observe the conditions imposed by the local union Constitution & By- Laws and the Constitution General Laws of the International Stereotypers, & Electrotypers' Union, copies of which are attached hereto and made a part of this

agreement, and which do not conflict with the contract, or the labor-management relations act. And it is further agreed that local union laws not affecting wages, hours or working conditions, and the laws of the International Stereotypers' & Electrotypers' Union shall not be subject to arbitration.

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Art. 19 - If the personnel should be decreased (Stereotype Department), it shall be made in the following order: the person or persons last employed should be the first to be laid off. Should there be re-employment, the person or persons displaced through reductions shall be reinstated in reverse order in which they were discharged, before other help may be employed,

Art. 20 - It is understood, that if the party of the first part apply for one (or more) substitute (s) and if there is no man on the road available priority shall be given (alternatively) to the regular employees of the Department.

Art. 21 - The minimum scale of apprentices shall be in proportion to the journeyman scale for day and night work as follows.

	First 6 months	Second 6 Months
First Year	31%	32 %
Second Year	34%	35%
Third Year	43%	47%
Fourth Year	51%	57%
Fifth Year	68 %	74%
Sixth Year	79%	84%

The same clauses, conditions of work, hours, etc. conclude in this collective convention are applicable for the apprentices. They (apprentices) shall be under the jurisdiction of the I.S.E.U. laws. The Foreman and the President of the chapel shall give the opportunity to the apprentices to work on all the machines, IT is agreed that the party of the first part is entitled to one apprentice for 4 journeyman but not more than 2 for each shop.

Art. 22 - Whenever a member of the union, or any other person employed in the department, confers with the employer over an alleged grievance, a representative of the union shall be given an opportunity to attend the conference.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorized representatives the day and year first above written,

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:

MONITOR PUBLISHING CO LIMITED

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Standing CO MITTEE:

A. STAIN

R. TOLLER

MEMORANDUM OF AGREEMENT

between

MONITOR PUBLISHING COMPANY LIMITED

and

MONTREAL TYPOGRAPHICAL UNION, NO.176

This contract entered into this day of May 1946, between

Monitor Publishing Company Limited Hereinafter called the employer, the party of the first part, and Montreal Typographical Union, No. 176, a subordinate union of the International Typographical Union, hereinafter called the union, the party of the second part, is for the purpose of preventing and adjusting misunderstandings by establishing wage rates, hours of work and conditions of employment.

The party of the first part binds itself to the employment in its composing room and the departments thereof of mechanics and workmen who are members of Montreal Typographical Union, No.176, and agrees to respect and observe the conditions imposed by the constitution, by-laws and the scale of prices of the aforesaid organization and the laws of the International Typographical Union, copies of which are hereunto attached and made part of this agreement.

And it is further agreed that the aforesaid constitution and by-laws may be amended by the party of the second part without consent of the party of the first part; provided, however, that changes which conflict with the terms of this contract, or affect wages, hours or working conditions shall not become operative during the life of this agreement except by mutual consent of both parties signatory thereto.

It is provided that local union laws not affecting wages, hours or working conditions or the General Laws of the International Typographical Union shall not be subject to arbitration.

(1) This contract shall be effective from the Third day of June
1946, to the second day of June 1947.

(2) The employer agrees to employ in his composing room only members of the union to cover all positions which this contract contemplates, including that of foreman.

(3) The foreman shall employ and discharge. Employees may be discharged (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules which shall be kept conspicuously posted and which shall in no way abridge the civil rights of employees or their rights under accepted union law.

(4) When it becomes necessary to decrease the force, such decrease shall be accomplished by discharging first the person or persons last employed. Should there be an increase in the force, the person or persons displaced through such cause shall be reinstated in the reverse order in which they were discharged before other help may be employed.

(5) Eight hours shall constitute a day's work and forty hours shall constitute a week's work.

(6) Eight hours shall constitute a night's work and forty hours shall constitute a week's work.

(7) Day work shall be between 7 a.m. and 6 p.m. Night work shall be between 6 p.m. and 7 a.m. For shifts which do not begin and end within the hours specified for day work, not less than the night rate shall be paid.

(8) Unless otherwise specified in this contract all journeymen shall receive not less than \$40.00 per week for day work and not less than \$44.00 per Week for night work.

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No. 1001

(9) The minimum scale for apprentices shall be in proportion to the journeymen's rate for day work and night as follows:

	First Six Months	Second Six Months
First Year	25%	30 %
Second Year	35%	40 %
Third Year	40%	47½ %
Fourth Year	50%	55 %
Fifth Year	60%	65 %
Sixth Year	70%	75 %

(10) Employees covered by this agreement who have held situations for one year or more on April 30, 1946, shall be entitled to one week's vacation with pay between May 1 and September 30, 1946. All employees, regular or extra, who have been employed less than one year shall receive one day's paid vacation for each three months worked.

(11) -----

(12) In event of consolidation or merger, all employees covered by this agreement shall receive severance pay of not less than two week's pay at their regular rates of pay.

(13) -----

(14) All time worked before or in excess of the regular hours established for the day's or night's work or at the end of week's work shall be paid for at the overtime rate, which shall be time and one-half for the first three hours and double time thereafter.

(15) No employee covered by this agreement shall be required or permitted to hold a situation of more than five days or five nights or a combination of days and nights equivalent to five, in one financial week. When any employee is required to work on a regular off day or off night in any financial week he shall be paid at the overtime rates specified in Section 14 above.

(16) The party of the first part agrees to furnish a clean, healthful and sufficiently ventilated, properly heated and lighted place for all work to be performed by members under this contract.

(17) All work performed by day shifts on Sundays or holidays or by night shifts prior to Sundays or holidays will be paid for at double price. The recognized holidays are: New Year's Day, Good Friday, Victoria Day, Dominion Day, Labor Day, Thanksgiving Day and Christmas Day, or days celebrated as such. When no work is performed, straight time will be paid for New Year's Day and Christmas Day.

(18) In no case shall an employee receive pay for less than a full shift except when discharged for cause or excused at his own request.

(19) Apprentices may be employed in the following ratio: For the first two journeymen, one apprentice; for each additional five journeymen, regularly employed, one apprentice. When four apprentices are employed, an additional apprentice for each ten journeymen may be employed.

(20) Before entering the trade as an apprentice, applicant shall be approved by the x apprentice) of the union; he must be at least 16 years of age; he must serve six years at the committee) trade and must subscribe for and complete the course of Lessons in Printing of the International Typographical Union before being admitted to journeyman membership in the union. At the end of the first year, if the foreman and the apprentice committee are satisfied he is competent, the apprentice shall become an apprentice member of the union, at which time he will be enrolled in the course of Lessons in Printing. The employer agrees to provide every reasonable opportunity for the apprentice to learn his trade, and in the final year (but not before) to permit him to learn the operation of typesetting machines in the office (the operation of the Ludlow is permitted at the commencement of the second year). No apprentice shall be employed on overtime work unless the number of journeymen working overtime on the same shift equals the ratio of apprentices prescribed above. No apprentice shall leave the employ of one employer to work in another office without the written consent of the president of the local union.

The date of June 3 1946, specified in the foregoing agreement for the new wage rates is subject to final adjudication by the Quebec Regional War Labor Board.

Montreal Typographical Union, No. 176

Employer

MONITOR PUBLISHING CO LIMITED

Signature illisible
President

Signature illisible
President

James Philip
Secretary

This agreement is approved as being in compliance with the laws of the International Typographical Union and the undersigned, on behalf of the Executive Council of the International Typographical Union, hereby pledges its full authority to the fulfillment thereof.