

AGREEMENTS

BASIC AGREEMENT

between

Toronto Graphic Arts Association, Master Printers and Bookbinders Association of Toronto, and Associated Employers

AND

Toronto Printing Pressmen and Assistants Union No. 10, and International Brotherhood of Bookbinders and Bindery Women, Local No. 28

Dated June 29, 1938

AND

**CERTAIN BASIC PRINCIPLES,
AGREED TO BY ABOVE PARTIES,
JUNE 29, 1938**

AND

**AGREEMENT COVERING DEFINI-
TIONS, HOURS, WAGES, AND
CERTAIN SHOP PRACTICES**

between

Toronto Graphic Arts Association, Master Printers and Bookbinders Association of Toronto, and Associated Employers

AND

Toronto Printing Pressmen and Assistants Union No. 10

EFFECTIVE APRIL 1, 1940

BASIC AGREEMENT

Toronto, Wednesday, June 29th, 1938.

To the end that fruitless controversies be avoided, good feeling and harmonious relations be maintained, and the prosecution of the business in which the parties have a vital interest be assured, without strike, lockout, diminution or interruption of any kind, and having faith that "right makes might" we, the *Employing Printers of Toronto*, represented by: Toronto Graphic Arts Association, The Master Printers and Bookbinders Association of Toronto, and Associated Employers; and the *Printing Trades Employees*, represented by: Toronto Printing Pressmen and Assistants Union No. 10, International Brotherhood of Bookbinders and Bindery Women, Local No. 28, agree to employ the principle of conciliation, as the means of reaching amicable agreement in all matters in the printing trades and business relating to wages and hours of employment of employees, and definitions necessary to schedules related thereto, except as hereinafter provided, in the following manner, for a period of four years, and shall continue in force thereafter unless terminated in writing to the Joint Standing Committee by any signatory giving six months' notice:

There shall, under and pursuant to this agreement, be constituted a Joint Standing Committee, composed of two members appointed by and representing each of the organizations of employees party to this agreement and an equal

number of employers, who shall elect from among their number a Chairman and Vice-Chairman, one of whom shall be a representative of employees and the other a representative of employers, and a secretary.

This Joint Standing Committee shall have jurisdiction over and deal with and decide finally, on all matters in the printing trades and business relating to wages and hours of employment of employees, and definitions necessary to schedules related thereto, except as hereinafter provided, including the making and application of agreements in respect thereof and a decision of a majority of the Committee shall be recognized and accepted by all bodies, organizations, and persons represented by the Committee. After a period of six months from the making of a decision, an application may be made by any of the parties interested to the Committee for a reconsideration and finding thereon. When majority decisions of the Committee are not reached within three months, the point at issue may be referred to a Board of Conciliation by either the employee or employer members of the Committee. The Board of Conciliation shall consist of five persons, two of whom shall be chosen by the employee members of the Joint Standing Committee, two by the employer members of the Committee, and the fifth appointed by these four who shall be Chairman of the Board, and in the event that the employee appointees and the employer appointees are unable to agree upon a fifth person who shall be Chairman, such Chairman shall be selected and appointed by the Lieutenant-Governor in Council of the Province of Ontario. The decision of the Board of Conciliation shall be final and binding

on all parties. Both sides shall bear their own cost in the presentation of their case to the Board, and the costs of the Chairman shall be borne equally by both sides.

The Joint Standing Committee may make rules and regulations for carrying out the administrative work and duties of the Committee. It is further agreed that the Employers will not ask for arbitration in reaching an original agreement in respect to the following:

Minimum wage rate for skilled journeymen Pressmen, and Bookbinders, at less than 75 cents per hour;

Greater number of hours in the work-week than 48;

Overtime at less than time-and-one-half, and night shifts at less than 15% extra pay.

It is further agreed that after the signing of the original working agreement, setting forth hours and wages, the following points shall not be subject to arbitration during the full lifetime of this agreement:

Less than time-and-one-half for overtime.

Less than 15% extra pay for night workers.

No greater hours for a work-week than 48.

Union laws, or rules, governing the conduct or business of their own members, and Union laws or rules not concerned with or affecting hours, wages, shop practices, or working conditions, shall not be subject to arbitration. But, that any other Union laws or rules of the Unions who are party to this agreement, which affect hours, wages, shop practices or working conditions, shall be deemed matters which may properly come before the Joint Standing Committee and the Board of Conciliation as provided for in this

agreement, if a contentious point (affected by such Union laws or rules) arises which cannot be settled by mutual agreement of the negotiating Committees.

SIGNED ON BEHALF OF:

**JOINT CONFERENCE COMMITTEE OF
EMPLOYING PRINTERS AND
BOOKBINDERS OF TORONTO**

Represented by:

Toronto Graphic Arts Association

G. DUDLEY THOMAS W. W. SOUTHAM
DOUG. S. MURRAY R. W. COWAN

**The Master Printers and Bookbinders
Association of Toronto**

F. M. KIMBARK, *Pres.* JOHN ATKINS
D. S. WELD Q. B. HENDERSON

Associated Employers

C. H. DICKINSON

AND

THE PRINTING TRADES EMPLOYEES

Represented by:

**Toronto Printing Pressmen
and Assistants Union No. 10**

ROBT. H. BROWN ROBT. F. WINTER

**International Brotherhood of Bookbinders
and Bindery Women, Local No. 28**

FRANK J. BARRETT E. E. WOOLLON

Wednesday, June 29th, 1938

CERTAIN BASIC PRINCIPLES

MEMORANDUM OF AGREEMENT entered into at the City of Toronto, on the 29th day of June, 1938.

BETWEEN

**The Toronto Graphic Arts Association,
The Master Printers and Bookbinders
Association of Toronto,
and Associated Employers, hereinafter called:
THE EMPLOYERS**

AND

**The Toronto Printing Pressmen and
Assistants Union No. 10
International Brotherhood of Bookbinders
and Bindery Women, Local No. 28,
hereinafter called:
THE EMPLOYEES**

WHEREAS the parties hereto have entered into the agreement herein set forth with reference to basic principles, hours of labour, rates of wages, overtime, and certain shop practices.

NOW, THEREFORE,
THIS AGREEMENT WITNESSETH

(1) The following Basic Principles:

(a) We recognize the right of employers and employees in the same trade to organize for the betterment of their conditions.

(b) We recognize the right of collective bargaining on the part of such organizations.

(c) We accept the principle that no employee nor employer is to be discriminated against in any way for being a member or a non-member of such organizations.

(d) We believe employees are entitled to a minimum wage based on the technical skill required and the value of the service rendered, plus as much more individually as an employee's industry, efficiency and responsibility warrants.

(e) We agree that neither employees nor employers should attempt to limit the production of an individual.

(f) It is agreed that when employees, through old age or other disabilities or inefficiency are unable to earn the current rate of wages that a lower rate of wages may be paid upon mutual agreement between such employee and the employer, subject to ratification by the Joint Standing Committee.

***Unanimously agreed to by the joint
Conference Committee of Employers
and Employees, at a meeting held in
Toronto, the 29th day of June, 1938.***

EXEMPTIONS

Employees, other than cutting-machine operators, engaged in the manufacture of the following, are to be exempt from any of the terms or conditions of this agreement:

Bags—paper or cloth

Bottles—paper

Boxes—corrugated, shipping

Carbon

Celluloid Advertising Specialties

Continuous Forms

Corks—cork or metal crowns

Counter Sales Books

Cups—paper

Envelopes

Games and Toys—except presswork; not to include playing cards

Greeting Cards—except printing press work

Processed Paper—crepe, pressed

Tags—shipping, factory, marking: Christmas and enclosure tags except printing press work

Tape—gummed or ungummed

Tickets—in rolls or strips

Wallpaper—manufacture of

Waxed Papers

AGREEMENT

between Employers and Pressmen and Assistants

EFFECTIVE APRIL 1, 1940

An Agreement, subject to the provisions of a "Basic Agreement" (exhibit "A") dated June 29, 1938, between the Employing Printers of Toronto, represented by: Toronto Graphic Arts Association, The Master Printers and Bookbinders Association of Toronto, and Associated Employers, hereinafter called the "employers"; and the Printing Trades Employees, represented by: Toronto Printing Pressmen and Assistants Union No. 10, hereinafter called the "employees"; in respect to wages and hours, and certain shop practices.

(1) The basic wage for journeymen pressmen shall be 80c per hour, except as hereinafter provided.

(2) The basic work-week shall be 44 hours except as hereinafter provided.

(3) The day shift shall be completed between the hours of 7.00 a.m. and 6.00 p.m. each week day except Saturday, when work shall cease at 12.00 noon, and shall not exceed nine hours in any day.

(4) The night shift shall be completed between the hours of 5.00 p.m. and 7.00 a.m. on Monday, Tuesday, Wednesday, Thursday or Friday nights except when three shifts are worked, and shall not exceed nine hours in any night.

(5) In the event of a shop working three shifts, the hours of the first night shift shall be between 3.00 p.m. and 1.00 a.m.; hours for the second night shift shall be between 11.00 p.m. and 8.00 a.m., and both night shifts shall be paid at the night rate.

(6) The wage rate for any night shift work shall be the day shift rate plus 15%.

(7) Overtime work shall be done in three hours within the first four hours after the regular quitting time of any shift; or on Saturday between the hours of 8.00 a.m. and 12.00 noon, if the basic work-week of 44 hours has been completed in the five days immediately preceding, subject to clause (3). Overtime to be computed on each day's or night's work, at the rate of time and one-half.

(8) Double time shall be paid for work done after any overtime period has been completed, and on Sundays, and on the following legal holidays or any days legally substituted therefor:

New Year's Day	Civic Holiday
Good Friday	Labour Day
May 24	Thanksgiving Day
Dominion Day	Christmas Day

(9) Wages and hours for press employees, and definitions related thereto, shall be as set forth in Schedule "A" appended hereto.

(10) EXCEPTIONS:

To Clause 2—Plants having a standard basic work-week of 48 hours as at June 29, 1939, may continue to work 48 hours per week if they so desire until the 30th of June, 1940, at which time they will automatically reduce the number of hours of the standard work-week in their plants to not more than 46, and further agree not later than December 31, 1940, to reduce the number of hours of the standard work-week in their plants to not more than 44.

(11) It is understood and agreed that the terms and conditions of this agreement are subject to the terms of the Basic Agreement of June 29th, 1938.

(12) It is agreed by employers that the spirit as well as the letter of this agreement be lived up to, and that they will not increase the number of hours of their standard work-week or decrease the hour rates to their employees by reason of any of the clauses contained in this agreement.

(13) It is agreed by the employees that on their part they will observe the spirit as well as the letter of the agreement, and shall give the full number of hours of work as provided for in the terms of this agreement.

(14) It is further agreed that employers will not require employees to work less than four hours in any one day or night, except in cases of emergency due to uncontrollable conditions such as breakages, accidents, fires, etc. The foregoing not to conflict with hours worked on Saturday mornings in shops working a forty-four hour work-week in five and one-half days.

(15) It is agreed by the employee organizations party to this agreement that the employers, who are also party to this agreement and conform to scale of wages and hours and shop practices herein defined, are to be considered as "fair" shops, and entitled to any and all privileges which may accrue therefrom.

(16) This agreement is to become binding on all parties represented by the signatories, and is to cover the City of Toronto and those outlying areas coming under the jurisdiction of the organizations represented.

SCHEDULE A

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 four 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 enough 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 so used only after he has completed three years of his apprenticeship.

A Press Assistant (Feeder) shall mean an assistant to a journeyman, such assistant shall have not less than three years' experience and be capable of assisting in make-ready and operation of a press with or without an automatic feed.

An Apprentice shall mean one who is beginning the trade and does not fully qualify as an assistant, but who is learning with the objective of becoming a press assistant.

A Cylinder Pressman is a pressman in charge of any kind of sheet-fed press or presses taking a sheet larger than 24" x 35".

A Job Pressman is a pressman in charge of any kind of sheet-fed press or presses taking a sheet 24" x 35" or smaller.

SCHEDULE A—Continued

DEFINITION OF PRESSES

Cylinder Presses are defined as having a bed size larger than 24" x 35".

Job Presses are defined as having a bed size 24" x 35" or smaller.

Two-Color Presses are defined as any two-revolution press with two cylinders built to make two impressions in one operation.

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.

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

Gravure Presses are defined as presses which incorporate the Intaglio process as a method of production.

SHOP PRACTICES

COMPLEMENT OF MEN

Cylinder Presses shall be operated as follows:

1 pressman to a press, or *1 pressman and 2 assistants* for every two presses, or *1 pressman and 1 apprentice pressman* to two presses. This must not conflict with the ratio of apprentices.

Job Presses shall be operated as follows:

(a) *1 job pressman* to each press, or *1 job pressman and 1 assistant* for every two presses, or *1 job pressman and 2 assistants* shall operate three job presses taking a sheet larger than 17" x 22".

(b) Job presses taking sheet size 17" x 22" or smaller—*1 job pressman* for one or two presses, or *1 job pressman and 1 assistant* for every two presses as the nature of the work may require.

(c) Hand-fed platen presses taking a sheet 17" x 22" or smaller, may be operated by *apprentice* under the supervision of a *pressman*.

Two-Color Presses shall be operated as follows:

1 pressman, 1 assistant.

Where the maximum sheet size is not over 32" x 45½" with automatic feeder:

One press—*1 pressman, 1 assistant* or

Two presses—*2 pressmen and 1 or 2 assistants*, as the nature of the work may require.

Multiple Color Presses shall be operated as follows:

1st pressman, 2nd pressman, and 1 assistant.

ROTARY PRESSES

Single Deck or Single Web

- (a) Press capable of doing only cheap work, consisting of type matter, line and coarse screen cuts: *1 pressman, 1 assistant (optional).*
- (a-2) Two adjacent presses of this type may be operated with *1 pressman and 2 assistants.*
- (b) Press capable of doing catalogue or magazine work, printing one colour two sides or two colours one side and one colour reverse side: *1 pressman, 1 assistant, 2 pressmen (optional).*

Double Deck or Two Webs or More

- (c) Press capable of doing catalogue or magazine work printing one colour two sides: *1st pressman, 2nd pressman, 1 assistant.*
- (d) Press capable of doing catalogue or magazine work, printing both sides of sheet in two colours, and delivering the sheets flat: *1 pressman, 1 second pressman or 1 apprentice pressman, 1 assistant.*
- (e) Press capable of doing catalogue or magazine work, printing two colours one side and one colour reverse side, or two colours two sides: *1st pressman, 2nd pressman, 1 assistant.*

Sheet-Fed Rotaries

- (f) Press capable of printing two colours one side of sheet, having one automatic feeder: *1 pressman, 1 assistant.*
- (g) U.P.M. or similar types of presses having two automatic feeders: *1 pressman, 1 assistant, 1 apprentice pressman.*
- (h) **Duplex Presses:** *1 pressman, 1 assistant.*
- (i) **Perfecting Presses:** *1 pressman, 1 assistant.*

RATIOS

Apprentices: Ratio of apprentices shall be one to every four journeymen pressmen and apprentice pressmen, regularly employed or major fraction thereof.

Regardless of above, every shop may employ one apprentice, if a journeyman pressman is regularly employed.

Ratio of apprentice pressmen shall be one to every four pressmen regularly employed or major fraction thereof.

Regardless of above, every shop may employ one apprentice pressman, if a journeyman pressman is regularly employed.

SCALES

	Per Hour
Journeymen Pressmen . . . . .	.80
Press Assistants (Feeders) . . . . .	.62.5

Apprentices:

1st year

1st 6 months . . . . .	.20
2nd 6 months . . . . .	.22

2nd year

1st 6 months . . . . .	.24
2nd 6 months . . . . .	.26

3rd year

1st 6 months . . . . .	.28
2nd 6 months . . . . .	.30

4th year

1st 6 months . . . . .	.35
2nd 6 months . . . . .	.40

5th year

1st 6 months . . . . .	.45
2nd 6 months . . . . .	.50

SCALES—Continued

Apprentice Pressmen:		Per Hour
1st year		
1st 6 months . . . . .		.62.5
2nd 6 months . . . . .		.63.6
2nd year		
1st 6 months . . . . .		.64.7
2nd 6 months . . . . .		.65.8
3rd year		
1st 6 months . . . . .		.66.9
2nd 6 months68
4th year70

DIFFERENTIAL TO SCALE

Two-color cylinder pressmen84	8
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ROTARY PRESSES

Single Deck or Single Web:

(a) Pressman80
Press Assistant62½
(b) 1st Pressman	
2nd Pressman (optional)	
Press Assistant	

Double Deck or two webs or more:

(c) 1st Pressman	
2nd Pressman	
Press Assistant	
(d) 1st Pressman	
2nd Pressman . . . . .	.80
or Apprentice Pressman at A.P. Scale	
Press Assistant . . . . .	.62½

SCALES—Continued

	Per Hour
(e) 1st Pressman	
2nd Pressman	
Press Assistant	
(f) Pressman .....	.84
Press Assistant .....	.62½
(g) Pressman	
Apprentice Pressman	
(h) Pressman .....	.80
Press Assistant .....	.62½
(i) Pressman .....	.80
Press Assistant .....	.62½

JOB PRESSES

Complement of Men and Scales

I. <i>Job Pressmen</i> .....	.75 7
II. <i>Apprentice Pressmen</i> .....	.70 to .62½'
III. <i>Press Assistant—“Feeder”</i> ...	.62½ to .50
IV. <i>Apprentice</i> .....	.50 to .20

Job Presses to be operated, as the nature of the work may require, as follows:

- (a) Taking a sheet larger than 17" x 22" and up to 24" x 35", as the nature of the work may require:

1 job pressman to each press, **or**

1 job pressman and *1 apprentice pressman* for 2 presses, **or**

1 job pressman and *1 apprentice pressman* and *1 apprentice* for 3 job presses.

- (b) Job presses taking a sheet 17" x 22" or smaller

SCALES—Continued

*1 job pressman for 1 or 2 presses, or
1 job pressman and 1 feeder for 3 presses, or
2 apprentice pressmen for 3 presses, or
1 job pressman and 2 apprentices for 3 presses
(one or more of which is a platen).*

- (c) Hand-fed platen presses, taking a sheet 17" x 22" or smaller; may be operated by apprentices under the supervision of a pressman.
- (d) 1. Regardless of above, every shop may employ one apprentice if a job pressman is regularly employed.
2. Regardless of above, every shop may employ 1 apprentice pressman if a job pressman is regularly employed.

PRESS SIZES

Larger than 17" x 22"

Centurion.....	22	x 32½
No. 2 Kelly.....	24	x 35
Miehle Horizontal.....	22	x 28
Miller Simplex.....	20	x 26
No. 1 Kelly Automatic.....	22	x 28
Heidelberg Automatic.....	19	x 25
Colts Armory (Hand Fed).....	14¼	x 24 ⁷ / ₁₆
The Laureate (Hand Fed).....	14¼	x 24 ⁷ / ₁₆

17" x 22" or Smaller

A.T.F.....	17	x 22
Kelly B.....	17	x 22
Kelly Clipper.....	14	x 20½
Miehle Vertical.....	14	x 20
Style A. Kelly.....	13½	x 20
Miller High Speed.....	13	x 20
Kelly Automatic Jobber.....	13	x 20
6 Kluge in this class.....		
10 Chandler & Price in this class....		
2 Heidelberg in this class.....		

SIGNATORIES

Signed on behalf of the

JOINT STANDING COMMITTEE

representing the Employers and the Employees:

TORONTO GRAPHIC ARTS ASSOCIATION

G. DUDLEY THOMAS, Chairman

H. E. SAUNDERS

**THE MASTER PRINTERS AND BOOK-
BINDERS ASSOCIATION OF TORONTO**

C. H. DICKINSON

D. S. WELD

**TORONTO PRINTING PRESSMEN AND
ASSISTANTS UNION NO. 10**

ROBERT H. BROWN

ROBERT F. WINTER

SIGNATORIES—Continued

Confirmed and accepted by the other
**EMPLOYER MEMBERS OF
THE JOINT CONFERENCE COMMITTEE
TORONTO GRAPHIC ARTS ASSOCIATION**

R. W. COWAN

DOUGLAS MURRAY

**MASTER PRINTERS AND BOOK-
BINDERS ASSOCIATION OF TORONTO**

Q. B. HENDERSON

F. M. KIMBARK

H. V. TYRRELL

JOHN ATKINS, *Secretary*