

S-1070 CAN. LINSEED OIL MILLS -

1948-49



48.49
S.1070

MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

QUÉBEC, ce 25 avril 1949.

MEMO destiné à La Commission de Relations ouvrières,
286, rue St-Joseph,
QUÉBEC.

Sujet: Convention collective entre Canada Linseed Oil Mills
Limited, Montréal, et Dominion Linoleum Employees' Association.

Monsieur,

Conformément aux prescriptions du deuxième para-
graphe de l'article 19-A de la Loi des Relations ouvrières (S.R.Q.,
chapitre 162-A et amendements), je vous inclus, pour dépôt,
deux copies certifiées de cette convention datée du 6 janvier
1949 et déposée au ministère du Travail le 12 jan-
vier 1949 en exécution de la Loi des Syndicats profession-
nels (S.R.Q., 1941, chapitre 162 et amendements), sous le nu-
méro 1070.

Sincèrement à vous,

L'Assistant-Sous-Ministre

Donat Quimper

H-14



COMMISSION DE RELATIONS OUVRIERES DE LA PROVINCE DE QUEBEC.

LABOUR RELATIONS BOARD OF THE PROVINCE OF QUEBEC

JUGE EUDORE BOIVIN.
PRESIDENT.

PIERRE-A. GOSSELIN.
MEMBRE.

BRUNAY BRAIS.
MEMBRE.

286, RUE ST-JOSEPH.
QUEBEC.

4 EST, RUE NOTRE-DAME
MONTREAL.

A

Québec le 27 avril 1949



Monsieur Gérard Tremblay,
Sous-ministre du Travail,
Hôtel du Gouvernement,
Québec, P.Q.

RE:- Canada Linseed Oil Mills Limited, Montreal
&
Dominion Linoleum Employees' Association

Monsieur le sous-ministre,

J'accuse réception de votre lettre
du 25 avril 1949, accompagnée pour dépôt
de deux copies certifiées d'une convention de travail,
en date du 6 janvier 1949, intervenue entre
les parties ci-dessus mentionnées et déposée au minis-
tère du Travail, le 12 janvier 1949
sous le numéro 1070

mp/

Bien à vous,

P. E. Bernier

Le secrétaire,

P. E. Bernier, L.L.L



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 19 janvier 1949.

MEMO destiné à La Commission de Relations ouvrières,
286, rue St-Joseph,
Québec.

Sujet: Convention collective entre Canada Linseed Oil Mills,
Ltd. Montreal et l'Association des employés de Dominion
Linoleum.

Je vous inclus une copie du certificat constatant le dépôt
de cette convention collective enregistrée au ministère du Travail
en exécution de la Loi des Syndicats professionnels (S.R.Q., 1941,
chapitre 162 et amendements), le 12 janvier 1949 sous le numéro

1070.

Sincèrement à vous,

Le sous-ministre

gc.



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, 19 janvier 1949.

Mr. Ken B. Robertson, Vice-President,
Canada Linseed Oil Mills, Ltd.,
2215 Notre-Dame, St. East,
Montreal.

Dear Sir,

Enclosed please find a certificate of the deposit made with the Department of Labour on **January, 12, 1949**, under Number **1070** of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between

**Canada Linseed Oil Mills, Ltd., Montréal and Dominion
Linoleum Employees' Association.**

The labour association party to the above mentioned agreement having been certified on **September, 23th, 1948** as bargaining agent by the Quebec Labour Relations Board, the deposit of such agreement with the Department of Labour has also the effect of the deposit contemplated in the Labour Relations Act (R.S.Q., 1941, Chapter 162-A and amendments).

Sincerely yours,

Deputy Minister.

Gérard Tremblay,
gc.



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 19 janvier 1949.

Monsieur Oscar Lavigne, secrétaire,
L'Association des employés de Dominion Linoleum,
2200 est, rue Ste-Catherine,
Montréal.

Cher monsieur,

Je vous inclus un certificat constatant le
dépôt fait au ministère du Travail, le 12 janvier 1949
sous le numéro 1070, de la convention collective conclue
sous la Loi des Syndicats professionnels (S.R.Q., 1941,
chapitre 162 et amendements) intervenue entre

Canada Linseed Oil Mills, Ltd. Montréal, et l'Association des
employés de Dominion Linoleum.

La partie ouvrière ayant été reconnue le 23 sep-
tembre 1948 comme agent négociateur par la Commission de
Relations ouvrières de Québec, le dépôt de cette convention
au ministère du Travail a aussi les effets du dépôt exigé
par la Loi des Relations ouvrières (S.R.Q., 1941, chapitre
162-A et amendements).

Veuillez agréer l'expression de mes meilleurs
sentiments.

Le Sous-Ministre

Gérard Tremblay,
gc.



Loi des Syndicats Professionnels
(S.R.Q., 1941, chapitre 162 et amendements)

Professional Syndicates Act
(R.S.Q., 1941, Chapter 162 and amendments)

CERTIFICAT DE DÉPÔT D'UNE CONVENTION COLLECTIVE
CERTIFICATE OF DEPOSIT OF A COLLECTIVE AGREEMENT

Número
Number **1070**

Les présentes établissent que le
It is hereby certified that on the

jour du mois de **janvier**
day of the month of

douzième
mil neuf cent quarante-
nineteen hundred and forty-nine

le ministère du Travail a reçu de
the Department of Labour has received from

Monsieur Oscar Lavigne, secrétaire,
Association des employés de Dominion Linoleum,
2200 est, rue Ste-Catherine, Montréal.

la convention mentionnée ci-après, laquelle a été déposée sous le numéro
the hereinafter mentioned agreement, which has been deposited under Number **1070**

savoir:
to wit:

Une convention collective en date du **6 janvier 1949.**
A collective agreement under date of

intervenue entre:
between: **Canada Linseed Oil Mills Limited, Montréal, et Dominion Linoleum**
Employees' Association. En vigueur pour un (1) an à compter du
17 janvier 1949. Renouvellement automatique.

Donné en l'Hôtel du Gouvernement, en la cité de Québec,
Given in the Government House, in the City of Québec,

Sceau - Seal

ce **dix-neuvième** jour du mois de
this **janvier** *day of the month of*
mil neuf cent quarante-
nineteen hundred and forty-nine **neuf,**

.....
Sous-ministre

.....
Deputy Minister

CONVENTIONS COLLECTIVES		
VISA DE	Date	Par
Estampille	✓	21.
Signature	✓	
Incorporation	1-2-44	
Reçu de l'Arche	28-9-48	ME
Numéro	1070	
Formule	H-2	



Quebec, January 11th, 1949.

Mr. Oscar Lavigne, Secretary,
2200 St. Catherine St., East,
Montreal. Que.

RE: Canada Linseed Oil Mills Limited, Ltd.
&
Dominion Linoleum Employees' Association.

Dear Sir:-

Section 23 of the Professional Syndicates Act, by virtue of which the above mentioned Association seems to be incorporated stipulates that any Collective Labour Agreement must be deposited by one of the signatory parties with the Minister of Labour.

Then Section 19-A of the Labour Relations Act, mentions that such deposit shall dispense the parties, from the transmission contemplated in Section 19 of that Law.

Therefore, we have sent to the Minister of Labour, the Collective Labour Agreement which you sent with your letter of January 7th, 1949 concerning the above noted matter.

Yours very truly,

Secretary.

mp/

Montreal January 7th, 1949.

Labour Relations Board,
Province of Quebec
286 St Joseph St.
Quebec. Que.

RE: The Canada Linseed Oil Mills Ltd.,
of Montreal
&
Dominion Linoleum Employees' Ass'n.

Dear Sir:-

Enclosed two copies of the Labour Collective Agreement duly signed between and by the two interested parties mentioned above.

Hoping that this meets the requirements of the Board, we remain,

Yours very truly,

Dominion Linoleum
Employees' Association.

Oscar Lavigne
Secretary.

mp/



AGREEMENT BETWEEN:

CANADA LINSEED OIL MILLS LIMITED, MONTREAL

and

DOMINION LINOLEUM EMPLOYEES' ASSOCIATION

*Inf. Maranda
Inc. 1/2/44*

Parties to this agreement shall be:

Canada Linseed Oil Mills Limited, Montreal, hereinafter referred to as the "Company".

OF THE FIRST PART

AND:

Dominion Linoleum Employees' Association, incorporated under the Professional Syndicate Act, R.S.Q. 1941, Chapter 162, hereinafter referred to as the "Association", represented by the duly elected Central Committee of employees, hereinafter referred to as the "Central Committee".

OF THE SECOND PART

ARTICLE I
GENERAL

- (1) The purpose of this Agreement is to maintain the existing harmonious relationship between the Company and its employees and to provide an amicable method of settling any differences or grievances which might possibly arise.
- (2) The Company recognizes the Association as the sole collective bargaining agency for all regular employees with respect to wages, hours, terms and conditions of employment during the life of this Agreement.
- (3) This Agreement shall, however, not apply to:
- Executive Officers,
 - Superintendents, Foremen and Assistant Foremen,
 - Office Staff,
 - Employees covered by a decree under the Collective Agreement Act. (R.S.Q., 1941, C. 163)
 - Enginemen and Firemen.
- (4) The following privileges enjoyed by the employees shall be continued during the life of this Agreement:
- Present Canada Saving Bonds Plan, subject to any future issues and also to approval by the Board of Directors,
 - Vacation with Pay,
 - Statutory Holidays with Pay,
 - Life, Accident and Sickness Group Insurance, partly contributed to by the Company,
 - Ten (10) Minutes Rest Period during the morning and the afternoon,
 - Pension Plan,
 - Annuity Plan,
 - Quarter Century Club.
- (5) The Association recognizes the undisputed right of the Company to operate and manage its business in all respects in accordance with its commitments and its responsibilities.

GENERAL (Continued)

- (6) No worker shall be laid off, disciplined or discharged without cause. Some causes for dismissal:
- (a) Bringing intoxicants into or consuming intoxicants in the Plant;
 - (b) Smoking in prohibited areas;
 - (c) Theft;
 - (d) Punching another employee's time;
 - (e) Refusal to do assigned work or obey orders;
 - (f) Gambling on Company premises;
 - (g) Disorderly or immoral conduct on Company premises;
 - (h) Wilfully damaging Company property;
 - (i) Deliberate violation of Safety Rules;
 - (j) Insubordination;
 - (k) Repeated lateness or absence after warning.
- (7) A worker leaving the Company service shall be furnished with a certificate of discharge by the Company, upon demand, and such certificate shall show length of service and capacity in which employed. This certificate shall be available to the worker within reasonable time of his leaving the service.
- (8) The Company shall continue to make reasonable provision for the safety and health of the workers during the hours of their employment. The Company shall also continue to afford the best possible ventilation and lighting in the factory in general, and cause strict attention to be paid to sanitation and cleanliness. Employees will cooperate in respect to sanitation and cleanliness.
- (9) Probationary employees are those with less than six (6) months of service.
- (10) Everything contained in these presents shall be subject to any Dominion of Canada and/or Province of Quebec regulations which have been or may be promulgated during the life of this Agreement.

GENERAL (Continued)

(11) The Company extends to the Association the privilege of using bulletin boards in the Plant of the Company, to be prepared and located by the Company, provided and it is agreed that the use by the Association of such bulletin boards shall be restricted to the posting thereon only of such notices as shall have received the prior approval of the Personnel Manager or his nominee, which approval shall not be unreasonably withheld and which notices shall also be restricted to those of the following types:

Notices of Association Elections, appointments and results of Elections.

Notices of Association meetings.

Notices of Association social affairs.

Any improper use of the foregoing provisions shall be cause for the discontinuance of this privilege.

(12) Members of the executive committee, Central Committee men and Shop Stewards shall be allowed a reasonable amount of time to carry on Association Affairs. Each will obtain permission of his Department Head and record his time of leaving the department, and also record his time of return. It will be the duty of the Department Head to keep a record of the time spent by these employees on Association business.

(13) No employee eligible to become a member of the Association may lay claim to the services of the Association unless said employee is a member in good standing with the Association.

ARTICLE II

STANDARD WORKING HOURS

(1) The normal working week shall be one of forty-eight (48) hours and may be revised if conditions so warrant. The starting and stopping time will be arranged by the Company.

(2) Wherever possible and conditions permitting, the Company shall endeavour to obtain the normal week's production in 5 days.

(3) Late starting shall be penalized to the amount of fifteen (15) minutes for lateness in excess of three (3) minutes, that is, for lateness from three (3) to fifteen (15) minutes, the penalty will be fifteen (15) minutes; from sixteen (16) to thirty (30) minutes, one-half ($\frac{1}{2}$) hour, etc.

(4) Abuse of the privilege granted in Section 3 will call for severe penalties.

(5) (a) Overtime will be paid at the rate of time-and-one-half after forty-eight (48) hours have been worked in any one week or ten (10) hours in any one day.

(b) Overtime at the rate of time-and-one-half will also be paid on Sundays and the following Holidays: New Year's Day, Good Friday, St. Jean Baptiste Day, Dominion Day, Labour Day, Thanksgiving Day, and Christmas Day.

(c) The present overtime provisions apply to all employees covered by the present Agreement excepting watchmen.

ARTICLE III

WAGES

(1) Wage rates shall be paid to employees covered by the present Agreement as per schedule in Appendix "A".

(2) An employee hired as a Probationary beginner shall be so classified for a period of three (3) months from date of his employment and at the end of that time shall either be classified as a probationer and wages adjusted accordingly or discharged.

At the completion of six (6) months' service from the date of his employment he shall be classified as a regular employee or discharged.

(3) Wages actually paid which are higher than the minimum wage rates established by the present Agreement, as amended, cannot be reduced for those entitled to said higher wages, by the fact of the coming into force of the present Collective Labour Agreement.

(4) Inequalities in individual wage rates, should they occur, may be brought to the attention of the Company by the use of the regular "Grievance Procedure" (Article VI) and if any adjustment is granted it shall be made retroactive to the date that the grievance was filed.

(5) Inequalities in individual wage rates, should they occur because of the necessity of changing employees from one type of work to another, shall be adjusted as soon as possible after the change takes place.

(6) A Lead Hand (i.e. an employee given charge of the work of a group of employees) shall be entitled to a wage rate which is a minimum of five (5) cents an hour greater than that of any employee in the group over which he or she has charge.

(7) It is recognized that certain operations are performed where it is necessary to employ a Lead Hand, usually in charge of a different operation, as a member of a group of employees in the charge of another Lead Hand.

This practice shall not be considered as a violation of Section (5) of this article.

(8) Name of Department Head, Foreman, Assistant Foreman and Lead Hands shall be posted on Department Notice Boards, so that there can be no question as to the responsibility for all employees.

(9) Employees shall be paid on Company time except under conditions beyond the Company's control.

(10) Deductions from wages, except those required by law, shall be made only upon written authority of the worker.

(11) Check-off of Fees

On the written authorization of an employee, the Company will deduct from his wages the sum of \$0.50 for monthly fees and will remit to the Treasurer of the Association the full amount so collected before the 15th of each month.

ARTICLE IV

(1) The Company agrees, that in cases of equally qualified employees, on all occasions where, due to lack of work a lay-off of employees is necessary, and in cases of regrading, seniority shall be given the fullest consideration.

(2) The seniority of employees accepted for service in His Majesty's Forces or transferred to another industry in accordance with the existing laws of the Dominion of Canada or any amending legislation shall be respected in conformity with such laws and amending legislation.

ARTICLE VVACATION AND STATUTORY HOLIDAYS WITH PAY

- (1) Holiday Period will cover the twelve (12) months from May 1st to April 30th.
- (2) One Week's holiday with pay (forty-eight hours at basic rate) shall be granted to all employees who have worked continuously for the Company for one year previous to May 1st.
- (3) After five (5) years continuous service, employees shall be granted two weeks holiday with pay.
- (4) Members of the Quarter Century Club (employees with over twenty-five years' service) shall be granted 3 weeks holiday with pay.
- (5) The Company reserves the right to specify the period in which the third week will be granted, with consideration to the production requirements.
- (6) Employees who have been continuously employed but with less than one year's service at May 1st, shall be granted vacation on the basis of one-half day (4 hours pay at basic rate) for each complete month of service.
- (7) Any employee, with less than one year's continuous service, who voluntarily quits or is discharged before or after May 1st shall not be entitled to any vacation or payment in lieu thereof.
- (8) Vacation pay will not be paid for vacation not taken.
- (9) (a) Employees shall be paid for the following statutory Holidays at the basic rate of the employee and on the basis of eight (8) hours per day: New Year's Day, Good Friday, St. Jean Baptiste, Dominion Day, Labour Day, Thanksgiving Day, and Christmas Day, provided, however, they work as required by their department Head on the working day before and the working day after said Statutory Holiday, sickness excusable only when attested by a physician's certificate.
- (b) Provided that the payment of Statutory Holidays will be extended only to employees having at least three (3) months of continuous service.
- (10) In case the annual vacation period of an employee includes one of the paid officially observed statutory holidays, the statutory holiday shall be paid at double the normal rate of the employee.
- (11) Vacation pay may be drawn prior to the commencement of the vacation.

ARTICLE VI
GRIEVANCE PROCEDURE

No grievance shall be considered which usurps the function of the Management of the Company, as defined in this agreement, and all grievances shall be dealt with and disposed of as hereinafter provided.

(1) Any grievance or matter in dispute, whether affecting one or more employees, shall be discussed first by the employee or employees concerned with the foreman. If for any reason an employee so desires, he may request his Shop Steward to accompany him.

(2) Failing a satisfactory reply from his foreman within twenty-four (24) hours, the employee, alone or accompanied by his Shop Steward, may take the matter to his Department Head. It shall be the duty of the Department Head to investigate and keep a record in writing of each case submitted to him, including statements of both employee and foreman, the proposed solution and whether it was satisfactory. This record shall be signed by the Department Head and initialed by the Employee and also by the Shop Steward, if he accompanied the employee.

(3) If the solution proposed by the Department Head is not satisfactory to the employee, he may ask his Shop Steward to lay the matter in writing before the Central Committee.

(4) If the Central Committee is unable to adjust the matter to the satisfaction of the employee, the Committee may request a meeting of the Negotiating Committee to consider the grievance.

ARTICLE VII
NEGOTIATING COMMITTEE

(1) The Association and the Company shall each appoint three (3) Committee men, who shall be employees of the Company or of Dominion Oilcloth & Linoleum Company Limited, with seniority status, with at least three (3) years' service with the Companies, to form the Plant Negotiating Committee.

(a) provided and it is agreed, that both parties will appoint at least one member who is an employee of the Company.

(2) The members of the Negotiating Committee may be changed from time to time by the parties concerned, but whenever possible, they shall not be changed until a decision has been reached on any particular subject.

(3) Differences between the Central Committee and the Company as to the meaning and application of the Provisions of the Agreement, as well as any grievance or matter in dispute not settled under the regular grievance procedure, may be referred to the Negotiating Committee. Meeting may be called by either party.

(4) Matters to be discussed at any such conference shall be listed in an agenda to be supplied by the party requesting the conference to the other party not less than forty-eight (48) hours before the time for which the conference is arranged.

(5) Should the Negotiating Committee not be able to reach a decision, they shall select a seventh person to act as chairman. The decision of a majority of the Committee thus formed shall be final and binding on both parties to the agreement. In the event of failure to agree upon a seventh person, the parties bind themselves to have recourse to conciliation or arbitration under the Quebec Trade Disputes Act, R.S.Q. 91, Chapter 167.

(6) There shall be no lock-out, strike, slowdown or stoppage of work unless or until all the methods for disposing of grievances as outlined in Article VI have been applied, and before fifteen (15) days after final decision of the appropriate Statutory Boards.

(7) Any difference in interpretation of this agreement arising between the French and English texts shall be settled on the basis of the English version.

This Agreement shall take effect as of the day of JAN 17 1949, and shall remain in full force and effect for the period of one year from that date and thereafter shall be renewed automatically from year to year, provided that either party may give to the other party written notice of its intention to terminate or seek amendment to this Agreement within a delay which shall not be more than sixty(60) days nor less than thirty (30) days prior to the expiration of each period.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the17..... day of January....., 1949.

CANADA LINSEED OIL MILLS LIMITED, MONTREAL.

Robert D. Gault
.....
President

(Witness).....*D. B. Gault*.....
Vice-President

DOMINION LINOLEUM EMPLOYEES' ASSOCIATION....

Dennis Kern
.....
President

(Witness).....*John Smith*.....
Vice-President

Oscar Lavigne
.....
secretary

APPENDIX "A"

ARTICLE III

W A G E S

(1) Schedule of Rates.

(a) Production Employees		
Under 18 Years	.45¢	.67¢
Class "C"	.68	.78
Class "B"	.79	.94
Class "A"	.95	1.15
(b) Female Employees		
Class "C"	.41	.57
Class "B"	.58	.69
Class "A"	.70	.80
(c) Maintenance Men		
Under 18 Years	.45	.67
Class "C"	.68	.83
Class "B"	.84	1.04
Class "A"	1.05	1.30
(d) Watchmen and other employees		
Minimum starting rate	.45	

CANADA LINSEED OIL MILLS LIMITED, MONTREAL

[Signature]

.....
President

(Witness).....

[Signature]
.....
Vice-President

DOMINION LINOLEUM EMPLOYEES' ASSOCIATION

[Signature]
.....
President

(Witness).....

[Signature]
.....
Vice-President
[Signature]
.....
Secretary

Montreal, JAN 6 1949, 19..