

S-1043

CAN. TERRAZZO & MOSAIC CON-
TRACTORS. —

1948-49



48.49

S. 1043

MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

QUÉBEC, ce 5 février 1949.

MEMO destiné à La Commission du Salaire Minimum,
286, rue St-Joseph,
QUÉBEC.

Sujet: Convention collective entre The Canadian Terrazo and Mosaic Contractors' Association (section de Montréal) et l'Association des Ouvriers de l'industrie de marbre, tuile et terrazo, Inc.

Monsieur,

Je vous inclus une copie de cette convention conclue sous la Loi des Syndicats Professionnels, (S.R.Q., 1941, chapitre 162 et amendements), datée du 1er septembre 1948t déposée au ministère du Travail sous le numéro 1043.

Sincèrement à vous,

Le sous-ministre,

H-15

T-1174



48-49
S.1043

REF _____

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 9 février 1949

Montréal

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



RE:-The Canadian Terrazzo and Mosaic Contractors' Association (Section de Montréal) & L'Association des Ouvriers de l'Industrie de Marbre, tuile et terrazzo, Inc.,

Monsieur le sous-ministre,

J'accuse réception de votre lettre du 5 février 1949, accompagnée pour dépôt de deux copies certifiées d'une convention de travail, en date du 1er septembre 1948, intervenue entre les parties ci-dessus mentionnées et déposée au ministère du Travail, le 18 décembre 1948 sous le numéro 1043.

mp/

Bien à vous,

Alfred Bisson
Le secrétaire,

P. E. Bernier, L.L.L

- 1461- Canadian Terrazzo & Marble Co. Ltd.
- 1469- Pasteris Brothers
- 1467- Terrazzo Mosaic & Tile Co.
- 1471- Modern Tile & Terrazzo
- 1474- Paul Ovide Le page
- 1475- Jean Capra Enrg.
- 1472- United Tile Work Co.
- 1468- Attitio Stagnars
- 1466- A. Zambon & Son Co.
- 2504- New System Terrazzo & Tile Co.
- 2503- John Vacchino Tile
- 2502- Art Flbering Co.
- 2500- Hifferman Tile Ltd.
- 3032- Genereux Frères
- 3033- G.B. Clot
- 3034- Art Terrazzo Co.
- 3035- Colin Mc Gregor
- 3036- Mel Tile.

mp/



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

QUÉBEC, ce 5 février 1949.

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

Sujet: Convention collective entre The Canadian
Terrazo and Mosaic Contractors' Association (section
de Montréal) et l'Association des Ouvriers de l'in-
dustrie de marbre, tuile et terrazo, Inc.

Monsieur,

Conformément aux prescriptions du deuxième paragraphe 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 1er septembre 1948 et déposée au ministère du Travail le 18 décembre 1948 en exécution de la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements) sous le numéro 1043.

Sincèrement à vous,

Le sous-ministre,

H-14

T-1175



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce

7 janvier 1949.

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

Sujet: Convention collective entre

**The Canadian Terrace
and Mosaic Contractors' Association (section de Montréal)
et l'Ass'n des Ouvriers de l'industrie de marbre, tuile et**

Je vous inc~~terasse, que~~ 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 18 décembre 1948 sous le numéro

1043.

Sincèrement à vous,

Le sous-ministre

gq.



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, 7 janvier 1949.

The Canadian Terrazo & Mosaic Contractors' Association,
(Section de Montréal)
c/o The President,
159, Craig, St., West,
Montreal.

Dear Sir,

Enclosed please find a certificate of the deposit made with the Department of Labour on **December 18, 1948** under Number **1043** of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between

The Canadian Terrazo & Mosaic Contractors' Association
(Montreal Section) and l'Association des Ouvriers de
l'industrie de marbre, tuile et terrazo, Inc.

The labour association party to the above mentioned agreement having been certified on **August 26, 1946** 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,

Gérard Trambly,
gc.

Deputy Minister.



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 7 janvier 1949.

Me Guy M. Desaulniers, avocat,
159 ouest, rue Craig,
Montréal.

Cher monsieur,

Je vous inclus un certificat constatant le dépôt fait au ministère du Travail, le 18 décembre 1948 sous le numéro 1043, de la convention collective conclue sous la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements) intervenue entre

The Canadian Terrazo & Mosaic Contractors' Association (section de Montréal) et l'Association des Ouvriers de l'industrie de marbre, tuile et terrazo, Inc.

La partie ouvrière ayant été reconnue le 26 août 1946 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,
gs.



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 7 janvier 1949.

Monsieur G. Perrault, secrétaire,
L'Association des Ouvriers de l'industrie de
marbre, tuile et terrazo, Inc.,
7950, rue St-Dominique,
Montréal.

Cher monsieur,

Je vous inclus un certificat constatant le
dépôt fait au ministère du Travail, le 18 décembre 1943
sous le numéro 1043, de la convention collective conclue
sous la Loi des Syndicats professionnels (S.R.Q., 1941,
chapitre 162 et amendements) intervenue entre

The Canadian Terrazo & Mosaic Contractors' Association
(section de Montréal) et l'Association des Ouvriers de
l'industrie de marbre, tuile et terrazo, Inc.

La partie ouvrière ayant été reconnue le 26
août 1946 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,
g^c.

GUY MERRILL DESAULNIERS
AVOCAT-BARRISTER



TÉL. HARBOUR 3153
ÉDIFICE MONTREAL TRAMWAY, ch. 601
159 OUEST, RUE CRAIG



MONTRÉAL, le 4 décembre

Ministère du Travail,
Att: Monsieur Donat Quinper,
Hôtel du Gouvernement,
Québec, P.Q.

CONVENTIONS COLLECTIVES		re:
VISA DE	Date	Par
Estampille	✓	20.
Signatures	✓	
Incorporation	9-7-41	
Reconnaissance	26-8-46	
Numerotage	1043	
Formule	H-2	

THE CANADIAN TERRAZZO AND MOSAIC CONTRACTORS' ASSOCIATION (section de Montréal)
CANADIAN TERRAZZO & MARBLE CO LTD. PASTERIS BROTHERS. TERRAZZO MOSAIC & TILE CO. MODERN TILE & TERRAZZO. PAUL OVIDE LEPAGE. JEAN CAPRA ENRC. UNITED TILE WORK CO. ATTILIO STAGNARO. A. ZAMBON & SON CO. NEW-SYSTEM TERRAZZO & TILE CO. JOHN VACCHINO TILE. ART FLOORING CO. HEFFERMAN TILE LTD. GENE-REUX FRERES. G.B. CIOT. ART TERRAZZO CO. COLIN MCGREGOR. MODEL TILE.

et

L'ASSOCIATION DES OUVRIERS DE L'INDUSTRIE DE
MARBRE TUILE ET TERRAZO INC.

Cher Monsieur,

Pour faire suite aux lettres, aux télégrammes, et à l'entretien que j'ai eu avec vous, je vous fais parvenir une copie d'un contrat qui a été signé par les parties ci-haut mentionnées.

Nous vous demandons de bien vouloir accepter cette copie conformément aux dispositions de la loi des Relations Ouvrières et de la loi des Syndicats Professionnels.

Auriez-vous l'obligeance d'accuser réception de la présente.

Votre tout dévoué,

GMD/jt

Guy M. Desaulniers

COLLECTIVE LABOUR AGREEMENT

entre

THE CANADIAN TERRAZZO AND MOSAIC CONTRACTORS' ASSOCIATION (section de Montréal) CANADIAN TERRAZZO & MARBLE CO LTD, PASTERIS BROTHERS, TERRAZZO MOSAIC & TILE CO. MODERN TILE & TERRAZZO, PAUL OVIDE LEPAGE, JEAN CEFRA ENRG, UNITED TILE WORK CO., MITILIO STAGNARO, A. ZAMBON & SON CO., NEW-SYSTEM TERRAZZO & TILE CO., JOHN VACCHINO TILE, ART FLOORING CO., HEFFERMAN TILE LTD, GENEVEUX FRERES, G.B. CIOT, ART. TERRAZZO CO., COLIN MC GREGOR, MODEL TILE.

Parties de première part

et

L'ASSOCIATION DES OUVRIERS DE L'INDUSTRIE DE MARBRE TUILLE ET TERRAZZO INC.

Partie de seconde part

The parties signing the present agreement have agreed between them the following:

ARTICLE 1

In accordance with the law of labour relations, the party of the first part acknowledge the party of second part as negotiating agent for all employees concerned by the present contract.

ARTICLE 11

WAGES RATES The minimum wage rates shall be as follows :

Marble setters	1.40	per hour
Hand Marble Polishers	1.10	" "
Tile setters	1.40	" "
Terrazzo setters	1.40	" "
Terrazzo polishing machine operator (dry)	1.23	" "
Terrazzo polishing machine operator (wet)	1.05	" "
Apprentices in the trades of marble, tile and terrazzo:		
1st year85	" "
2nd year90	" "
3rd year	1.10	" "
4th year	1.25	" "
Apprentices terrazzo polishing machine operator (dry):		
1st three months	0.95	" "
Second period of three months	1.10	" "
After six months	1.23	" "
Apprentices terrazzo polishing machine operator (wet):		
1st three months	0.70	" "
After three months	1.05	" "

The operator of dry polishing machine and the operator of water polishing machine when working as a labourer or helper shall be paid at the regular rate as above stated for their trade. The operator of dry polishing machine may work as operator of water polishing machine but he shall still be considered as operator of dry polishing machine and shall be paid at the rate of the operator of dry polishing machine.

The employees setting imitation of ceramic tile called plastic tile, painted metal tile and or enameled metal tile for bathroom, toilet room, shower room, pool, surgery, kitchen, etc. are considered as tile setters and should receive the above mentioned rate for tile setters.

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ARTICLE III

Regular duration of labour: The maximum hours of work in respect of qualified tradesmen shall be eight (8) per day between eight (8) o'clock in the forenoon and five (5) o'clock in the afternoon, on Mondays, Tuesday, Wednesdays, Thursdays and Fridays and four (4) between eight (8) o'clock in the forenoon and noon on Saturdays the whole to constitute a maximum of forty four (44) hours per week.

Derogations from hours relating to the beginning and ending of work may be permitted by the local Building Trades Joint Committee of the place where the work is being executed or by its substitute.

ARTICLE IV

All work performed in addition to the regular day's work will be paid at the rate of time and half. All work performed between midnight and eight (8) o'clock a.m. will be paid at the rate of double time.

Night shift: Night work beginning after five (5) o'clock p.m. will be paid as here after specified:

The first five hours at regular rate or simple time, the next two hours at time and half and after this, double time begins.

Work done on New Year's Day, Good Friday, Victoria Day, St-John the Baptist Day, Dominion Day, Labour Day, Thanksgiving Day, Ascension Day, All Saints Day, Immaculate Conception Day, Christmas Day and Sundays shall be paid double time. Dominion Day and Labour Day shall have to be paid at regular rate if the employee is not working and provided those holidays do not occur on Sunday. It is understood that if the employee is working, he is only entitled to the double rate.

ARTICLE V

OPERATION OUTSIDE THE LIMITS OF MONTREAL: The limits of Montreal for the purposes of the present section, shall be those extreme spot that can be reached with an ordinary street car or bus fare.

1.- WHERE WORKMEN RETURN HOME DAILY -If the time needed to travel from the City limits to the job, and vice versa is more than an hour, the employee shall be paid single time for any hour or part of hour in excess of this first hour of travelling.

2.- WHERE WORKMEN ARE NOT TO RETURN HOME DAILY:- Transportation and cost of board of employees hired in the City of Montreal to execute work outside of said city, shall be reimbursed by the employer, in addition to the salary.

When an employee leaves Montreal to work outside of the city, the employer shall give him an amount equal to the transportation and boarding expenses for a week. This advance has to be reimbursed as soon as the employee comes back to Montreal. Every week, the employee will be reimbursed of his boarding expenses upon remittance of a proper voucher for same.

If the work lasts more than two months, the employee shall have his fare paid home once every two months by the employer. As much as possible, these trips will be done during week-ends and after agreement with the employer.

Travelling time does not constitute working time. However, if an employee travels during working hours (i.e. between 8.00 a.m. and 5.00 p.m.) he shall be entitled to his normal wages up to a maximum of eight (8) hours per day, whatever day it may be.

However, if an employee has to travel by night, the employer has to pay him a berth on the train; otherwise, he shall pay the wages of a daywork of 7 hours. Thus, if a workman travels 24 hours and has had no berth on the train, he is entitled to the wages of two (2) periods of 8 hours at single time for his travelling day.

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ARTICLE VI

Apprenticeship:

- a) Age limit for apprentices shall be from 16 to 32 years of age.
- b) The duration of the apprenticeship shall be of:
Four years for the marble, tile and terrazzo settlers,
Six months for the dry machine operators (terrazzo)
Three months for the wet machine operators (terrazzo)
- c) The number of apprentices shall not be more than two for three qualified workmen in each of the trade subjected to this agreement.
- d) It will be established an Apprenticeship Committee of two delegates of the employers and two delegates of the party of second part. This Committee will meet on request of one of the employers signing the present contract or by l'Association des Ouvriers de l'Industrie de Marbre, Tuile & Terrazzo Inc., on one week advance notice.

There shall not be more than one meeting per month. Date and place of these meetings shall be selected by the members of the Apprenticeship Committee.

- e) If there is any dispute between one of the employers of the first part and an apprentice or the union, relative to the necessary qualifications of said apprentice, this dispute shall be submitted to the Apprenticeship Committee. If the apprentice has less than one year of experience, the Committee will decide if the apprentice may or may not continue his apprenticeship with the employer bound by this contract (or if he must be dismissed from the trade.)

When an apprentice as terminated his fourth year, he will have to pass another examination by the Committee who will decide if he is qualified to become definitively a marble, tile and terrazzo setter. Eventually, an apprentice may be compelled to make another year of apprenticeship if his qualifications are not satisfactory.

The decision of the Apprenticeship Committee shall be taken after hearing a statement of the facts by the parties concerned. Every decision of the Committee will be taken at the majority, will be final and will bound both parties. In case the vote is divided, both parties of the Committee must name an arbitrator whose decision will be final. If both parties of the Committee cannot agree on the choice of an arbitrator, Mr Cyprion Miron of the Provincial Department of Labour will be arbitrator.

- f) No employer shall be compelled to keep at his employ an apprentice doing unsatisfactory work. The employer is equally in his rights to dismiss an apprentice if this latter proves that he is not interested in his work and does not comply with the regulations of the trade.

ARTICLE VII

No labour by lump sum contract is authorized between an employer, party of the first part to this contract, and one or several workmen.

ARTICLE VIII

The party of second part shall have the right to name among their employees subject to the present contract, a syndical representative, or business agent, who shall represent the party of second part near the party of first part. This business agent shall have access on the jobs of the sundry employers, members of the Association of first part, for all important business in the interest of L'Association des Ouvriers de l'Industrie du Marbre, Tuile et Terrazzo Inc. or the Employer or of this contract. However, his visits will have to be scarce and as short as possible, so as to not bother the working operations of the first part.

ARTICLE IX

Holidays with pay: According agreement made between the various employers of Montreal and l'Association des Ouvriers de l'Industrie de Marbre Tuile et Terrazzo Inc.

Start: After 12 months of work, starting the 1st of June 1947 or any further date.

Principles: Any workman having worked 12 months with or without involuntary interruption or loss of time shall be entitled to one week holidays. Provided that the workman takes effectively his holidays he shall be entitled to wages equal to 2% of regular wages earned during the period of 12 months.

If a workman has worked overtime at time and a half, the percentage of 2% shall be calculated only on the amount of wages determined on the basis of the plain hour rate.

Should any workman stop voluntarily to work without justifiable reason or transgress the rules of his union or the agreement of his union with the employers, from that date, he shall automatically lose the benefit of the one week holidays with pay.

Book: One book shall be issued by the union in favour of each workman. This book shall be valid 12 months starting from the date of issue. It shall be handed to the employer. The employer shall register each week the amount of hour worked by the employee.

When the book shall be due or when the workman will quit his job, the employer shall have to add the number of hours of work. He shall multiply this number of hours by the plain rate of wages. The amount thus obtained shall be the base for the calculation of the 2%. The amount of pay for holidays thus calculated shall be marked in the back aside the total number of hours.

When a workman changes employer, each employer must state on the booklet following that last inscription of the last salary, the following declaration:

"I/we, undersigned, recognize to owe to Mr.....an amount of \$ representing 2% of the wages earned by him fromto..... This amount shall be paid to Mr.....when the present book will be due and at the time he shall take effectively one week of holidays.

Montreal, this

Signature"

When the book shall be due, it shall be replaced by another one issued by the business agent of the union and which shall be dated of the morrow of that date of expiration.

All expired book shall be handed to the union for checking as soon as the week holidays with pay has been paid.

Payment: After 12 months, the workman shall receive at the time he will take his holidays, the amount of pay for holidays calculated as above stated.

A workman having worked for a few employers, when the book shall be due and only at the time he shall take effectively his holidays, shall have to collect from each of his employers, the amount of pay for holidays which is due to him.

Date for this holidays: Each workman shall have to make agreement with the employer at least four weeks in advance before the date of his holidays in order that they could be taken without troubling the jobs under execution.

Infraction: Each workman is under the obligation to take one week holidays. In the case he should receive the money for his one week holidays and that he should work, he will be subject to penalties as specified in the rules of his union.

However, in the case of a workman having lost much time during one year on account of sickness or lack of work, he shall be able to receive the money for his holidays and he shall be authorized to work. The authorization shall have to be given with the unanimous agreement of the employer and the authority of the union.

ARTICLE X

The two contracting parties will submit this agreement to the Hon. Minister of Labour of the Province of Quebec for approval and shall pray him to kindly modify accordingly the Collective Agreement regulating the Trades of the Construction of the Montreal district.

ARTICLE XI

Any employer working personally with his own tools in any of the trades regulated by the present Collective agreement, shall receive a salary 25% higher than the rates mentioned in article 11. This employer shall register the number of hours he worked as he would do for his employees, this register being liable to be audited by the inspectors of the Joint Committee. The salary thus earned becomes subject to the contribution of 1% as is the salary of the employees.

ARTICLE XII

The present contract shall be in force on September 1st 1948, until September 1st, 1949. After that date, it will be renewed by tacit agreement for yearly periods, unless that one of the parties gives notice to the other of his intention to amend or to cancel same. Such notice will have to be given by registered letter not more than sixty (60) days and no less than thirty (30) days before the expiration date.

If notice requesting amendment is given by one of the parties, to the other the present contract shall stay in force during the negotiations until the date of the signature of the new agreement and the new contract will be dated according to the date of expiration of the present contract or of its last renewal.

WHEREFORE, the parties interested have signed this 1st day of September 1948.

THE CANADIAN TERRAZZO & MOSAIC CONTRACTORS' ASSOCIATION
(Montreal Section)

CANADIAN FLOORING TILE CO., LTD

FIZZAGALLI TERRAZZO TILE MANUFACTURING CO.

DE SPIRT MOSAIC & MARBLE CO., LTD

SMITH MARBLE & CONSTRUCTION CO., LTD

NORTH END TILE CO., LTD

ART TILE CERAMIC CO.

CANADIAN TERRAZZO & MARBLE CO., LTD

PASTERIS BROTHERS

TERRAZZO MOSAIC & TILE CO., LTD

MODERN TILE & TERRAZZO CO.

PAUL OVIDE LEPAGE

JEAN CAPRA

UNITED TILE WORK CO.

ATTILIO SEAGHARO

A. ZAMBON & SON CO.

NEW SYSTEM TERRAZZO & TILE CO.

JOHN VACCHINO TILE

ART FLOORING CO

H EVERLEAN TILE LTD

[Handwritten signatures and names corresponding to the typed list of companies, including names like Fizzagalli, De Spirt, Smith, North End, Art Tile, Canadian Terrazzo, Pasteris, Terrazzo Mosaic, Modern Tile, Paul Ovide Lepage, Jean Capra, United Tile, Attilio Seagharo, A. Zambon, New System, John Vacchino, Art Flooring, and H Everlean.]

GENEREUX FRERES .

C.B. GIOT

ART TERRAZZO CO.

COLIN MC GREGOR

MODERN TILE

L. Genereux

G. Giot

B. Palby

C. Mc Gregor

T. Saia

Dominion Tile Co. Terrazzo Co. Per. V. Benamato.

Ally Tile-Ceramique Co Per H. Dumonico

L'ASSOCIATION DES OUVRIERS DE L'INDUSTRIE
DE MARBRE, TUILE ET TERRAZZO INC.

J. Quintal
Pres

H. Prouault
Sec.