

S-1277 DOM. TEXTILE CO. - MAGOE
(Engravers)

1949-50

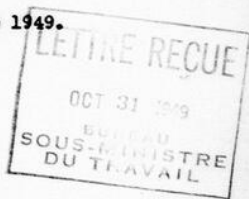


COMMISSION DE RELATIONS OUVRIERES DE LA PROVINCE DE QUEBEC.

LABOUR RELATIONS BOARD OF THE PROVINCE OF QUEBEC.

286, RUE ST-JOSEPH,
QUEBEC.7680, RUE HUTCHISON,
MONTREAL.

Québec le 28 octobre 1949.



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

RE:- Dominion Textile Company Limited, Magog.
&
Textile Engravers Association, Magog, QUE.

Monsieur le sous-ministre,

J'accuse réception de votre lettre du
25 octobre 1949, accompagnée pour dépôt
de deux copies certifiées d'une convention de tra-
vail, en date du 8 août 1949, intervenue entre
les parties ci-dessus mentionnées et déposée au minis-
tère du Travail, le 10 août 1949. sous le numéro 1277

mp/

Bien à vous,

Alfred Bussière, LL.L



49.50
S.1277

MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

QUÉBEC, ce 25 octobre 1949.

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

Sujet: Convention collective entre Dominion Textile Company
Limited, Magog, et Textile Engravers Association, Magog, Qué.

Monsieur,

Conformément aux prescriptions du deuxième para-
phe 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 8 août
1949 et déposée au ministère du Travail le 10 août
1949 en exécution de la Loi des Syndicats profession-
nels (S.R.Q., 1941, chapitre 162 et amendements), sous le nu-
méro 1277.

Sincèrement à vous,

L'Assistant-Sous-Ministre

Donat Quimper

H-14

161

CONVENTIONS COLLECTIVES		
VISA DE	Date	Par
Estampille	✓	MC
Signatures	✓	
Incorporation	29-3-44	
Reconnaissance	2-6-47	
Numerotage	1277	
Formule		

Signature 8-8-49



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 22 août, 1949.

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

Sujet: Convention collective entre Dominion Textile Company,
Limited, Magog, Que., & Textile Engravers Association, Magog, Que.

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 10 août, 1949, sous le numéro
1277.

Sincèrement à vous,

L'Assistant Sous-Ministre.

Donat Quimper
MC. incl.



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, August 22nd, 1949.

Mr. G.A. Trew, Secretary,
Textile Engravers Association,
Magog,
Que.

Dear Sir:-

Enclosed please find a certificate of the deposit made with the Department of Labour on August 10th, 1949 under Number 1277 of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between Dominion Textile Company Limited, Magog, Que., and Textile Engravers Association, Magog, Que.

The labour association party to the above mentioned agreement having been certified on June 2nd, 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,

Assistant Deputy Minister.

Donat Quimper
MC. encl.



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, August 22nd, 1949.

Mr. E. Sewell, Manager, Magog Print Works,
Dominion Textile Company Limited,
Magog,
Que.

Dear Sir:-

Enclosed please find a certificate of the deposit made with the Department of Labour on August 10th, 1949, under Number 1277 of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between Dominion Textile Company Limited, Magog, Que., and Textile Engravers Association, Magog, Que.

The labour association party to the above mentioned agreement having been certified on June 2nd, 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,

Assistant Deputy Minister.

Donat Quimper
MC. encl.



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 **1277**
Number

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

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

mil neuf cent quarante-**neuf**
nineteen hundred and forty-

le ministère du Travail a reçu de **Dominion Textile Company Limited, Magog, Qué., &**
the Department of Labour has received from **Textile Engravers Association, Magog, Qué.,**

la convention mentionnée ci-après, laquelle a été déposée sous le numéro **1277**
the hereinafter mentioned agreement, which has been deposited under Number

savoir:
to wit:

Une convention collective en date du **8 août 1949**
A collective agreement under date of

intervenue entre: **Dominion Textile Company Limited, Magog, et Textile Engravers**
between: **Association, Magog, Qué. En vigueur pour une durée d'une année,**
à compter du 8 août 1949. Renouvellement automatique d'une année.

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

Seau - Seal

ce **vingt-deuxième**
this

jour du mois de
day of the month of

août

mil neuf cent quarante-**neuf**
nineteen hundred and forty-

Assistant

Sous-ministre

Assistant

Deputy Minister

COLLECTIVE LABOUR AGREEMENT, made at Magog, Quebec,
as of the Eighth day of August, A.D., 1949.

BETWEEN:

DOMINION TEXTILE COMPANY LIMITED, a body politic
and corporate having a place of business in the
Town of Magog, Quebec, hereinafter and represented
by ERNEST SEWELL the Manager of its Magog Print Works
duly authorized for the purpose hereof as he hereby
declares hereinafter called the Company.

PARTY OF THE FIRST PART.

AND:

TEXTILE ENGRAVERS ASSOCIATION, a Professional
Syndicate duly incorporated under the Professional
Syndicates Act of the Province of Quebec, being
composed of employees engaged by the Company at its
Magog Print Works and known as Engravers and En-
gravers' Apprentices and hereinafter and represented
by W.J. WHITTIER, the President of the said Assoc-
iation and G.A. THREW, the Secretary of the said
Association duly authorized for the purposes hereof
as they hereby declare, hereinafter called the
Association,

PARTY OF THE SECOND PART.

WHEREAS certain employees of the Company employed as
Engravers and Engravers' Apprentices in the Magog Print Works
of the Company have formed an Association known as the Textile
Engravers Association; and have caused themselves to be incor-
porated as a Professional Syndicate under the Professional
Syndicates Act of the Province of Quebec; and

WHEREAS the said Association claim that more than 60%
of all the employees engaged by the Company in the said Magog
Print Works as Engravers and Engravers' Apprentices belong to
the Association; and

WHEREAS the Company is satisfied that the claims of
the Association with regard to its membership are correct and
is prepared to recognize the Association as the collective Re-
presentative of the said Engravers and Engravers' Apprentices
employed by the Company at its Magog Print Works and to negotiate
with them a Collective Labour Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS;

A. GENERAL

1. The Association having been duly certified under the
Quebec Labour Relations Act is hereby recognized by the Company as
the Collective Representative for all the Engravers and Engravers'
Apprentices employed by the Company at its Magog Print Works.

2.

APPLICATION OF AGREEMENT

This Agreement shall apply only to those employees engaged
by the Company as Engravers and Engravers' Apprentices in its Magog
Print Works as at the date hereof or at any time during the term
of this Agreement but not to any other employees of the Company.
The word "Employee" wherever used in this Agreement shall mean
only Engravers and Engravers' Apprentices employed in the said
Magog Print Works.

3.

HOURS OF WORK

The normal hours of work shall be 8 or 10 hours per day.

3.A. Should extra engraving work be required preference will
be given to Engravers.

4.

CONDITIONS OF WORK

The conditions of work shall be those existing for the said Employees at the Magog Print Works as at the date hereof subject to any change or modification thereto as may be established by the Company after such change has been discussed with the Association.

5.

NIGHT PREMIUM

Any employee working on a shift the hours of which are between 12 midnight and 7. a.m. shall be entitled to receive a premium of 15%. Any employee working regularly on a shift of which part of the regular hours occur after 12 midnight shall be entitled to receive a premium of 15% for each hour he works between 12 midnight and 7. a.m.

GRIEVANCES AND COMPLAINTS

6.

For the purpose of discussing all grievances and complaints there shall be a Committee composed of six persons. The President and the Secretary of the Association and two other members shall represent the Employees on the Committee and the Company at any time and from time to time shall name two persons to represent the Company on the Committee. This Committee shall deal with all complaints made by any Engraver or Engravers' Apprentice with respect to wages, working conditions or otherwise. Nothing in this clause shall affect the Company's right to dismiss any employee at any time.

7.

REDUCTION OF STAFF

If the Company should at any time find it necessary to reduce the number of Engravers and / or Apprentices by reasons of the inability of the Company to provide sufficient permanent work for all the Engravers and / or Apprentices then engaged or for any other reason, the Company undertakes to refer the matter to the Committee referred to in Clause 6 of this Agreement and to consider the recommendation made by the said Committee before reducing the said number.

8.

TERMINATION OF AGREEMENT

This Agreement shall terminate one year from the date that it bears but it shall be automatically renewed for a further period of one year upon failure by one of the parties to give a written notice of termination to the other party within a delay which shall not be more than sixty days nor less than thirty days prior to its date of expiry and it shall again be automatically renewed for a further period of one year upon failure by one of the parties to give a notice of termination to the other party within a delay which shall not be more than sixty days nor less than thirty days prior to its date of further expiry. This Agreement, if renewed, under the foregoing provisions, shall in any event, terminate and expire three years from the date that it bears.

9.

VOLUNTARY REVOCABLE CHECK-OFF

The Company will during the term of this Agreement honour an order by an Engraver or an Engravers' Apprentice for the deduction and remittance of his Association dues as set out in Schedule "A" ^{XX} hereto. Such order shall be writing to the Company as set out in Schedule "B". The order shall be signed in duplicate.
Such order shall be revocable at any time by notice in

SCHEDULE "A"

Date

I, the undersigned, hereby authorize Dominion Textile Company Limited to deduct, for my Textile Engravers'

Association dues, the sum of twenty-five cents from my pay for each week and to remit this money to the Treasurer of the Textile Engravers' Association of Magog, Quebec. I recognize that the present authorization may be revoked by me only on my giving the Company notice of revocation in writing. Such revocation shall take effect the seventh day after the Company receives it.

Witness

Employee

SCHEDULE "B"

Date

I, the undersigned, hereby revoke all authorizations given by me to the Dominion Textile Company Limited at any time previous to this date to deduct from my salary my Textile Engravers' Association dues and to remit same to The Treasurer of the Textile Engravers' Association of Magog, Quebec, and I request that no deduction be made from now on from my pay for the said dues. This order will take effect the seventh day after Dominion Textile Company Limited receives it.

Witness

Employee

10.

EXTENSION OF AGREEMENT

It is a condition of this Agreement that it shall apply only to the Employees mentioned herein and the Association undertakes to take no steps to have or to attempt to have this Agreement extended under the provisions of the Collective Agreement Act of the Province of Quebec except with the prior written consent of the Company. Any attempt to so extend it shall render it null and void and inoperative immediately.

11.

NOTICES

Any notice required to be given under this Agreement shall be given in writing and in the case of the company shall be delivered personally to the Manager of the Magog Print Works at Magog and a copy of its shall be sent by registered mail to the Company, 710 Victoria Square, Montreal, Quebec, addressed to the attention of the appropriate Department at the Head Office of the Company and in the case of the Association shall be addressed to Textile Engravers' Association, Magog Print Works, Magog, Quebec, Attention the President. The date of the mailing shall be presumed to be the date of the giving of the notice.

12.

RATIFICATION

The Association undertakes to submit this Agreement to its members and to have it ratified by such members and to deposit duplicates of this Agreement with the Labour Relations Board of the Province of Quebec in accordance with the provisions of the Quebec Labour Relations Act and to furnish to the Company satisfactory evidence of the foregoing, the whole within one month of the date hereof failing which this Agreement shall at the option of the Company become null and void upon the Company giving two weeks notice in writing to the Association.

13.

DECLARATION BY ASSOCIATION

The Association hereby declares that notice authorizing the incorporation of the Association was published in the Quebec Official Gazette on the 29th day of March 1944 and has been

deposited in the office of the Superior Court for the District of St-Francis at Sherbrooke, Quebec in accordance with law.

14. The following is a list of trades governed by this Agreement:

Chromium Plating
Hand Engraving
Hand Engraving (Repairs)
Sketchmaking
Plate Cutting
Etching
Die Cutting
Clamping
Machine Engraving
Photographing
Artist
Art. Joining
Metal Printing.

B. APPRENTICES

15. WAGES FOR APPRENTICES

The hourly rate of wages for Engravers' Apprentices shall be the following:

First year of apprenticeship:	\$0.70 per hour
Second Year of apprenticeship:	0.75 per hour
Third year of apprenticeship	0.80 per hour
Fourth year of apprenticeship	0.85 per hour
Fifth year of apprenticeship	0.90 per hour
Sixth year of apprenticeship	1.00 per hour
Seventh year of apprenticeship	1.10 per hour

16. APPRENTICESHIP

For apprentices the first year shall be completed one year from the date that such Apprentice began work as Apprentice. All subsequent years of apprenticeship shall be calculated on the same basis.

Each Apprentice's individual record shall be reviewed by Management and Engravers Committee on or near said Apprentice's anniversary date of employment. The said review will determine the completion date of each year of Apprenticeship.

17. OVERTIME PREMIUM

The Company undertakes to pay Engravers' Apprentices only time and one half of the regular rate paid to such Engravers' Apprentices for all hours worked in excess of forty hours in any one week.

18. PAYMENT FOR TIME LOST BY APPRENTICES
BY REASON OF STRIKE AND LABOUR TROUBLES

If the failure of the Company to provide work is caused by a strike or labour trouble which is not caused by or participated in, in anyway, by the Association or any member thereof and if all members of the Association are prepared and willing to work during the

said strike or labour trouble, if the Company requires them to do so and if they offer their services for work, then the Company agrees to pay in the case of an Engravers' Apprentice 90% of the hourly rate of such Engravers' Apprentice during all the period of the said strike or labour trouble for all hours during which he is so prevented from working, not to exceed in any event forty hours in any week.

19.

ANNUAL VACATION WITH PAY
FOR APPRENTICES

Each Engravers' Apprentice covered by this contract having less than five years continuous service with the Company as of June 30th, 1950 and in the service of the Company at the time of the vacation shall be entitled during this agreement to one week's vacation with pay equal to 2% of his gross earnings during the twelve months preceding the last pay period but three prior to the vacation or since the date of employment, should the period of employment be less than twelve months.

Each Engravers' Apprentice covered by this contract having 5 years continuous service or more as of June 30th, 1950 and in the service of the Company at the time of the vacation will be entitled during this agreement to 2 weeks' vacation with pay equal to 4% of his gross earnings during the 12 months preceding the last pay period but three prior to the vacation.

C. ENGRAVERS

20.

WAGES FOR ENGRAVERS

All Engravers after the completion of the seventh year of Apprenticeship shall be paid not less than \$1.20 per hour and not more than \$1.60 per hour. Within the said range the Company shall alone have the right to determine on merit the hourly rate of wages paid to Engravers.

21.

PAYMENT FOR TIME LOST BY ENGRAVERS

If the Company for any reason other than that caused by a strike or labour trouble is, in any week, unable to provide forty hours of work for Engravers the Company agrees that all Engravers (that is those Engravers who have completed seven full years of apprenticeship) shall be paid 90% of their regular hourly rate of wages for each hour so lost in any one week not to exceed in any event forty hours in any week. Nothing in this clause shall prevent the Company from terminating the employment of any Engraver and any Engraver whose employment is so terminated shall not from the date of the termination of his employment be entitled to the payment of the said 90%. The purpose of this Clause 21 is to provide the said 90% payment for those Engravers of the Company who remain in the employment of the Company and for whom the Company is not able in any week to provide full time employment.

For the purpose of this clause 21 each hour worked for which the 15% premium as set forth in Article 5 is paid shall count as 1.15 hours worked.

22.

PAYMENT FOR TIME LOST BY ENGRAVERS
BY REASON OF STRIKE AND LABOUR TROUBLES

If the failure of the Company to provide work is caused by a strike, or labour trouble which is not caused by or participated in, in anyway, by the Association or any member thereof and if all members of the Association are prepared and willing to work during the said strike or labour trouble, if the Company requires them to do so and if they offer their services for work, then the Company agrees to pay in the case of an Engraver 90% of the hourly rate of such Engraver during all the period of the said strike or labour trouble for all hours during which he is so prevented from working not to exceed in any event forty hours in any week.

23.

SENIOR EMPLOYEES

Any Engraver who has worked twenty years as an Engraver with the Company and who by reason of age, ill health or other incapacity is unable to continue to work efficiently as an Engraver in the opinion of the Company shall have the following options.

- (a) He may accept a pension if the Company is prepared to pension him; or
- (b) He may accept any other occupation with the Company for which the Company is willing to engage him consistent with his state of health and his ability and for any such other occupation he shall be entitled to be paid at the standard wage rate for such other occupation but he shall no longer be entitled to any of the benefits provided under this Agreement.
- (c) Pension will be paid only when service with the Company is completely terminated and will then be based on the earnings of the last ten years service as an Engraver.

24.

ANNUAL VACATION WITH PAY

Any Engraver covered by this Contract having less than five years continuous service with the Company as of June 30th, 1950 and in the service of the Company at the time of the vacation shall be entitled during this Agreement to one week's with pay equal to 2% of the gross earnings of such Engraver during the 12 months preceding the last pay period but three prior to the vacation or to 36 hours pay at that Engraver's regular hourly rate whichever is the greater.

Any Engraver covered by this Agreement having five years continuous service or more as of June 30th, 1950, and in the service of the Company at the time of the vacation will be entitled during this Agreement to two weeks' vacation with pay equal to 4% of the gross earnings of such Engraver during the 12 months preceding the last pay period but three prior to the vacation or to 72 hours pay at that Engraver's regular hourly rate whichever is the greater.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED, an Original and five copies thereof, at the place and on the day, month and year hereinabove written.

IN THE PRESENCE OF:

C.E. Jackson
Witness

DOMINION TEXTILE COMPANY LIMITED

E. Sewell
Manager Magog Print Works

IN THE PRESENCE OF:

E.W. Halley.

TEXTILE ENGRAVERS ASSOCIATION

W.J. Whittier
President

G.A. Trew
Secretary