

- M.L.L. -

1948-49



48.49  
S.859

MINISTÈRE DU TRAVAIL  
HÔTEL DU GOUVERNEMENT  
QUÉBEC

QUÉBEC, ce 18 août 1948.

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

Sujet: Convention collective entre Ernest Cousins Ltd.,  
et Cousins Dairy Employees Association.

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 26 juin 1948 et déposée au ministère du Travail sous le numéro 859.

Sincèrement à vous,

Le sous-ministre,

H-15



48-49  
S. 859

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 BRAIR,  
MEMBRE.236, RUE ST-JOSEPH,  
QUEBEC.4 EST, RUE NOTRE-DAME  
MONTREAL

Québec le 20 aout, 1948.



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

RE:- Ernest Cousins Ltd. et  
Cousins pairy Employees Association.

Monsieur le sous-ministre,

J'accuse réception de votre lettre  
du 5 juillet 1948. , accompagnée pour dépôt  
de deux copies certifiées d'une convention de travail,  
en date du 26 juin 1948. , intervenue entre  
les parties ci-dessus mentionnées et déposée au minist-  
tère du Travail, le 29 juin 1948.  
sous le numéro 859

Bien à vous,

Le secrétaire,

P. E. Bernier, LL.L



MINISTÈRE DU TRAVAIL  
HÔTEL DU GOUVERNEMENT  
QUÉBEC

QUÉBEC, ce 18 août 1948.

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

Sujet: Convention collective entre Ernest Cousins Ltd.  
et Cousins Dairy Employees Association.

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 26 juin 1948 et déposée au ministère du Travail le 29 juin 1948 en exécution de la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements), sous le numéro 859.

Sincèrement à vous,

Le sous-ministre,

H-14



**MINISTÈRE DU TRAVAIL**  
**HÔTEL DU GOUVERNEMENT**  
**QUÉBEC**

Québec, ce 5 juillet 1948.

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

Sujet: Convention collective entre Ernest Cousins Ltd.,  
et Cousins Dairy Employees Association.

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 29 juin 1948 sous le numéro  
359.

Sincèrement à vous,

Le sous-ministre

80.



DEPARTMENT OF LABOUR  
PARLIAMENT BUILDINGS  
QUEBEC

Quebec, July 5th, 1948.

Mr. Francis E. Cousins, Secretary Treasurer,  
Ernest Cousins Ltd.,  
175, Colborne St.,  
Montreal.

Dear Sir,

Enclosed please find a certificate of the deposit made with the Department of Labour on June 29 1948 under Number 859 of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 862 and amendments) between

Ernest Cousins Ltd., and Cousins Dairy Employees Association.

The labour association party to the above mentioned agreement having been certified on February, 11th, 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.

cc.



**MINISTÈRE DU TRAVAIL  
HÔTEL DU GOUVERNEMENT  
QUÉBEC**

Québec, ce 5 juillet 1948.

**Me Robert Lafleur, avocat,  
Edifice Aldred,  
507, Place d'Armes,  
Montréal.**

**Cher monsieur,**

Je vous inclus un certificat constatant le dépôt fait au ministère du Travail, le 29 juin 1948 sous le numéro 859, de la convention collective conclue sous la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements) intervenus entre

**Ernest Cousins Ltd. et Cousins Dairy Employees Association.**

La partie ouvrière ayant été reconnue le 11 février 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

cc.



**MINISTÈRE DU TRAVAIL  
HÔTEL DU GOUVERNEMENT  
QUÉBEC**

Québec, ce 5 juillet 1948.

**Monsieur Fernand Boucher, secrétaire-trésorier,  
Cousins Dairy Employees Association,  
507, Place d'Armes,  
Montréal.**

**Cher monsieur,**

Je vous inclus un certificat constatant le dépôt fait au ministère du Travail, le 29 juin 1948 sous le numéro 659, de la convention collective conclue sous la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements) intervenue entre

**Ernest Cousins Ltd. et Cousins Dairy Employees Association.**

La partie ouvrière ayant été reconnue le 11 février 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

gc.

Province de Québec

MINISTÈRE DU TRAVAIL



Province of Quebec

DEPARTMENT OF LABOUR

**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*

Numéro  
Number **859**

Les présentes établissent que le  
*It is hereby certified that on the* **vingt-neuvième**

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

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

le ministère du Travail a reçu de  
*the Department of Labour has received from* **M. Robert Lafleur, procureur de Condé au Dairy Employees Association.**

la convention mentionnée ci-après, laquelle a été déposée sous le numéro  
*the hereinafter mentioned agreement, which has been deposited under Number* **859**

savoir:  
*to wit:*

Une convention collective en date du **26 juin 1948**  
*A collective agreement under date of*

intervenue entre:  
*between:* **Ernest Cousins Ltd. et Cousins Dairy Employees Association.**  
**En vigueur pour une année à compter du 26 juin 1948. Renouvellement automatique.**

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

Scéau - Seal

ce  
*this* **cinquante**

jour du mois de  
*day of the month of*

**juillet**

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

**huit**

.....  
Sous-ministre

.....  
Deputy Minister

Robert Lafleur, C.R.K.C.

Avocat - Advocate

N

1<sup>er</sup>

2401



Edifice Alfred Building  
507 Place d'Armes

Montreal Le 28 juin 1948.

Commission de Relations Ouvrières  
de la Province de Québec,  
286 rue St. Joseph,  
QUEBEC.

RECOMMANDÉE



Re: ERNEST COUSINS LIMITED  
et  
COUSINS DAIRY EMPLOYEES ASSOCIATION

Messieurs -

Je suis prié par mes clients, Cousins Dairy Employees Association, de vous faire parvenir, en conformité avec les prescriptions de l'article 19 de la Loi des Relations Ouvrières, deux copies originales d'une convention de travail intervenue entre les parties ci-dessus mentionnées.

Espérant que vous trouverez le tout conforme, je vous prie de me croire,

Votre dévoué,

RL/F  
pièces jointes (2)

*M. Lafleur*



COLLECTIVE LABOUR AGREEMENT

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BETWEEN :

ERNEST COUSINS LIMITED

THE EMPLOYER

AND

COUSINS DAIRY EMPLOYEES ASSOCIATION

THE SYNDICATE

---

COLLECTIVE LABOUR AGREEMENT

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AGREEMENT entered into between:

ERNEST COUSINS LIMITED, a body politic and corporate, having its principal place of business in the City of Montreal, in the Province of Quebec, hereinafter called -

THE EMPLOYER

and

COUSINS' DAIRY EMPLOYEES ASSOCIATION, having its place of business in the City of Montreal, stipulating for its members, as well as for the employees of Ernest Cousins Limited, hereinafter called -

THE SYNDICATE

---

THE PARTIES TO THIS AGREEMENT MUTUALLY AGREE:

Article No.1

DEFINITION OF EMPLOYEES

- a) In this agreement the word "employees" means all persons employed by the party of the first part, with the exception of office employees and foremen;
- b) The word "outdoor employee" as mentioned in this agreement, means all employees selling milk, whether wholesale or retail, at the counter or otherwise, and includes salesmen and route riders, but excludes special delivery men;
- c) The word "indoor employee" as mentioned in this agreement, means all employees who do not fall in the categories enumerated in paragraph (b), subject to the exceptions contained in paragraph (a);

Article No. 2

SYNDICATE RECOGNITION

The Employer recognizes the Cousins' Dairy Employees Association, as the sole collective representative of all its employees, of the present members of the Syndicate, and also of those who shall become members of the Syndicate.

Article No. 3

OBSERVANCE OF THE AGREEMENT

The Employer and the Syndicate mutually agree to abide by the terms and conditions of the present agreement, and to use their respective authority so as to secure its enforcement.

Article No. 4

EMPLOYER'S DUTY

The Employer undertakes to assume towards its employees a just and fair attitude, to cooperate to the social welfare of the parties to this agreement and finally to respect Union activities amongst the employees, provided that said Union activities take place after working hours.

Article No. 5

EMPLOYEES' DUTY

The members of the Syndicate will assume a fair and just attitude towards the Employer and help observe the rules and regulations established by the Company. They will comply with all procedures and methods whose application, judged useful by the Employer, would help to increase production. They will finally cooperate to the progress of the Company and to the social welfare of the parties to this agreement.

Article No. 6

MAINTENANCE OF MEMBERSHIP

It is agreed that all employees, now members of COUSINS' DAIRY EMPLOYEES ASSOCIATION, shall remain members in good standing for the duration of this agreement. It is also agreed that employees hired during the life of this

agreement and who will become members of COUSINS' DAIRY EMPLOYEES ASSOCIATION, shall remain members in good standing for the duration of this agreement.

Article No. 7

DEDUCTION OF UNION DUES

Upon presentation to the Company of a written authorization signed by each employee, the Company will retain, out of the first wages paid to such employee in every month, the amount owing to the Syndicate for monthly dues.

These deductions will be remitted each month to the duly authorized representative of the Syndicate.

One week before the first pay-day in every month, the Syndicate will remit to the Company a list of its members, together with a statement showing the amounts owing by each member of the Syndicate.

The above written authorization shall be in the following terms:

" I.....residing at..... in the City of.....hereby authorize and direct ERNEST COUSINS LIMITED to deduct monthly, on the first pay-day of each calendar month, from my earnings or salary, the sum of \$0.50, being my monthly dues to COUSINS' DAIRY EMPLOYEES ASSOCIATION.

I further authorize ERNEST COUSINS LIMITED to pay the amounts so deducted to the Secretary of said Association, whose receipt shall constitute a good and sufficient discharge to Ernest Cousins Limited, for the amounts so deducted from my earnings.

AND I HAVE SIGNED at.....this.....day of.....194..

....."

Article No. 8

GRIEVANCE COMMITTEE

(Seven Words Added)

a) A grievance shall be defined as a difference arising between an employee and the Company as or between the Company and an employee

*Jeb*  
*F.B.*  
*CC*  
*AG*

*or between the Company and an employee*  
*JEB*

*JEB*  
*AG*

to the meaning or application of the provisions of this agreement.

b) Grievances shall be handled as follows:

1. The Association shall appoint a Grievance Committee comprising three employees chosen amongst its members. The names of these committeemen, and any changes from time to time, shall be communicated immediately to the Company.
2. The Grievance Committee shall meet at the Head-Office of the Employer, and whenever the occasion will arise. The employees affected shall be in attendance on call.
3. The officials of the Company present at the meeting shall either (a) effect a settlement at the meeting or (b) undertake to give their decision the following morning. However, any matters which they believe must be referred to the management shall be so referred and a definite decision given within a week.
4. If any grievance is not settled satisfactorily to the parties presenting the grievance, such parties may submit same to conciliation in the manner contemplated by the Quebec Labour Relations Act.

Article No.9

NOTICE

The Syndicate will be permitted to post notices of meetings, or of other matters of interest to the Association, upon the Bulletin Board of the Company, provided all such notices have previously been submitted to the Employer for approval.

Article No.10

VACATIONS

- a) An employee who has completed one year's continuous service with the Company during the twelve months prior to June 1st, 1948, shall receive one (1) week's vacation with pay, based on 2 per cent of his earnings for the previous calendar year.
- b) An employee who has completed two years' continuous service with the Company during the twelve months prior to June 1st, 1948, shall receive ten (10) days' vacation with pay, based on 2 per cent of his earnings for the previous calendar year;
- c) An employee who has completed five (5) years' continuous service with the Company prior to June 1st, 1948, shall receive two (2) weeks' vacation with pay, based on 2 per cent of his earnings for the previous calendar year;
- d) Each employee will be entitled to know the date of his vacation at least fifteen days in advance, as provided in Article 12 of Ordinance #3 revised as of February 8th 1947.

(FIFTEEN WORDS ADDED)

Article No. 11

e) Choice of holidays between 1<sup>st</sup> May and 1<sup>st</sup> September shall be on a seniority basis.

DAMAGED MERCHANDISE

All defective or damaged merchandise, also all broken bottles, will be credited to the employees upon presentation of bottlenecks, but subject to and under reserve of the absolute and final discretion of the management to grant or refuse such credit.

Article No. 12

CUTTING OR REDUCTION OF MILK RUN

In the present clause, the word "POINT" shall mean the equivalent in value of one quart of milk or one half pint of cream sold by the employees, either at retail or wholesale prices.

- a) Retail milk-run will not be cut unless a minimum of 1,500 points has been reached;
- b) Wholesale milk-run will not be cut unless a minimum of 4,000 points has been reached;
- c) Whenever milk-runs, as mentioned in paragraphs a and b of this section, are being reduced, the salesman concerned will receive, for a period of thirteen weeks thereafter, a salary equivalent to the minimum wages earned during the four weeks preceding the cutting of said milk-run.
- d) In addition to the above, the salesman of the routes so reduced, shall receive, as an incentive bonus, an amount of .10¢ per retail point and of .05¢ per wholesale point, for all increase in the percentage of their sales, taking as a basic rate the average net income of said milk run immediately after its reduction or cut, and the average minimum of the weekly sales during the four weeks following the thirteen weeks so guaranteed;
- e) In the case of a milk run so cut or reduced, the Inspector will receive a bonus equivalent to one sixth of the bonus received by the salesman under his jurisdiction.

Article No. 14

WORK WEEK

- a) The regular working period for all outdoor employees shall be six consecutive weeks of seven days each, followed by seven consecutive non-working days to be paid for at the base wage rate plus the commission, if any, earned on the route that week.

- b) The regular working period for all indoor employees shall consist of 54 hours, divided in six regular days of nine hours each.
- c) Outdoor employees, except special delivery chauffeurs will not be required to work on the seventh week. If they do so, they will be paid double time, taking as a basic rate, the salary earned on this route during the said week.

Double time shall consist of twice the regular salary earned in the preceding week by the outdoor employees concerned.

- d) Indoor employees volunteering for work when work is available will be paid regular time, up to sixty hours per week and time and one half over sixty hours per week. *Feb 13 1930*
- e) Indoor employees when reporting for work, shall punch the time clock only when attired in overalls and ready for work, and shall punch out only on completion of work and before changing to street clothes. No indoor employees who has already reported for work shall leave the plant without first obtaining permission to do so from the Plant Superintendent. *Feb 13 1930*

(SIXTEEN WORDS  
ADDED) *Feb 13 1930*

Article No.15

HOLIDAYS

- a) All outdoor and all indoor employees will be entitled to their holiday with pay, that is one sixth of the salary earned during the week, on the following holidays:

Christmas Day  
New Year's Day.

- b) All work done on the following holidays will be paid at the rate of time and one half.

Christmas Day  
New Year's Day

*the Seventh consecutive day Feb 73. S S G 6*

(FOUR WORDS ADDED)  
(SEVEN WORDS DELETED)

*[Handwritten initials]*

Article No. 16

Twenty-four words  
ADDED.

Twenty words  
DELETED.

*[Handwritten initials]*

c) All work done on ~~Sundays or on the above mentioned~~ <sup>holidays</sup>, by indoor employees, will be paid for at the rate of time and one half.

WAGES

*who have had one year's service prior to the signing of this agreement and all indoor employees on the completion of one year's service*

a) All indoor employees, subject to this agreement, shall on the signing of same, be granted an increase of \$1.50 per week. ~~with the exception of those who have had increases of this amount or more, since the 1st of January 1948;~~

b) Wages of outdoor employees shall be calculated on the following basis:

Base Wage \$10.00 per week, plus commission of 6% on wholesale sales, and 10% on retail sales.

c) Wages of outdoor employees whose routes are entirely wholesale shall be calculated on the following basis:

Base Wage \$10.00 per week, plus commission of 4% on wholesale sales.

d) All outdoor employees shall be guaranteed a minimum weekly wage of \$35.00

Article No. 17

DURATION OF THE AGREEMENT

This agreement shall take effect as of and from the date of its signature, and shall remain in full force and effect thereafter from year to year unless terminated or amended by written notice by the Syndicate to the Employer, or by the Employer to the Syndicate, of intent to terminate or amend. Such notice to be given

within a delay which shall not be more than sixty days, nor less than thirty days prior to the expiration of each period.

A registered notice mailed to the Employer's address or to the Syndicate's address, shall be considered as sufficient.

IN WITNESS WHEREOF the parties to these presents have signed this 26<sup>th</sup> day of June 1943.

ERNEST COUSINS LIMITED

per: *Wesley A. Purdie* President  
per: *J. E. Cousins* Secy Treas

COUSINS DAIRY EMPLOYEES ASSOCIATION

per: *Cec. Stearns* Pres  
per: *Fernand Bruche* Secy Treas