

S-1214

DOM. TEXTILE - MAGOG -

(Imprimerie)

1949-50





49-50
S-1214

MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

QUÉBEC, ce 25 août 1949.

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

Sujet: Convention collective entre Dominion Textile Company
Limited, Magog, Qué., & Textile Printers' 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 2 mai
1949 et déposée au ministère du Travail le 23 mai
1949 en exécution de la Loi des Syndicats profession-
nels (S.R.Q., 1941, chapitre 162 et amendements), sous le nu-
méro 1214.

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.

286, RUE ST-JOSEPH,
QUEBEC.7089, RUE HUTCHISON,
MONTREAL.

Québec le 30 aout 1949

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



RE:- Dominion Textile Company Ltd., Magog, Qué.
&
Textile Printers' Association, Magog, Qué.

Monsieur le sous-ministre,

J'accuse réception de votre lettre
du 25 aout 1949, accompagnée pour dépôt
de deux copies certifiées d'une convention de travail,
en date du 2 mai 1949, intervenue entre
les parties ci-dessus mentionnées et déposée au minis-
tère du Travail, le 23 mai 1949
sous le numéro 1214

mp/

Bien à vous,

Le secrétaire,

P. E. Bernier, L.L.L



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 2 juin 1949.

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

Sujet: Convention collective entre Dominion Textile Co. Ltd.,
Magog, Qué., et Dominion Printers' Association, Magog

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 23 mai 1949 sous le numéro
1214.

Sincèrement à vous,

L'Assistant Sous-Ministre.

Donat Quimper
MC. incl.



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, June 2nd, 1949.

**Dominion Textile Company Limited,
Magog,
Que.**

c/o The Secretary

Dear Sir:

Enclosed please find a certificate of the deposit made with the Department of Labour on **May 23rd, 1949** under Number **1214** of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter E62 and amendments) between **Dominion Textile Company Limited, Magog, Que., & Textile Printers' Association, Magog.**

The labour association party to the above mentioned agreement having been certified on **April 6th, 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.

T-1170

Donat Quimper
MC. encl.

H-2a



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, June 2nd, 1949.

Mr. W. Bellingham, Secretary,
Textile Printers Association,
Magog,
Que.

Dear Sir:-

Enclosed please find a certificate of the deposit made with the Department of Labour on **May 23rd, 1949** under Number **1214** of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between **Dominion Textile Company Limited, Magog, Que., & Textile Printers' Association, Magog.**

The labour association party to the above mentioned agreement having been certified on **April 6th, 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.

T-1170

F-2a

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

Numéro **1214**
Number

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

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

neuf
mil neuf cent quarante-
nineteen hundred and forty-

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

Mr. W. Bellingham, Secretary, Textile Printers Association, Magog, Que.

la convention mentionnée ci-après, laquelle a été déposée sous le numéro **1214**
the hereinafter mentioned agreement, which has been deposited under Number

savoir:
to wit:

Une convention collective en date du **2 mai 1949**
A collective agreement under date of

intervenue entre:
between:

Dominion Textile Company Limited, Magog, Qué., & Textile Printers' Association, Magog, Que. Cette entente expirera après un an de la date de sa signature. 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,

Sceau - Seal

ce **deuxième**
this

jour du mois de
day of the month of

juin

neuf
mil neuf cent quarante-
nineteen hundred and forty-

Assistant

Sous-ministre

Assistant

Deputy Minister



CONVENTIONS COLLECTIVES		
VISA DE	Date	Par
Estampille	✓	MR
Signatures	✓	
Incorporation	3-12-43	pl
Reconnaissance	6-4-48	
Numerotage	1214	
Formule		

QUEBEC, MAY 21st, 1949.

signature
2-5-49

Mr. W. Bellingham, secretary,
 Textile Printers Association,
 MAGOG, P.Q.

RE: Dominion Textile Co. Limited, Magog, Que.

&

Textile Printers' Association of Magog Que.

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 May 18th, 1949 concerning the above noted matter.

Yours very truly,

AB
 Alfred Bussière.

mp/

MAGOG May 18th, 1949

Mr. L. Massicotte, LL.L.,
Labour Relations Board,
286, St. Joseph St.,
QUEBEC.

Dear Sir,

RE: Textile Printers Association of Magog, Quebec,
&
Dominion Textile Company Limited.

Herewith please find two copies of Contract between the Printers' Association of Magog, and the Dominion Textile Company Limited, in conformity with Section 19 of the Professional Syndicates Act (Chapter 162).

Yours very truly,

W. Bellingham.
Secretary.

Textile Printers' Association of Magog.

mp/

COLLECTIVE LABOUR AGREEMENT made at Magog, Quebec
this SECOND day of May, A.D., 1949.

BETWEEN:

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

PARTY OF THE FIRST PART,

AND

TEXTILE PRINTERS' 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 Printers and Printers' Apprentices and herein-
acting and represented by DAVID R. CROSS the President
of the said Association and WILLIAM BELLINGHAM the
Secretary of the said Association duly authorized for
the purposes hereof as they hereby declare, herein-
after called the Association,

PARTY OF THE SECOND PART,

WHEREAS certain employees of the Company employed as
Printers and Printers' Apprentices in the Magog Print Works of the
Company have formed an Association known as the Textile Printers'
Association; and have caused themselves to be incorporated 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 Printers and Printers' 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 pre-
pared to recognize the Association as the Collective Representatives
of the said Printers and Printers' Apprentices employed by the Com-
pany at its Magog Print Works and to negotiate with them a Collec-
tive Labour Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

A. GENERAL

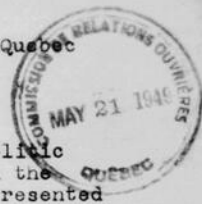
1. The Association having been duly certified under the
Quebec Labour Relations Act is hereby recognized by the Company as
the Collective Representative for all the Printers and Printers'
Apprentices employed by the Company at its Magog Print Works.

2. APPLICATION OF AGREEMENT

This Agreement shall apply only to those employees engaged
by the Company as Printers and Printers' 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 "Employees" wherever used in this Agreement shall mean
only Printers and Printers' 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.



*Inf: Gagné
McC 31/12/49*

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.

6. SPECIAL WAGE AGREEMENT

Any employee, Printer or Printers' Apprentice required by the Company to work temporarily at the back of a machine shall be entitled to receive for such time as he so works the same rate of pay that he would otherwise receive as a Printer or Printers' Apprentice.

7. GRIEVANCES AND COMPLAINTS

For the purpose of discussing all grievances and complaints there shall be a Committee composed of eight persons. The President and the Secretary of the Association and three other members shall represent the Employees on the Committee and the Company at any time and from time to time shall name three persons to represent the Company on the Committee. This Committee shall deal with all complaints made by any Printer or 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.

8. REDUCTION OF STAFF

If the Company should at any time find it necessary to reduce the number of Printers and/or Apprentices by reason of the inability of the Company to provide sufficient permanent work for all the Printers and/or Apprentices then engaged or for any other reason, the Company undertakes to refer the matter to the Committee referred to in Clause 7 of this Agreement and to consider the recommendation made by the said Committee before reducing the said number.

9. 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.

10. VOLUNTARY REVOCABLE CHECK-OFF

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

SCHEDULE "A"

Date

I, the undersigned, hereby authorize Dominion Textile Company Limited to deduct, for my Textile Printers' Association dues, the sum of fifty cents from my pay for each week and to remit this money to the Treasurer of the Textile Printers' 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 Printers' Association dues and to remit same to the Treasurer of the Textile Printers' 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

11.

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.

12.

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 and a copy of it 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 Printers' 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.

13.

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.

14. DECLARATION BY ASSOCIATION

The Association hereby declares that notice authorizing the incorporation of the Association was published in the Quebec Official Gazette on the 15th day of January 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.

B. APPRENTICES

15. WAGES FOR APPRENTICES

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

First year of apprenticeship -----	\$ 0.80 per hour
Second year of apprenticeship -----	\$ 0.85 per hour
Third year of apprenticeship -----	\$ 0.90 per hour
Fourth year of apprenticeship -----	\$ 0.95 per hour
Fifth year of apprenticeship -----	\$ 1.15 per hour
Sixth year of apprenticeship -----	\$ 1.25 per hour
Seventh year of apprenticeship -----	\$ 1.40 per hour

16. APPRENTICESHIP

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

Each Apprentice's individual record shall be reviewed by Management and Printers Committee on or near said Apprentice's anniversary date of each year of Apprenticeship.

The number of Printers' Apprentices shall at no time exceed the proportion of one Printers' Apprentice to five Printers and the Association shall at all times be consulted by the Company regarding the take-on or lay-off of Printers' Apprentices.

It is agreed upon between the Company and the Association that Printers' Apprentices now serving in His Majesty's Forces shall upon returning to work be paid the hourly rate they would have been entitled to as apprentices had they not been out on leave of absence. It is also understood that these apprentices will have to complete a full seven years apprenticeship before they will be entitled to full journeyman privileges.

For the purpose of Paragraph (3) of this clause those apprentices who would normally have completed their term of seven years apprenticeship had they not been out on leave of absence, will be classed as Printers with the exception that they will not receive full journeyman privileges until actual completion of the apprenticeship term required by this contract.

17. OVERTIME PREMIUM

The Company undertakes to pay Printers' Apprentices only time and one half of the regular rate paid to such Printers' 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 a Printers' Apprentice 90% of the hourly rate of such Printers' 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 Printers' Apprentice covered by this contract having less than five years service with the Company 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 one prior to the vacation or since the date of employment, should the period of employment be less than twelve months.

Each Printers' Apprentice covered by this Contract having 5 years continuous service or more as of June 30th 1949 with the Company 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 one prior to the vacation.

The above vacations will be given at such dates as are decided upon by the Company.

C. PRINTERS

20. WAGES FOR PRINTERS

All Printers after the completion of the seventh year of Apprenticeship shall be paid:

- One to five nips per machine - \$1.90 per hour
- Six to ten nips per machine - \$1.95 per hour
- Over ten nips per machine - \$2.00 per hour

<u>Number of Nips Per Machine</u>		<u>Machine Numbers</u>
One to Five	-	1-2-3-4-5-19
Six to Ten	-	6-7-8-9-10-11-12-13-14-15-16-17- 20-21
Over Ten	-	18

21. PAYMENT FOR TIME LOST BY PRINTERS

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 Printers the Company agrees that all Printers (That is those Printers 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 Printer and any Printer 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 Printers 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 PRINTERS 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

and if they offer their services for work, then the Company agrees to pay in the case of a Printer 90% of the hourly rate of such Printer 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 Printer who has worked twenty years as a Printer with the Company and who by reason of age, ill health or other incapacity is unable to continue to operate a Print Machine efficiently 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) Pensions 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 a Printer.

24.

ANNUAL VACATION WITH PAY

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

Any Printer covered by this Agreement having five years continuous service or more as of June 30th, 1949 with the Company will be entitled during this Agreement to two weeks' vacation with pay equal to 4% of the gross earnings of such Printer during the 12 months preceding the last pay period but one prior to the vacation or to 72 hours pay at that Printer's regular hourly rate whichever is the greater.

The above vacations will be given at such dates as are decided upon by the Company.

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:

DOMINION TEXTILE COMPANY LIMITED

W. J. Hill

Witness

E. Sewell

Manager Magog Print Works

IN THE PRESENCE OF:

TEXTILE PRINTERS ASSOCIATION

J. B. Richardson

Witness

David R. Cross

President

J. B. Richardson

Witness

William Bellingham

Secretary