

S-516

DOM. TEXTILE - MANUF.

(Imprimerie)

1947-48



47-48

S. 516

MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 13 septembre 1947.

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

Sujet: Conv. coll. entre Dominion Textile
Company Limited & Textile Printers' Association, Magog,
Que.

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 4 août 1947 et déposée au ministère du
Travail sous le numéro 516.

Sincèrement à vous,

Le Sous-ministre

E-15



117-48
S. 516

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 15 septembre, 1947.



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

RE:- DOMINION TEXTILE COMPANY LIMITED
&
TEXTILE PRINTERS' ASSOCIATION, MAGOG, QUE.

Monsieur le sous-ministre,

J'accuse réception de votre lettre
du 13 septembre 1947, accompagnée pour dépôt
de deux copies certifiées d'une convention de travail,
en date du 4 août, 1947, intervenue entre
les parties ci-dessus mentionnées et déposée au minis-
tère du Travail, le 20 août, 1947,
sous le numéro 516.

BUREAU DU SOUS-MINISTRE	
Préparer référence à:	
Apporter dossier	
Préparer	réquisition
	arrêté ministériel
	projet de réponse
	avis de publication
Attester réception	
M'en causer	
Faire la nécessaire	
M'obliger	
Classer	

Bien à vous,

Paul F. Bernier

Paul F. Bernier

Le secrétaire,

P. E. Bernier, L.L.L



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 13 septembre 1947.

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

Sujet: Convention collective entre Dominion Textile
Company Limited & Textile Printers' Association, MAGOG,
Que.

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 4 août 1947 et déposée au ministère du Travail le 20 août 1947 sous le numéro 51 en exécution de la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements).

Sincèrement à vous,

Le sous-ministre



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 28 août, 1947.

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

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

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 20 août, 1947 sous le numéro
516.

Sincèrement à vous,

Le sous-ministre

MC.
encl.

H-12



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, August 28th, 1947.

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 August 20th, 1947, under Number 516 of the Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between Dominion Textile Company Limited and Textile Printers' Association, Magog, Que.

May I draw your attention to the fact that the labour association party to such agreement has not been certified as bargaining agent by the Quebec Labour Relations Board; consequently, the hereinabove mentioned agreement is governed by Section 18 of the Labour Relations' Act (R.S.Q., 1941, Chapter 162 and amendments), which reads as follows:

"18 Nothing in this act shall prevent an unrecognized association from entering into a collective agreement, but an agreement so entered into shall become void the day another association is recognized by the Board for a group represented by the latter association."

Sincerely yours,

Deputy Minister.

MC.
encl.



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PARLIAMENT BUILDINGS
QUEBEC

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Sincerely yours,

Deputy Minister.

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 516
Number

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

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

mil neuf cent quarante-sept
nineteen hundred and forty-

le ministère du Travail a reçu de **Mr. W. Bellingham, Secretary for Textile Printers**
the Department of Labour has received from
Association, Magog, Que.,

la convention mentionnée ci-après, laquelle a été déposée sous le numéro **516**
the hereinafter mentioned agreement, which has been deposited under Number

savoir:
to wit:

Une convention collective en date du **4 août, 1947,**
A collective agreement under date of

intervenue entre: **Dominion Textile Company Limited & Textile Printers' Association, Magog,**
between: **Que. En vigueur à compter du 4 août 1947 jusqu'au 4 août, 1948.**
Renouvellement automatique.

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

Sceau - Seal

ce **vingt-huitième** jour du mois de
this **day of the month of**

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

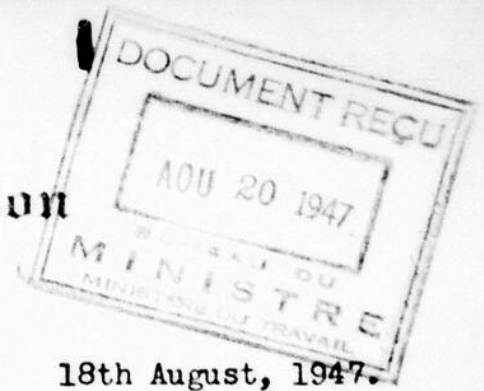
MC.

.....
Sous-ministre

.....
Deputy Minister

Textile Printers Association

Magog, Que.



18th August, 1947.

The Minister of Labour,
Province of Quebec,
Quebec.

Dear Sir,

I have pleasure in enclosing Collective Labour Agreement made at Magog, Quebec, the fourth day of August, 1947, between the Dominion Textile Co. Ltd., and the Textile Printers Association.

Yours very truly,

W. Bellingham
per BB

Secretary,
Textile Printers Association.

CONVENTIONS COLLECTIVES		
VISA DE	Date	Pa.
Estampille	✓	M.C.
Signatures	✓	
Incorporation	31-12-43	
Reconnaissance		
Numéro de	516	
Formule	434	

COLLECTIVE LABOUR AGREEMENT made at Magog,

Quebec This FOURTH day of August A.D. 1947.

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 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 hereinafter 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, hereinafter 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 prepared to recognize the Association as the Collective Representatives of the said Printers and Printers' 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:

1.

The Company hereby recognizes the Association 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. All hours worked over 40 hours in any one week shall be overtime.

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 mutually agreed upon between the parties hereto during the term of this Agreement.

5.

WAGES FOR APPRENTICES

The hourly rate of wages for Printers' 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-----	\$ 1.05 per hour
Sixth year of Apprenticeship-----	\$ 1.15 per hour
Seventh year of Apprenticeship-----	\$ 1.30 per hour

6.

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 Apprentices' anniversary date of commencement on a trade. The said review will determine the completion 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.

7. WAGES FOR PRINTERS

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

- One to five nips per machine - \$1.80 per Hour
- Six to ten nips per machine - \$1.85 per hour
- Over ten nips per machine - \$1.90 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

8. NIGHT PREMIUM

The Company undertakes to pay to the said Employees an amount equivalent to 5% over the rates hereinabove referred to for night work. Night work to be determined in accordance with Ordinance No.8 Article 25.

9. OVERTIME PREMIUM

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

10. 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 50% 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 50%. The purpose of this Clause 10 is to provide the said 50% 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.

11. PAYMENT FOR TIME LOST BY PRINTERS AND AP-
PRENTICES BY REASON OF STRIKES 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 each Printer and Printers' Apprentice 50% of the hourly rate of which such Printer or Printers' Apprentice is entitled 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, 40 hours in any week.

12. SPECIAL WAGE AGREEMENT

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

13. VACATIONS

Each employee covered by this contract shall be entitled to one week's vacation with pay calculated on the basis of 2%(Two per cent) of the gross earnings of the employee during the twelve months preceeding the last pay period but one prior to the holiday or since the date of employment, should the period of employment be less than twelve months.

14.

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.

15.

GRIEVANCES AND COMPLAINTS

For the purpose of regulating 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.

16.

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 15 of this Agreement and to consider the recommendation made by the said Committee before reducing the said number.

17.

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.

18.

RECOGNITION OF ASSOCIATION BY LABOUR
RELATIONS BOARD

The Association undertakes as soon as possible by petition in writing to the Labour Relations Board of the Province of Quebec to obtain recognition of the Association as the Collective Representative of the said Employees and shall file as soon as possible with the Company a copy of the certificate issued by the said Labour Relations Board so recognizing it. The Company undertakes to assist the Association insofar as it is legally possible to do so in obtaining such recognition. The Association further undertakes and agrees to comply fully with all the terms and provisions of the Labour Relations Act of the Province of Quebec.

19.

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.

20.

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 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.

21.

RATIFICATION

The Association undertakes to submit this Agreement to its members and to have it ratified by such members and to deposit a duplicate of this Agreement with the Minister of Labour of the Province of Quebec in accordance with the provisions of the Professional Syndicates 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.

22.

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.

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

DOMINION TEXTILE COMPANY LIMITED

Per: *Lawell*
Manager Magog Print Works

In the Presence of

TEXTILE PRINTERS ASSOCIATION

Per: *David H. Cross*
President

Per: *W. H. Bellamy*
Secretary.