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WAGES PAID, BY YEAR, BY OCCUPATION, FOR ALL ZONES

1940 - 1949

OCCUPATIONS	1940	1941	1942	1943	1944	1945	1946	1947	1948	1949
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
COMPOSING										
Journeymen	1,072,499	1,315,854	1,456,518	1,535,365	1,675,378	1,872,387	2,173,050	2,465,328	2,982,673	3,485,165
Apprentices	157,463	181,343	165,599	161,297	188,808	243,342	391,245	490,017	566,284	625,415
PRINTING										
Rotary pressmen	—	—	—	—	—	41,167	59,520	117,823	133,363	203,849
Assistant rotary pressmen	—	—	—	—	—	—	—	—	—	99,215
Cylinder pressmen	457,582	578,393	648,035	723,172	839,812	924,615	1,073,838	1,262,209	1,495,105	1,664,835
Cylinder press feeders	130,049	179,724	148,133	128,445	116,167	98,646	102,160	105,656	87,902	93,905
Platen pressmen	187,480	184,502	204,727	221,738	238,225	273,051	338,200	368,162	506,673	632,670
Platen press feeders	63,328	79,759	84,296	72,329	82,437	92,053	117,247	113,371	112,914	134,939
Assistant pressmen	50,507	79,144	96,977	121,555	125,573	147,493	233,225	283,703	360,101	389,709
Apprentice pressmen	110,698	125,574	113,988	111,674	157,580	204,522	316,786	380,709	466,295	539,068
Multigraph operators	25,217	23,673	32,424	34,469	35,397	37,856	37,669	30,446	31,690	37,238
BOOKBINDING										
Journeymen	287,633	339,746	396,299	453,949	508,325	592,972	692,742	751,203	844,686	927,947
Apprentices	69,106	72,773	59,890	44,821	43,772	65,426	111,702	159,826	189,501	258,862
Bookbinding girls	328,273	478,766	659,102	786,337	946,904	1,045,458	1,262,772	1,530,091	1,761,404	1,915,255
Helpers	28,037	56,082	77,146	111,210	158,458	211,780	262,511	291,921	347,198	466,125
TOTALS — (All occupations)	2,967,872	3,695,333	4,143,134	4,506,361	5,116,856	5,853,765	7,172,667	8,350,465	9,885,789	11,474,197

LABOUR JURISPRUDENCE

Prescription and labour laws

"On August 17, 1945, the plaintiff was engaged as a teacher by the defendants, at a salary of \$400.00 per year. She fulfilled her contract and received the sum of \$400.00. The St-Philippe school board is in inspection district number 60. The teachers of this district formed an association following the Labour Relations Act and the Public Services Employees Disputes Act (R.S.Q. 1941, ch. 162A and 169). The certificate of the association is dated August 2, 1944, and it is the negotiation agent for catholic teachers employed by the defendants. The parties being unable to arrive at a collective agreement, the Minister of Labour ordered a council of arbitration to be set up to settle the dispute. The council of arbitration rendered its decision on the 11th of February, 1946. The arbitration award was delivered to the Minister of Labour and transmitted to the defendants. It established the right of the plaintiff, like that decided by the Court of Appeals in the case of The Catholic Association of Rural Teachers of District No. 60 versus the School Commissioners of St-Pascal (1947 B.R. 728). The plaintiff, according to this award, had a right to the sum of \$730.00. The balance of \$330.00 which she claims is still owing to her."

The debate hinged on a question of prescription by the defense which pretended, for this reason, that the arbitration award does not apply.

Here is the substance of the judgment. The Labour Relations Act, the Quebec Trade Disputes Act and the Public Services Employees Disputes Act do not decree any prescription of wages. Similarly, the Professional Association Act, the Collective Agreement Act and the Minimum Wage Act, which do decree a prescription of six months, do not apply to a case of this kind. Hence we must have recourse to article 2260, paragraph 6, C.C. Consequently, the teacher's demand for a raise in her stipulated salary is prescribed by an arbitration award for five years, the parties admitting that there never has been a specific agreement.

(Mlle Gagnon, plaintiff, vs *Les commissaires d'écoles pour la municipalité de St-Philippe*, defendant, Kamouraska, Jan. 24, 1949; President, Justice Langlais; plaintiff's lawyer, Me M.-L. Beaulieu; defendant's lawyer, Me V. Trépanier; cf. R.J. de Q., C.S., 1949, p. 201.)

Union Security

In a recent arbitration case, the members of the board rejected unanimously a request for a "union shop", giving the following reasons for their decision: "The liberty of the individual for which unions themselves fought in the past, individual liberty which is at present sanctioned by the Treaty of the Rights of Man, signed by our country, and the spirit of our laws, do not seem to authorize us or give us the power to grant this request".

(Mc Lennan Lumber Limited, Montreal, and the *Association canadienne des travailleurs du bois*, local No. 16, Inc.; unanimous decision, July 18, 1949; President, Justice Irénée Lagarde; representative of the employer, Me Philippe Lamarre, c.r.; representative of the union, M. Léopold Lavoie.)

The following is an account of a judgment rendered by Justice Pettigrew, as summarized in the Quebec judiciary reports published by the provincial Bar:

The Labour Relations Act is within the powers of the provincial legislature. It is not incompatible with article 502-A of the Criminal Code, and consequently article 44 of the Labour Relations Act, which prescribes a penalty for failure to conform to the obligations of the Act, is not inoperative. Corporations, like individuals, can commit a criminal infraction. Although school boards can decline to rehire teachers without being bound to give their reasons, they are subject to the provisions of article 21 of the Labour Relations Act and cannot refuse to employ a teacher because, as in this case, she is president of an employees' association. The authorization of the Labour Relations Board, required by article 49 of the Labour Relations Act, is sufficiently explicit if it is clear that the commission gave its decision in full awareness of the case. In this case it implicitly contains the text of the request, and consequently contains all the essential elements. Under the Quebec Summary Convictions Act the motion to set aside

the complaint is admissible only when it removes irregularities which cannot be corrected by amendment.

(*Mlle Couture v. the school commissioners of the municipality of Lauzon*; Justice Pettigrew; Sessions of the peace, No. 37,801, Quebec, March 30, 1950; Q.B.R., C.S., May-June 1950, p. 201 and following.)

Paid vacation, stability factor

In an arbitration which took place in July, 1949, the representatives unanimously granted a second week of vacation with pay after five years of continuous service. They gave as their reason that they had in view the purpose of assuring a greater stability among the employees of the company.

(*Radiateur Plessis Limitée and the Syndicat des employés de fonderies de Plessisville, Inc.*; presiding, Me Roger Thibaudeau; representative for management, Me Maurice Boulanger, C.A.; representative for labour union, Me Marius Bergeron; unanimous award, July 22, 1949.)

BOOKS

El Contrato Colectivo de Trabajo, su significado economico-social, Mexico 1949; *Modernization de las Relaciones de Trabajo*, aspectos de una nueva conciencia patronal, Mexico 1949. These two works of about sixty pages each contain the account of the convention of the *Confederacion Patronal de la Republica Mexicana*. The first studies the collective labour agreement as it is generally understood, in relation to the contracting parties, to the business enterprise, and to the national economy. The second treats of the modernization of labour relations, giving special attention to the role of the employer in his relations with the workers, as head of the firm, and in relation to the national economy. The experiences under-

gone by employers in Mexico when not so long ago they were faced with a government at the mercy of revolutionary syndicalists, and the relative peace in which they find themselves at present, give to these works a realistic character and a sense of Christian social responsibility one would like to see take hold of the employers' associations of our country.

This employers' association which includes the great majority of Mexican employers does not believe that, even when faced with trade unions which are far from being inspired by the doctrine of the Church, it is necessary to create an hysterical atmosphere and to organize employers as though girded for battle, in order to bring peace to the troubled field of labour relations. G. D.

STATISTICS AND INFORMATION

HOLIDAYS WITH PAY IN THE COLLECTIVE AGREEMENTS IN THE PROVINCE OF QUEBEC

This third and last section of the work done in collaboration with the research bureau of the *Département des relations industrielles* of the *Faculté des sciences sociales* of Laval University, bears on the question of holidays with pay.

The first table gives us a bird's eye view of the paid holiday clauses included in 463 collective agreements deposited with the Labour Relations Board of the Province of Quebec. These agreements cover all the groups of establishments except manufacturing industries, and are divided according to the number of employers granting these paid holidays and the number of employees involved. All these agreements were in force as of December 31, 1948.

We find in them that 944 employers out of 1,930, having in their employ 28,806 workers out of a total of 59,111, grant from two to fifteen holidays with pay per year. On the other hand, 986 of these 1,930 employers, employing 30,305 of the 59,111 workers, do not give any paid holidays. Among the holidays in question it is easily shown that religious feast days predominate.

The following rules of application are found in some agreements. Fourteen agreements require the worker to be at work the day before and the day after the holiday in order to draw pay for it. One agreement requires presence at work during the whole week preceeding the holiday. Minimum service required before possession of the right to paid holidays is as follows: one agreement stipulates one month, three agreements require three months, and four agreements require a year. Four agreements grant only half pay for every feast day or holiday on which no work is done. Only one agreement provides compensation for an additional day to compensate for any holiday falling within the annual vacation of a workman. One hundred fifty-three agreements determine the observance of feast-days and stipulate a special pay regulation for work done on those days.

The second table shows the status of paid holidays in 702 collective agreements in the manufacturing industries of the Province of Quebec. These agreements were in force as of December 31, 1948.