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LABOUR JURISPRUDENCE

Rand Formula

In a dispute between the City of Verdun and the International Association of Firemen, Local 984, the latter asked, in effect, for the application of the Rand Formula. The Board, in a majority decision, with the union arbitrator dissident, expressed the opinion that, "The demand of the Association under this claim imposes a tax on the Verdun firemen for permitting them to work for the City. This tax would constitute a condition of hiring. The majority of the Board considered that they had no jurisdiction to do this, more particularly following the adoption of the new law concerning municipal and school corporations and their employees. Under the circumstances the Board was of the opinion that even if the evidence justified according the request of the Association, the dispositions of the new law concerning municipal and school corporations and their employees, forbade it".

The City of Verdun and the International Association of Firemen, Local 984, Majority judgment, union arbitrator dissenting, Nov. 9, 1949. Me André Montpetit, chairman; Me C. A. Sylvestre, City arbitrator; Me Marc Lapointe, union arbitrator.

Refusal to pay an increase agreed upon in a collective agreement

In a collective agreement accepted by the parties, the company had agreed to give a specified wage increase to a certain category of its employees at a determined date. When the time came the company did not pay this increase. The dispute lead to arbitration proceedings where the company, to explain the default in fulfilling its obligation, alleged both its incapacity to pay and the disparity of wages in similar industries, claiming that the wages paid by it were higher than the wages paid by the other companies.

The company wished to present this double evidence, to which the union party objected, claiming that such evidence was inadmissible and not relevant to the case.

The Board in a majority decision gave the following decision:—

1. The collective agreement signed by the parties is an ordinary contract whose clauses can not be modified by an arbitration board.
2. The Board, in this case, can not modify the agreement without prejudice to the acquired rights.
3. The Board considers that the evidence the Company wishes to present is illegal and foreign to the case.
4. The Company has broken the collective agreement by refusing to give the increase which it had engaged itself to grant.
5. The Board orders the Company to pay the increase in question.

Eastern Furniture Company Ltd. and the Syndicat national catholique des travailleurs du meuble de Victoriaville et Arthabaska Inc. Me Gilles de Billy, chairman; Me Jean-Paul Ste-Marie, employer's arbitrator; Me J.-P. Geoffroy, union arbitrator, majority judgment sentence — employer's arbitrator dissenting, Nov. 15, 1949.

Union Check-off

In a recent arbitration the employer's arbitrator cast a doubt upon the legality of the union check-off, even when voluntary, because of Section 70, ordinance number 4. This section of the order forbids, as a matter of fact, all with-holding of wages outside of the exceptions given. Among these cases of exception there is no mention of union check-off. Nevertheless, the arbitrators decided unanimously to retain voluntary, binding union check-off.

The American Can Company & Canadian Workers' Union, Local 353 (TLC). The Honourable Mr. Justice Guérin, chairman; Mr. Paul E. Smith, employer's arbitrator; Mr. Swerdlow, union arbitrator, judgement rendered Nov. 17, 1949.

AWARDS BETWEEN DECEMBER 1 AND 31, 1949

Employer	Union Affiliation	Date of the Award
Matthew Moody & Sons	CGL	1 - 12 - 49
L'Association des patrons-boulangers de Québec	CCCL	4 - 12 - 49
Flintkote Mines Ltd.....	TLC	28 - 11 - 49
Johnson's Co. Ltd.....	CLA Inc.	6 - 12 - 49
Asbestos Corporation Ltd.....	CGL	7 - 12 - 49
Federal Electric Manufacturing Co. Ltd.....	CCCL	10 - 12 - 49
E.J. Maxwell Ltd., Montréal.....	CCCL	10 - 12 - 49
General Cigar Co. Ltd., Montréal.....	CCCL	10 - 12 - 49
Fonderie Légaré Ltée, Sherbrooke.....	CCCL	10 - 12 - 49
Singer Manufacturing Co., St-Jean.....	CGL	30 - 12 - 49

AWARDS BETWEEN FEBRUARY 1 AND 28, 1950

The Parties	Union Affiliation	Date of the Award
Atlas Bedding Ltd. vs Upholsterers' International Union of North America, local 302	TLC	20 - 2 - 50
Hôtel-Dieu de Sherbrooke vs Association des employés du service hospitalier de Sherbrooke, inc.	CCCL	20 - 2 - 50
Dubeau & Frères vs Syndicats catholiques nationaux des travailleurs du bois de Joliette, inc.	CCCL	24 - 2 - 50
Jewish Vocational Service vs United Office & Professional Workers of America, local 79	CGL	24 - 2 - 50
A. Bélanger Ltée vs Syndicat des travailleurs de la fonderie de Montmagny, inc.	CCCL	25 - 2 - 50
Orange Crush Ltd., Kik Co., vs Transport Drivers Warehousemen and Helpers' Union, local 106	TLC	22 - 2 - 50
L'Association patronale des constructeurs du diocèse de Nicolet vs Syndicats nationaux catholiques des métiers de la construction de Victoriaville et Drummondville	CCCL	27 - 2 - 50

ARBITRATION CASES ON FEBRUARY 28, 1950

The Parties	Union Affiliation	President of the Council of Arbitration
M.E. Binz Co., Montmagny vs Syndicat national catholique du textile de Montmagny, inc. (grievances)	CCCL	Justice Achille Pettigrew
Classon Knitting Mills Ltd., Sherbrooke vs Union des employés du vêtement de Sherbrooke	CCCL	G.D. Laviolette
Standard Shirt Manufacturing Co. Ltd. vs Union nationale du vêtement, inc.	CCCL	Justice Armand Cloutier
Paramount Leather Goods vs Union des ouvriers de la sacoche	TLC	Justice T.A. Fontaine
Empire Shirt Mfg. Co. vs Syndicat national catholique du vêtement de Louiseville	CCCL	Me Jean Gagné *
M.E. Binz Co. Ltd., Montmagny vs Syndicat national catholique du textile de Montmagny, inc. (renewal of agreement)	CCCL	Me Victor Trépanier *
J.-J. Joubert Ltée vs Union ouvrière des employés de laiterie, local 973 (amendments to agreement)	TLC	Justice Jules Poisson
Esmond Mills Co. vs Syndicat national catholique des employés de Esmond Mills	CCCL	Justice Herman Barrette
J.C. Wilson Co. Ltd. vs Union des travailleurs du carton et papier façonnés	CCCL	Me André Montpetit
Canadian Meat Co vs Amalgamated Meat Cutters & Butcher Workmen	TLC	Me Ulric Laurencelle *
Dominion Textile Co. Ltd. vs Syndicat du textile de Magog	CCCL	Justice Armand Cloutier
Rutherford Co. Ltd. vs Union internationale des ouvriers de l'Amérique du Nord	CGL	Justice Guy Guibault *
Canadian Tube & Steel Products vs United Steelworkers of America, local 2423	CGL	Justice C.E. Guérin *
Commonwealth Plywood Co. Ltd. vs Upholsterers' International Union of North America, local 388	TLC	Justice C.E. Guérin
Durable Bedding Co. & Durable Upholsterer vs Upholsterers' International Union of North America, local 302	TLC	Justice Armand Cloutier
Montreal Tramways Co. vs Canadian Brotherhood of Maintenance of Way Employees, local 313	CGL	Justice Georges Héon *
R.C.A. Victor Co. Ltd. vs United Electrical, Radio & Machine Workers of America, local 531	CGL	Justice C.E. Guérin
Canadian Allis Chalmers Co. vs United Electrical Radio & Machine Workers of America, local 518	CGL	Me Ulric Laurencelle *
Jewish Community Council vs United Packinghouse Workers of America, local 368	CGL	Justice T.A. Fontaine
LaSalle Slippers Manufacturing vs Syndicat des travailleurs en chaussure de Montréal, inc.	CCCL	Justice René Lippé
Dominion Rubber Co. Ltd., St-Jerome vs Union fédérale des travailleurs en caoutchouc, local 144	TLC	Me Fernand Guertin *
Miner Rubber Company, Granby vs Union fédérale des travailleurs en caoutchouc, local 209	TLC	Justice Irenée Lagarde
Marvyn Hosiery Ltd. (Grover Mills Ltd.) vs Syndicat du bas façonné et circulaire de Marvyn	CCCL	Justice T.A. Fontaine
Association des Marchands détaillants du Canada inc., section de la nouveauté, du meuble et accessoires électriques, de la chaussure et l'Association patronale du commerce de Québec vs Syndicat des employés de magasins de Québec, inc.	CCCL	Paul Desrochers
Grover Mills Ltd. vs Union nationale du vêtement inc.	CCCL	Justice T.A. Fontaine

* Appointed by Minister of Labour