

The Term of Notice

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THE TERM OF NOTICE

At the end of the last century, regulations on the breach of labour contract were laid down by the Legislator. They can be found in (R.S.Q., 1941, c. 328), An Act Respecting Masters and Servants.

According to this statute, the term of notice could be fixed in cities and towns by a municipal by-law; elsewhere it was determined by the provisions of this statute.

The Act Respecting Masters and Servants was applicable to domestics, servants, journeymen, labourers, in short, to all workmen; it also applied to those engaged for an indefinite period of time. Their labour contract could not be cancelled by either party without previous notice.

But the provisions of this law no longer corresponded to our social ethics because a penalty for quitting work without notice was embodied therein. Many servants and apprentices were summoned before the Courts and charged with the offence of having left their employers in the lurch.

During the last session, the Legislature by Statute 13, Geo. VI, c. 69, repealed the Act Res-

pecting Masters and Servants and the Municipal By-laws adopted thereunder. The Act Respecting the Hiring of Fishermen and Recovery of their Wages (an act to the same effect) was also repealed.

The following subsection was inserted in section 1668 of the Civil Code :

« In the case of a domestic, servant, journeyman or labourer hired by the week, the month or the year, but for an indefinite period of time, his contract may be terminated by a notice given by one of the parties to the other, of a week, if the contract is by the week; of two weeks, if the contract is by the month; of a month, if the contract is by the year. »

This new article fixes the length of the notice to be given and thus elucidates the provisions of articles 1642 and 1657 of the Civil Code which apply to other employees engaged for an undetermined period.

STRUCTURAL REFORM

For some time there has been talk of reforms in the enterprise in many circles.

Some get excited and cry revolution or upset of established order, while a start has only just been made in the spreading of the ideas contained in principle in the Christian social doctrine.

Others, — and happily it is the case of the majority, although they make less noise, — of a less superficial judgment, try to study objectively these new ideas in order to see if it is possible, by an evolution both practical and audacious, to insure the reasonable application in a way to rid the modern economy of the abuses of an anonymous and all-powerful capitalism.

Such is the first thing that comes to the attention of one who takes the trouble to read carefully a book published only a few days ago in French and English, by the Department of Industrial Relations of the Faculty of Social Sciences, of Laval University, under the signatures of Rev. Gérard Dion, Rev. Paul Emile Bolté as well as Marcel Clement. This book is called « Structural Reforms in the Enterprise ». ¹

(1) « *Structural reforms in the enterprise* » is on sale at the Department of Industrial Relations, Laval University, Québec, at the price of \$1.00.

In a very appropriate introduction, Rev. Gerard Dion presents the problem, recalling that sixteen years ago, in the encyclical letter « *Quadragesimo Anno* » his Holiness Pius XI gave the cue « Both morals and institutions must be reformed ».

« Structural Reforms are required at the level of the enterprise, the profession and the nation. These reforms are based on the problem of property and its distribution in all its forms. However, it must not be forgotten that the point at stake in the conflict between employers and employees is not merely a question of dollars and cents, but a new distribution of authority and a practical acknowledgement of the dignity of man. That is why we intend not to steer a haphazard course to the right or to the left, but to follow the principles of social doctrine of the Church, a fount of wisdom in itself, to take into account the social realities that are encountered here, and to redraft our conception of property, the undertaking, capitalism, profits, authority in labour relations, participation in ownership, co-administration, and profit-sharing. »

The studies in the book are concerned with structural reforms inside the enterprise. It is the foundation. It is useless to think about reforming the profession and even less, the economy as a whole, if the foundation is lacking, if they no longer are adaptable to the present conditions