

Structural Reform

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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 VI, c. 69, repealed the Act Res-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 The Act Respecting the Hiring of Fishermen and Recovery of their Wages (an act to the same effect) was also repealed.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

of the employers and employees, if the break is complete between capital and labour, if the economic and the social conditions are so placed, by the judicial framework, that it is not possible for them to meet and understand each other.

At the very foundation, the reform of the enterprise hits the problem of property. It is surprising to remark, on this subject, how well, since a century, the capitalist system has succeeded in passing for the uncontested defender, the sole guardian of personal property. How clever, — wolf in sheep's clothing, — to act pure, if we may put it in this way, whereas in reality in ninety percent of the large organizations, commercial and industrial, it represents what is most anonymous, most collective and widespread.

In a chapter, entitled « Property and Enterprise », Rev. Bolté defines property, enumerates its titles, then makes the applications which are necessary for the enterprise which may vary from personal property to a gathering of a capital from all over the world. The author concludes from all this, that, on one hand « under the inspiration of economic liberalism, money is the master, and one neglects the social function inherent to property, the service inherent to authority », and that, on the other hand,

if one wishes to correct this situation, make the large enterprise « a communitary reality », it is necessary to modify the wage contract by some elements drawn from the contract of partnership.

In his part, Mr. Marcel Clement, after having stood free enterprise against « laissez-faire » enterprise, makes the necessary distinction between paternity, patronate and paternalism, analyses the structure of the modern enterprise, explains some of the solutions which can be applied to correct its faults and deficiencies. The Rev. Gerard Dion studies morality of profit-sharing while Mr. Clement shows what role unionism must play in the elaboration of structural reforms.

All those who wish really and sincerely to work at the restoration of the social order will find it profitable to read and study the book « Structural reforms in the enterprise ». Even if it does not cover the question completely, as the authors point out, it will contribute singularly to inform, to make one think and to open new horizons.

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ARBITRATION PROCEDURE

Its use in the Province of Quebec

The annual report of the Department of Labour for the year 1947-48 can be consulted with a great deal of interest. Statistics have been compiled which permit the reader to appreciate the immense effort in conciliation and arbitration which has been made without noise or much publicity by the conciliators and arbitrators nominated by public authority.

First, a rapid glance at the report of the Labour Relations Board tells us that during this year, unions have deposited 676 collective agreements covering 158,317 employees. A complementary report indicates, after taking into account agreements terminated, denounced and not renewed, that 1136 agreements are in force covering 163,548 employees.

We are not in a position to explain the wide discrepancy between the number of agreements deposited during the year and that of the agreements now in force nor can we explain the small difference between 158,317 employees covered by the agreements of the present year and 163,548 employees covered by the agreements now in force. In any case, these figures may be found on page 33 of the annual report.

Table No. 9, on pages 34 and following, classes by union affiliation, the number of agreements deposited as well as the employees covered, during the same year.

The Canadian and Catholic Confederation of Labour, Inc. has to its credit 163 agreements, covering 44,057 employees. 124 of these agreements were concluded after direct negotiations, which constitutes a very large percentage. On the other hand, 39 have passed by the stage of conciliation and 13 by that of arbitration.

The independent unions, incorporated or not, have to their credit 73 agreements covering 27,175 employees. 66 of these agreements have been concluded by direct negotiations, 7 have been referred to conciliation and 3 only to arbitration.

For the Canadian Congress of Labour it counts 71 agreements interesting 12,873 employees. Of these agreements, 50 have been negotiated directly by those interested, 20 have been brought to conciliation and 14 to arbitration.

Finally, the Trades and Labour Congress, to which are affiliated the American Federation of Labour unions, has to its credit 137 agreements, covering 40,280 employees. Of these agreements,