

Essential Elements of Trade Union Agreements

Volume 1, numéro 3, novembre 1945

URI : <https://id.erudit.org/iderudit/1023911ar>

DOI : <https://doi.org/10.7202/1023911ar>

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Éditeur(s)

Département des relations industrielles de l'Université Laval

ISSN

0034-379X (imprimé)

1703-8138 (numérique)

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Citer cet article

(1945). Essential Elements of Trade Union Agreements. *Relations industrielles / Industrial Relations*, 1(3), 6–6. <https://doi.org/10.7202/1023911ar>

ESSENTIAL ELEMENTS OF TRADE UNION AGREEMENTS

A sub-committee of the International Labour Office set up by the advisory committee on professional workers to study the essential elements of agreements and to formulate conclusions took steps to provide itself with the advice and opinion of experts chosen in such a way that they might be considered both as giving advice founded on their own experience and as expressing an opinion representative of interested circles. National organisations were therefore consulted in the choice of these experts. The sub-committee submitted a questionnaire and 30 men constituting two almost equal groups, representing employers and employees respectively, gave it the benefit of their experience.

The consultation of the experts led sub-committee to the following conclusions :

a) Drafting of any agreement. — 1. The system of collective agreements is considered by the large majority of experts, both employers and employees, as of great utility and even necessary to good organisation and satisfactory development ; 2. Whenever possible the agreement should be drafted by means of direct negotiation between organisations in preference to any public intervention ; 3. It would nevertheless be an advantage, in the eyes of the experts, if the application of any agreement drafted by the organisations were subsequently confirmed by law or order ; 4. A regular procedure for the revision of agreements should be provided and defined.

b) The essential elements of an agreement are, according to the experts, as follows : 1. Clauses dealing with termination of contract. The experts, both employers and employees, who dealt with the question, were almost unanimously of the opinion that it is necessary to distinguish previous notice from compensation for dismissal ; that there should not be reciprocity between employers and employees in respect of compensation, but that there should be complete reciprocity in respect of previous notice. The experts also considered it advisable to fix the amount of compensation in case of termination of agreements at the wish of the employer, but they were divided on the relative figures for compensa-

tion in these various cases. The majority of the experts considered it necessary, though very difficult, to define the « grave fault » which may justify the termination of a contract without compensation. 2. Clauses on conditions of work. According to the general opinion of the experts who dealt with this question, the agreement should fix a minimum salary and holidays and regulate hours of work. 3. Clauses on welfare measures. The experts decided on the whole in favour of including welfare provisions in agreements. They did not go into details, with the exception of three employers who proposed the division of the cost between employer, employee and perhaps the State. 4. Clauses concerning settlement of claims. The experts showed a marked preference for special courts with joint representation, but with the participation of judges.

c) The sub-committee, finally, drew attention to the wish frequently expressed by the experts representing both employers and employees that joint bodies should be set up to provide for permanent collaboration between employers' and employees' associations and the discussion in common of questions relative to conditions of work.

The sub-committee, in view of the desire of the majority of the experts representing both employers and employees for the general adoption of the best forms of regulation and agreement, called on the advisory committee on professional workers to ask the governing body of the International Labour Office to decide on the following proposals : That the experts' advice and opinions should be communicated to the various governments and organisations concerned, and that the International Labour Office should be requested to give this study the utmost publicity ; and, further, that the International Labour Office should be requested to continue to follow with attention the development of the conditions of employment in various countries, with special reference to the questions of recruiting and protection — questions which were mentioned on several occasions by the experts, though it was not for the moment possible to indicate a solution.

Ambag, (Jan.), 1945.