

S-1314

TELLER MOTOR SALES -
-Met. -

1949-50



COMMISSION DE RELATIONS OUVRIERES DE LA PROVINCE DE QUEBEC.

LABOUR RELATIONS BOARD OF THE PROVINCE OF QUEBEC.

256, RUE ST-JOSEPH,
QUEBEC.7080, RUE HUTCHISON,
MONTREAL.

Québec le 19 décembre 1949

Monsieur Gérard Tremblay,
Sous-ministre du Travail,
Hôtel du Gouvernement,
Québec, P.Q.



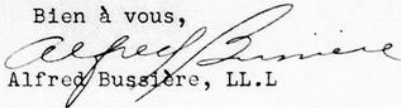
RE:- Teller Motor Sales Ltd.,
&
The National Metal Trades Federation
& L'association Canadienne des Trav.
de l'Automobile.

Monsieur le sous-ministre,

J'accuse réception de votre lettre du
15 décembre 1949, accompagnée pour dépôt
de deux copies certifiées d'une convention de tra-
vail, en date du 15 septembre 1949, intervenue entre
les parties ci-dessus mentionnées et déposée au minis-
tère du Travail, le 4 octobre 1949 sous le numéro 1314

mp/

Bien à vous,


Alfred Bussière, LL.L



49.50
S.1314

MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

QUÉBEC, ce 15 décembre 1949.

MEMO destiné à La Commission de Relations ouvrières,
286, rue St-Joseph,
QUÉBEC.

Sujet: Convention collective entre Teller Motor Sales Ltd.,
and The National Metal Trades Federation & "L'Association
canadienne des Travailleurs de l'Automobile."

Monsieur,

Conformément aux prescriptions du deuxième para-
graphe de l'article 19-A de la Loi des Relations ouvrières (S.R.Q.,
chapitre 162-A et amendements), je vous inclus, pour dépôt,
deux copies certifiées de cette convention datée du 15 septem-
bre 1949 et déposée au ministère du Travail le 4 octo-
bre 1949 en exécution de la Loi des Syndicats profession-
nels (S.R.Q., 1941, chapitre 162 et amendements), sous le nu-
méro 1314.

Sincèrement à vous,

L'Assistant-Sous-Ministre

Donat Quimper

H-14



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 13 octobre 1949.

MEMO destiné à La Commission de Relations ouvrières,
286, rue St-Joseph,
Québec.

Sujet: Convention collective entre Teller Motor Sales Ltd.,
3475, Avenue du Parc, Montréal, & The National Metal Trades Federation & L'Association
Canadienne des Travailleurs de l'Automobile

Je vous inclus une copie du certificat constatant le dépôt
de cette convention collective enregistrée au ministère du Travail
en exécution de la Loi des Syndicats professionnels (S.R.Q., 1941.,
chapitre 162 et amendements), le 4 octobre 1949 sous le numéro
1314.

Sincèrement à vous,

L'Assistant Sous-Ministre.

Donat Quimper
MC. incl.



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 13 octobre 1949.

Monsieur S.T. Payne, représentant,
Fédération Nationale de la Métallurgie,
1231 est, rue Demontigny,
Montréal 24.

Monsieur,

Je vous inclus un certificat constatant le dépôt fait au ministère du Travail, le 4 octobre 1949 sous le numéro 1314, de la convention collective conclue sous la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements) intervenue entre Teller Motor Sales Ltd., & The National Metal Trades Federation" & l'Association Canadienne des Travailleurs de l'Automobile.

La partie ouvrière ayant été reconnue le 27 avril, 1948 comme agent négociateur par la Commission de Relations ouvrières de Québec, le dépôt de cette convention au ministère du Travail a aussi les effets du dépôt exigé par la Loi des Relations ouvrières (S.R.Q., 1941, chapitre 162-A et amendements).

Veuillez agréer l'expression de mes meilleurs sentiments.

L'Assistant-Sous-Ministre

Donat Quimper
MC. incl.

H-2



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 13 octobre 1949.

Monsieur J.-Adélarde Beauchemin,
Association Canadienne des Travailleurs de l'Automobile,
1231 est, rue Demontigny,
Montréal 24.

Monsieur,

Je vous inclus un certificat constatant le dépôt fait au ministère du Travail, le 4 octobre 1949 sous le numéro 1314, de la convention collective conclue sous la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements) intervenue entre Teller Motor Sales Ltd., The National Metal Trades Federation et l'Association Canadienne des Travailleurs de l'Automobile.

La partie ouvrière ayant été reconnue le 27 avril, 1948 comme agent négociateur par la Commission de Relations ouvrières de Québec, le dépôt de cette convention au ministère du Travail a aussi les effets du dépôt exigé par la Loi des Relations ouvrières (S.R.Q., 1941, chapitre 162-A et amendements).

Veillez agréer l'expression de mes meilleurs sentiments.

L'Assistant-Sous-Ministre

Donat Quimper
MC. incl.

H-2



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, October 13th, 1949.

Teller Motor Sales Ltd.,
3475, Park Avenue,
Montreal.

c/o The Secretary

Dear Sir:-

Enclosed please find a certificate of the deposit made with the Department of Labour on **Oct. 4th, 1949** under Number **1314** of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between **Teller Motor Sales Ltd., & The National Metal Trades Federation & "L'Association Canadienne des Travailleurs de l'Automobile"**.

The labour association party to the above mentioned agreement having been certified on **April 27th, 1948** as bargaining agent by the Quebec Labour Relations Board, the deposit of such agreement with the Department of Labour has also the effect of the deposit contemplated in the Labour Relations Act (R.S.Q., 1941, Chapter 162-A and amendments).

Sincerely yours,

Assistant Deputy Minister.

Donat Quimper
EC. encl.



Loi des Syndicats Professionnels
(S.R.Q., 1941, chapitre 162 et amendements)

Professional Syndicates' Act
(R.S.Q., 1941, Chapter 162 and amendments)

CERTIFICAT DE DÉPÔT D'UNE CONVENTION COLLECTIVE
CERTIFICATE OF DEPOSIT OF A COLLECTIVE AGREEMENT

Numéro **1314**
Number

Les présentes établissent que le **quatrième**
It is hereby certified that on the

jour du mois de **octobre**
day of the month of

mil neuf cent quarante-
nineteen hundred and forty- **neuf**

le ministère du Travail a reçu de
the Department of Labour has received from

Monsieur S.F. Payne, représentant, Fédération Nationale de la Métallurgie, 1231 est, rue Dumontigny, Montréal 24,

la convention mentionnée ci-après, laquelle a été déposée sous le numéro **1314**
the hereinafter mentioned agreement, which has been deposited under Number

savoir:
to wit:

Une convention collective en date du **15 septembre 1949**
A collective agreement under date of

intervenue entre:
between:

Teller Motor Sales Ltd., and The National Metal Trades Federation & "l'Association Canadienne des Travailleurs de l'Automobile." En effet pour une année à compter du 4 octobre 1949. Renouvellement automatique.

Donné en l'Hôtel du Gouvernement, en la cité de Québec,
Given in the Government House, in the City of Quebec,

Seau - Seal

ce
this **troisième**

jour du mois de
day of the month of

octobre

mil neuf cent quarante-
nineteen hundred and forty- **neuf**

Assistant

.....
Sous-ministre

Assistant

.....
Deputy Minister

Fédération Nationale de la Métallurgie

NATIONAL METAL TRADES FEDERATION

1231, RUE DE MONTIGNY
TEL. FALLON 3694

MONTREAL 24.

le 3 octobre, 1949

Honorable Antonio Barrette,
Ministère du Travail,
Hôtel du Gouvernement,
Québec, P. Q.



Monsieur le Ministre,

Vous trouverez sous ce pli, une copie
authentique de la convention collective de travail renouvelée
le 15 septembre, 1949 entre:

D'UNE PART: TELLER MOTOR SALES LTD., ayant sa place d'affaires,
3475 Avenue-du-Parc, Montreal, P. Q.

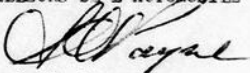
ET

DE SECONDE PART: L'ASSOCIATION CANADIENNE DES TRAVAILLEURS DE
L'AUTOMOBILE, (Affiliée à la Fédération Nationale de la Métallur-
gie) agent négociateur, certifié par la Commission de Relations
Ouvrières agissant pour et au nom des employés de Teller Motor
Sales Ltd..

Le tout soumis conformément à l'article 23
de la loi des Syndicats professionnels (ch 162 S.R.Q. 1941).

Bien à vous,

L'ASSOCIATION CANADIENNE DES
TRAVAILLEURS DE L'AUTOMOBILE

par: 
Représentant.

CONVENTIONS COLLECTIVES		
VISA DE	Date	Par
Estampille	✓	ME
Signatures	✓	
Incorporation	6-5-46	
Reconnaissance	27-4-48	
Numérotage	1314	
Formule		

Signature: 15-9-49

PROJECT OF A COLLECTIVE AGREEMENT
Submitted by the National
METAL TRADES FEDERATION.

COLLECTIVE AGREEMENT

concluded in accordance with the dispositions of the Professional Syndicates Act. (c.162, S.R.C. 1941) and amendments, and the Labour Relations Act (c.162 A, S.R.C., 1941) and amendments.

BETWEEN

TELLER MOTOR SALES LTD.

Employer's name

hereafter called "THE EMPLOYER"

AND

1.-THE NATIONAL METAL TRADES
FEDERATION, hereafter called
" THE FEDERATION"

2.-L' ASSOCIATION CANADIENNE
DES TRAVAILLEURS DE L'AUTO-
MOBILE.

Name of the Union.

affiliated to said Federation
and having its headquarters in
the City of Montreal, here-
after called the "ASSOCIATION"

JURISDICTION: 1.-This collective agreement hereafter called the "agreement"
applies to all hourly payed employees, exception made for
foremen, office and stock-room employees.

UNION RECOGNITION

2.-The Employer recognizes the Union has been duly recognized
by the Labour Relations Board of the Province of Quebec, as
the bargaining agent for the hourly paid employees except as
above, and that such Union has all the rights inherent to
such certification in accordance with chapter 162 A, S.R.C.
1941) and amendments.

200
[Handwritten signature]

GENERAL PRINCIPLES

OBJECT 3.- The purpose of this agreement is to promote harmony in labour relations, to assure on one hand a better output, the protection of the property, and on the other hand, to establish, wages, hours of work and working conditions which are fair and reasonable.

COOPERATION 4.- The employer agrees to give a fair deal to his employees and the Union agrees to support discipline in the garage and encourage the employees to perform an honest and loyal production.

The Employer and the Union agree to mutually cooperate in the greatest possible way to prevent accidents and assure security and health for the employees.

"STRIKE AND LOCKOUT" 5.- There will be no strike no lockout during the life of the present agreement.

WORKING CONDITIONS

DECREE COVERING GARAGE EMPLOYEES 6.- Except in cases where the dispositions of the present agreement are more advantageous, the parties agree to be bound by the clauses and dispositions of decree 1134 governing Montreal garage employees in the same manner as if they were incorporated to the present agreement and without being necessary to repeat them.

All recourses existing in the terms of said decree in favour of either party will still exist in virtue of and in consequence of present agreement.

SALARIES 7.- Wage rates for the employees covered by this agreement will be those shown in appendix "A" which forms integral part of this agreement.

8.- Actual salaries, higher than those shown in the present agreement will not be diminished when such agreement comes into effect.

WORKING HOURS 9.- The regular Working hours will be of (49) forty-nine hours. the regular working day will be divided as follows.

from 8.00 a.m.	to	12.00 p.m. and
from 1.00 p.m.	to	6.00 p.m.

Work will cease at 12.00 noon on Saturday.



OVERTIME 10.- Any work performed over and above the regular working hours will be paid at time and one half.

HOLIDAYS 11.- The following days shall be considered as holidays. No one shall be compelled to work on any of these days. Whatever work performed will be paid at the rate of double time.

Sundays, Christmas,
New Year's day, St. John the Baptist,
Good Friday, Labour Day,
Confederation Day.

PAID HOLIDAYS

Three of the above mentioned holidays will be paid at regular rate to all employees. Christmas, New Year, Labour Day.

12.-
12.A- The employer agrees to furnish mechanics and apprentices free of charge, not more than two pairs of clean overalls each week.

GARANTEED HOURS

13.- The Employer agrees to give a guarantee of work to all employees in his employ of at least (44) forty-four hours a week.

In the case of voluntary absence, these hours will be reduced from the guaranteed hours.

CLASSIFICATION

14.- The terms designating the work to be performed by an employee as well as the terms designating its employment will have the same meaning as those determined by the decree 1134 covering the Montreal Automobile Trade.

SENIORITY

15.- In cases of increase or decrease of forces, employees to be retained or recalled, will by reason they are qualified to perform the type of work available.

No replacement of employee (s) laid off will be made unless employee fails to report back for work within 72 hours from the time notice was mailed by employer to his last address.

LIST OF SENIORITY

16.- The Employer should supply a list of the seniority of each employee, in each section of the garage covered by this agreement.



PAY

17.- The pay will be distributed each week in Canadian current money and the following details should appear on or in the envelopes.

- a) Employee's name and surname,
- b) Date and pay period
- c) Regular hours- overtime,
- d) Deductions
- e) Net amount.

The normal pay day will be Friday- each week or next working day if Friday is a holiday.

CHECK OFF

18.- UPON RECEIPT of a written authorization from an employee covered by this agreement, the Employer agrees for the legal duration of this agreement, to deduct each month on the first week's pay of that month, from the pay of such employee, the Union dues as such authorized and to remit the total of these sums to the Secretary Treasurer of the Union, in the following 8 days.

UNION RE-

PRESENTATIVE

19.- An appointed Union representative employed in the garage and competent in the Auto trade will be allowed to meet the Employer's representative in order to settle any difficulty or grievance. He shall have access in all the departments but should not in any way interfere with the execution of the work on the way.

UNION OFFICERS

& DELEGATES

20.- Union delegates or officers will be allowed to absent themselves from the garage to accomplish union duties without pay for the loss of time. Those, however will present a letter from the Union to that effect a few days in advance.

UNION'S OFFICERS

21.- In case of ^{any off} dismissal the Union representative in the garage will be the last one out, in his respective department. Outside Union's or Federation's representatives will be given permission to absent themselves to accomplish union duties but without pay for the loss of time. However, they shall give their employer a few days in advance a letter from the Union to that effect.

POSTER

22.- On boards supplied by the Employer the Union will affix its posters, concerning its activities. The notices however will not be affixed before having been approved by the Employer.

GRIEVANCE PROCEDURE

If a grievance arises between employee(s) and the Employer, it shall be handled in the following manner:

Handwritten signatures:
S.A.P.
J.M.
J.B.

- 23.- a) the employee shall submit his grievance, alone with or through the Union representative to the service manager.
- b) If the service manager does not give his decision in the following twenty-four hours(24) or if the employee does not accept his decision, he can file a direct appeal to the employer or to his highest representative he can be then accompanied by an outside Union Federation representative.
- c) If the employer or his highest representative does not give his decision within the following forty-eight (48) or if the Employee does not accept such decision the following, the following article will be applied.

If procedure defined in proceeding article fails and the misunderstanding still remains, the Grievance (s) shall be submitted to Arbitration in accordance with the Quebec Trade Disputes Act (c.167 S.R.Q.1941). The Arbitration Board's decision shall be final and shall bind both parties in the manner, as a decision rendered by virtue of Chapter 169 S.R.Q. 1941. If the decision is susceptible of retroactivity whether as a whole or in part, it shall be effective in beginning of the date the grievance would have had been submitted to the Employer or his highest representative (3rd step of the Grievance procedure)

DISCHARGE CASES

- 24.- Where a discharge is recognized unjustified, the discharged employee will be reinstated in his position, with retroactive pay-dating as from the date of such discharge.

CLAUSES
VALIDITY

- 25.- If one or more clauses of this agreement was voided being in opposition to the law, the other clauses of the agreement would in no way be affected by this nullity.

AGREEMENT AND
LAW

- 26.- Nothing in this agreement is supposed to affect the employer's rights nor the Union's guarantee, in connection with any laws or decree either from the provincial or federal governments.

Handwritten signatures:
MOP
M
JOB

DURATION OF AGREEMENT

28.-The present agreement will be in force for a year and will take effect as of the date of its deposition defined by the law, it will renew itself automatically from year to year, unless one party advises the other by writing, in an interval of no more than sixty days (60) nor less than thirty days (30) before it expires, or its intention to abrogate or modify same.

Signed in Montreal this 15th day of May 1949

Name of Employer

TELLER MOTOR SALES LTD.

By:

[Handwritten signature]

Union's Name

L'ASSOCIATION CANADIENNE DES TRAVAILLEURS DE L'AUTOMOBILE

By:

[Handwritten signature]
[Handwritten signature]

ANNEXE "A"

Scale of minimum wages of journeymen and apprentices
(day work)

Apprentices (day)

1st six months.....	0.40	an hour.
2nd " ".....	0.45	
2nd year.....	0.50	
3rd year.....	0.60	

Journeymen (day) as defined by art. 111 par. B. of decree 1134

1st class.....	1.10
2nd class.....	1.00
3rd class.....	0.85

Apprentices (night)

1st six months.....	0.45
2nd " ".....	0.50
2nd year.....	0.55
3rd year.....	0.70

Journeymen(night)

1st class.....	1.20
2nd class.....	1.10
3rd class.....	1.00

Service men:

Less than 6 months.....	0.50
After 4 months.....	0.60
All other non classified workers.....	0.60

Night watchmen.....	"a"	35.00	per week
.....	"b"	30.00	" "

M. J. P.
J. B.

.....