

S-674

CHEVROLET MOTOR SALES -

1947-48



47-48

S. 674

MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 21 février 1948.

MEMO destiné à Commission du Salaire Minimum,
286, rue St-Joseph,
Québec.

Sujet: Conv. coll. entre Chevrolet Motor Sales
Co. of Montreal Ltd., & La Fédération Nationale de la Métallur-
gie, agissant pour et au nom des employés de Chevrolet Motor
Sales Co. of Montreal Ltd & l'Association Canadienne des Tra-
vailleurs de l'Automobile.

Monsieur,

Je vous inclus une copie de cette convention conclue
sous la Loi des Syndicats Professionnels, (S.R.Q., 1941, chapitre 162
et amendements), datée du 16 janvier 1948 et déposée au ministère du
Travail sous le numéro 674.

Sincèrement à vous,

Le Sous-ministre

H-15



COMMISSION DE RELATIONS OUVRIERES DE LA PROVINCE DE QUEBEC.

LABOUR RELATIONS BOARD OF THE PROVINCE OF QUEBEC

JUGE EUDORE BOIVIN,
PRESIDENT.

PIERRE-A. GOSSELIN,
MEMBRE.

BRUNAY BRAIS,
MEMBRE.

286, RUE ST-JOSEPH,
QUEBEC.

4 EST, RUE NOTRE-DAME
MONTREAL.

A

Québec le 23 février, 1948.



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

RE:- Chevrolet Motor Sales Co. Of Canada Limited,
&
La Fédération Nationale de la Métallurgie, agissant
pour et au nom des employés de Chevrolet Motor Sales
Co. of Montreal Limited, et l'Association Canadienne
des Travailleurs de l'Automobile.

Monsieur le sous-ministre,

J'accuse réception de votre lettre
du 21 février, 1948, accompagnée pour dépôt
de deux copies certifiées d'une convention de travail,
en date du 16 janvier, 1948, intervenue entre
les parties ci-dessus mentionnées et déposée au minis-
tère du Travail, le 4 février, 1948
sous le numéro 674.

LO.

Bien à vous,

P. E. Bernier

Le secrétaire,

P. E. Bernier, LL.L



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

QUÉBEC, ce 21 février 1948.

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

Sujet: Convention collective entre Chevrolet Motor Sales
Co. of Montreal Limited, & La Fédération Nationale de la
Métallurgie, agissant pour et au nom des employés de Che-
vrolet Motor Sales Co. of Montreal Limited et l'Associa-
tion Canadienne des Travailleurs de l'Automobile.

Monsieur,

Conformément aux prescriptions du deuxième paragraphe de l'arti-
cle 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 16 janvier 1948 et déposée au minis-
tère du Travail le 4 février 1948 en exécution de la Loi des
Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements).
sous le numéro 674.

Sincèrement à vous,

Le sous-ministre,

H-14

T-1175



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 5 février 1948.

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

Sujet: Convention collective entre Chevrolet Motor Sales Co. of Montreal Limited, La Fédération Nat. de la Métallurgie, agissant pour et au nom des employés de Chevrolet Motor Sales Co. of Montreal Ltd., et l'Ass. Canadienne des Trav. 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 février 1948 sous le numéro 674.

Sincèrement à vous,

Le sous-ministre

MC. incl.



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 5 février 1948.

Monsieur J.-C. Dagenais, LL.M.,
Immeuble Transportation,
132 ouest, rue St-Jacques,
Montréal.

Cher monsieur,

Je vous inclus un certificat constatant le dépôt fait au ministère du Travail, le 4 février 1948 sous le numéro 674, de la convention collective conclue sous la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements) et intervenue entre **Chevrolet Motor Sales Co. of Montreal Limited, La Fédération Nationale de la Métallurgie**, agissant pour et au nom des employés de Chevrolet Motor Sales Co. of Montreal Limited, et l'Association Canadienne des Travailleurs de l'Automobile.

La partie ouvrière ayant été reconnue le 4 mars 1947 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.

Le Sous-Ministre

Gérard Tremblay
MC. INCL.



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, February 5th, 1948.

Mr. Roger McGinnis,
The National Metal Trades Federation,
1231, Demontigny St. East,
Montreal.

Dear Sir:-

Enclosed please find a certificate of the deposit made with the Department of Labour on Feb. 4th, 1948 under Number 674 of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between Chevrolet Motor Sales Co. of Montreal Limited, "La Fédération Nationale de la Métallurgie, agissant pour et au nom des employés de Chevrolet Motor Sales Co. of Montreal Limited," and "L'Association Canadienne des Travailleurs de l'Automobile."

The labour association party to the above mentioned agreement having been certified on March 4th, 1947 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,

Gérard Tremblay.
MC. encl.

Deputy Minister.



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, February 5th, 1948.

Chevrolet Motor Sales Co. of Montreal Limited,
2085, St.Catherine West,
Montreal.

c/o Secretary

Dear Sir:-

Enclosed please find a certificate of the deposit made with the Department of Labour on Feb.4th,1948 under Number 674 of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between Chevrolet Motor Sales Co. of Montreal Limited, "La Fédération Nationale de la Métallurgie, agissant pour et au nom des employés de Chevrolet Motor Sales Co. of Montreal Limited," and "L'Association Canadienne des Travailleurs de l'Automobile."

The labour association party to the above mentioned agreement having been certified on March 4th, 1947, 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,

Gérard Tremblay.
MC. encl.

Deputy Minister.



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, February 5th, 1948.

Mr. S.T. Payne,
Canadian Automobile Workers Association,
3439, St. Denis St.,
Montreal, 18.

Dear Sirs:-

Enclosed please find a certificate of the deposit made with the Department of Labour on Feb. 4th, 1948 under Number 674 of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between Chevrolet Motor Sales Co. of Montreal Limited, "La Fédération Nationale de la Métallurgie, agissant pour et au nom des employés de Chevrolet Motor Sales Co. of Montreal Limited," and "L'Association Canadienne des Travailleurs de l'Automobile."

The labour association party to the above mentioned agreement having been certified on March 4th, 1947 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,

Gérard Tremblay
MC. encl.

Deputy Minister.



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 **674**
Number

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

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

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

le ministère du Travail a reçu de **M. Clovis Dagenais, LL.M. Immeuble Transportation,**
the Department of Labour has received from
132 ouest, rue St-Jacques, Montréal,

la convention mentionnée ci-après, laquelle a été déposée sous le numéro **674**
the hereinafter mentioned agreement, which has been deposited under Number

savoir:
to wit:

Une convention collective en date du **16 janvier 1948**
A collective agreement under date of

intervenue entre: **Chevrolet Motor Sales Co. of Montreal Limited, & La Fédération Nationale**
between: **de la Métallurgie, agissant pour et au nom des employés de Chevrolet Motor**
Sales Co. of Montreal Limited & l'Association Canadienne des Travailleurs
de l'Automobile. Cette convention prit effet le 4 février 1948, pour une
période d'une année. Renouvellement automatique.

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

Sceau - Seal

ce **cinquième**
this

jour du mois de
day of the month of

février

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

10.

.....
Sous-ministre

.....
Deputy Minister

Téléphone: HARBOUR 6241 *

Adresse Télégraphique: "MESDROITS"

Joseph Blain
Avocat

J. C. DAGENAIS, LL.M.

CONVENTIONS COLLECTIVES		Date	PER
VISA DE		V	MC
Estampilles		V	
Signatures		6-5-46	
Incorporation		4-3-47	
Reconnaissance		6/4	
Numerotage			
Formule			

Immeuble Transportation
132, rue St-Jacques, Ouest
Suite 720

Montreal-1, le 3 février 1948.
CANADA.

L'honorable Antonio Barrette
Ministre du Travail
Hôtel du Gouvernement
Québec, Qué.

Monsieur le Ministre,

Vous trouverez sous ce pli deux copies de la convention collective de travail intervenue entre, d'une part, Chevrolet Motor Sales Co. of Montreal Limited et, d'autre part, L'Association canadienne des Travailleurs de l'Automobile (The Association of Canadian Automobile Workers) affiliée à la Fédération Nationale de la Métallurgie, agent négociateur, certifié par la Commission des relations Ouvrières agissant pour et au nom des employés de Chevrolet Motor Sales Co. of Montreal Limited.

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

Ce contrat a pris effet le 22 janvier. Par conséquent, serait-il possible d'en effectuer le dépôt à la date du 22 janvier 1948 aux fins d'éviter tous ennuis sur le renouvellement et les délais à observer.

Votre bien dévoué,

CD/P.
ann.

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.Q. 1941) and amendments, and the Labour Relations Act (c. 162A, S.R.Q. 1941) and amendments.

B E T W E E N

CHEVROLET MOTOR SALES CO. OF MONTREAL LIMITED, hereafter called

"THE EMPLOYER"

A N D

1. THE NATIONAL METAL TRADES FEDERATION, hereafter called "THE FEDERATION"
2. CANADIAN AUTOMOBILE WORKER ASSOCIATION, affiliated to said federation and having its headquarters in the City of Montreal, hereafter called the "ASSOCIATION".

JURIDICTION: 1.- This collective agreement hereafter called the "agreement" applies to all hourly payed employees, exception made for foremen, office and stock-room employees and all salesmen including service salesman, time-keeper and all employees having the power to hire and discharge.

UNION RECOGNITION: 2.- The Employer recognizes the Union has been duly certified by the Labor Relations Board of the Province of Quebec, as the bargaining agent for the hourly paid employees mentioned in section I.

GENERAL PRINCIPLES

OBJECT 3.- The purpose of this agreement is to promote harmony in labor 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, as in the past, 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.

[Handwritten signatures and initials]

The employer, as in the past, 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 LOCKOUTS

- 5.- There will be no strike no lockout during the life of the present agreement until the grievance procedure has been exhausted.

WORKING CONDITIONS

DECREE COVERING GARAGE EMP.

- 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 148 governing Montreal garage employees in the same manner as if they were incorporated to the present agreement.

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

SALARIES

- 7.- Wage rates for the employees covered by this agreement will be those fixed in appendix "A" which forms integral part of this agreement.
- 8.- Actual salaries, higher than those fixed by the present agreement shall not be decreased during the life of said agreement.

WORKING HOURS

- 9.- The regular Working hours will be of 49 (forty-nine hours) The regular working day will be as follows:
from 8.00 a.m. to 6.00 p.m. with a continuous hour for lunch between 12 noon and 2 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, the whole subject to the provisions contained in section 14.

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 time and one half.

Sundays	Christmas
New Year's days	St. John the Baptist
Good Friday	Labor day
	Confederation day

PAID HOLIDAYS

- 12.- Three of the above mentioned holidays, Christmas, New Year, Labor day, will be paid at regular rate to all employees governed by the present agreement.

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.

[Handwritten signatures and initials]

In the case of voluntary absence, these hours will be reduced from the guaranteed hours. The employer, however, may require his employee to work at the regular rate of wages three quarter of hour immediately after 6 o'clock from Monday to Friday and after 12.00 noon on Saturday.

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 148 covering the Montreal Automobile Trade.

SENIORITY: 15. Six months of continuous service are required for the right of seniority to be recognized. In all cases of promotion, transfer, lay-off or rehiring, the employer shall consider the following factors in their order.

- 1) The length of continuous service;
- 2) Competence.

Unless competence is unequal, length of service shall prevail, if length of service and competence are equal family responsibilities should be the factor of preference in at least the cases of lay-offs and rehiring.

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.

ACCIDENTS: 17. If an employee is accidentally hurt and has to leave his work before his day's work is completed, he will be paid as if had completed it, as was customary in the past.

PAY: 18. 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 not later than Friday - each week.

19. The employees of the company shall be free to join the union and they shall also be free not to join it.

There shall be no discrimination, interference, restraint or coercion by or on behalf of the Company regarding any employee because of membership in the Union. The Union, its members and/or its agents shall not intimidate or coerce or attempt to intimidate or coerce employees into membership and shall not on Company time or premises conduct or attempt to conduct union activities except as herein expressly provided.

CHECK-OFF: 19A. However, upon receipt of a written authorization

[Handwritten signatures and initials]

from an employee covered by this agreement, the Employer agrees to deduct each month on the first week pay of that month, on the pay of such employee, the Union dues, and to remit the total of these sums to the Secretary-Treasurer of the union in the following 8 days. Such authorization may be revoked by the employee at any time by giving a 60 days notice of his intention to so revoke said authorization to the company and to the Union. The form of such authorization shall be strictly in accordance with that contained in Appendix B which forms part of the present contract.

UNION-REPRESENTATIVE:

20. An appointed Union representative employee of the company will be allowed to meet the Employer's representative in order to settle any difficulty or grievance. He shall have access in all the department but should not in any way interfere with the execution of the work in progress.

UNION OFFICERS AND DELEGATES:

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

UNION'S OFFICERS

22. In case of lay-off the employees governed by this agreement, officers of the Union, will be the last ones out, in their respective department.

POSTER:

23. On boards supplied by the Employer the Union will post its posters, concerning its activities. The notices, however, shall, before they are posted, have to be approved by the Employer.

GRIEVANCE PROCEDURE:

24. If a grievance arises between employee (s) and the Employer, it shall be handled in the following manner:
- a) The employee shall submit in writing his grievance, alone or accompanied by the shop steward in the garage to his immediate foreman;
 - b) If the decision is not given by the foreman in the following twenty-four (24) hours or if the employee is not satisfied with his foreman's decision, he shall, if he wishes to go on with his complaint, submit it to the superintendent with or through shop steward;
 - c) If the superintendant 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 may be then accompanied by an outside

[Handwritten signatures and initials]

Union Federation representative.

- d) If the employer or his highest representative does not give his decision within the following forty-eight hours (48) or if the Employee does not accept such decision, the following article will be applied.

If the grievance (s) is not then settled, it shall be submitted to arbitration in accordance with the Quebec Trade Dispute Act (c.167, S.R.Q. 1941).

LAY-OFFS

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

CLAUSES VALIDITY

- 26.- Should one or more clauses of this agreement be illegal, the other clauses of the agreement will in no way be affected and remain in full force.

DURATION OF AGREEMENT:

- 27.- 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 form year to year, unless one party advises, the other by writing, in an interval of no more than sixty (60) days nor less than thirty (30) days before it expires, of its intention to abrogate or modify same.

Signed at Montreal, the 16th day of January 1948.

CHEVROLET MOTOR SALES CO
OF MONTREAL LIMITED

[Signature]
Name of employer

[Signature]

L'Association Canadienne des Travailleurs de l'Automobile, Inc.
MONTREAL - QUEBEC

[Signature]

Duly authorized
THE NATIONAL METAL TRADES FEDERATION
per:

A N N E X "A"

SALARIES

scale of minimum wages of Journeyman
and apprentices. (day work)

Apprentices (day)

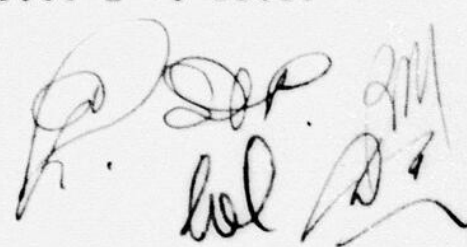
1st six months	0.40	an hour
2nd " "	0.45	" "
2nd year	0.50	" "
3rd year	0.60	" "

Journeyman (day) as defined by art. 111 par. B of
Decree 148
The flat rate system now applied by the company
will continue to be applied without modification.

1st class	1.05
2nd "	0.95
3rd "	0.85

Service men and all other unclassified
workers 0.55

Night watchmen "A".. 35.00 per week
" " "B".. 30.00 " "



7.-

A N N E X "B"

FORM OF AUTHORIZATION

" I, the undersigned, hereby authorize CHEVROLET MOTOR SALE CO. OF MONTREAL LIMITED, to deduct from my wages the sum of one dollar (\$1.00) per month (being the amount of my monthly dues) and to remit same to the Secretary-treasurer of the Canadian Association of Automobile Worker. The present authorization is subject to cancellation upon 60 days notice, in writing, given to the company and to the Union."

Montreal,

Employee

witness.-

[Handwritten signature]