

S-824

TELLER MOTOR SALES -

- M.I. -

1948-49



48.49
S.824

MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

QUÉBEC, ce 5 juillet 1948.

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

Sujet: Convention collective entre Teller Motor Sales,
3475, Park Avenue, Montreal, et The National Metal Trades
Federation, et l'Association Canadienne des Travailleurs
de l'Automobile.

Monsieur,

Je vous inclus une copie de cette convention
conclue sous la Loi des Syndicats Professionnels, (S.R.Q., 1941, cha-
pitre 162 et amendements), datée du 1er juin 1948 et déposée au
ministère du Travail sous le numéro 824.

Sincèrement à vous,

Le sous-ministre,

H-15

T-1174



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 15 juillet 1948

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



RE:- Teller Motor Sles, Mtl, et "The National
Metal Trades Federation," et l'Association
des Travailleurs de l'Automobile.

Monsieur le sous-ministre,

J'accuse réception de votre lettre
du 5 juillet 1948, accompagnée pour dépôt
de deux copies certifiées d'une convention de travail,
en date du 1er juin 1948, intervenue entre
les parties ci-dessus mentionnées et déposée au minis-
tère du Travail, le 4 juin 1948
sous le numéro 824

MP.

Bien à vous,

P. E. Bernier
Le secrétaire.

P. E. Bernier, L.L.L.



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

QUEBEC, ce le 5 juillet 1948.

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

Sujet: Convention collective entre Teller Motor Sales,
3475, Park Avenue, Montreal, et The National Metal
Trades Federation, et l'Association Canadienne des Tra-
vailleurs 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 1er juin 1948 et déposée au minis-
tère du Travail le 4 juin 1948 en exécution de la Loi des
Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements).
sous le numéro 324.

Sincèrement à vous,

Le sous-ministre,

H-14

T-1175



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 4 juin 1948.

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

Sujet: Convention collective entre Teller Motor Sales, Mtl,
et "The National Metal Trades Federation," et 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 juin 1948 sous le numéro
824.

Sincèrement à vous,

Le sous-ministre

MC. incl.



MINISTÈRE DU TRAVAIL
HÔTEL DU GOUVERNEMENT
QUÉBEC

Québec, ce 4 juin 1948.

Monsieur S.-T. Payne, Représentant,
L'Association Canadienne des Travailleurs
de l'Automobile de Montréal,
1231 est, rue Demontigny,
Montréal.

Cher monsieur,

Je vous inclus un certificat constatant le dépôt fait au ministère du Travail, le 4 juin 1948 sous le numéro 824, de la convention collective conclue sous la Loi des Syndicats professionnels (S.R.Q., 1941, chapitre 162 et amendements) intervenue entre **Teller Motor Sales, et 1. The National Metal Trades Federation, & 2., 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.

Le Sous-Ministre

Gérard Tremblay.
MC. incl.



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, June 4th, 1948.

The National Metal Trades Federation,
3475, Park Avenue,
Montreal.

s/o Secretary

Dear Sir:-

Enclosed please find a certificate of the deposit made with the Department of Labour on June 4th, 1948 under Number 824 of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between Teller Motor Sales, and The National Metal Trades Federation and "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,

Deputy Minister.

Gérard Tremblay.
MC. encl.



DEPARTMENT OF LABOUR
PARLIAMENT BUILDINGS
QUEBEC

Quebec, June 4th, 1948.

Teller Motor Sales,
3475, Park Avenue,
Montreal.

c/o Secretary

Dear Sir:-

Enclosed please find a certificate of the deposit made with the Department of Labour on June 4th, 1948 under Number 824 of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between Teller Motor Sales, and The National Metal Trades Federation and "L'Association Canadienne des Travaillieurs 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,

Deputy Minister.

Gérard Tremblay.
MC. 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
Number

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

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

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

le ministère du Travail a reçu de
the Department of Labour has received from
de l'Automobile de Montréal, 1231 est, rue Demontigny, Montréal,

Monsieur S.F. Payne, représentant des Travailleurs

la convention mentionnée ci-après, laquelle a été déposée sous le numéro **824**
the hereinafter mentioned agreement, which has been deposited under Number

savoir:
to wit:

Une convention collective en date du **1er juin 1948**
A collective agreement under date of

intervenue entre: **Teller Motor Sales, 3475, Park Avenue, Montreal, et The National
between: Metal Trades Federation, et l'Association Canadienne des Travail-
leurs de l'Automobile. En effet pour une année à compter du 4
juin 1948. 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 **quatrième**
this

jour du mois de
day of the month of

juin

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

MC.

Sous-ministre

Deputy Minister

ASSOCIATION CANADIENNE DES

Travailleurs de l'Automobile de Montréal

CANADIAN ASSOCIATION OF

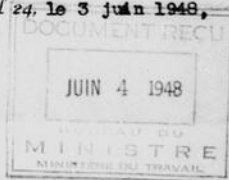
Automobile Workers of Montreal

1231 EST, RUE DEMONTIGNY

CONV. 24

Tél. FALKirk 3694*

Montréal 24, le 3 juin 1948,



Honorable Antonio Barrette,
Ministère du Travail,
Hotel du Gouvernement,
QUEBEC.
P. Qué.

Monsieur le Ministre,

Vous trouverez sous ce pli, une copie authentique de la convention collective de travail intervenue entre:

D'UNE PART:

TELLER MOTOR SALES, ayant sa place d'affaires, à 3475 Park Ave. Mtl.

et

DE SECONDE PART:

L'ASSOCIATION CANADIENNE DES TRAVAILLEURS DE L'AUTOMOBILE (affiliée à la Fédération Nationale de la Métallurgie) agent négociateur, certifié par la Commission de Relations ouvrières, agissant pour et au nom des employés de " Teller Motor Sales.

Le tout soumis conformément à l'article 23 de la loi des Syndicats professionnels Ch. 162 -S.R.Q.

CONVENTIONS COLLECTIVES		
VISA DE	Date	Par
Estampille	✓	
Signatures	✓	MC
Publication	6-5-48	4.6
Reconnaissance	27-4-48	
Numerotage	824	
Formule		

Bien à vous,

L'ASSOCIATION CANADIENNE DES
TRAVAILLEURS DE L'AUTOMOBILE

Par:

S.T. Payne
S.T. Payne,
Représentant.

Signée le 1^{er} juin 1948

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. 162 A, S.R.Q, 1941) and amendments.

B E T W E E N

TELLER MOTOR SALES

Employer's name

hereafter called " THE EMPLOYER "

A N D

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

2.-L'ASSOCIATION CANADIENNE DES TRA-
VAILLEURS DE L'AUTOMOBILE.

Name of the Union

affiliated to said Federation and
having its headquarters in the
City of Montreal, hereafter 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 excepted.

and that such Union has all the rights inherent to such certification in accordance with chapter 162 A, S.R.Q. 1941) and amendments.

GENERAL PRINCIPLES

OBJECT

3.- The Employer agrees 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 faire and reasonables.

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 COVERED BY RING 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 148 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

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

9.- 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 days	St-John the Baptist
Good Friday	Labor Day
Confederation Day	

PAID HOLIDAYS

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

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 148 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 holiday.

CHECK OFF 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 pay of that month, 18.0 on 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 REPRESENTATIVE:

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 department ~~and~~ 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 letter from the Union to that effect a few days in advance.

UNION'S OFFICERS

In case of 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 :

- 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 hours (48) or if the Employee does not accept such decision , 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 ~~the~~ portions, 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.)

[Handwritten signatures and initials]
J. J.
C.T.

- DISCHARGE CASES 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.
- 24.-
- CLAUSES VALIDITY If one or more clauses of this agreement was voided being in opposition to the law, the other clauses of the agreement would be in no way affected by this nullity
- 25.-
- 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 decrees either from the provincial or federal governments.
- 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 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, of its intention to abrogate or modify same.

Signed in Montreal the 19th day of June 1948

NATIONA METAL TRADES
FEDERATION

By: _____

Teller Motor Sales

Name of employer

L'ASSOCIATION CANADIENNE DES
TRAVAILLEURS DE L'AUTOMOBILE

Union's name

By: _____

By: _____

Eugene Thérien

A N N E X E " A "

SALARIES

Scale of minimum wages of journeyman and apprentices.
(day work)

Apprentices (day)

1st six months0.40 an hour
2nd " "0.45 " "
2nd year0.50 " "
3rd year0.60 " "

Journeyman (day) as ^{def} defined by art .111 par. B of decree 148

1st class1.10
2nd class1.00
3rd class0.85

Apprentices (night)

1st six months0.45
2nd " "0.50
2nd year0.55
3rd year0.70

Journeymen: (night)

1st class1.20
2nd class1.10
3rd class1.00

Service men:

Less than 6 months0.50
After 4 months0.60

All other non classified workers0.60

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

E. J.

Eugene Thurnier -o-o-o-o-o-o-o-