

S-1201 NAT. MOTORS LTD. -

1949-50



4950  
S-1201

MINISTÈRE DU TRAVAIL  
HÔTEL DU GOUVERNEMENT  
QUÉBEC

QUÉBEC, ce 25 août 1949.

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

Sujet: Convention collective entre National Motors Ltd.,  
3401, Park Avenue, Montréal, The National Metal Trades  
Federation and l'Association Canadienne des Travailleurs  
de l'Automobile.

Monsieur,

Conformément aux prescriptions du deuxième para-  
phe 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 12 mai  
1949 et déposée au ministère du Travail le 13 mai  
1949 en exécution de la Loi des Syndicats profession-  
nels (S.R.Q., 1941, chapitre 162 et amendements), sous le nu-  
méro 1201.

Sincèrement à vous,

L'Assistant-Sous-Ministre

Donat Quimper

H-14



## COMMISSION DE RELATIONS OUVRIERES DE LA PROVINCE DE QUEBEC.

LABOUR RELATIONS BOARD OF THE PROVINCE OF QUEBEC.

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

Québec le 30 aout, 1949.

LETTRE REÇUE

AOÛ 31 1949

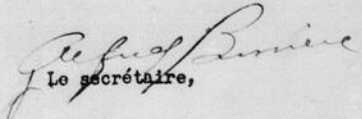
BUREAU  
SOUS-MINISTRE  
DU TRAVAILMonsieur Gérard Tremblay,  
Sous-ministre du Travail,  
Hôtel du Gouvernement,  
Québec, P.Q.RE:- National Motors Ltd., 3401 Park Avenue Mtl.  
The National Metal Trades Federation  
&  
L'Ass. Canadienne des Travailleurs de l'Automobile

Monsieur le sous-ministre,

J'accuse réception de votre lettre  
du 25 aout, 1949, accompagnée pour dépôt  
de deux copies certifiées d'une convention de travail,  
en date du 12 mai 1949, intervenue entre  
les parties ci-dessus mentionnées et déposée au minis-  
tère du Travail, le 18 mai 1949  
sous le numéro 1201

mp/

Bien à vous,

  
Le secrétaire,

P. E. Bernier, L.L.L



MINISTÈRE DU TRAVAIL  
HÔTEL DU GOUVERNEMENT  
QUÉBEC

Québec, ce 20 mai 1949.

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

Sujet: Convention collective entre National Motors Ltd., 3401,  
Park Ave. Montréal, et l'Ass. 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 18 mai 1949 sous le numéro  
1201.

Sincèrement à vous,

L'Assistant Sous-Ministre.

Donat Quimper  
MC. incl.



MINISTÈRE DU TRAVAIL  
HÔTEL DU GOUVERNEMENT  
QUÉBEC

Québec, ce 20 mai 1949

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 18 mai 1949  
sous le numéro 1201, de la convention collective con-  
clue sous la Loi des Syndicats professionnels (S.R.Q.,  
1941, chapitre 162 et amendements) intervenue entre  
"National Motors Ltd., 3401, Park Avenue, Montréal," and  
l'Association Canadienne des Travailleurs de l'Automo-  
bile.

La partie ouvrière ayant été reconnue le 12  
avril, 1949 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, May 20th, 1949.

National Motors Limited,  
3401, Park Avenue,  
Montreal.

c/o The Secretary

Enclosed please find a certificate of the deposit made with the Department of Labour on May 18th, 1949 under Number 1201 of a Collective Agreement under the Professional Syndicates' Act (R.S.Q., 1941, Chapter 162 and amendments) between National Motors Ltd., 3401, Park Ave., Montreal, 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 12th, 1949 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  
MC. encl.

Province de Québec



Province of Quebec

MINISTÈRE DU TRAVAIL

DEPARTMENT OF LABOUR

**Loi des Syndicats Professionnels**

*Professional Syndicates' Act*

(S.R.Q., 1941, chapitre 162 et amendements)

(R.S.Q., 1941, Chapter 162 and amendments)

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

Numéro **1201**  
Number

Les présentes établissent que le **12**  
*It is hereby certified that on the* **twelfth**

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

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

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

**Monsieur S.T. Payne, représentant,**  
**Association Canadienne des Travailleurs de l'Automobi-**  
**le de Montréal, 1231 est, rue Demontigny, Montréal,**

la convention mentionnée ci-après, laquelle a été déposée sous le numéro **1201**  
*the hereinafter mentioned agreement, which has been deposited under Number*

savoir:  
*to wit:*

Une convention collective en date du **12 mai 1949**  
*A collective agreement under date of*

intervenue entre:  
*between:*

**National Motors Ltd., 3401, Park Avenue, Montréal, The National Metal Trades Federation and l'Association Canadienne des Travailleurs de l'Automobile. En effet pour une période d'une année, à compter du 18 mai 1949. 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 **vingt**  
*this*

jour du mois de  
*day of the month of*

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

Assistant

.....  
Sous-ministre

Assistant

.....  
Deputy Minister

ASSOCIATION CANADIENNE DES

# Travailleurs de l'Automobile de Montréal

CANADIAN ASSOCIATION OF

# Automobile Workers of Montreal

1231 EST, RUE DEMONTIGNY

no 24

Tél. FAikirk 3694\*

Montréal 24,

Le 14 mai 1949



Honorable Antonio Barrette,  
Ministère du Travail,  
HOTEL DU Gouvernement,  
QUEBEC.

Monsieur le Ministre,

Vous trouverez sous ce pli, une copie  
authentique de la convention collective de travail signée  
le 12 mai 1949, entre:

D'UNE PART: NATIONAL MOTORS LTD, 3401 Park Ave. Montreal.

E T

D'AUTRE PART: L'ASSOCIATION CANADIENNE DES TRAVAILLEURS DE  
L'AUTOMOBILE, ( affiliée à la Fédération Natio-  
nale de la Métallurgie) agent négociateur, certifié par la Com-  
mission de Relations Ouvrières agissant pour et au nom des em-  
ployés de NATIONAL MOTORS LTD.

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

CONVENTIONS COLLECTIVES		
VISA DE	Date	Par
Estampille	✓	NC
Signatures	✓	Ido.
Incorporation	6-5-46	Ido.
Reconnaissance	12-4-49	
Numerotage	1201	
Formule		

signature: 12-5-49

Bien à vous,

L'ASSOCIATION CANADIENNE DES  
TRAVAILLEURS DE L'AUTOMOBILE

Par:

*S.T. Payne*  
S.T. Payne,  
Représentant.

- COLLECTIVE AGREEMENT -

Concluded in accordance with the disposition of the Professional Syndicates Act (c. 162, S.R.Q. 1941) and amendments, and the Labor Relations Act (c. 162 A, S.R.Q. 1941) and amendments.

B E T W E E N

NATIONAL MOTORS LTD  
3401 Park Ave. Montreal

Employers' name here after called "THE EMPLOYER"

A N D

- 1.- THE NATIONAL METAL TRADES FEDERATION  
hereafter called "THE FEDERATION"
- 2.- L'ASSOCIATION CANADIENNE DES TRAVAILLEURS  
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, service salesmen, watchmen and janitors.

UNION RECOGNITION 2.- The employer recognizes the Union has been duly recognized by the Labor Relations Board of the Province of Quebec, as the bargaining agent for the hourly paid of 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 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 OR LOCKOUTS 5.- There will be no strike nor lockout during the life of the present agreement.

WORKING CONDITIONS

DEGREE 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 the law 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~~ <sup>WEEK</sup> will be of (40) 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. All hours of work performed between eleven (11) hrs p.m. and seven (7) a.m. from Monday to Saturday morning inclusive, and after five (5) p.m. on Saturday, will be paid at regular wage rate, increased by 100%.

HOLIDAYS 10.- 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

11.- Three of the above mentioned holidays will be paid at regular rate to all employees. Christmas, New Year, Labor Day. If these holidays fall on a Sunday, the following day shall be considered as a paid holiday and all work performed shall be paid double the regular rate of pay.

TWO WEEKS VACATION 12.- Every employee covered by this agreement shall be entitled after five (5) years or more continuous service for this employer, to a yearly vacation of two (2) continuous weeks with pay.

REMUNERATION- for his vacation the employee is entitled to a remuneration equal to: a) the wages he would have earned during his vacation, if he is exclusively paid on a time basis.

b) four per cent (4%) of the wages earned during the period of service entitling him to his vacation if he is paid on any other basis.

GUARANTEED HOURS 13.- The employer agrees to give a guarantee of work to all employees in his employ of at least forty-four hours a week.

All employees are entitled to a minimum guarantee of forty-four (44) ordinary hours of pay a week and eight hours of pay a day (except Saturday when the daily guarantee shall be four hours distributed between eight (8) a.m. and six (6) p.m. from Monday to Friday exclusively and from eight (8) a.m. to 12.00 noon Saturday.

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

If, during a regular working week, there should be another or other holidays than New Year's Day, Good Friday, St-John the Baptist Day, Dominion Day (Canada Day) Labour Day and Christmas Day, the employer shall if he closes his establishment, in such a case, pay all his journeyman and apprentices a minimum weekly salary of (40) forty hours instead of the forty-four (44) hours originally guaranteed.

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 - 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
- 3) family responsibilities;

Unless competence is unequal, length of service 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.

**ACCIDENT** 17 - If an employee is accidentally hurt and has to leave his work, even if his day's work is not completed he will be paid as if had completed it.

**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 Friday - each week.

**CHECK-OFF** 19- 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, 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** 20- An appointed Union representative in the garage, 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 on the way.

**UNION OFFICERS AND DELEGATES** 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, a letter from the Union to that effect.

**POSTERS** 21 - 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** 22 - If a grievance arises between employee (s) and the Employer, it shall be handled in the following manner.

- a) the employer shall submit his grievance within 30 days alone with or through the Union representative 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 the Union representative;
- c) If the superintendent 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;
- 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 procedure defined in preceding 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 as 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).

- LAY-OFFS 26.- 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 providing claim is made within 30 days.
- CLAUSES 27.- 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.
- VALIDITY
- AGREEMENT 28.- 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.
- AND LAW
- DURATION OF 29.- 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.
- AGREEMENT

Signed in Montreal the 12th day of May 1944

L'ASSOCIATION CANADIENNE DES TRAVAILLEURS  
DE L'AUTOMOBILE


NATIONAL MOTORS LTD  
NATIONAL MOTORS LIMITED



A N N E X E "A"

salaries

Scale of minimum wages, testers, journeyman and apprentices (day work)

APPRENTICES (day)

1st six months .....	.50 per hour
2nd " "	.55 " "
2nd year	.65 " "
3rd year	.75 " "

JOURNEYMAN (day) as defined by art. 111 par. B of decree 148

1st class .....	1.10 " "
2nd " "	1.05 " "
all other classes .....	.85 " "

APPRENTICES (night)

1st six months .....	.55 " "
2nd " "	.60 " "
2nd year	.70 " "
3rd " "	.80 " "

JOURNEYMAN: (night)

1st class .....	1.15 " "
2nd " "	1.10 " "
all other classes	1.00 " "

Tow truck operator	.75 " "
Greaser	.75 " "
Elevator operator	.65 " "
Jockeys	.65 " "
Allothernon classified workers	.65 " "

*del*  
*[Handwritten signature]*

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