

The First GM Agreement in Canada

April, 1937

MEMORANDUM OF AGREEMENT entered into this day between:

GENERAL MOTORS OF CANADA,
Hereinafter referred to as The Company.

The EMPLOYEES of the COMPANY at OSHAWA,
Hereinafter referred to as THE EMPLOYEES.

1. Hours of Work

The hours of work of employees shall be forty-four (44) hours per week, composed of nine (9) hours per day of the first four (4) days of the week and eight (8) hours on Friday. With the exception of maintenance men, a list of whom will later be agreed upon between the employees and the company, and with the exception of the service parts department employees, all overtime shall be paid for at the rate of time and one-half. The question of overtime work of maintenance men - so listed to be later dealt with between shop committee and management.

2. Wages

- a. Wages of female group bonus workers shall be increased by five cents per hour on base rate.
- b. Wages of all day workers now being paid fifty-five cents per hour or under shall be increased by seven cents per hour.
- c. Wages of all day workers now receiving over fifty-five cents per hour shall be increased by five cents per hour.

The question of a suitable minimum wage to be later discussed and negotiated by shop committee and management.

3. Seniority

Lay-off, Transfer and Rehiring Procedure.

Employees shall be regarded as temporary for the first six months of their employment. There shall be no responsibility for the re-employment of temporary employees if they are discharged or laid off during this period.

After six months continuous employment, the names of such employees shall then be placed on the seniority list for their respective departments or occupational groups, in order of date of hiring. In any department in which both men and women are employed they should be divided into separate non-interchangeable occupational groups. Seniority shall start from the time of hiring and shall be by departments, or non-interchangeable occupational groups within departments by agreement, except where changes in methods, products, or policies would otherwise require the permanent laying off of employees, in which case seniority shall become plant-wide for the employees involved and they shall be transferred to other departments on work they are capable of doing and at the standard rate for such work. Up-to-date seniority lists for each department or occupational group shall be maintained by the supervisor of such department or group and shall be available to any affected employee.

When an employee is transferred from one department or occupational group to another for any reason, there shall be no loss of seniority. However, in case of temporary transfers not exceeding sixty days, an employee will retain his seniority in the department or occupational group from which he was transferred and not in the new department.

Twelve (12) consecutive months of unemployment or a voluntary quit or discharge breaks seniority.

If an employee is notified to report for work and does not report within one day, or give a satisfactory explanation for not reporting, he shall be considered as having voluntarily quit.

4. Grievance Procedure

- a. The Management of the Oshawa Factory recognizes a Shop Committee consisting of nine members who shall be variously elected from their fellow employees who are members of the local union. The Factory Manager shall be advised of the personnel of the Shop Committee and any changes made from time to time.
- b. Any employee having a grievance in connection with his work, or any group of employees having a joint grievance in connection with their work, shall first take up the matter with the Foreman of the Department. The foreman will attempt to make a satisfactory settlement.
- c. If the employee or group of employees is not satisfied with the Foreman's decision they may then take it up with the Superintendent or such convenient higher authority. If further action is desired, they may refer the case in writing to be considered by a meeting of the Shop Committee. The members of the Shop Committee may, upon receipt of such written request, investigate the circumstances of the complaint.
- d. If the Committee is unable to adjust the grievance the matter will then be taken up with the Factory Manager or such higher authority as in the opinion of the Committee is deemed necessary to deal with the case.
- e. Any cases not satisfactorily settled between the Shop Committee and the Factory Manager may be referred by a delegation from the Committee to the highest officers of the Company, when, if the matter is of such importance that it still remains unsettled, the case may be referred to an impartial umpire by mutual agreement of both parties.

5. Rest Period

It is agreed that the employees shall be allowed a five minute rest period after the first two hours in the morning and after the first two hours in the afternoon.

6. Pay Day

Commencing May 7th, all employees shall be paid every other Friday.

7. Production Basis

Beginning with the production season of 1938 models, the objective of 140 will be reduced to 120, thereby increasing the base hiring rate in proportion.

The Company will co-operate to bring it down to one hundred percent.

8. No Discrimination Clause

Both parties agree that no discrimination of any sort will be practiced either by the Company or the employees, by reason of any activity, past or future, of any employees with, or in respect to, trade union activity or trade union membership.

Neither the Company nor the employees shall intimidate employees either against or in favour of trade union membership.

This Agreement shall continue in force until and so long as and concurrent with the agreement between General Motors Corporation in the United States, dated February 11th, and the United Automobile Workers of America.

This Agreement covering the Oshawa Factory of the company is signed by the union employees hereunder who signed on behalf of themselves and their successors in office representing the employees of the company who are members of the local union.

(Signed) H.J. Carmichael
Vice-President & General Manager
General Motors of Canada, Limited

James B. Highfield
General Factory Manager
General Motors of Canada, Limited