

**CONFIDENTIAL**

*Articles of Agreement Between*

# Retail Clerks' International Protective Association

(Affiliated With the American Federation of Labor)

and

# Tacoma Automobile Dealers' Association

THIS AGREEMENT, made and entered into this 15th day of June, 1941, by and between the TACOMA AUTOMOBILE DEALERS' ASSOCIATION, Unit of the INDUSTRIAL CONFERENCE BOARD OF TACOMA, INC., Party of the First Part, hereinafter referred to as Dealer, and RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION, Local No. 1048, of Tacoma, hereinafter referred to as Salesmen, covering the employment of Retail Automobile and Truck Salesmen.

## SECTION 1.

Party of the First Part agrees to retain in their employ only members or those eligible who actually become members, of Local No. 1048, Retail Clerks International Protective Association, within thirty days from date of employment, provided that members of Local No. 1048 who have been working for another Tacoma Dealer shall receive the regular compensation immediately.

- (a) A new salesman shall receive but one thirty-day probation period, by permit from Local No. 1048.
- (b) When additional salesmen are required, preference will be given to members of Local No. 1048, providing they are qualified to meet the requirements of the Dealer.
- (c) Salesmen employed in specific special sales activity shall be members of Local No. 1048.

## SECTION 2. Closing Time and Holidays

Dealer agrees that establishments under his jurisdiction in the City of Tacoma shall close at the following time:

All day on Sunday. All day on the following holidays: New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Armistice Day, Thanksgiving Day and Christmas Day; and at 6:00 p. m., on Mondays, Tuesdays, Wednesdays, Thursdays, Fridays and Saturdays.

The Dealer agrees that salesmen shall not be allowed in the salesrooms of his establishment after 6:00 p.m., except that he have a definite appointment to meet a customer. The doors are to be closed and locked to all other customers or shoppers and he further agrees as far as possible, to have his showrooms appear to be closed to business after 6:00 p.m.

Local No. 1048 shall make every reasonable effort to require establishments not controlled by Dealer to close as specified.

For the purpose of introducing new yearly and show model passenger cars. The dealer may have a total of ten (10) days not to exceed two (2) periods of five (5) days each in any one year, when his show rooms may remain open until midnight. In dual franchises five (5) days for each new car name plate will be allowed and where trucks are sold from a separate

building by a separate sales crew, five (5) days for evening showing of trucks will be allowed.

### **SECTION 3. New Car Salesmen and Combination New Car and New Truck Salesmen**

(a) A minimum compensation will be on the basis of 5% of the F.O.B. factory list price where trade-in exceeds 50% of the said factory list price plus both factory and locally installed groups of accessories. A commission of 6% shall be paid on all other deals, whether trade-in is involved or not, and in no instance shall trade-ins be deducted.

(b) Dealer agrees to furnish a complete price list of all new units for sale including accessories. Said list to be current and show prices that commissions to salesmen will be computed upon. This list to be furnished within ten (10) days after the signing of this agreement and within thirty (30) days after price changes or new models are announced.

(c) Dealer will provide for salesman at such times as he, the Dealer, deems necessary, a current model car to be used as a demonstrator. All repairs, gasoline and oil maintenance of said car will be paid for by salesman. Dealer will make an allowance up to \$25.00 per month toward this expense at internal prices. Labor shall be charged at \$1.75 per hour, parts 25% discount, oil 25c per quart for Eastern oil, gasoline station price less two cents per gallon, lubrication 75c and car wash \$1.00. Demonstrator is to be used for business purposes only, and salesmen is legally responsible for any damage while car is in his charge. Dealer shall have the right to demand that all demonstrating cars be kept in proper condition at all times and stored in a garage at night.

### **SECTION 4. Used Car and Used Truck Salesmen**

(a) Minimum compensation shall be 6% of cash selling price, all trade-ins deducted, compensation computed on net difference, this rate to apply on net sales volume up to \$2,000 in any one month. When net sales volume in any one month exceeds \$2,000 minimum commission to be not less than 7% on total net sales volume. Minimum commission on the sale of any used car shall be \$5.00 excepting used cars sold as junkers and used cars sold at wholesale; provided, that on used cars selling for \$300 or less commission shall be 5% no trade-ins deducted with minimum commission of \$5.00 and that the amount of net sales

only will be a part of the \$2,000 mentioned above.

(b) Dealer will permit used car salesmen to use a used car for business purposes only, at such time as he, the Dealer, deems necessary. If used car is out over night it must be kept in a garage. Salesman is responsible for any damage while car is in his charge.

(c) When a new demonstrator car is assigned or sold to used car salesman, Dealer will allow up to \$15.00 per month toward the operating expense.

### **SECTION 5. Applying To All Salesmen of Cars and Trucks, New and Used**

(a) In dealerships where salesmen are required to sell both new and used cars and trucks the provisions of agreement applying to new car and used car salesmen shall be in effect.

(b) Any deal accepted by the Dealer is to be considered regular and no compromise on commission paid.

(c) In the event that salesman has left the employ of the Dealer between the time he secured a bona fide order and the delivery date, commission shall be due and payable to him upon delivery.

(d) House sales are defined as those made by owner, manager or salaried employe of a dealership, or anyone not regularly employed as a salesman. Any sales made by the above mentioned shall be considered house sales and regular commissions shall be pooled and equally divided among new car salesmen on new car sales and among used car salesmen on used car sales. The only exception to the above mentioned shall be legitimate house sales which are to include the following:

(e) Factory authorized national fleet accounts, a complete list thereof to be furnished Local No. 1048, by each dealer immediately upon the date this Agreement becomes effective.

(f) Fleet deals to all departments of Federal, State, County and City Government.

(g) To legitimate employes and immediate members of the dealer's family, such immediate members to be understood to mean the dealer's son, daughter, wife, mother or father, sister or brother, mother-in-law, father-in-law, sister-in-law or brother-in-law.

(h) All house deals herein listed shall be compiled, together with detailed information relating

thereto at the end of each month by each dealer and a copy of same shall be furnished the Business Agent of this Union for his inspection not later than the 7th day of succeeding month such sales are made. If any question arises as to the correctness of any list as submitted, said information and adjustment must be handled in accordance with Section No. 7 of this agreement.

(i) It is understood that sales made under subparagraph (g) Sec. 5, are to be limited to the use of purchaser and not to be re-sold by purchaser except as relates to salesmen for demonstrating purposes who shall be limited to two such demonstrators per model year.

(j) Dealer is allowed in excess of the above exceptions an aggregate of three deals, new or used units to be termed as house deals where dealer employs more than 3 salesmen. Where dealer employs 3 salesmen he will be allowed 25% of all sales made. 33% of all sales made will be allowed where dealer employs 2 salesmen and 50% will be allowed where dealer employs one salesman.

(k) It is agreed that any deals now in the process of consummation as house sales shall be accepted, if completed within 30 days, and a complete list thereof shall be furnished to Local No. 1048 immediately upon signing this Agreement.

(l) A drawing account of \$25.00 per week, no deductions, except Social Security and Medical Aid and Group Insurance where in effect, shall be advanced to every Union Salesman not later than noon on Saturday, providing if and when Salesman's account equals or exceeds \$125.00 more than earned commissions, dealer may discontinue advancing the drawing account until Salesman's drawing account is less than \$125.00 more than earned commissions. Salesmen not on duty for the full week excepting holidays shall receive a proportionate amount. Commissions in excess of drawing account shall be paid on or before the 7th of the following month. However, if salesman fails in any given month to earn the drawing account advanced, the Dealer may retain all commissions in excess of the weekly drawing account until the deficiency is paid. A commission is earned only when actual delivery of the car has been made. The deduction for Medical Aid, Social Security and Group Insurance is to be made from the last check issued during the month.

(m) It will be a violation of this agreement to

offer salesmen flat rate or part commission on any deal whatsoever, except in the following case: When a bona fide demonstrator is sold, which is considered a used car, a flat commission of \$25.00 shall be due and payable upon delivery regardless of trade-in allowance.

(n) A commission on all accessories sold not mentioned in Section 3 (a) shall be computed on the basis of 10% of the retail price less the cost of installation regardless of time of sale of such accessories. Provided a salesman actually completes sale with purchaser.

(o) In the event of discount at change of model period, commission shall be paid as specified in Section 3 (a), less actual discount.

(p) In the event of the signed cash forfeiture of a deposit paid by a prospective purchaser of a car, the salesman securing such deposit is to be paid one-half of the forfeited deposit up to \$50.00. If more than \$50.00, salesman is to receive not more than the amount of regular commission. In all cases, Dealer's proven expense is first to be deducted from the amount.

(q) No commission shall be charged back to salesman in the event of re-possession or for any other reason except in the case of an inadvertent sale to a minor or collusion on part of salesman.

(r) In no case will the salesman be required to purchased demonstrator from Dealer.

(s) It is compulsory that insurance coverage to protect the salesman against fire, theft, comprehensive, collision, public liability and property damage and judgments arising from automobile accidents be written at lowest possible cost; such cost to be paid by salesman in equal monthly payments. Salesman is to pay for the first \$25.00 repair expense in case of collision damage.

(t) Dealer shall not pay commission to any person who does not appear on his pay roll as a regularly employed salesman.

(u) Salesman shall be given his fair amount of floor time according to sales force.

(v) No salesman shall be discriminated against for any legitimate Union activity.

(w) It is a violation of this agreement for any Dealer in the jurisdiction of this Local to consign new

or used cars or trucks to individuals, independent garages, service stations, parking lots or used car establishments not owned by Dealer.

(x) A wholesale deal is defined: as a car sold to a legitimate car dealer or sub-dealer, who buys the car for his stock; and does not sell from the dealers floor in a retail manner.

#### SECTION 6. Mutual Protection

(a) Salesmen without Dealer's consent will not sell or promote any sales for any Dealer other than his employer.

(b) It is understood and agreed by both parties that there shall be no subterfuge to defeat the purpose of this agreement.

(c) It is understood that neither party to this agreement will adopt any by-laws or rules affecting any part of this agreement, except by mutual consent.

(d) It shall be a violation of this agreement for a salesman to offer at his expense either cash or merchandise to any individual or firm to assist in promoting a sale.

(e) In case a new agreement in the future is made by Local No. 1048 with any other dealer with terms more favorable to the Dealer than the terms of this agreement, then those terms shall automatically apply to the signators of this agreement.

(f) Dealer is sole judge of the competency of salesman.

#### SECTION 7

All grievances which may arise under this agreement shall be referred to the Manager of the Indus-

RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION, Local No. 1048, of Tacoma, Washington.

By .....  
President.

By .....  
Secretary-Treasurer.

By .....  
Recorder.

trial Conference Board of Tacoma, insofar as Dealer is concerned, and the Business agent of Local No. 1048, representing Salesmen, insofar as Salesmen are concerned. Five working days shall be considered ample time to arrange and hold committee meetings. In case matters in controversy cannot be settled in this manner, they shall be referred to a committee consisting of two members each of Dealers and Salesmen. The Dealers' committee shall consist of Dealers actively engaged in the automobile business and the Salesmen's committee must be salesmen actively employed in Dealers' establishments. In case these parties should fail to reach an agreement within five days, they may select by mutual agreement, a fifth person whose decision will be binding on all parties, and his decision shall be made not later than five days after the committee of four have failed to agree. The fifth person shall be selected from a source outside the automobile industry, and shall be agreeable to both parties. A complaint shall be submitted in writing and copy of the complaint shall be submitted to the Dealer against whom complaint is made.

#### SECTION 8

This agreement shall be in effect until June 15, 1942, and shall remain in effect thereafter from year to year unless either party hereto shall give notice to the other party in writing of a desire to change or terminate the agreement. Such written notice shall be presented to the other party not less than thirty (30) days prior to the termination date hereof. During such thirty-day period, conferences shall be held looking toward a revision of this agreement. There shall be no cessation of work during such conferences.

TACOMA AUTOMOBILE DEALERS' ASSOCIATION, Unit of the Industrial Conference Board of Tacoma, Inc.

By .....  
Manager, Industrial Conference Board  
of Tacoma, Inc.

Printed on Union Made Paper



Spencer R14-42-91

Confidential Retail Clerks #1048  
U.S. DEPARTMENT OF LABOR (AFL) Tacoma, Wash

BUREAU OF LABOR STATISTICS

WASHINGTON  
**CONFIDENTIAL**

October 28, 1941

6-15-42

Mr. Edwin P. King, Secretary  
Retail Clerks' Int'l Protective Ass'n #1048  
305 Labor Temple  
Tacoma, Washington

My dear Mr. King:

We have in our files a copy of your agreement with Tacoma Automobile Dealers Ass'n and others which recently expired.

In order to keep our files of union agreements up to date, we should be grateful if you could conveniently send us a copy of your agreement which is now in effect, together with any supplemental wage rates that have been negotiated. We shall be glad to make a duplicate and promptly return the original if you have only one copy available. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general analysis in such a way as not to reveal the name of either party to the agreement.

We shall greatly appreciate your cooperation. The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let us know.

Very truly yours,

A. F. Hinrichs

Acting Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement

Tacoma auto Dealers asso. (21 new car dealers  
(If more than one employer, please list on reverse side)

Number of companies covered by agreement Practically all.

Number of union members working under terms of agreement 140

Number of non-members working under terms of agreement none

Branches of trade covered Salesmen of cars + trucks

Date of expiration June 15 - 1942

Please check here if you wish the agreement --

Returned \_\_\_\_\_ Kept confidential ✓

If you cannot send a copy of your new agreement, please note (on the reverse side of this letter) any changes from your previous agreement.