

Articles of Agreement Between Retail Clerks' International Protective Association

(Affiliated With the American Federation of Labor)

and

Tacoma Automobile Dealer's Association

THIS AGREEMENT, made and entered into this 15th day of June, 1939, 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.

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 actively 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 legitimate effort to require establishments not controlled by Dealer to close as specified.

For the ten-day period following the introduction of a new model, dealers' showrooms may remain open as late as dealer desires.

Section 3. New Car Salesmen and Combination New Car and Truck Salesmen

a. A minimum compensation shall be on the basis of 5% of f.o.b. factory list price plus accessories, excluding accessory installation, no trade-ins deducted where trade-in is involved, and 6% on clean deals. The minimum commission on cars having discount of 21% or 22% shall be \$30.00, and the minimum commission on cars having a discount of 20% or less shall be \$25.00. Any deal accepted by the Dealer is to be

considered regular and no compromise on commission paid.

b. In the event of discount at change of model period, commission shall be paid on the factory f.o.b. list price plus accessories, excluding accessory installation, at the above rates, less actual discounts.

c. 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.

d. It will be a violation of this agreement to offer salesman flat rate or part commission on any deal whatsoever, except in the following case: When a bona fide demonstrator is sold, a flat commission of \$25.00 shall be due and payable upon delivery regardless of trade-in allowance.

e. House sales are defined as those made by owner, manager, or salaried employes of a dealership. In addition to sales to members of dealer's family and employes, and to Federal, State, County and City Governments and to National Fleet Users, Dealer is allowed in any one month four new and/or used car deals where Dealer employs more than three (3) salesmen; 25% where three (3) salesmen are employed; 33 $\frac{1}{3}$ % where two (2) salesmen are employed, and 50% where one (1) salesman is employed. Any house sales of new cars or trucks in excess of the above limits specified in this section shall carry the regular salesmen's commission to be equally divided among all the new car salesmen employed for the full month by the dealer in question. Salesman who may be assigned to secure sales to Federal, State, County and City Governments and National Fleet Users will receive two-thirds regular commission on such sales consummated when discount is given; otherwise full commission will apply. House sales to be posted at time of sale and distribution on house sales in excess of limits

specified to be shown and credited on monthly statements.

f. No commission shall be charged back to salesman in the event of repossession or for any other reason except in the case of an inadvertent sale to a minor or collusion on part of salesman.

g. 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.

h. 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 salesmen. 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, lubrications 75c and car wash \$1.00. Demonstrator is to be used for business purposes only, and salesman 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.

i. In no case will the salesman be required to purchase demonstrator from Dealer.

j. 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.

k. Dealer shall not pay commission to any person who does not appear on his payroll as a regularly employed salesman.

l. Salesman shall be given his fair amount of floor time according to sales force.

m. No salesman shall be discriminated against for any legitimate Union activity.

n. It is a violation of this agreement for any Dealer in the jurisdiction of this Local to consign new or used cars or used trucks to individuals, independent garages, service stations, parking lots or used car establishments not owned by Dealer.

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. In no event shall compensation exceed 7% trade-ins deducted.

b. 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 repaid. A commission is earned only when actual delivery of 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.

c. It will be a violation of this agreement to offer salesman flat rate or part commission on any deal whatsoever, except in the following case: When a bona fide demonstrator is sold, a flat commission of \$25.00 shall be due and payable upon delivery regardless of trade-in allowance.

d. House sales are defined as those made by owner, manager, or salaried employe of a dealership. In addition to sales to members of dealer's family and employes, and to Federal, State, County and City Governments and to National Fleet Users, Dealer is allowed in any one month four new and/or used car deals where Dealer employs more than three (3) salesmen; 25% where three (3) salesmen are employed; 33 $\frac{1}{3}$ % where two (2) salesmen are employed and 50% where one (1) salesman is employed. Any house sales of used cars or trucks in excess of the above limits specified in this section shall carry the regular salesmen's commission to be equally divided among all the used car salesmen employed for the full month by the dealer in question. Salesmen who may be assigned to secure sales to Federal, State, County and City Governments and National Fleet Users will receive two-thirds regular commission on such sales consummated when discount is given; otherwise full commission will apply. House sales to be posted at time of sale and distribution on house sales in excess of limits specified to be shown and credited on monthly statements.

e. 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.

e-1. 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.

f. No commission shall be charged back to salesman in the event of repossession or for any other reason except in the case of an inadvertent sale to a minor or collusion on part of salesman.

g. In the event of a signed forfeiture of a cash 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 more than the amount of regular commission. In all cases, Dealer's proven expense is first to be deducted from the amount.

h. When a demonstrator is sold it is to be considered as a used car, with compensation as referred to in Section 4-c.

i. In no case will the salesman be required to purchase demonstrator cars.

j. Dealer shall not pay commission to any person who does not appear on his payroll as a regularly employed salesman.

k. Salesman shall be given his fair amount of floor time according to size of sales force.

l. No salesman shall be discriminated against for any legitimate Union activity.

m. It will be a violation of this agreement for any Dealer to consign new cars or used cars or used trucks to individuals, independent garages, service stations, parking lots or used car establishments not owned by Dealer.

Section 5. Combined New Car, New Truck, Used Car and Used Truck Salesmen

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

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

d. On accessories, which might include radio, heater, or any extra equipment sold to a customer after the time of delivery, a commission of 10% shall be paid the salesman selling said equipment when the amount of the order is \$5.00 or more. Commission shall not be paid when any other employe is involved in sale.

e. 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.

Section 6

This agreement does not cover truck salesmen whose activities are confined 100% to truck sales.

Section 7

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

Section 8. Mutual Protection

It is understood that neither party to this agreement will adopt any by-laws or rules affecting any part of this agreement.

a. 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.

b. 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.

Section 9

Dealer is sole judge of the competency of salesman.

Section 10

All grievances which may arise under this agreement shall be referred to the Manager of the Industrial 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 11

This agreement shall be in effect until June 15, 1940, 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.

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

By.....
President.

By.....
Secretary-Treasurer.

By.....
Recorder.

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

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



Retail Clerks 1048
Tacoma, Wash
6-15-40

U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON

Mr. R. E. Bennatts, Sec'y
Retail Clerks Int'l Protective Ass'n #1048
Room 305, Labor Temple
Tacoma, Washington

July 18, 1939

Dear Mr. Bennatts:

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

In order to keep our files of union agreements up to date, I should be grateful if you could conveniently send us a copy of your new agreement, if you now have an agreement in force. We shall be glad to type 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 information, in such a way as not to reveal the name of the union.

We shall be very grateful for your assistance. The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

Isador Lubin
Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement
Tacoma Automobile Dealer's Association (14 firms)
Independant Dealers of Tacoma (14 firms)

(If more than one employer, please list on reverse side)

Number of companies covered by agreement 28

Number of union members working under terms of agreement Aprox. 105

Number of non-members working under terms of agreement A very few used car salesmen.

Branches of trade covered Sales of new & used automobiles & trucks.

Date renewed June 15, 1939 Date of expiration June 15, 1940

Please check here if you wish the agreement returned _____

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.