

A G R E E M E N T

By and Between

FILLING STATION EMPLOYEES' UNION NO. 19570
Affiliated with A. F. of L.

And

THE RUBBER INSTITUTE

This memorandum of agreement as to wages and working conditions is agreed to this 22 day of June, 1936, between The Rubber Institute, representing its San Francisco members, and their employees who are represented by Filling Station Employees' Union Local No. 19570, affiliated with the American Federation of Labor, and the Gasoline Station Operators National Council, which in view of the generally accepted principle of majority rule is recognized as the collective bargaining agency for all employees covered by this agreement.

WITNESSETH:

General Provisions Applying to All
Employees Covered by this Agreement:

Section 1. Newly engaged employees shall be recorded as on trial for a period of two weeks, after which time they shall be considered as regular employees of the Employer, to be governed thereafter by this agreement.

Section 2. Shop Stewards. Organized employees in each establishment may select a representative to act in their behalf in such capacity as is ordinarily the custom, provided, however, that such activity shall not interfere with normal and regular shop operations.

Section 3. There shall be no discrimination of any kind against any member of the Union by foremen, superintendents, or any

other persons in the employ of the Employer.

Section 4. The Employer agrees not to enter any individual agreement with any of his employees contrary to the provisions of this agreement, and to cancel all written or verbal agreements he has with any member of the Union, and to return all contracts of agreement to the Union's representative.

Section 5. In the event of necessity for reduction of force, layoff shall be made in the inverse order of seniority and addition shall be made in the same order, except that this clause shall not require the retention or rehiring of men in or for positions for which they are not competent.

Section 6. Deductions. No deductions in pay shall be made for stock loss until a joint investigation by parties affected shall have been made and the facts determined.

Section 7. Uniforms. Wherever the Employer requires employees to wear a type of uniform which is not suitable for wear while off duty, and such uniform is not furnished at the expense of the Employer, the Employer shall set up uniform allowance which shall be applied toward the purchase and payment, replacement, cleaning and laundering of the uniform so required. This allowance shall be not less than One Dollar and Fifty Cents (\$1.50) per month.

Section 8. Employees shall not be required to attend sales or service meetings on their day off.

Section 9. Employees shall be permitted time off when required to attend conventions, committee meetings or other pertinent business of the Union, provided, however, that ten days' written notice be given to the Employer, such notice to set forth the time

and date which the employee must be off duty and provided that not more than one man shall be so required at any one time from the Employer. The Employer shall not be required to pay wages to the employee for time taken off to attend any such Union business.

Section 10. It is further agreed that no employee shall be required to pay for, or have deducted from his pay, any sum of money for the purpose of securing to the Employer any clothing, name plates, tools or equipment, insignia or other similar materials or devices of any kind.

Section 11. Labor Relations Committee. Any problem arising in connection with the employment conditions falling within the scope of these regulations or their interpretation which cannot otherwise be adjusted shall be referred to the Joint Labor Relations Committee, consisting of two (2) representatives of the Institute, and two (2) representatives of the Union. Such Committee shall within forty-eight (48) hours of receipt of such complaint meet with the complainant or his representative, and shall render its decision within forty-eight (48) hours of such meeting. In the event the Committee fails to agree, the matter shall be referred to a fifth impartial party whose decision shall be final and binding. In case of inability to agree on the impartial party, Judge M. C. Sloss shall be requested to designate same.

Section 12. From this date all fidelity bond premiums will be paid by the Employer and all cash deposits or cash bonds in lieu of fidelity bonds now in force will be returned to the employees so affected at once. All charges incident to the hiring of any employee, such as physical examination or sales training, when required by the Employer, shall be borne by the Employer. All checking between

shifts will be done only on the Employer's time.

Section 13. The Employer will furnish all petty cash required in the operation of the station.

Section 14. Employees may be granted a leave of absence without pay as follows: Employees who have been in the employ of the employer between six months and one year, one week; employees who have been in the employ of the Employer for over one year, two weeks.

Section 15. For split shifts extra compensation amounting to Fifty Cents (50¢) shall be paid per shift.

Section 16. In arriving at a daily rate of pay, the monthly rate shall be figured on a twenty-six (26) day basis.

Section 17. (a) Eight (8) hours per day shall constitute a regular day's work. Six (6) days of not more than forty-eight (48) hours shall constitute a week's work.

(b) The following days shall be observed as holidays: New Year's Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. For any work performed on designated holidays the rate of time and one-half shall be paid, or the equivalent time off shall be given at the rate of one and one-half ($1\frac{1}{2}$) hours off for each hour of employment. It is expressly understood that with respect to gasoline station attendants the prevailing practice of the industry shall be observed.

(c) For all work in excess of eight (8) hours per day, or forty-eight (48) hours per week, overtime shall be paid at the rate of time and one-half.

Section 18. For all extra or part-time employees extra compensation amounting to Fifty Cents (50¢) shall be paid per shift. An extra or part-time employee is one who works two (2) consecutive days of eight (8) hours each, or less.

Section 19. Filling station employees shall be classified as follows: Filling Station Managers, Senior Operators, and Junior Operators.

Section 20. Filling Station Managers shall include all filling station employees who are invested with direct responsibility for the operations of the station. The salary of such filling station managers shall be a minimum of One Hundred and Thirty Dollars (\$130.00) per month, and they shall receive, in addition to the foregoing salary, Five Dollars (\$5.00) per month for the first full-time operator working under them and Two Dollars (\$2.00) per month for every additional full-time man thereafter working under them.

Section 21. Senior Operators shall include all filling station employees other than filling station managers who have been employed for a period of one year or more. Such employees shall receive a minimum salary of One Hundred Dollars (\$100.00) per month.

Section 22. Junior Operators shall include all filling station employees who have been employed less than one year. Such employees receive a minimum salary of Eighty Five Dollars (\$85.00) per month.

Section 23. Existing rates of pay, whether salaries or commission, in excess of these minimums shall not be reduced, and no wage contained in any of the foregoing paragraphs shall be construed as other than a minimum wage and no maximum wage shall be set up in any event for any class of employees.

Per Month

After 24 months apprentice vulcanizers and tire rebuilders shall be classified as experienced men and their scale of wages advanced according to classification.

C. Lubrication Men:
Experienced
Apprentices

\$115.00
90.00

After six months apprentice man shall be classified as experienced man and his scale of wages advanced according to classification.

D. Tire Changers:
Experienced Tire Changer
Apprentice

\$110.00
80.00

After 12 months apprentice tire changer shall be classified as experienced men and his scale of wages advanced according to classification.

Section 28. Any man having served the required apprenticeship in any position in any city in the United States shall be classified as an experienced operator, providing he gives satisfactory proof to the employer as to his competency.

Section 29. This Agreement shall be in full force and effect from the day of the signing hereof, up until May 31, 1937. If neither party has served, in writing, notice of a desire to change or modify this agreement thirty (30) days prior to May 31, 1937, this agreement shall be renewed for the subsequent year.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 22 day of June, 1936.

THE RUBBER INSTITUTE
By

(Signed) G. J. BROOKS
Secretary.

FILLING STATION EMPLOYEES' UNION
NO. 19570
By

(Signed) A. DELISLE, Bus. Agt.

(Signed) W.W. SCHICK, Pres.

(Signed) T.C. NORMAN, Rec. Secy.

-7- (Signed) W.E. McDONALD, Fin. Secy.