

CONFIDENTIAL

PREAMBLE:

In order to establish a more harmonious relationship between the Des Moines automotive dealers, garage owners, garage and repair shops, super-service stations, trucking and transfer line companies, tractor and farm equipment service, road machinery, and such other automotive industries competitive to the automobile dealers' service departments, this agreement is hereby entered into by Machinists and Automobile Mechanics Local Lodge #254, International Association of Machinists, and the automobile dealers and repair shops of Des Moines, Iowa, signatory to this agreement:

WITNESSETH:

Section 1. As a condition of collective bargaining, it is agreed all present employees covered by this agreement shall be members of the Union. (It is agreed that any new employee not a member of the Union who is classified in this agreement must have in his possession a permit card which shall be issued him by the Union free of cost. He shall join the Union within twenty-four (24) working days. Failing to so join he shall be discharged by the employer. During the period of twenty-four (24) consecutive working days any new employee may be dismissed and such dismissal shall not be deemed a breach of this agreement nor considered as a grievance. After twenty-four (24) consecutive working days of service, said new employee shall be considered an employee on the extra list, and shall not be considered a regular employee until the regular force is increased or until a vacancy occurs in the regular force.

The International Association of Machinists agree to use all legitimate means in its power to further the interests of the Companies signing this agreement.

Section 2. Eight (8) hours of work, exclusive of the lunch period, which shall be between the 4th and 5th hours, except in case of an emergency, as fixed by mutual agreement, shall constitute a day's work, except that there shall be no split shifts. NOTE: (A "split shift" is defined as a shift that is broken by any period of time other than the lunch period and again resumed in the same day's work.)

Day shift shall be between the hours of eight (8) A. M. and six (6) P. M. Night shift shall start not earlier than five (5) P. M., except by mutual agreement between shop employees and management, provided such shift shall not disturb the regular number of hours then being worked by the day shift.

Regular mechanics reporting for work at the beginning of the shift on any work day shall be guaranteed a minimum of six (6) hours' work on that day. But if they are required to work after the sixth hour, they shall receive not less than eight (8) hours' pay. Extra mechanics called to work on any day shall be guaranteed a minimum of four (4) hours' work on that day.

The regular work week shall consist of forty-four (44) hours average, to be worked as follows: six (6) eight-hour days one week, Monday through Saturday, and five (5) eight-hour days through the following week, Monday through Friday. It is agreed that no employee working under this agreement shall work more than every other Saturday for straight time during the life of this agreement. Time and one-half shall be paid for work performed other than specified in this schedule. Any exception to this shall be only by mutual agreement between the management and shop committee.

When overtime is required, by the employer, time and one-half shall be paid for all time worked in excess of eight (8) hours in any one day and for all work performed on Sundays and legal holidays. Holidays under this agreement shall be New Year's Day, Decoration Day, July Fourth, Labor Day, Thanksgiving Day, and Christmas Day. If said holidays fall on Sunday,

the day observed as such shall be considered the holiday.

SECTION 3. Classification of Employees and Wage Rates by Department's.

	RATE PER HOUR
1. Service Department machinists, mechanics, electricians, ignition men, body, fender, radiator repair men, trimmers and painters	- 75¢ per hour
2. Used Car Department machinists, mechanics, electricians, ignition men, body, fender, radiator repair man, trimmers and painters	- 75¢ per hour
3. Lubrication and battery men	- 65¢ per hour
4. Working foremen	- 85¢ per hour
5. Garage helpers; not classified	- 40¢ per hour
3. Apprentices:	
During 1st year	- 35¢ per hour
During 2nd year	- 45¢ per hour
During 3rd year	- 55¢ per hour
During 4th year	- 65¢ per hour

The qualifications of the employee in any department to be determined by the employer.

Each shop may have one apprentice for each five journeymen or fraction thereof, and one additional apprentice for each additional five journeymen auto mechanics. They shall serve four years, a minimum of 275 days each calendar year, and shall be taught all branches of the trade in their classification of work, i.e., mechanical department and body, fender and paint department. Advanced apprentices may also be employed, and must have worked two years at the trade. They shall serve two years when employed, and shall start at third year apprentice rate of pay.

When an apprentice completes his apprenticeship, he may be retained at the option of the employer as a journeyman and shall receive the minimum journeyman's scale. His seniority rights will start from the date he starts as a journeyman.

The employer shall have the right to retain men in above classifications at different rates than specified above on account of age or physical disability. It is to be definitely understood that this can be done only by mutual agreement between the employee and the employer and then only with the approval of the Executive Committee of Local #254, I.A. of M.

The following classifications are not negotiated for under this agreement: car washers, floor salesmen, delivery boys and porters.

The Employer has the right to set up such classified departments as are essential to the conduct of his individual business.

No employer shall operate a shop with less than one journeyman mechanic.

Employees shall furnish all necessary hand tools used in their work. Special and cutting tools shall be furnished by the employer.

No one shall be allowed to use tools to dismantle, repair or rebuild motors, chassis, electrical equipment, bodies or fenders, except journeymen, working foremen, and/or apprentices.

Section 4. The Employer shall have the right to increase or reduce the working force, and when necessary to reduce the force in any classification, the last man employed in such classification shall be the first laid off and in restoration of forces the last man laid off shall be the first returned to work in his classification if he is available, but by no means employed in such

shop shall be reduced to forty (40) hours per week before any regular men are laid off. Men laid off by reason of forced reduction and desiring to retain their seniority rights, must keep their whereabouts known to employer and shop committee. They shall be given a reasonable amount of time to report after being notified to report for duty, not to exceed five days unless prevented by illness, the same to be verified by a doctor's certificate.

If an employee with seniority rights is transferred to another department and said new department is closed or lay-offs are necessary in said new department, said transferred employee's seniority shall be respected in his former department.

In case any department is closed, the employees in said department shall be transferred to any other department in which more men are needed, or in which a vacancy shall occur, and in which said employees are qualified to work, said qualifications to be determined by the employer.

If an employee in a closed department is older in point of service than any employee working in any department remaining open, said first named employee shall replace said younger employee if he is qualified to perform the work necessary in the department.

Section 5. The right to hire and discharge, the management of all departments coming under this agreement, and the direction of the working force, shall be vested exclusively with the employer and the said Union and its members shall not abridge these rights. It is not the intention of this provision to discharge any employee or refuse employment to applicants on account of personal prejudice growing out of his activity in matters affecting the Union. If a discharged employee feels that an injustice has been done him, he may request an investigation between the Shop Committee or representatives of the Union and representatives of the employer. If such investigation determines an injustice has been done such employee by reason of such discharge, he shall be re-instated to his employment and compensated for time lost, but such investigation must be definitely completed within ten days from date of discharge. Provided, however, if such investigation is not completed within said ten days, by reason of any dilatory tactics on the part of the employer, jurisdiction of said matter shall not be lost by reason of the expiration of said ten day period.

Section 6. Any differences that arise in reference to the provisions of this agreement that cannot be satisfactorily adjusted by the Service-Superintendent and the Shop Committee, shall be referred to a representative of the Company and a representative of Local #254, International Association of Machinists for adjustment. Meetings shall not be held during working hours except by agreement of both parties. There shall be no stoppage of work on the part of the men, or lockout on the part of the Company while negotiations for adjustment are pending.

Section 7. GENERAL CONDITIONS.

A. Members regularly employed shall not solicit, contract or do work for their own account. Any member violating this rule shall be fined \$50.00 for the first offense and shall be expelled from Lodge #254 for the second offense.

B. Pay days shall be weekly at the termination or close of each shift. No deduction shall be made by the employer from the employee's pay except as authorized by a legal assignment of wages. This shall be in no way construed to mean a check-off for Union dues.

C. All State Laws governing safety and sanitary conditions shall be complied with, and, during summer months, sufficient ice water will be furnished by the employer for drinking purposes.

D. The International Association of Machinists shall furnish the Company with a recognized Union Shop Card for display in the shop. The card, however, remains the property of the aforesaid Association and becomes removable upon the violation of the rules of this Agreement.

Section 8. This agreement shall be in full force and effect from July 15, 1939 to July 15, 1940. It is provided, however, that in the case neither party to this Agreement presents to the other party in writing, a request for changes in this Agreement at least thirty (30) days before July 15, 1940, it shall remain in full force and effect for one year thereafter.

By \_\_\_\_\_  
For Employing Firm

By \_\_\_\_\_  
Business Agent for Local  
#254, International  
Association of Machinists.

This Agreement was signed by the Committees representing the Union and the Auto Dealers. And will also be signed by each Employer and the Business Agent for the Union, E.K. Taylor.

Committee for the Union:

- E.K. Taylor
- J.D. Brand
- C.W. Tucker
- J.G. Flinn
- G.B. Duffield

Committee for the Auto Dealers:

- Geo. Heaps Jr.
- Paul Manning
- Howard Soles
- A.E. Chambers
- Elmer Dunn
- Ben Sanders

REMOVED  
BONNARD

