

THIS AGREEMENT, made and entered into this 15th day of November, 1939, by and between the Automobile Dealers of San Pedro and Wilmington, California; herein and hereafter referred to as the Dealers, and THE RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION, through its agent, Local #1056, herein and hereafter referred as the Salesmen or Union:

WITNESSETH:

In mutual consideration the parties hereby agree as follows, to wit:

1. Dealers agree to hire only salesmen who are members in good standing in the "Harbor District Automobile Salesmen's Association, Local #1056, or who have filed with the secretary a formal application for membership accompanied by check for one half the initiation fee, together with first month's dues. It is mutually agreed that such applications will be accepted at the next following regular meeting of Local #1056, and that employers will immediately suspend from employment any such salesmen upon notice by the secretary of Local #1056 that the second half of initiation fees has not been paid within 33 days of application date. Dealers shall be the sole judge as to the competence and desirability of all salesmen, and shall have the right to dismiss any salesman.
2. All regularly employed salesmen, except as noted in Paragraph #9, shall be entitled to a drawing account of \$25.00 per week, payable each and every Saturday. It is understood however that any authorized debt owed by salesmen to dealers may be deducted from drawing account payments upon a basis mutually agreed upon at the time the debt is contracted.
3. It is agreed that so-called "bird dogs" will not receive from dealers or salesmen, or both, more than \$10.00 for assistance in making a sale. With the exception of deals originating outside the Harbor District territory, it is agreed that salesmen will not give to a purchaser any rebate, additional allowance or accessories, and will not accept a reduction in their usual compensation from the dealer. Inasmuch as the above fair practice provision is for the good of all, Local #1056 pledges sincere and active cooperation in its enforcement. The dealers agree to hire only full time salesmen and further agree not to employ any part time salesmen or pay commissions to any outside salesmen or sales representatives. The dealers agree not to permit any salesmen in their employ more floor time than any of their other salesmen.
- 4-A. The dealers agree to refrain from making any deals direct with customers residing within the here-under mentioned territory without paying a full commission on such deals to one of their salesmen in the Harbor District area.

Salesmen not in the quota of the dealer's Harbor District personnel will not be permitted to sell in the Harbor District.
- B. The Harbor District Territory will be designated as follows: Bounded on the East by the Long Beach City Limits, on the North by Carson Street, on the West by Hawthorne Avenue prolonged to the Pacific Ocean, and bounded on the South by the Pacific Ocean. Terminal Island to be included.
- 5-A. Dealers agree to maintain the same rates of compensation as now in effect for new and used cars, no differential being made between cash and finance deals. Dealers will be permitted to lower the rates of compensations on new cars only when gross profit on new cars is lowered, and

such change will only be put into effect when such reduction shall be determined by mutual agreement. The dealers further agree to refrain from holding back any compensation from salesmen once a deal is agreed upon and delivery of the automobile is made.

- B. It is also agreed that in the case where a customer trades in his car and takes credit in the amount of \$200.00, or more, for future delivery, that 50% of the commission will be due and payable immediately upon sale of the used car turned in for credit. The balance of 50% of the commission will be due and payable upon delivery of the car taken by the customer. These commissions will be paid to the salesman making the original deal, even though he is not in the employ of the dealer when the delivery of the car is made. It is understood that full commission on any orders now on hand will be paid upon delivery of the car. Full commission on credit in the amount of less than \$200.00 will be paid upon delivery of the new car.
- C. It is agreed by both dealers and salesmen that salesmen shall not be compensated on the participating or profit sharing basis wherein the used car traded in is charged to the salesman's account and his actual income is not only uncertain at the time the deal is made, but subject to reduction below the standard of fair compensation prevailing in the industry. Selling Sales Managers will come under the same classification in this agreement as the salesmen and will receive the same commission, plus any other remuneration the dealer may pay him. A full commission must be paid to a salesman on all Sales Managers deals, when the Sales Manager is not working on the above mentioned basis. It is agreed that dealers will not attempt to make a sale of any new car for which he has no franchise. It is also agreed that salesmen will be permitted to sell only new cars for which his employer has a franchise.
6. It is the dealers privilege to rent or sell cars to salesmen for demonstration purposes. It is agreed that if the salesman purchases a car for demonstration services, he will be privileged to buy said car at dealer-to-dealer charge, which includes a fair allowance for such actual costs as unloading, storage, financing, insurance and servicing prior to sale.
7. It is agreed that no showroom or used car lot will be open to the public before 8:00 A.M., or after 8:00 P.M. between the dates of October 1 to May 1. From May 1 to October 1, the hours shall be 8:00 A.M. to 8:30 P.M. New car showrooms will be closed every Sunday. Used car lots will remain open on Sunday from 10:00 A.M. to 4:00 P.M. and both used and new car salesmen will alternate on Sunday work. It is understood that for a period of thirty days from the opening date of the Automobile Show, showrooms will be open Sundays and there will be no restrictions on opening or closing hours. Showrooms and used car lots will be closed on the following holidays: New Years Day, Memorial Day, Fourth of July, Labor Day, Armistice Day, Thanksgiving Day, and Christmas.
8. The dealers will further agree, as do the salesmen, to appoint a committee to confer in adjustment of differences and complaints.
9. The dealers agree that they will not increase the size of their various sales forces by more than one man in any one month, and it is agreed that the dealer will not have to pay a newly employed salesman a drawing account for the first thirty days of his employment.
- 10-A. The Harbor District Automobile Salesmen's Association, Local #1056, agrees that it is not in favor of sympathetic strikes and will do everything it can to avoid them.
- B. Salesmen shall receive a statement showing their commis-

sions and charges between the first and tenth of each month for the preceeding month. Any dispute arising regarding commissions, etc. must be protested by the salesman involved to the Union and the dealer involved, between the time he receives his statement for the preceeding month and the first of the following month. The Union's books shall be open for the inspection of the dealers, in case of a dispute. The dealers books and records, concerning salesmen, shall also be open to the union executive board, in case of a dispute.

- 11. The Harbor District Automobile Salesmen's Association and the undersigned dealer agree to the foregoing, for a period of two years from date.

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H. D. A. S. Assn., #1056, President

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H. D. A. S. Assn., #1056, Secretary

Harbor District Automobile Salesmen's Association -

*E W Dearborn  
Secretary*

*1600 S Pacific's*

*San Pedro*



R14-41-18  
**CONFIDENTIAL**

SECOND REQUEST

Clerks #1056  
San Pedro, Calif.  
11-1-41

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

March 16, 1940

~~Mr. Wm. S. Lepper, Secty., #1056  
Retail Clerks Int'l Protec. Assn.  
652 1/2 W. 9th St.  
San Pedro, Calif.~~

E W Dearborn  
1600 S. Pacific  
San Pedro

~~My dear Mr. Lepper:~~

Secretary

We have in our files a copy of your agreement with employers 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. 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,

*Isador Lubin*

Isador Lubin  
Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement

Harbor District Automobile Dealer's Association  
(If more than one employer, please list on reverse side)

Number of companies covered by agreement 17

Number of union members working under terms of agreement 65

Number of non-members working under terms of agreement 0

Branches of trade covered Sales only

Date of expiration November 1st 1941

Please check here if you wish the agreement ---

Returned No Kept confidential yes

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. (8227)