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Agreement No. 6902

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STANDARD AUTOMOTIVE AGREEMENT

APPROVED BY

Greater St. Louis Automotive Association

INCORPORATED



AND

District No. 9

International Association of Machinists

AFL - CIO

DISTRICT No. 9 — OL. 2-2100

1964-1967

STANDARD AUTOMOTIVE AGREEMENT

AGREEMENT by and between _____, party of the first part, hereinafter called the "Employer", and District No. 9, International Association of Machinists, party of the second part, hereinafter called the "Union".

In the application or interpretation of this contract, the agreement between the Employer and the Union shall be conclusive and binding upon all persons affected.

This contract is the entire Agreement, and there shall be no side agreements or understandings, written or implied, other than what is embodied in this contract, and working practices or customs not provided for or required by this Agreement shall not be deemed a part of this Agreement or binding upon the parties.

ARTICLE I — Jurisdiction and Recognition

SECTION 1. The Employer recognizes the Union as the exclusive representative of all employees in the unit which are as follows: Journeymen automobile and truck mechanics, machinists, electrical machinists, welders, trimmers, metal men, fender, body, painters, radiator repairmen, refrigeration, automotive air conditioning mechanics, service salesman and towermen, apprentices and working foremen.

SECTION 2. Definition of a Journeyman Automotive Mechanic: A journeyman automotive mechanic is one who has served an apprenticeship of four years in the automotive mechanics' trade, or a person who has worked four years at the automotive mechanics' trade in any of its branches or subdivisions, and who can, with the aid of tools, repair, erect, assemble, dismantle and maintain automotive equipment or parts thereof, within a reasonable time and in a satisfactory manner.

SECTION 3. An automotive mechanics' apprentice is one who has been employed to learn the automotive mechanics' trade and shall be given full opportunity to do so and will be advanced as rapidly as his knowledge and fitness merit.

ARTICLE II — All Classifications — All Employees

UNION SHOP & SHOP CARD

SECTION 1. All employees in the classifications herein listed shall, thirty-one (31) days after the execution of this Agreement or thirty-one (31) days after employment in the case of new employees, become and remain, as a condition of continued employment, members of the Union; provided that union membership is available to the employees on the same terms and conditions generally applicable to other members.

SECTION 2. The Union Shop Card shall be displayed prominently on all customer entrances and areas where customers wait. Said Union Shop Card, property of the Union, shall be furnished free to the Employer and he shall be allowed to display same.

ARTICLE III — New Employees

SECTION 1. It is further understood and agreed that the Employer shall continue to inform the Union when he has need of additional or replacement employees and that the Union may have the right and privilege to refer to the Employer its members, and the Employer shall have the right of selection or rejection of such members based on the same selection or rejection principle in effect for applicants for employment not members of the Union.

SECTION 2. Notification to Union. On all new employees, Union or Non-Union, the following information will be given in writing by the Employer to the Union within seven (7) days from the date of hiring new employees: (1) name, home address and social security number of employee; (2) date employed.

ARTICLE IV — Dues Deduction

SECTION 1. Employer agrees to deduct from the employee's pay for the third pay period of the month all Union dues and Initiation Fee, and forward same to reach the Union Office NOT LATER than the first of each following month, provided employees sign and deliver to Employer proper assignment for deductions.

ARTICLE V — Seniority

SECTION 1. Employees shall have no seniority status during the first thirty (30) working days of their employment. After this period, employees shall have seniority computed from the date of their employment.

SECTION 2. Seniority shall govern reduction of force and re-employment of employees so long as the employees are qualified to perform all work available. Any variation in the application of this rule shall be subject to agreement reached between the Employer and the Union. For purposes of seniority, service salesmen and towermen shall be considered separately, and when a mechanic is promoted to either of these classifications, he will retain seniority as mechanic.

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SECTION 3. Regular employees shall receive a minimum of three (3) working days' written notice prior to layoff. Such three (3) working days' notice shall not be required where immediate discharge is justified.

SECTION 4. Whenever an employee's employment is terminated for any reason, the Employer will so notify the Union, in writing, of said termination, not later than five (5) working days after such termination.

SECTION 5. Complaints regarding the layoffs or discharge of employees must be filed, in writing, with the Employer within five (5) working days from the date of such layoff or discharge. Failure to present such grievances within such period shall constitute a bar to further action. The management must review and render a decision on the case within five (5) working days after receipt of same.

SECTION 6. Employees with seniority shall give the Employer three (3) working days' written notice when voluntarily leaving the employ of the Employer. Employees failing to comply with this provision shall not be entitled to any pro rata vacation which has accrued since the last anniversary date of their employment.

SECTION 7. Any of the following events shall be considered as a break in seniority, and termination of employment and subsequent employment shall be deemed to be new employment:

- (a) Voluntary quitting;
- (b) Justifiable discharge;
- (c) Failure to report for work after layoff within five (5) working days following the mailing, by registered or certified mail to the employee's last known address as recorded with the Employer, of notice to report for work;
- (d) Layoff or failure, for any reason, to perform work for the Employer for one (1) year, except in the case of proven illness. (Proven illness pertains only to employees who become ill while employed, and does not pertain to a laid off employee who became ill after being laid off.)
- (e) In the event of an unauthorized absence from work, failure to notify the Employer of the cause and extent of absence as promptly as is practicable and, unless good cause is shown, in no event more than three (3) working days from the commencement of absence.

ARTICLE VI — Holiday Pay

SECTION 1. The following days shall be considered as paid holidays regardless of the day on which they fall, provided the employee works the work day before and the work day after the holiday, except in case of illness proven by a doctor's certificate, if requested, or excused absence for one of these days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. When any of the above holidays falls on Sunday, the day observed by the State, Nation, or by proclamation shall be considered as the holiday and paid for as such. Holidays falling on Saturday shall be celebrated on Saturday and paid for. When a holiday falls within an employee's vacation period, he shall receive an extra day's pay. In lieu of Veterans' Day (November 11), which was formerly a paid holiday, the employee shall receive one (1) additional day on his vacation with pay.

SECTION 2. It is agreed and understood that the minimum guarantee shall not be reduced for weeks in which holidays occur. An employee is to receive full pay for the holiday, in addition to any other sum earned on flat rate.

ARTICLE VII — Vacation

SECTION 1. Employer agrees to give all employees in his employ one year or more a vacation with full pay prepaid in accordance with the classification hourly rate according to the following schedule:

Employees with one (1) year of employment, who have worked a minimum of 1400 actual hours from their anniversary date, shall receive one (1) week's vacation.

Employees with three (3) years of employment, who have worked a minimum of 1400 actual hours from their anniversary date, shall receive two (2) weeks' vacation.

Employees with fifteen (15) years of employment, who have worked a minimum of 1400 actual hours from their anniversary date, shall receive three (3) weeks' vacation. For the purpose of vacations, actual hours do not include premium overtime but shall include vacation and holiday time.

SECTION 2. After six (6) months' employment, in the event of layoff, one-twelfth (1/12th) of the regular vacation pay shall be allowed for each month worked.

SECTION 3. After one year's employment, in the event of layoff, discharge or quitting after giving proper notice to Employer, one-twelfth (1/12th) of the regular vacation pay shall be allowed for each month worked.

SECTION 4. No employee shall receive pay in lieu of his vacation except by agreement between the Union and the Employer.

SECTION 5. All employees must take their vacations in consecutive weeks, unless otherwise mutually agreed to by both parties, but not less than a week at a time.

SECTION 6. Vacations will be bid for, by seniority, and will be scheduled so that they do not interfere with the normal operation of the shop.

ARTICLE VIII — Grievance Procedure and Strike Clause

SECTION 1. During the term of this agreement, the Employer and the Union agree that there shall be no lockout, strike or other work stoppage except as provided for in Article VIII, Article XXXV, Articles XXXVI and Article XXXVIII.

SECTION 2. The term "Grievance" shall mean a dispute or difference involving the application or interpretation of any provision of this Agreement. Should a grievance occur, the shop steward shall first endeavor to adjust same with the service manager and if not thus satisfactorily adjusted, such grievance shall be brought to the attention of the management by the shop steward or Business Representative.

SECTION 3. If such grievances are not thus satisfactorily adjusted, or if the Employer has a grievance, the same shall be referred to a committee for mediation consisting of three (3) representatives of the Union, and three (3) representatives of the Employer who shall be members of and appointed by the Greater St. Louis Automotive Association, Inc., and who are parties to a like agreement.

SECTION 4. Upon formal application by the Union or the Employer, by certified or registered mail, for this committee to be appointed, the said committee for mediation must be selected by both the Union and the Association within fifteen (15) days from such application, unless an extension is mutually agreed to by both parties. The said mediation committee must act and render its decision within fifteen (15) days of their appointment, unless an extension is mutually agreed to by both parties. Formal notice of such decision will be promptly sent, by certified mail, to both parties.

SECTION 5. In the event said joint committee for mediation is unable to arrive at a majority decision within the time prescribed, either party to this Agreement shall be free at any time, AFTER 20 DAYS' NOTICE TO THE OTHER PARTY, to cause lockouts, or to cause and engage in strikes, stoppages or suspensions of work.

ARTICLE IX — Unauthorized Activities

SECTION 1. It is understood and agreed that the Union shall have no financial liability for unauthorized acts of its members which the Union cannot control. It is agreed, however, that in the event of any such unauthorized action, the Union, upon receiving notice thereof, shall immediately urge its members to return to work if there should be a work stoppage and, just as soon as practical, address a letter to the Employer, notifying him that the action of the Union members is unauthorized. The Employer shall be privileged to discharge employees responsible for such unauthorized activities without violation of the terms of this Agreement.

SECTION 2. In order that the Employer may be apprised of the officers of the Union empowered to authorize strikes, work stoppages or actions which will interfere with the activities required of employees under this contract, it is understood and agreed that only the District Representative has the power or authority to authorize any such actions or give the orders or directions necessary to carry out any such actions. The Employer and the Union agree that during the life of this Agreement, there shall be no strike, lockout, or other work stoppage, except as provided in Article VIII, Article XXXV, Article XXXVI and Article XXXVIII.

SECTION 3. It is agreed that the District Representatives when on the Employer's premises, will not interfere with the normal and regular operation of the Employer's business.

ARTICLE X — Picket Line

Where any labor union has an authorized picket line established at the premises of an Employer, it shall not be in violation of this Agreement, nor grounds for discipline or discharge, for any employee covered hereunder to refuse to make delivery of merchandise to the premises of, or to, or for such Employer or to cross such picket line. Nor shall he be required to perform work whereby his Employer would become an allied Company with the struck Employer.

ARTICLE XI — Selection of Steward

The Employer agrees that the member of the Union may choose from the regular employees a steward to act in behalf of the members of the Union in any capacity assigned to such steward by the Union; provided, however, that such activity on the part of the steward shall not interfere with the normal and regular operations. The Employer agrees that stewards shall not be discriminated against on account of their activities.

ARTICLE XII — Designation of Work

SECTION 1. Both parties agree that employees of the Employer and members of the Union shall not service or repair automobiles at any time for any other person than as directed by the Employer. This is a condition of employment. Violation of this provision shall subject employees to immediate discharge without notice.

SECTION 2. Moonlighting: No employee of the bargaining unit shall work on any other job without written approval of the Union and the Employer. Violation of this clause shall subject such employee to immediate discharge without notice.

SECTION 3. The Employer agrees that he will not hire any persons who are also employed elsewhere. In the event he does employ such employed persons, the rate of pay shall be at the overtime rate for their classification for all hours so worked.

ARTICLE XIII — No Wage Reduction

No employee shall have his rate reduced, whether hourly or weekly, as a result of the signing of this Agreement.

ARTICLE XIV — Higher Rate of Pay

Nothing herein shall prohibit the payment of a higher rate of pay at the discretion of the Employer.

ARTICLE XV — Previous Service

It is mutually agreed and understood that employees covered by this Agreement, entering into the employment of a new employer, shall start at the rate of pay determined by their previous experience, if in the same classification.

ARTICLE XVI — Foreman Premium Pay

Foremen covered by this Agreement shall receive not less than 10% above the minimum hourly rate in the proper job classification for journeymen, when using the tools of the trade.

ARTICLE XVII — Flat Rate Manual

SECTION 1. In shops where employees work on flat rate, they will be issued a job ticket before starting job. In order to determine the number of hours for which the mechanic will be paid, the job tickets shall be written in accordance with the most current factory flat rate manual for the line involved and applicable to a particular car. Where no flat rate operation is given in the manual, mechanic will be paid for the actual hours necessary to perform the work.

SECTION 2. For employees on flat rate, it is agreed by the Employer that a proper and a just system, mutually satisfactory, shall be installed to secure work by rotation, provided the employee is qualified to do the particular work.

SECTION 3. If a flat rate operation is thought to be inequitable, the employee shall perform the work under the flat rate manual but shall also ring the time clock and make an accurate accounting for the time required to perform such work. The Employers of that line shall apply to their factory for a review of this operation.

SECTION 4. When a repair job is estimated, the employee shall receive the stipulated flat rate per hour for the number of hours estimated.

SECTION 5. Any established practice of straight time and/or flat rate shall not be changed during the period of this contract, except by mutual agreement between the Employer and the Union.

ARTICLE XVIII — Work Week and Overtime Provisions

SECTION 1. The regular work week shall consist of five (5) days of not less than eight (8) hours each, starting between 7:00 A.M. and 9:00 A.M., Monday through Friday inclusive. A work day (day or night shift) shall consist of not less than eight (8) hours consecutive except for a lunch period not to exceed one (1) hour. Any other shift starting at any different time shall be considered a night shift and shall receive ten (10) per cent additional to the regular wage scale, not to exceed twenty-five (25) cents per hour. All present employees will retain their present night shift differential; if any present employees are transferred to night shift, they will receive same differential as present night shift. However, the regular work week of 40 hours shall be reduced to 32 hours whenever one of the specified holidays occurs or is celebrated therein, and the regular work week of an individual employee shall be reduced by eight hours for each day in the work week where the employee is absent with the consent of the Employer. This contract may be reopened on sixty (60) days' notice from either party, to discuss possible changes in the work week and overtime provisions.

SECTION 2. Time and one-half the regular rate shall be paid for all hours worked in excess of eight hours in one day and for all hours worked in excess of the employee's work week as above defined.

SECTION 3. An employee working on flat rate shall receive a minimum of one-half of the hourly rate for the overtime hours worked in addition to what he made on flat rate, but not less than time and one-half the hourly rate for the time worked.

SECTION 4. The above provisions shall apply to all days except Saturday after 12 o'clock Noon, Sunday and Holidays. On Saturday after 12 o'clock Noon, Sunday and Holidays, an employee working on flat rate shall receive at the hourly rate for each hour worked an additional hour in addition to what he made on flat rate but not less than double the hourly rate for the time worked. Hourly paid employees shall receive double time at the specified hourly rate after 12 o'clock Noon on Saturday, Sunday and Holidays.

SECTION 5. All overtime work shall be on a voluntary basis.

SECTION 6. Any employee called in for work outside of regular scheduled shift shall receive a mini-

imum of four (4) hours at overtime rate, for each time he is called, whether he works or not.

SECTION 7. The weekly minimum guarantees as set out in this Agreement are applicable to employees who report each work day for a full day's work, and shall be proportionately reduced by the number of days and hours for which employee is unavailable for work.

SECTION 8. No employee shall receive overtime pay twice for the same hours worked, or overtime and premium pay for the same hours worked. When an employee is entitled to statutory overtime under the law and also additional overtime or premium pay under this contract, he shall be paid the larger of the two, but not both.

ARTICLE XIX — Insurance

Employer agrees to pay Workmen's Compensation and Unemployment Insurance regardless of the number of employees. No employee shall be required to take out insurance other than that required by law.

ARTICLE XX — Service Meetings

A monthly meeting of the entire service personnel is deemed by the Union and the Employer to be an absolute necessity for the common interest and benefit of all parties concerned. Therefore, all members are requested and urged by the Union and the Employer to attend these meetings in answer to a call for same by management; except that the evenings of the second and fourth Thursdays, or the first Wednesday of the month shall be reserved for Union meetings. If any service or service instruction meetings are held outside the Metropolitan St. Louis area, and attendance is required by the Employer, then the employees covered by this Agreement shall be paid regular work week time or a portion thereof, and traveling expenses to and from such meetings.

ARTICLE XXI — Employees Doing Work of Another Union

Employer shall not require or request employees to do any work that comes under the jurisdiction of any other Labor Union. However, when employees have permission to perform duties covered by Local Unions affiliated with the I.B. of T.C.W. & H. of A., or I.A. of M., they shall receive their required rate of pay. Should any of these Locals demand that the member cease such work he cannot be penalized for doing so

ARTICLE XXII — Employee Liability Due to Negligence

Employer may charge employee for negligence resulting in loss or damage. Should the employee make complaint, the Union may make immediate investigation of the charges and a settlement of the case shall be made by the grievance procedure. If employee is found negligent by the mediation committee, the Employer may deduct any damages from employee's wages, not to exceed ten (10) per cent of said wages in any one pay period.

ARTICLE XXIII — Laundry and Uniforms

The Employer shall pay one-half of the rental and laundry bill of three uniforms per week. If over three uniforms are used per week, employee shall pay the entire cost for the uniforms in excess of three, except where the Employer requires additional uniforms; then the entire cost shall be paid by the Employer for the uniforms in excess of three.

ARTICLE XXIV — Discrimination

No employee shall be discriminated against by Employer for living up to and observing the provisions of this Agreement, and the employees with the classifications covered by this Agreement shall be paid the applicable minimum hourly rate or the guarantee for the time spent on the job.

ARTICLE XXV — Collusion

When there is evidence of collusion between Employer and employee to violate this Agreement, any back pay collected shall be deposited with the Union.

ARTICLE XXVI — Physically Handicapped Employees

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Employees covered by this Agreement who are unable to perform their work within a reasonable time and in a satisfactory manner, because of advanced age, physical handicap, limited ability or any other cause, as agreed by parties of this Agreement, shall receive wages fixed by negotiations between the parties hereto.

ARTICLE XXVII — Shop Rules

SECTION 1. Employer may adopt rules and regulations affecting the conditions of employment which are not inconsistent with the terms of this Agreement. Such rules and regulations must be mutually agreed to by the Union and the Employer and be posted in a prominent place in the shop. Employees shall have the right to fasten their tool boxes to the bench, or other permanent fixture.

SECTION 2. The following General Shop Rules become a part of this contract:

- (1) No employee can refuse to perform any work on the basis of the factory flat rate manual.
- (2) No employee will drink alcoholic liquors on the premises or report to work under the influence of liquor.
- (3) Smoking is prohibited in all areas where volatile substances such as gasoline, paint, transmission fluid or thinner are exposed, in order that there may be no violation of insurance regulations.
- (4) Uniforms are for work and are not to be worn away from the shop, except during lunch period or by permission of the Employer.
- (5) Vacation periods must be strictly adhered to as to dates and durations.
- (6) All employees must report to work and be ready to go to work in work clothing at the time specified by the management, and remain on the job during the full eight (8) work hours, except for a lunch period specified or where permission is given to leave the premises.
- (7) In order to promote equal services to all, employees shall discourage and refuse to accept gratuities offered by customers.
- (8) All employees shall make every effort to keep locker rooms and lockers provided clean and presentable at all times.
- (9) Where the use of time clocks is required, all employees will personally punch their own "time in" and "time out".
- (10) No employee shall perform work on his personal automobile in the shop, unless prior approval has been obtained from his department head.
- (11) Time off from regular working hours must be requested from the employee's department head.
- (12) The Employer shall make an honest effort to provide a proper ventilating system for the elimination of carbon monoxide gas in the shop, and to provide adequate heat.

ARTICLE XXVIII — Shift Assignments

Employees shall have the right to bid for either day or night shifts in accordance with their seniority. When employees do not indicate their preference, the Employer shall assign employees with the least seniority to the night shift.

ARTICLE XXIX — Sub-Contracting Work

SECTION 1. In order to provide covered employees with the maximum job security, it is hereby agreed as follows: The Employer shall not permit any of those employees who are not in the Bargaining Unit covered by this Agreement to do any work performed by the employees covered by this Agreement.

SECTION 2. The Employer shall not engage any outside persons, firms, or corporations to do any of the work that can be efficiently performed by the employees covered by this Agreement, except work that has normally been sublet.

SECTION 3. By mutual agreement in writing, additional exceptions to the provisions of this Article may be made in specific cases consistent with the objectives and proposals expressed above.

ARTICLE XXX — Sick Leave

Any employee covered by this agreement, and employed by Employer for a period of twelve (12) months or over shall be entitled to two work week's annual sick leave with pay at the guaranteed rate for his classification. Payment shall be required only and benefits under this provision shall accrue commencing with the eighth consecutive day of illness or injury when supported by a doctor's certificate, if requested by Employer. Such pay shall not be supplemental to, but shall be reduced by any amount due employee under the Workmen's Compensation Law or the Welfare Plan hereinafter provided for. When an employee is off from work five working days, due to accident or injury on the job, and files for Workmen's Compensation, said payment shall revert back to begin the first day.

No employee shall be entitled to sick leave compensation under this clause when the illness or injury is due to willful misconduct, unlawful acts, the employee's intention to injure himself or another, venereal disease, intoxication or the use of drugs.

ARTICLE XXXI — Wages, Hours and Conditions

SECTION 1. The following minimum wages shall prevail:

Journeymen Group No. 1: Automotive Mechanics, Welders, Electrical Machinists and Automotive Air Conditioning Mechanics:

Effective
August 1, 1964
\$2.97½

Effective
August 1, 1965
\$3.07½

Effective
August 1, 1966
\$3.17½

GUARANTEE PER WEEK

Effective
August 1, 1964
\$119.00

Effective
August 1, 1965
\$123.00

Effective
August 1, 1966
\$127.00

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Journeyman Group No. 2: Metal Men, Body, Fender, Painters, Radiator Repairmen and Trimmers:

Effective
August 1, 1964
\$3.07½

Effective
August 1, 1965
\$3.17½

Effective
August 1, 1966
\$3.27½

GUARANTEE PER WEEK

Effective
August 1, 1964
\$123.00

Effective
August 1, 1965
\$127.00

Effective
August 1, 1966
\$131.00

SECTION 2. Employees working on a flat rate system shall receive:

Effective
August 1, 1964
(*) \$2.97½

Effective
August 1, 1965
\$3.07½

Effective
August 1, 1966
\$3.17½

(*) Note: 10c per hour increase August 1, 1964 and 27c per hour increase August 17, 1964, to discontinue white sheets or in-shop adjusted time. Employees receiving over \$2.97½ per hour as of this date will receive no reduction, but they shall receive 10c per hour across-the-board increase.

Journeyman Group No. 1: Automobile Mechanics, Welders, Electrical Machinists and Automotive Air Conditioning Mechanics:

GUARANTEE PER WEEK

Effective
August 1, 1964
\$119.00

Effective
August 1, 1965
\$123.00

Effective
August 1, 1966
\$127.00

Journeyman Group No. 2: Metal Men, Body, Fender, Painters, Radiator Repairmen and Trimmers:

GUARANTEE PER WEEK

Effective
August 1, 1964
\$123.00

Effective
August 1, 1965
\$127.00

Effective
August 1, 1966
\$131.00

SECTION 3. Service Salesmen and Towermen covered by this Agreement shall receive:

Effective
August 1, 1964
\$3.10½

Effective
August 1, 1965
\$3.20½

Effective
August 1, 1966
\$3.30½

GUARANTEE PER WEEK

Effective
August 1, 1964
\$124.20

Effective
August 1, 1965
\$128.20

Effective
August 1, 1966
\$132.20

The above classification of employees shall be guaranteed not less than the above rates at above effective dates.

SECTION 4. All present apprentices shall continue on the same apprentice rates as in the prior agreement, except they shall receive 10c per hour increase August 1, 1964, August 1, 1965 and August 1, 1966. Apprentices hired on and after August 1, 1964, shall receive \$2.00 per hour starting rate with a 10c per hour increase each 6 months thereafter throughout the term of the agreement, with a 40 hour per week guarantee.

ARTICLE XXXII — Apprentices

SECTION 1. One (1) apprentice may be employed for each five (5) journeymen employed in each shop but, in any event, one (1) may be employed in each shop.

SECTION 2. The employment of apprentices and the conditions associated therewith shall be in accordance with the Automotive Mechanics' Apprenticeship Standards, a copy of which is attached hereto and becomes a part of this Agreement.

SECTION 3. Apprentices' wages shall be determined by their previous experience.

SECTION 4. An apprentice shall be credited with all of his seniority the same as a journeyman during his apprenticeship and, also, upon completion of his apprenticeship.

SECTION 5. The apprentice shall be rotated in work assignments within the shop so that he shall be given a full opportunity to learn the automotive trade. When a journeyman instructs an apprentice, he will receive double time for the actual time spent on instruction. A second-year apprentice may be placed on shop rotation with the journeymen for all jobs he is capable of performing.

SECTION 6. The Employer will pay the apprentice's tuition to attend the apprenticeship school. It is compulsory that the apprentice attend this school four (4) hours each week on his own time and without compensation. This is a condition of employment.

ARTICLE XXXIII — Employment Application

The Employer may use such employment application as he desires. Any employee who misrepresents facts or omits vital information on his employment application is subject to discharge.

ARTICLE XXXIV — Garnishments

When an Employer is served with a garnishment (first or second) on an employee, the employee will be given seven (7) days to obtain a full release. If, after the seventh day he does not comply, he may be discharged without recourse. A third notice of garnishment during the term of this contract is subject for immediate discharge.

ARTICLE XXXV — Health and Welfare

For the duration of this Agreement, the Employer agrees to pay for each employee covered by this Agreement on the first working day of each month, excluding calendar days that are not working days, the sum of \$14.50 per month to the Trustees of District No. 9, I.A. of M. Welfare Association. Such monthly payment shall be made for every calendar month and on or before the tenth (10th) day of each such month. Newly hired and recalled employees beginning work on the first working day of each month, excluding calendar days that are not working days, shall also be covered by the provisions of this paragraph.

In the event an employee is injured or becomes sick, the Employer shall continue to pay the sum of \$14.50 monthly on such employee until his recovery from said accident or sickness; provided, however, such payments shall not exceed twelve (12) in number

The Employer shall be under no obligation to see to the application of such monies as are paid into said Welfare Fund, but said Fund shall be audited annually by a reputable Certified Public Accountant, without expense to the Employer, and such auditor's reports and the books and records kept by said Trustees shall be available at all reasonable times to the Employer, to participants and to the officers of the Association.

The detailed basis upon which payment from the Fund will be made has been resolved in writing by the Trustees in Resolution No. 1 adopted at their initial meeting held on July 14, 1949.

It is hereby mutually declared and agreed that the foregoing provisions of this Article are of the essence of this entire Agreement. That this Agreement would not have been entered into but for the inclusion of said Article therein, and that any breach of this Article or any failure, literally and fully to comply therewith by the Employer shall be and constitute a material violation of this entire Agreement, entitling the Union, at its option, to engage in a strike or work stoppage against the Employer, notwithstanding any other provisions of this Agreement to the contrary, or to elect to rescind the entire Agreement.

It is further agreed that if the Employer fails to comply with the provisions of this Article by not making prompt and timely payments of the monthly contributions required hereby (the total amount of which delinquency, herein after referred to as "such delinquency," shall be and constitute a debt owed by such Employer to the aforesaid Trustees), then and in addition to all other remedies or courses of action on account thereof available to the Trustees and/or the Union (including the right to strike), such delinquency shall be recovered as a debt owed by the Employer to the aforesaid Trustees by a suit or action at law brought by said Trustees and/or the Union; provided that the Employer further agrees in any such suit or action to be liable for (and hereby agrees to pay), in addition to the amount of such delinquency, all costs of court, interest at the maximum lawful rate computed from the day following the due date of each said delinquent monthly contribution, and a reasonable fee for the attorney or attorneys representing the Trustees and/or Union in such suit or action, the amount thereof to be fixed by the Court, but in no event to be less than thirty-three and one-third per cent (33-1/3%) of the total amount for which judgment is rendered in such suit or action; and provided, further, that if the Employer fails to make prompt and timely payment of the monthly contributions required by the provisions of this Article and such delinquency results in an employee or designated beneficiary covered by this Agreement losing, being denied or being rendered ineligible to receive benefits from the Welfare Fund herein provided for, then and in such event, the Employer shall be fully and personally responsible and liable to (and hereby agrees to pay) such employee or designated beneficiary for all such losses of benefits.

It is further agreed that should there be any increase in the monthly contribution for the District No. 9, I.A. of M. Welfare Plan during the course of this Agreement, the Employer agrees to automatically increase the monthly contributions to the new amount as set forth by the Trustees of this plan, not to exceed \$5.50 per month, effective July 1, 1966.

ARTICLE XXXVI — Pension Plan

For the duration of this Agreement, the Employer agrees to pay for each employee covered by this Agreement on the first working day of each month, excluding calendar days that are not working days, the sum of \$17.35 per month to the Trustees of District No. 9, I.A. of M. Pension Trust. Such monthly payment shall be made for every calendar month and on or before the tenth (10th) day of each such month. Newly hired and recalled employees beginning work on the first working day of each month, excluding calendar days that are not working days, shall also be covered by the provisions of this paragraph.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall make the required contribution for one (1) month. If an employee is injured on the job, the Employer shall continue to pay the required contribution until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

This Trust, as amended, has been approved by the U.S. Internal Revenue Service as a qualified Pension Plan and contributions made to the Trustees do not constitute taxable income to the employees participating therein and do constitute a taxable deduction to the Employer.

The Employer shall be under no obligation to see to the application of such monies as are paid into said Pension Trust Fund, but said Fund shall be audited annually by a reputable Certified Public Accountant, without expense to the Employer, and such auditor's reports and the books and records kept by said Trustees shall be available at all reasonable times to the Employer, to participants and to the officers of the Association.

The detailed basis upon which payment from the Fund will be made has been resolved in writing by the Trustees in Resolution No. 1 adopted at their initial meeting held on January 14, 1957.

It is hereby mutually declared and agreed that the foregoing provisions of this Article are of the essence of this entire Agreement. That this Agreement would not have been entered into but for the inclusion of said Article therein, and that any breach of this Article or any failure, literally and fully to comply therewith by the Employer shall be and constitute a material violation of this entire Agreement, entitling the Union, at its option, to engage in a strike or work stoppage against the Employer, notwithstanding any other provisions of this Agreement to the contrary, or to elect to rescind the entire Agreement.

It is further agreed that if the Employer fails to comply with the provisions of this Article by not making prompt and timely payments of the monthly contributions required hereby (the total amount of which delinquency, hereinafter referred to as "such delinquency", shall be and constitute a debt owed by such Employer to the aforesaid Trustees), then and in addition to all other remedies or courses of action on account thereof available to the Trustees and/or the Union (including the right to strike), such delinquency shall be recovered as a debt owed by the Employer to the aforesaid Trustees by a suit or action at law brought by said Trustees and/or the Union; provided that the Employer further agrees in any such suit or action to be liable for (and hereby agrees to pay), in addition to the amount of such delinquency, all costs of court, interest at the maximum lawful rate computed from the day following the due date of each said delinquent monthly contribution, and a reasonable fee for the attorney or attorneys representing the Trustees and/or the Union in such suit or action, the amount thereof to be fixed by the Court, but in no event to be less than thirty-three and one-third per cent (33-1/3%) of the total amount for which judgment is rendered in such suit or action and provided further that if the Employer fails to make prompt and timely payment of the monthly contributions required by the provisions of this Article and such delinquency results in an employee or designated beneficiary covered by this Agreement losing, being denied or being rendered ineligible to receive benefits from the Pension Fund herein provided for, then and in such event, the Employer shall be fully and personally responsible and liable to (and hereby agrees to pay) such employee or designated beneficiary for all such losses of benefits.

It is further agreed that should there be any increase in the monthly contribution for the District No. 9, I.A. of M. Pension Plan during the course of this Agreement, the Employer agrees to automatically increase the monthly contribution to the new amount as set forth by the Trustees of this plan. However, it is understood and agreed that there shall be no increase in the monthly contribution due under this Article during the term of this Agreement.

ARTICLE XXXVII — Legality

If any provision or the enforcement or performance of any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or enforced or performed, except to the extent permitted by law. If, at any time thereafter, such provision or its enforcement or performance shall no longer conflict with the law, then it shall be deemed restored in full force and effect.

If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances, shall not be affected thereby.

ARTICLE XXXVIII — Successor

This Agreement shall be binding upon the successors and assigns of the parties hereto. Should any differences arise with respect to continuity of seniority, or to earned vacations or to any other rights of either party established hereunder, by reason of any change of legal status, ownership, or management of Employer, the parties agree that they will make every reasonable effort to effect a settlement thereof and, during such period, this contract, all terms and provisions thereof shall remain in force, and there will be no lockout by Employer and no strike or work stoppage by the Union. In the event dispute extends thirty (30) days past the effective date of such change of legal status, ownership or management, either party may serve notice upon the other for immediate termination of the Agreement.

ARTICLE XXXIX — Termination

SECTION 1. The terms between the parties to this Agreement shall be effective August 1, 1964 and shall be in effect to July 31, 1967 inclusive, but shall automatically renew itself, unless either party hereto shall give notice to the other party of a desire to revise, amend, or terminate this Agreement, sixty (60) days before the expiration date hereto provided.

SECTION 2. In the event of a declaration by the President of the United States of a National Emergency involving war, or the mobilization of the armed forces of this country, which causes the economy of this country to be substantially affected, then either party to this contract may reopen the contract between August 1, 1964 and July 31, 1967, inclusive, for the purpose of negotiation of wage scales only, upon sixty (60) days' notice to the other party.

EMPLOYER

UNION

By

By

Business Representative



page 11

JAN 25 1965

U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON, D.C. 20210

October 1, 1964

Mr. Ed. ~~Haywood~~ Hayward
Executive Vice President
Greater St. Louis Automotive Association
236 Missouri-Theatre Building
St. Louis 3, Missouri

Dear Mr. ~~Haywood~~: Hayward

We have in our file of collective bargaining agreements a copy of your agreement(s) with the International Association of Machinists District 9. This agreement expired July 1964.

Would you please send us a copy of your current agreement—with any supplements and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

In addition, please provide the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection.

Very truly yours,

Ewan Clague
Ewan Clague

Commissioner of Labor Statistics

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form.

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT Teamsters-800
Machinists-
1200
2. Number and location of establishments covered by agreement _____
88 in St. Louis City and County
3. Product, service, or type of business franchised automobile dealers
4. If previous agreement has been extended without change, indicate new expiration date _____
Ed Hayward Executive Vice President
236 Missouri (Your name) Greater St. Louis Automotive Assn. Inc.
Theatre Bldg. (Street) St. Louis 3, Missouri (City and State)