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# MASTER AGREEMENT

*Between*

THE EAST BAY  
AUTOMOTIVE COUNCIL

*and*

THE EASTBAY  
MOTOR CAR DEALERS  
INC.

*Effective:*

June 1, 1968 to June 1, 1972



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*and*

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MOTOR CAR DEALERS  
INC.



*Effective:*

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## MASTER AGREEMENT

THIS AGREEMENT made and entered into this first day of June, 1968, by and between the EASTBAY MOTOR CAR DEALERS, INC., a corporation, first party, hereinafter called Employer, and the EAST BAY AUTOMOTIVE COUNCIL, and the Local Unions affiliated with said Council, EAST BAY AUTOMOTIVE MACHINISTS LODGE No. 1546, AUTO, MARINE AND SPECIALTY UNION, LOCAL No. 1176, and TEAMSTERS AUTOMOTIVE EMPLOYEES' UNION LOCAL No. 78, second party, signatories hereto, hereinafter called Union.

### ARTICLE I

**(1) Definitions:** The term "Employer" as used herein shall refer to the Eastbay Motor Car Dealers, Inc.

The term "Union" as used herein shall refer to the East Bay Automotive Council, and all of its affiliated Unions signatory hereto or who may hereinafter become parties to this Agreement.

**(2) Geographical Description:** This Agreement shall apply to the following counties in Northern California covered by the Union's jurisdiction: Alameda, Contra Costa and San Joaquin Counties.

### ARTICLE II

**(1) Recognition and Bargaining Agent:** The Employer hereby agrees to recognize the Union as the sole, exclusive bargaining agent, and this Agreement shall cover all employees of the Employer who are working, or may perform work, coming within the work jurisdiction of the Union as hereinafter described.

**(2) Work Jurisdiction of the East Bay Automotive Machinists Union No. 1546:** This Agreement shall cover the maintenance, rebuilding, dismantling, assembling, repairing, installing, erecting, cleansing, preparing and conditioning of all automotive parts, units and auxiliaries connected with passenger cars, motorcycles, tractors, trucks, shovels, trench digging and excavating equipment, any and all types of machinery propelled by any type of combustion engines; packing, shipping and the handling of all parts and all machine processes connected thereto.

**(3) Work Jurisdiction of Auto, Marine and Specialty Union, Local 1176:** This Union has jurisdiction over automobile painting, including all operations pertaining thereto, as follows: All preparatory work such as cleaning (except steam or water), sanding, masking, taping, all color matching, spraying, striping, removal of all tape, masking materials and overlapping spray from glass or chrome surfaces, all rubbing and polishing and the application of all paints (top and tire dressings) and all other incidental work necessary to complete the paintings of any motor vehicle or part thereof.

**(4) Work Jurisdiction of Teamsters Automotive Employees Union, Local 78:** Auto and Truck Washers, Auto and Truck Polishers, Automotive Janitors, Lubricators, Car Unloaders, Motorcycle Pick-Up and Delivery Men, Parts Pick-Up Men, (Motorcycle and/or parts truck) Tow Truck Operators, Underseal Applicators, Combination Men, Tire and Battery Service Men, Used Car Lot Attendants, Car Parking Attendants and Utility Men.

(5) **Exemptions:** This Agreement will not apply to and will exclude from Union work jurisdiction all employees of the Employer, whose authority includes the full right to hire and fire, and who at no time use the tools of the trade (except as specifically provided in Article XVI, **Special Provisions of Service Salesmen.**)

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### ARTICLE III

**Union Security and Terms of Employment:** Only members in good standing in the Union shall be retained in employment. For the purposes of this Agreement "members in good standing" shall be defined to mean employee members of the Union who tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. All employees covered by this Agreement shall become members of the Union within thirty-one (31) days from the effective date of this Agreement or within thirty-one (31) days from the date of employment, whichever is later, and shall remain members of the Union in good standing as a condition of continued employment.

The Employer will, upon notification from the Union, immediately discharge any employee not in good standing in the Union as defined herein.

The Employer agrees that when a new employee is hired, the employee shall immediately report to the Union for the purpose of informing the Union that he has been hired and intends to assume employment. To implement this procedure, the Union agrees to furnish each person so reporting with written evidence of such contact, the

evidence to be filed by such employee with the Shop Steward and the Employer involved.

The Employer recognizes the rights of the Union employees to refuse to work with or alongside of non-Union employees and, except as herein provided for, Employer agrees that it shall not be a violation of this Agreement for a member or members of the Union to refuse to work with or alongside of a non-Union employee who is performing services falling within the work jurisdiction of the Union as herein defined.

#### ARTICLE IV

**(1) Discharge of Employees:** The Employer reserves the right to discharge an employee for a just and legal cause. Employer is required to notify the Union of any discharge, in writing, within one working day, specifying the reason for the discharge. In the event of failure to notify the Union within the one-day time limit, the Employer may be required to pay the discharged employee one day's pay as a penalty. The Union shall forward to the Employer, by United States Mail, any claim of wrongful discharge of said employee within one working day after being advised of said discharge or said claim shall be deemed waived.

In event a discharge is challenged by the Union, and the Employer fails to substantiate grounds for discharge, the Employer shall be required to compensate the discharged employee for time lost, and may be required to reinstate him.

All disputes over discharges shall be resolved as provided for in Article X of this Agreement.

(2) **Seniority:** Order of seniority on a department basis shall prevail in the reduction of work forces and re-employment of employees laid off. For purposes of determining seniority of employees affiliated with Union Local No. 1546 three departments only shall be recognized: Mechanical, Body and Fender and Parts.

(3) **Notification of Layoff:** In event of permanent layoff the Employer shall notify the Union within 24 hours, and shall pay the employee laid off his accumulated vacation pay if he be entitled thereto.

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## ARTICLE V

(1) **Union Activities:** The Employer shall not discharge, or discriminate against any employee for any activity on behalf of the Union or any organization with which it is affiliated; for upholding Union principles; for serving on any committee of the Union, or for performing any work with which the Union is concerned. The Employer shall not discharge or discriminate against any employee for failing or refusing to purchase stocks, bonds, securities or any interest in a partnership, corporation or company; for failing or refusing to take out insurance or participate in any plan of group insurance, or for failing or refusing to pay into or contribute to any fund for any purpose not required by law or this Agreement.

Notwithstanding the foregoing provisions, it shall be considered a violation of this



agreement for any employee to refuse to report for work because of the observance of a picket line that does not have the approval and sanction of the East Bay Automotive Council.

**(2) Shop Stewards:** Each Employer shall recognize a steward appointed by the Union in every shop, construction site or project.

**(3) Visits to Establishments:** The Union has the right to visit the establishment of the Employer for the purpose of carrying out and enforcing the terms of this Agreement by first contacting the Employer or his agent. In the event the Union representative should encounter a problem which he cannot adjust satisfactorily in conference with the Employer, he shall, if the Employer is a member of the Eastbay Motor Car Dealers, Inc., discuss the matter with the manager of that Association before proceeding further under the grievance procedure of this Agreement.

**(4) Outside Establishments:** Whenever in the conduct of his business the Employer requires a job or work to be done by contract or otherwise by an outside establishment, he will cooperate with the Union in maintaining and protecting the wage scales and jobs of the members thereof, and of all other crafts engaged in duties required on such job or such work by requiring whenever reasonably possible, such outside job or work to be performed by one having a signed bargaining agreement with said Unions for the kind of job or class of work desired or required and who is not at the time of the letting of said job or work in any contro-

versy with this or any other Union. Lists of outside shops having Union agreements shall be furnished the Employer by the Union.

For the purpose of this Agreement, an outside establishment is hereby defined to include any establishment under rental, lease, subletting, assignment or other arrangements, wherein the Employer (party to this Agreement) is not the sole and exclusive owner, operator and manager thereof.

## ARTICLE VI

**Instruction Meetings:** No employee shall be required to attend any meetings at the instance of the Employer except meetings called for the purpose of instruction or information relative to changes in equipment or product, new processes, or such other matters as may be deemed necessary for the proper and efficient performance of the employee's duties. The holding of such meetings shall be subject to the following:

All meetings held by the Employer outside the regular working hours of the employee shall be paid for at the rate of overtime, provided, however, that the Union agrees that the employees may attend not more than one meeting per month without any compensation.

No less than twenty four (24) hours advance notice shall be given to employees of the holding of such meetings.

No meeting shall be held by the Employer so as to conflict with the regular meetings of the Union and upon a three day notice to the Employer of a special meeting, the Em-

ployer agrees to hold no conflicting meeting. The Union shall furnish the Employer the dates of its meeting nights and shall notify him of any change thereof.

Whenever an employee is required to attend a meeting outside the Oakland metropolitan area during regular working hours, he shall be paid travel expenses in addition to his regular straight time pay.

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ARTICLE VII

(1) **Legal Holidays:** Employees shall have the following days off with pay: New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day immediately following Thanksgiving Day, Admission Day (when the day is celebrated officially in Oakland) and Christmas Day. Employees shall be paid for the above named holidays regardless of whether or not they fall during the regular work week, but in order for an employee to qualify for the holiday pay he must have been in the employ of the Employer for a period of at least 30 days prior to the date on which the holiday falls.

If an employee is temporarily laid off by the Employer within ten (10) calendar days prior to the date on which a particular holiday occurs, he shall be deemed to have qualified for that particular holiday pay.

Holidays falling on a Sunday shall be observed the following Monday.

It is further agreed that Washington's Birthday may be designated by the Employer as a work day. Employees working on this holiday are to be paid their regular rate of

pay in addition to pay for the holiday. It shall not be a violation of this Agreement for an employee to refuse to work on Washington's Birthday, but if Employer designates Washington's Birthday as a work day, and an employee does not wish to work on that day, he must notify the Employer in advance. Failure to report for work without such notification shall be a violation of this Agreement.

**(2) Rates of Pay for Work on Holidays:** Employees working on any of the above enumerated holidays shall be compensated at double the employees' regular rate of pay, except as otherwise provided for on Washington's Birthday, and as otherwise provided for Saturday work in Article XIV of this Agreement.

**(3) Exceptions to Pay for Holidays:** If an employee fails to report for work on a regularly scheduled work day immediately preceding or immediately following any of the above enumerated holidays, the Employer shall not be required to pay him for such holidays unless:

Absence from work was due to sickness.

Consent for absence was obtained from the Employer in advance.

Absence was due to observance of a legally constituted picket line approved and sanctioned by the East Bay Automotive Council.

The absent employee has been in the status of involuntary layoff due to sickness or injury and has not reported for work for a

period of ninety (90) calendar days preceding the date of said holiday.

**(4) Presidential Election Day:** Once every four years on Presidential Election Day, all Union employees, with the exception of those working on regularly scheduled night shifts, shall be entitled to an absence from work for two hours without reduction of pay in order to cast their vote, subject to the condition that the arrangement of the time schedule for such purpose shall be at the Employer's convenience and designed to interrupt the normal work schedule as little as possible.

## ARTICLE VIII

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**(1) Vacations:** All employees who have been in the employ of the Employer for a period of one (1) year shall be granted one (1) week's vacation with pay equivalent to forty (40) hours straight time pay, which amount shall be paid in advance of the taking of said vacation.

All employees who have been in the employ of the Employer for a period of two (2) years or over shall be granted ten (10) days' vacation with pay equivalent to eighty (80) hours.

All employees who have been in the employ of the Employer for a period of five (5) years or over shall be granted three (3) weeks' vacation with pay equivalent to one hundred twenty (120) hours.

All employees who have been in the employ of the Employer for a period of twenty (20) years or over shall be granted four (4)

weeks' vacation with pay equivalent to one hundred sixty (160) hours.

(2) **Clarification:** It shall be understood that the term "period of one year" shall begin with the first date of employment of said employee, and his week's vacation will be earned upon the completion of twelve months' service. Twelve hundred (1200) hours of employment, exclusive of overtime in an employee's calendar year, shall determine the eligibility for any year's vacation.

(3) **Scheduling of Vacations:** The Union, Employer and the employees agree that the scheduling of vacations will be arranged in a manner that will cause the least conflict with the normal functions of the Employer's business. Seniority shall determine the employee's selection of vacation dates.

(4) Employees shall be required to take vacations off the job.

(5) **Pro-Rata Vacation Pay:** An employee who is discharged, laid off, or who quits when he has been employed by an Employer for less than six months shall not be entitled to any pro-rata vacation pay. After six months of employment and in any year of employment thereafter an employee who is discharged, laid off, or who quits in advance of earning full vacation shall receive pro-rata vacation pay as follows:

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- 2 per cent of all actual hours worked at his straight time rate of pay since the date of hire if he has been employed less than one full year.
  - 4 per cent of all actual hours worked at his straight time rate of pay in the sec-

ond year of employment and thereafter if he has been employed more than one year, but less than five years.

6 per cent of all actual hours worked in the current year of employment at his straight time rate of pay if he has been employed more than five years but less than twenty (20) years.

8 per cent of all actual hours worked in the current year of employment at his straight time rate of pay if he has been employed more than 20 years.

(6) An employee who is discharged for theft in advance of earning full vacation pay in any year of employment forfeits his right to any pro-rata vacation pay.

(7) An employee who joins or is inducted into the armed forces shall receive pro-rata vacation pay under the same formula and in the same amount as hereinabove set forth.

(8) An Employer who sells, transfers or discontinues his business shall be required to pay all his employees pro-rata vacation money not later than the last day worked prior to sale, transfer or discontinuance of the business under the same formula and in the same amount as hereinabove set forth.

(9) **Leaves of Absence:** An employee desiring a leave of absence shall make written request for such leave to his Employer or the Employer's Agent. An employee who is then granted a leave of absence by his Employer or the Employer's Agent, shall be furnished with a written statement of consent, setting forth the duration of the leave and other pertinent conditions, and the shop

steward shall be notified of such arrangements. It is understood that the employee accumulates no seniority after the first thirty (30) day's absence on such leave and earns no vacation time during any period of such leave. The above provisions for leave of absence shall not be applied to periods of layoff by Employer, or to involuntary absence of employee due to personal incapacity for work.

## ARTICLE IX

### Miscellaneous Provisions

(1) **Wearing Apparel:** Coveralls, Service Coats, Smocks or wearing apparel bearing dealer's advertisement, or any and all uniforms required by Employer will be furnished by the Employer and shall bear the American Federation of Labor label, the laundering to be paid by the employee not to exceed one (1) laundering per week at a cost to the employee per laundering not in excess of the following:

Coveralls, washed and pressed .....	.55
Coveralls, starched and pressed .....	.60
Coats (shop), washed and starched....	.55
Shirts, washed and starched .....	.20
Pants .....	.40

In the event the cost of laundering is in excess of the foregoing schedule such excess shall be paid by the Employer.

(2) **Jury Service:** When a member of the Union working under the jurisdiction of this Agreement necessarily loses time from work because of jury service, the Employer shall reimburse such Union employee for the time lost because of jury service at the rate of

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one-half ( $\frac{1}{2}$ ) said employee's regular straight time rate of pay.

An employee called for jury service on any regular day shall report to his Employer for work for such time as may be available prior to the hour he is required to be in court, and shall report back to his Employer upon being excused from Court, and any employee who fails to so report waives his right to reimbursement for time lost as herein provided.

**(3) Medical Examinations, Bonding, Employment Service Fees:** Medical examinations and fidelity bonds required by the Employer shall be furnished by the Employer without cost to employees. The Employer also agrees to pay all fees or charges made by an employment agency in event he hires an employee through such employment agency.

**(4) Tool Insurance:** The Employer shall be responsible for the reasonable value of an employee's tools stolen from the premises of the Employer by reason of illegal breaking and entering while such premises are closed for business, or by reason of fire in the Employer's premises at any time.

It shall be the responsibility of the employee, when he assumes employment and moves his tools into the Employer's premises, to file with the Employer a complete inventory of all personally owned tools on the Employer's premises. This inventory shall be in sufficient detail for identification of each tool and its replacement value; and shall be kept up to date on a continuing basis as the

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employee adds to or subtracts from his tool box.

(5) **Higher Wages:** No employee receiving a rate of pay greater than that provided in this Agreement, shall suffer a reduction in pay by reason of execution of this Agreement.

(6) **Payment of Wages:** Each employee shall be paid his wages in full each week, except that, in the absence of objection, Parts employees and Service Salesmen may be paid twice monthly.

(7) **Authorized Penalty Work:** When over-time work is performed, the time card or other written evidence shall within forty-eight hours be presented to the properly authorized person to be O.K.'d.

(8) **Records:** Employer shall provide a proper means for registering the reporting and quitting time. In the event of a dispute, such records shall be accessible to the Business Representative of the Unions during working hours.

(9) **Safety Measures:** The Union and Employer shall cooperate with each other in all matters pertaining to safety measures for the protection of the employees in compliance with the State Industrial Workmen's Code.

(10) **Insurance:** No employee will be required to take out insurance other than that required by law, or this Agreement.

(11) **Charity:** The Union shall and hereby agrees to conduct any campaigns for charitable purposes it deems advisable, and the

Employer agrees to cooperate with the Union in instances in which a joint effort is acceptable to both parties.

(12) **Bonus or Incentive Plans:** It shall be a violation of the Agreement for the Employer to install any type of bonus system which causes employees to engage in competition with each other in work production. Employees, however, may participate in an incentive or bonus plan which permits employees to share equally in bonus or incentive money paid by the Employer over and above the regular wages, providing the Plan has been approved in advance by the Union and the Manager of the Association.

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(13) **Outside Employment:** The Employer and the Union agree that any employee engaging in auto repair work for profit outside his regular working hours while on the payroll of a member firm of the Eastbay Motor Car Dealers Inc., shall be subject to immediate discharge and such discharge shall not be subject to grievance procedure. The Union agrees to provide the Employer with evidence of proof of such activities on the part of the employee when discharge is requested by the Union. The Employer agrees that in instances of discharge initiated by the Employer that proof of violation of this provision will be provided by the Employer. The Employer shall be the sole judge of the sufficiency of the facts upon which the discharge is based.

(14) **Employer's Representation:** The undersigned warrants, asserts and agrees that this document is executed by him with full authority to represent and bind any firm,

partnership, corporation or any other legal change, whatsoever, with respect to any Employer. Any obligation hereunder shall be binding upon any assign, successor, legal representative or lessee of such Employer.

**(15) Separability Clause:** If this Agreement is signed by the members of a partnership, it shall apply to them, and each of them, individually. In the event of a dissolution of or termination of said partnership, or in the event of a merger, consolidation or any other legal change whatsoever with respect to any Employer, any obligation hereunder shall be binding upon any assign, successor, legal representative, or lessee of such Employer.

**(16) Saving Clause:** If any provision of this Agreement is declared invalid or the applicability thereof to any person, circumstance or thing, is held invalid, the validity of the remainder of this Agreement and/or the applicability thereof to any other person, circumstance or thing shall not be affected thereby, provided however, upon such invalidation the parties hereto agree immediately to meet and negotiate such parts or provisions affected.

**(17) Individual Agreements:** No oral or written agreement which conflicts, or is inconsistent with this Agreement shall be entered into by and between Employer and any individual employee performing work within the recognized jurisdiction of the Union.

## ARTICLE X

**(1) Board of Adjustment:** Should any difference arise concerning the provisions of

this Agreement which cannot satisfactorily be adjusted by the Business Representatives of the Union and the Employer, or the Employer's representative, the Eastbay Motor Car Dealers, Inc., it shall immediately be submitted to a Board of Adjustment composed of three (3) representatives of the Union, and three (3) representatives of the Employer.

- (a) The Board of Adjustment shall meet within three (3) days. In the event of the failure of the Board of Adjustment to reach an agreement within fifteen (15) days after appointment, it shall lose jurisdiction and the matter may be referred to a Board of Arbitration consisting of three (3) members, one (1) to be selected by the Employer, and one (1) to be selected by the Union, and the two (2) so selected to name the third member.
- (b) The Board of Arbitration shall render its decision not later than thirty (30) days after the Board assumes jurisdiction over the dispute, except that by mutual consent, this time limit may be extended.
- (c) It is further agreed that there shall be no cessation of work or lock out during the consideration of any matter by the Board of Adjustment or the Board of Arbitration, that any expense incurred shall be shared equally by the two parties to this Agreement and the finding of such Board of Arbitration shall be final and binding upon the parties, signatories to this Agreement.

(2) **Time for Presenting Grievances:** All claims or grievances of any kind, other than for wrongful discharge, must be presented in writing to the other party within thirty (30) days after the happening of the event from which claims or grievances arose, or be deemed waived.

ARTICLE XI

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(1) **Rules and Regulations Governing Apprentices:** The Employer and the Union agree that all apprenticeship programs for occupations covered under this Agreement shall be governed by written apprenticeship standards approved and registered by the Administrator of Apprenticeship in accordance with the Shelley - Maloney Apprentice Labor Standards Act of 1939, as amended.

Joint Apprenticeship Committees formed under these apprenticeship standards shall be charged with the responsibility of administering apprenticeship programs for mechanical, body and fender, painter, and parts apprentices.

Parts apprentice programs shall be established for a three-year term and all other apprentice programs shall be established for a four-year term.

Apprentice agreements shall obligate the Employer to provide on-the-job training. Apprentices must be trained under the direct supervision of a journeyman at all times. After an Apprentice has served a 90-day probationary period, he shall not be advanced, retarded, or terminated without prior consultation and consent of the Joint Apprenticeship Committee.

**(2) Cancellation of Apprenticeship Agreements:** Joint Apprenticeship Committees for good and sufficient reason may provide for the recommendation to the Administrator of Apprenticeship of immediate cancellation of an Apprenticeship Agreement.

The Employer shall not knowingly hire or offer to hire a person signatory to an active Apprenticeship Agreement (with a Joint Apprenticeship Committee governing apprentices under this Collective Bargaining Agreement) in any other classification covered by this Collective Bargaining Agreement nor shall he hire or offer to hire a person signatory to an active Apprenticeship Agreement employed by another Employer without consent or approval of the Joint Apprenticeship Committee. The Union will not grant any other type of membership to such persons. Upon receipt of notification from the Joint Apprenticeship Committee by an Employer and/or the Union that a person has jumped his apprenticeship, the Employer shall immediately terminate whatever employment such person was employed in, and the Union through its internal procedure shall take action to cancel his membership in the Union. The Joint Apprenticeship Committee, in finding a person has jumped his apprenticeship, shall recommend immediate cancellation of his Apprenticeship Agreement to the Administrator of Apprenticeship.

A person whose Apprenticeship Agreement has been cancelled, upon the recommendation of a Joint Apprenticeship Committee (governing Apprentices under this Collective Bargaining Agreement) shall not be employed

by any Employer covered by this Agreement in any apprentice or journeyman classification, and the Unions signatory to this agreement shall not admit such person to journeyman membership.

Notification by the Joint Apprenticeship Committee to an Employer and/or the Union to terminate an employee or to cancel his membership for any of the above reasons shall be final and binding on the parties to this Agreement, shall not be subject to the grievance procedure of this Collective Bargaining Agreement, and shall be enforceable in a court of law.

Action to enforce this portion of this Agreement may be brought by the Unions, Employers, or the Employer Association, party to this Agreement or a Joint Apprenticeship Committee.

**(3) Schooling of Apprentices:** The indenture agreement makes it mandatory the Apprentice attend related school of instruction a minimum of 144 hours per year.

Apprentices attending school at night as a requirement of their apprenticeship, shall be compensated therefor at the rate of One Dollar per hour up to a maximum of Four Dollars per week. The Employer is required to pay for attendance in class only upon presentation by the Apprentice of a class attendance record certified by the school.

**(4) Minimum Wage Rates of Apprentices:** Mechanical, Body and Fender and Painter Apprentices shall be paid not less than the following percentage of journeyman minimum wage rates:



1st six months of employment	.....65%
2nd six months of employment	.....70%
3rd six months of employment	.....75%
4th six months of employment	.....80%
5th six months of employment	.....85%
6th six months of employment	.....90%
7th six months of employment	.....95%
8th six months of employment	.....98%

Thereafter Journeyman's rate of pay.

Parts Apprentices shall be paid not less than the following percentage of the Senior Parts Technician wage rates:

1st six months of employment	.....65%
2nd six months of employment	.....70%
3rd six months of employment	.....75%
4th six months of employment	.....80%
5th six months of employment	.....90%
6th six months of employment	.....98%

Thereafter Journeyman's rate of pay.

**(5) Effective Dates of Pay Increases:** The semi-annual pay increases herein provided shall become effective January 15 and July 15 of each year of the indenture period. To provide uniformity, all Apprentices shall be assigned arbitrarily a first date of indenture as follows:

Those hired April 15 through October 14 shall be assigned July 15 as a first date of indenture.

Those hired October 15 through April 14 shall be assigned January 15 as a first date of indenture.

## ARTICLE XII

**(1) Personnel of Parts Department:** In a Parts Department which is so small that the

Employer is unable to employ a steady Parts Manager, the Employer may use his shop Service Manager in the Parts Department.

If the Service Manager is confined the greater portion of his time to the Parts Department, then he shall be a member of the Union.

In a Parts Department which is of such size as to require one employee he shall be recognized as Parts Manager or Assistant Parts Manager, and he shall be paid the minimum monthly rate of pay for such classification.

If the Parts Department is large enough to employ two persons, one shall be recognized as the Parts Manager, or Assistant Parts Manager, and the other an apprentice, or at the Employer's option, a Senior Parts Technician.

If the Parts Department is large enough to employ three persons or more, one of them shall be recognized as the Parts Manager, or Assistant Parts Manager, one a Senior Parts Technician, and the other may be an apprentice.

(2) A Parts and Stock Room Technician may be employed, but his duties may not include any counter work or driving the Parts Truck.

(3) The Employer reserves the right to select any employee from the Parts Department with the classification of Senior Parts Technician or Assistant Parts Manager to fill a vacancy as Manager, but agrees to give consideration to seniority in making

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this or other promotions in the Parts Department.

**ARTICLE XIII**

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**(1) Work Day:** Eight hours shall constitute a maximum day's work at straight time rate of pay.

Starting times for a regular day's work shall be 8 o'clock a.m. or 9 o'clock a.m., and quitting time shall be 5 p.m. or 6 p.m.

**(2) Work Shift:** There shall be a 10 per cent penalty for the first regular shift starting after 9 a.m. in any one work day; and a 15 per cent penalty for an additional regular shift starting after 9 a.m. in any one work day.

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The lunch period shall be four hours after each starting period.

**(3) Work Week:** The regular work week shall be five consecutive work days, Monday through Friday of each week. Forty hours shall constitute a maximum work week at straight time rate of pay. Saturdays and Sundays shall be recognized as penalty work days except as otherwise provided in this Agreement.

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**ARTICLE XIV**

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**(1) Overtime and Overtime Rates:** All work in excess of eight hours in any regular work day shall be compensated at overtime rates. Employees shall receive time and one half their regular rate of pay for the first three hours of overtime in any one work day, and double time their regular rate of pay for all hours of overtime thereafter in any one work day.

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Overtime work on Saturdays, Sundays and Holidays shall be compensated at double the employees' regular rate of pay, except as herein specifically provided.

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Employees requested to work on Saturdays shall be guaranteed four hours of work at double the regular rate of pay whether the four hours are worked or not. The starting time for Saturday work shall be 8 a.m. and the quitting time shall be 12 o'clock noon or one o'clock as hereinafter provided.

Recognizing that the Employer to be consistent with good business practice cannot adhere strictly to the hours set forth above, it is hereby further mutually agreed and stipulated that an employee may be required to work an additional hour to 1 p.m. on Saturdays for a total of five hours at the rate of double the employee's regular rate of pay, but if the employee works beyond the fifth hour, he then shall be paid at double his regular rate of pay for a full eight hours whether he works the full eight hours or not.

Work on Saturdays in excess of eight hours shall be compensated at the regular Saturday rate.

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Employees not desiring to work on Saturdays shall not be held in violation of this Agreement.

(2) Employees regularly working as Used Car Lot Attendants may perform work on Saturdays, in addition to work performed during the regular work week, such Saturday work to be compensated at the rate of time and one-half (1½) the regular rate of pay.

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**(3) Special Provisions for Parts Inventories:** Parts employees requested to take inventory of Parts Department stocks outside of regular working hours and outside the regular work week shall be compensated at the rate of time and one-half their regular rate of pay regardless of the day of the week or number of hours worked; except that work on Parts inventory on any of the enumerated paid holidays of the Agreement shall be at penalty rates of pay provided for such holidays.

The Employer may use other of his Union contract employees in addition to Parts employees at the overtime and penalty rates above stipulated. Union contract employees not desiring to work on Parts inventory outside regular working hours shall not be held in violation of this Agreement.

In accordance with historic practice the Employer may use other of his employees on Parts Inventory work, or, if his policy or commitments require it, may employ qualified outside persons specializing in Parts inventory work.

## ARTICLE XV

**(1) Reporting for Work:** All employees reporting for work shall be guaranteed not less than one full day's pay, whether a full day is worked or not. All employees working at quitting time, unless otherwise notified at that time shall report for work the following morning. New or temporary employees who are unable to report for work at the regular starting time on the first day of employment, shall be paid for time actually worked on said first day of employment.

Any regular employee who on a seniority basis is offered less work than a full work week of five days, and who works less than four days during any single work week shall receive ten (10%) per cent over his regular rate of pay for each day of the week he is called and reports for work.

**(2) Temporary and Extra Help:** Where a regular employee is called back to work from a temporary layoff at the same time that temporary or extra help is employed and both such regular employee and the temporary employee work less than four (4) days during the first calendar week of such employment each shall receive ten per cent (10%) over and above the rate of pay established for that work classification.

**(3) Special Provisions:** An employee shall not be permitted to leave work during regular working hours unless he has consulted with his supervisor and the shop steward in advance. This provision shall also apply to overtime work and work on penalty days. An employee who walks off the job or who fails to abide by the unanimous decision of the shop steward and supervisor without valid reason shall be subject to discharge.

If an employee leaves the job prior to his regular quitting time on any day as hereinabove provided he shall be paid for time actually worked on that day.

## ARTICLE XVI

### **Special Provisions of Service Salesmen**

**(1)** Only employees regularly assigned as Service Salesmen are covered under this article. It is not intended to be applicable to

employees assigned as Service Salesmen on a part-time basis.

A Service Salesman is an employee who is regularly and exclusively assigned to the work of writing service and repair orders, dispatching and tower operation, diagnosing repair needs, making estimates, issuing work instructions to shop employees, and road testing, and all of these for the purposes of this Article XVI shall be designated as tools of the trade.

The writing of service orders or otherwise performing the work of a Service Salesman shall not be under the exclusive jurisdiction of the Union but in accordance with historic practice in the industry may be performed by any bona fide management employee of the employer, who is required to perform such services in addition to the regularly scheduled duties of his job assignment. Any employee designated as a Department head, including the Department head of a body and paint Department, regardless of geographic location of the Department, shall not be classified as a Management employee, regardless of his title, unless the scope of his duties meet all the requirements of Article II (5).

The Employer shall be the sole judge of the merits and fitness of a Service Salesman for the job, and shall have complete freedom in hiring and firing, subject only to the following exceptions: If the Service Salesman is transferred by the Employer to such classification from one of the regular work classifications of this Agreement, and is thereafter terminated by his Employer as a Service

Salesman for any reason whatsoever in the discretion of the Employer as herein provided, he shall be returned to his previous job with such Employer unless the reason for such termination as a Service Salesman is one which would justify discharge under the grievance procedure of this Agreement.

(2) Any Service Salesman who is terminated shall have the right to present the facts concerning such termination to the Board of Adjustment if it is first established that the termination of his employment results in a gross injustice.

(3) Service Salesmen may be required to work nine (9) hours in any regular work day Monday through Friday, and within the nine (9) hour spread may observe starting and quitting times other than those set forth in this Agreement as regular working hours.

The regular provisions for overtime rate of this Agreement for work in excess of eight hours in any work day shall prevail.

## ARTICLE XVII

### Work Classifications and Special Provisions

(1) **East Bay Automotive Machinists No. 1546:** Employees working under the jurisdiction of the Union shall be classified as follows: Automotive Machinists; Body and Fender Machinists; Automotive Welders; Automotive Trimmers; Automotive Truck Mechanics; Automotive Ignition and Electrical Mechanics; General Mechanics; Service Salesmen.

Working foremen shall be paid not less than 10 per cent over the wage rates herein provided.



**(2) Auto, Marine and Specialty Union, Local No. 1176:** All journeymen painters shall be classified as follows: Spraymen, Colormatchers, Stripers, Sanders and Rubbers.

In Employer establishments which are of such size that only one employee is required to perform body and fender and paint work, a combination metalman-painter may be employed. In all other Employer establishments only journeymen painters and apprentices may be employed in paint shops thereof, and the work jurisdiction above set forth shall prevail.

**(3) Teamsters Automotive Employees Union No. 78:** The work jurisdiction shall be as follows: Service Salesmen; Auto and Truck Washers; Auto and Truck Polishers; Automotive Janitors; Lubricators; Car Unloaders; Motorcycle Pick-up and Delivery; Parts Pick-up Men (Motorcycle and/or Parts Truck); Tire and Battery Service Men; Tow Truck Operators; Underseal Applicators; Combination Men; Used Car Lot Attendants; Car Parking Attendants; Utility Men.

**A Used Car Lot Attendant** may perform any work falling within the job classification of the Union on the Employer's used car lot. If an employee has worked the regular week—Monday through Friday—as a Used Car Lot Attendant he may be paid the special Saturday rate provided in the schedule of wage rates (Article XVIII).

**A Combination Man** is one who can do lubricating, washing and polishing, or any combination of these services.

**A Utility Man** is one who can do lubricating, washing and polishing, but whose duties do not require him to spend more than an average of three (3) hours lubricating, washing and polishing, or any combination of the three (3) jobs, during any one work shift.

## ARTICLE XVIII

### Schedule of Wage Rates

Following are minimum wage rates for the various job classifications of the East Bay Automotive Machinists Union, Local 1546; Auto Painters Union, Local 1176; and Teamsters Automotive Employees Union, Local No. 78. Nothing herein contained shall prevent the Employer from paying rates in excess of these contract minimums. (See chart on following page.)

JOB CLASSIFICATIONS

*C 11-12 939-40*  
*01*

*C 19-20*  
*04*

*C 25-30*  
*01*

June 1, 1968 to  
June 1, 1969

June 1, 1969 to  
June 1, 1970

Per  
Hour

Per  
Day

Per  
Hour

Per  
Day

Automotive Mechanics .....	\$4.80	\$38.40	\$5.12	\$40.95
Parts Manager .....	4.57	36.55	4.89	39.10
Assistant Parts Manager .....	4.394	35.15	4.714	37.70
Senior Parts Technician .....	4.351	34.80	4.671	37.35
Parts & Stock Room Technician.....	3.675	29.40	3.995	31.95
Service Salesman (Qualified Mechanics).....	4.538	36.30	4.858	38.85
Service Salesman, Other .....	4.212	33.70	4.532	36.25
Automotive Painters .....	4.80	38.40	5.12	40.95
34 Combination Underseal Applicators and Lubricators, Washers, Polishers .....	3.663	29.30	3.883	31.05
Lubricators, Tow Truck Operators, Washers, Polishers, Tire Changers, Battery Service Men .....	3.588	28.70	3.808	30.45
Used Car Lot Attendants, Monday through Friday .....	3.588	28.70	3.808	30.45
Saturday Only .....	5.382	43.05	5.712	45.70
Combination Men .....	3.588	28.70	3.808	30.45
Utility Men, Motorcycle Pickup and Delivery Men .....	3.325	26.60	3.470	27.75
Automotive Janitors, Car Parking Attendants....	3.156	25.25	3.301	26.40

JOB CLASSIFICATIONS

	June 1, 1970 to June 1, 1971		June 1, 1971 to June 1, 1972	
	Per Hour	Per Day	Per Hour	Per Day
Automotive Mechanics .....	\$5.42	\$43.35	\$5.72	\$45.75
Parts Manager .....	5.19	41.50	5.49	43.90
Assistant Parts Manager .....	5.014	40.10	5.314	42.50
Senior Parts Technician .....	4.971	39.75	5.271	42.15
Parts & Stock Room Technician .....	4.295	34.35	4.595	36.75
Service Salesman (Qualified Mechanics).....	5.158	41.25	5.458	43.65
Service Salesman, Other .....	4.832	38.65	5.132	41.05
Automotive Painters .....	5.42	43.35	5.72	45.75
35 Combination Underseal Applicators and Lubricators, Washers, Polishers .....	4.033	32.25	4.183	33.45
Lubricators, Tow Truck Operators, Washers, Polishers, Tire Changers, Battery Service Men .....	3.958	31.65	4.108	32.85
Used Car Lot Attendants, Monday through Friday .....	3.958	31.65	4.108	32.85
Saturday Only .....	5.937	47.50	6.162	49.30
Combination Men .....	3.958	31.65	4.108	32.85
Utility Men, Motorcycle Pickup and Delivery Men .....	3.595	28.75	3.720	29.75
Automotive Janitors, Car Parking Attendants....	3.426	27.40	3.551	28.40

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ARTICLE XIX

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**Group Insurance, Hospital, Surgical, Medical and Dental Plan**

(1) It is understood and agreed that the Group Insurance, Hospitalization, Surgical and Medical benefits granted to Union employees working under the jurisdiction of this Agreement shall be those purchased and administered pursuant to the terms of that certain document known and designated as Trust Agreement of The Eastbay Motor Car Dealers Welfare Plan, provided however, that not earlier than September 1, 1968 and upon each September 1 during the term of this Agreement, employees working under the jurisdiction hereof shall have the option for the then ensuing period prior to the next option date, to either continue to have the benefits provided by the above plan or elect to accept the benefits of a plan of Permanente Hospital Foundation to be hereafter formulated and purchased by the Trustees of the Eastbay Motor Car Dealers Joint Welfare Plan. Option of the employee to elect to accept the benefits of the Permanente Hospital Foundation Plan must be in writing in the form required by the Trustees and filed with the Trustees of Eastbay Motor Car Dealers Joint Welfare Plan. In no event shall any employee be entitled to or have any combination or duplicate benefits but shall be entitled solely to the benefits provided by the plan he elects to accept.

(2) In addition to the Group Insurance benefits above stated, it is further understood and agreed that the Employer shall provide for employees and their dependents

a **Standard Dental Expense Benefit Plan** as discussed by the parties to this Agreement at a cost to the Employer of approximately six cents per hour, which said Dental Benefit Plan shall be administered by the Trustees of the Eastbay Motor Car Dealers Welfare Plan as an addition to the Hospital, Surgical and Medical Benefits, and as a part of the Trust Agreement above mentioned.

(3) For and during the period commencing June 1, 1968 and ending June 1, 1972 for the Hospital, Surgical and Medical Plan; and beginning September 1, 1968 and ending June 1, 1972 for the Dental Benefit Plan, the total liability of each Employer member of the Eastbay Motor Car Dealers, Inc., shall be to pay to the Trustees of the Eastbay Motor Car Dealers Joint Welfare Fund for each employee included in the bargaining unit set forth in this Agreement, the sum per month determined by the said Trustees of Eastbay Motor Car Dealers Joint Welfare Fund to be necessary to provide the Hospital, Medical and Surgical benefits in effect prior to the effective date of this Agreement, plus the additional benefits and improvements discussed by the parties to this Agreement at a cost of approximately four (4) cents per hour; said added benefits to become effective September 1, 1968; plus the Dental Benefits Plan at a cost of approximately six (6) cents per hour. The monthly liability of each member of the said Association determined by the Trustees to be necessary for the efficient operation of the Trust shall not exceed during the term of this Agreement the sum of Thirty Five (\$35.00) dollars per month per employee entitled to such coverage for the

hospital, medical, surgical plan and an additional Eleven (\$11.00) dollars per month for the dental plan.

#### (4) Special Provisions

**Group Insurance Coverage for Non-Contract Employees:** At the option of the Employer, the Group Plan herein provided may be extended to employees of the Employer not covered by this Agreement.

**Administration:** It is agreed that the benefits herein provided shall be administered by the Trustees as provided by the aforementioned Trust Agreement. The Board of Trustees shall appoint an Administrator of the Trust who shall be the manager of the Eastbay Motor Car Dealers, Inc., provided said manager shall be deemed by the Trustees to be qualified for such office.

**Legislation Affecting Plan:** Should any legislation be enacted by State or Federal government during the life of this Agreement that may affect same, the parties hereto mutually agree to sit down in conference for the purpose of adjusting this plan to conform with such legislation.

**Responsibility of Employer:** The program shall not be subject to the grievance provisions set forth in the Agreement between the parties.

Any Employer who fails to obtain and pay for the Insurance benefits herein provided for, shall be held personally responsible to the employees herein covered for the benefits which would have been provided by such insurance coverage, and in such event shall

be subject to the grievance procedure of this Agreement.

**Dividends on Premiums:** Any dividends on premiums received from the Insurance Company shall not be payable to the Employer but shall be held in a reserve fund by the Trustees for the purpose of enlarging the benefits to employees and dependents covered by this plan as may be accomplished from said dividends on premiums in the manner determined by the Trustees.

**Effective Date of Insurance:** Insurance will be effective immediately upon employment.

**Continued Insurance Following Termination:** Insurance will be continued for thirty-one (31) days following the effective date of discharge, permanent layoff or voluntary quit of an employee.

**Continued Insurance on Disabled Employees:** Insurance shall be continued on all disabled employees in the following manner: An Employer shall be required to continue to pay premiums for three months on the account of any employee after disability is established. Following payment of the above required premium for three months, the Employer shall then be required to pay one additional severance premium to provide the disabled employee with insurance coverage for 31 days from the date of the expiration of the coverage which the regular premiums provide, and thereafter any obligation on the part of the Employer to continue the payment of premiums shall be deemed fully satisfied and discharged.



In event an employee was totally disabled at the time of hire by an Employer, such total disability not being apparent at the time of hire, but such total disability being established by competent medical authority, the Employer shall not be required to pay premiums after total disability is established, but instead the Board of Trustees shall determine whether or not the premiums shall be continued, and in the event it is decided that the case merits continuation, the said premiums shall be paid out of administration funds of the Trust.

In addition, it being the intent of this Agreement to provide insurance coverage to employees who are established members of the industry, the requirement that insurance shall be continued on disabled employees shall in no event apply to those employees whom competent medical authority shall certify were in fact totally disabled at the time they completed membership in the Union, or those who have been members of the Union for less than thirty (30) days at the time such total disability is established.

**Leaves of Absence:** In the event leave of absence is granted by the Employer, insurance may be continued on such employees during such time as the employee is on leave on absence, provided, however, that such insurance shall not be continued in effect for an employee on leave of absence for a period in excess of three calendar months.

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## ARTICLE XX

### **Pensions**

For and during the period commencing June 1, 1968, and ending June 1, 1972, the

total liability of each member of the Eastbay Motor Car Dealers, Inc., shall be to pay to the Trustees of the Automotive Industries Pension Trust Fund the maximum amount of Twenty Five (\$25.00) dollars per month (maximum per employee Three Hundred (\$300.00) dollars per year) for each employee covered by and included within the bargaining unit set forth in the Master Collective Bargaining Agreement made and entered into between the undersigned parties effective June 1, 1968, said payments to be transmitted to the Trustees of the Automotive Industries Pension Trust Fund by the Employer member in the manner and as directed by the Trustees of the Automotive Industries Pension Trust Fund.

## ARTICLE XXI

### Agreement Participation

It is specifically understood and agreed that the terms, conditions and obligations contained in this Collective Bargaining Agreement are prepared, entered into and made effective exclusively between members in good standing of Eastbay Motor Car Dealers, Inc., a non-profit corporation, and the Unions signatory hereto.

It is mutually understood and agreed that for and during the period that the Collective Bargaining Agreement dated June 1, 1968, is effective between the undersigned parties, any motor car dealer who applies for membership and is accepted into membership in Eastbay Motor Car Dealers, Inc., shall be released from any independent collective bargaining agreement theretofore entered into and shall become eligible to participate

in and be bound by all the provisions and benefits of the said Eastbay Motor Car Dealers, Inc., Bargaining Agreement dated June 1, 1968 ninety (90) days after notification to the Union that the application has been accepted and the applicant has been received into Association membership.

## ARTICLE XXII

**Effective and Anniversary Date:** This Agreement shall be in full force and effect for a period of four (4) years, commencing June 1, 1968 and ending June 1, 1972. From and after June 1, 1972, this Agreement shall continue for yearly terms commencing with said date unless either of the parties gives to the other a sixty (60) day notice in writing immediately prior to said June 1, 1972, and each June 1 thereafter, expressing the desire of said party to terminate or revise and amend said Agreement. In the event of a notice desiring to revise and amend said Agreement, said notice shall not serve to terminate this agreement, but merely to provide the necessary procedure for the revision of the agreement to conform to changed conditions; it being the intent and agreement of the parties that upon the expiration of any yearly term the following yearly term shall automatically take effect, irrespective of whether or not notice of revision is given; if no notice of desire to amend is given, the provisions of the agreement for the new term shall be the same as the preceding term. If notice of desire to amend is given, the changes arrived at by reason of said notice shall become effective upon the date agreed to by the parties. Pending the resolving of

the desired changes under consideration, the provisions of the expiring term shall continue in effect as the operative agreement of the parties.

There shall be no cessation of work or lockout during such conferences.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their respective officers, duly authorized to do so this 11th day of July, 1968.

### **EMPLOYER**

EASTBAY MOTOR CAR DEALERS, INC.

WALTER E. CUNHA, President

ED SLUSSER, Secretary

### **EASTBAY AUTOMOTIVE COUNCIL**

DeWAYNE WILLIAMS

EAST BAY AUTOMOTIVE MACHINISTS  
LODGE No. 1546

DeWAYNE WILLIAMS

General Business Representative

AUTO, MARINE AND SPECIALTY  
UNION, LOCAL No. 1176

LESLIE K. MOORE

TEAMSTERS AUTOMOTIVE  
EMPLOYEES UNION, LOCAL No. 78

WM. F. YORK

N O T E S

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U.S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS  
WASHINGTON, D.C. 20212



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May 7, 1970

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International Brotherhood of Teamsters local #78  
c/o Mr. William F. York, Secretary-Treasurer  
8055 Collins Drive  
Oakland, California 94621

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s) between the East Bay Motor Car Dealers, Inc., located in California and the International Association of Machinists and Aerospace Workers local #1546, International Brotherhood of Teamsters and the Painters and Allied Trades local #1176. 1/ Would you please send us a copy of your current agreement--with any supplements (e.g., employee-benefit plans) 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,

*Geoffrey H. Moore*  
GEOFFREY H. MOORE  
Commissioner

PLEASE RETURN THIS LETTER WITH YOUR RESPONSE OR AGREEMENT(S).

1/ The agreement we have on file expired in May 1968.

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 7000
- 2. Number and location of establishments covered by agreement 42
- 3. Product, service, or type of business AUTOMOTIVE SERVICE
- 4. If previous agreement has been extended without change, indicate new expiration date \_\_\_\_\_

W.F. York  
(Your name)  
8055 Collins Dr.  
(Business Address)

Secy Treas.  
(Position)  
Oakland Calif 94621  
(City and State)