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MASTER AGREEMENT

THIS AGREEMENT made and entered into this first day of June, 1960, by and between the EAST BAY 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 PAINTERS UNION, LOCAL No. 1176, and TEAMSTERS AUTOMOTIVE EMPLOYEES' UNION, LOCAL No. 78, second party, signatories hereto, hereinafter called Union.

WITNESSETH

In consideration of the premises and of the respective promises, agreements and covenants of said parties hereto, they do hereby mutually agree as follows, to-wit:

SECTION I

DEFINITIONS: The term "Employer" as used herein shall refer to the East Bay 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.

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.

SECTION II

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.

(a) **WORK JURISDICTION OF THE EAST BAY AUTOMOTIVE MACHINISTS UNION No. 1546:** This Agreement shall cover all employees in 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 that is propelled by any type of combustion engines; packing, shipping and the handling of all parts and all machine processes connected thereto.

(b) **WORK JURISDICTION OF AUTO PAINTERS LOCAL 1176:** This union has jurisdiction over all persons engaged in 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 painting of any motor vehicle or part thereof.

(c) **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) Tire and Battery Service Men, Tow Truck Operators, Underseal Applicators, Combination Men, Used Car Lot Attendants, Car Parking Attendants and Utility Men.

(d) **EXEMPTIONS:** This Agreement will not apply to and will exclude all employees not falling within the work jurisdiction of the Unions, or those in executive positions such as "Superintendents, Assistant Superintendents and General Foreman" who have the right to hire and fire and who, at no time, use the tools of the trade.

SECTION III

UNION SECURITY AND TERMS OF EMPLOYMENT: Only members in good standing in the Union shall be retained in employment. For the purpose of this section, "members in good standing" shall be defined to mean employee members in the Union who tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. Non-members of the Union hired by the Employer must complete membership affiliation on or immediately following the thirtieth (30th) day of employment, and the Union agrees to accept said non-member into membership on the same terms and conditions generally applicable to other members. Upon written notice from the Union of failure on the part of any individual to complete membership in the Union as above required, or of failure to continue payment of dues to the Union, the Employer shall within seven (7) days of such notice, discharge said employee.

(a) The Employer agrees that no new employee in a work jurisdiction covered by this Agreement shall be placed on the job unless said employee

shall have first appeared at the office of respective Union having jurisdiction of such work classification for the purpose of informing such Union of his intention to assume such employment. To implement this procedure the Union agrees to furnish each person so reporting with written evidence of such contract, the same to be filed with the Shop Steward and the Employer involved.

(b) The party of the first part recognizes the rights of the Union employees to refuse to work with or alongside of non-Union employees and, except as herein provided for, the party of the first part 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.

(c) **DISCHARGE OF EMPLOYEES:** The Employer reserves the right to discharge any employee for a just and legal cause. The Employer shall forward, by United States Mail, to the Union having jurisdiction over the work performed by said employee, a notice in writing, within one working day after said discharge, setting forth the reason or reasons for said discharge by Employer. 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. Failure on the part of the Employer to give notice as required herein shall subject said Employer to a penalty of one day's pay to said employee discharged.

In the event of discharge without just and legal cause, the employee shall be compensated for all time lost while unemployed as a result of said discharge and may be reinstated.

In the event of a dispute, existence of "just and legal cause" shall be determined as provided in Section IX of this Agreement.

(d) **SENIORITY:** The Employer shall observe the strict rule of seniority in the laying off of personnel and the reemployment of same departmentally by laying off the last person hired and reemploying the last person laid off.

(e) **MILITARY DUTY:** No employee shall lose his seniority rating or credit by reason of being required to perform military duty during the term of this Agreement. Upon the return of any such employee, after being engaged in military duty, he shall be restored to the position which he held at the time of leaving for such duty, provided he is physically fit.

(f) **TEMPORARY LAY OFFS:** A temporary layoff is defined as a lay-off at which time there is an agreement between the Employer and the employee that it shall be for a specified period of time or an actual or implied agreement that under existing conditions it can reasonably be expected that employment will be resumed within a short period of time.

(g) **PERMANENT LAYOFFS:** In cases of permanent layoff, the Employer or his agent shall within twenty four (24) hours notify the respective Union of such layoff and shall pay the employee his accumulated vacation pay in accordance with sub-paragraph (c) of this section.

SECTION IV

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.

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

(b) **CHARITY:** The Union shall and hereby agrees to conduct and handle any and all campaigns and drives for charitable purposes among its membership in such instances as it deems advisable, but in no event shall the Employer carry on any charitable campaign among his employees.

(c) **VISITS TO ESTABLISHMENTS:** It is agreed by both parties hereto that the duly authorized representatives of the Union may visit the establishment of the Employer for the purpose of carrying out and enforcing the terms of this Agreement by first contacting the Employer, his office manager or service manager. In the event the Union representative should

find violations or alleged violations of the terms of this Agreement, which cannot immediately be settled by the Department head, he shall, if the establishment be that of a member of the East Bay Motor Car Dealers, Inc., discuss such matters first with the Manager of the said organization.

(d) **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 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 controversy with this or any other Union. Lists of outside shops having Union agreements shall be furnished the Employer by the Union.

(e) For the purpose of this contract, 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.

SECTION V

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 which are deemed necessary for the proper and efficient performance by the employee of his duties; the holding of such meetings shall be subject to the following regulations:

(a) 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.

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

(c) 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 Employer agrees to hold no meeting to conflict therewith. The Union shall furnish the Employer the dates of its meeting nights and shall notify him of any change thereof.

(d) Whenever the employee is required to attend a meeting outside the Metropolitan Oakland Area, the employee shall be paid traveling expense and straight time for the time spent in attendance in said meetings.

SECTION VI

LEGAL HOLIDAYS: The following holidays shall be observed and recognized as legal holidays and there shall be no deduction in employee's wages for the same: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, VETERANS DAY, AD-MISSION DAY (when the day is celebrated officially in Oakland), THANKSGIVING DAY AND CHRISTMAS DAY. Holidays falling on Sundays will be observed on the following Monday.

(a) **EMPLOYEES TO BE COMPENSATED WITHOUT WORKING ON HOLIDAYS:** All employees shall be paid their regular straight time rate of pay for the yearly enumerated legal holidays in this Agreement, although no work is performed by employees on said holidays and regardless of whether or not such holidays fall on a regular work day or on Saturday.

It is hereby agreed that Washington's Birthday and Veterans' Day may, at the option of the Employer, be considered work days at a rate of straight time in addition to the normal holiday pay above provided.

It is expressly understood and agreed in event the Employer exercises his option to work his employees on Washington's Birthday and/or Veterans' Day, these days shall be considered regular work days, except in the matter of compensation as provided in this Agreement for any regular work day. It shall not be a violation of this Agreement for an employee to refuse to work on Washington's Birthday and/or Veterans' Day, except that, if an Employer exercises his option and an employee does not intend to work he shall so notify his Employer promptly. Failure to report for work without such notification shall be a violation of this Agreement.

(b) It is further agreed that if an employee fails to report for work on a regularly scheduled work day immediately preceding or immediately following any of the aforementioned holidays, the Employer shall not be required to pay said employee for said holidays, except as provided by the following exceptions.

EXCEPTIONS: The above condition of non-payment for holidays shall not apply if any of the following conditions exist:

(1) If absence of employee was due

to sickness, or if consent is secured from the Employer or his agent and the Shop Seward is notified of such arrangement, in advance of said absence.

(2) If absence of employee was due to observance of a picket line established by Unions not signatory to this Agreement pursuant to a labor dispute approved and authorized by the Labor Council of Alameda County.

(3) If an 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.

(c) It is further agreed that an Employer shall not be required to pay an employee for a holiday in cases wherein the 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 calendar days preceding the date of said holiday.

(d) **RATE OF PAY FOR WORK ON LEGAL HOLIDAYS:** The work performed on legal holidays, Saturdays and Sundays shall be paid for at double the employee's regular rate of pay. (except as provided in Section XII).

(e) **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.

SECTION VII

VACATIONS: All employees who have been in the employ of the Employer for 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. Twelve hundred (1200) hours of employment, exclusive of overtime in an employee's calendar year, shall determine the eligibility for any year's vacation.

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

(2) All employees who have been in the employ of the Employer for a period of ten (10) years or over shall be granted three (3) week's

vacation with pay equivalent to one hundred twenty (120) hours.

(a) **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.

(b) **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.

(c) **EMPLOYEES SHALL BE REQUIRED TO TAKE VACATIONS OFF THE JOB.**

(d) **VACATION RULES AFFECTING EMPLOYEES WHO HAVE NOT COMPLETED A YEAR'S SERVICE.** The following rules shall apply to employees who have not been privileged to earn full vacation:

(1) Any employee who joins or is inducted into the armed forces shall be paid at the time of leaving said Employer in accordance with the following formula: at the rate of two percent (2%) of all actual hours worked at his straight time rate of pay since the date of his employment if he has been employed less than one (1) year; if he has been employed more than one (1) year, four percent (4%) of all actual hours of the second year of employment worked at his straight time rate of pay; if he has been employed more than ten (10) full years, six percent (6%) of all actual hours worked in the current year of employment at his straight time rate of pay.

(2) Any employee who is discharged or laid off in advance of earning full vacation, shall be paid at the time of discharge or lay off in accordance with the following formula: at the rate of two percent (2%) of all actual hours worked at his straight time rate of pay since the date of his employment if he has been employed less than one year; if he has been employed more than one year four percent (4%) of all actual hours of the second year of employment worked at his straight time rate of pay; if he has been employed more than ten (10) full years, six percent (6%) of all actual hours worked in the current year of employment at his straight time rate of pay.

(3) Any employee who voluntarily leaves the service of his Employer in advance of earning full vacation waives the right to the accumulated time against said vacation.

(4) Any Employer who transfers his business, or sells same, or goes out of

business, shall under the terms of this Agreement, pay all of his employees all accumulated time against the earnings of said full vacation on the basis as hereinabove provided: (2% for the first year, 4% for the second year, 6% for the tenth year and thereafter.)

(e) **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.

SECTION VIII

MISCELLANEOUS PROVISIONS

(a) **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 starched55
Shirts, washed and starched20
Pants40

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

(b) **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 one-half (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.

(c) **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.

(d) **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.

(e) **ESTABLISHED COMMISSIONS:** Commissions now being paid any employee over and above his guaranteed daily, weekly or monthly pay as provided for in this Agreement will not be discontinued because of the signing of this Agreement, nor will such commissions be reduced unless factory discounts are reduced.

(f) **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.

(g) **PAYMENT OF WAGES:** Each employee shall be paid his wages in full, each week unless other arrangements are made with Local Union representatives, it being understood that the present practice and method of paying employees may be continued.

(h) **AUTHORIZED PENALTY WORK:** When overtime 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.

(i) **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.

(j) **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.

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

(l) **EMPLOYER'S OPTION:** It is agreed that the Employer may at his option, pay any employee over and above his minimum wage rates as set forth in this Agreement.

(m) **AS A RESULT OF THE EXECUTION OF THIS AGREEMENT, THE FOLLOWING SYSTEM OF COMPUTING WAGES SHALL BE ELIMINATED:** Flat rate, piece work, premium, merit, task, contract, bonuses, or other similar systems.

(n) **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.

(o) **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.

(p) **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.

(q) **CONFLICTING CONTRACTS AND INDIVIDUAL AGREEMENTS:** Any oral or written agreement between an Employer and individual employee who is not a member of the Union, which conflicts or is inconsistent with this Agreement or any supplement agreement hereto which disestablishes or tends to disestablish relationship of Employer and employee organization as stipulated in this Agreement, shall forthwith terminate immediately.

No oral or written agreements which conflicts, or is inconsistent with this Agreement or any supplement Agreement hereto, shall hereinafter be entered into by and between Employer and any individual employee performing work within the presently recognized jurisdiction of the Union.

SECTION IX

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 Em-

ployer's Representative, 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.

(d) **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.

SECTION X

RULES AND REGULATIONS GOVERNING APPRENTICES: Apprentices are those who have been indentured to learn the trade and their indenture shall be for a period of four (4) years in compliance with the State Apprenticeship Laws as well as the Laws of the Union.

(1) They shall be under the supervision of the Alameda and Contra Costa Counties Automotive Apprenticeship Advisory Committee.

(2) They shall attend regular vocational school two (2) nights per week, one hundred forty four (144) hours per year.

(3) No apprentice shall be employed until there is executed by the Employer and the Union, an indenture Agreement covering said apprentice.

(4) Each apprentice shall be given every opportunity to learn the trade and advance in same as rapidly as his knowledge and fitness merits.

(5) They shall be under the supervision of a Journeyman at all times.

(6) **RATIO OF APPRENTICES:** In shops where there is a steady journeyman employed, there may be employed one (1) apprentice and one (1) additional apprentice may be employed for every five (5) journeymen steadily employed in said shop thereafter.

(7) In no case shall an apprentice be allowed to work in any shop or any shift unless a journeyman mechanic is employed at the same time in said shop or said shift.

(8) Apprentices attending school at night as a part of their apprenticeship, shall be compensated therefor at the rate of One Dollar (\$1.00) per hour up to a maximum of Four Dollars (\$4.00) per week, provided, however, that the Employer shall not be required to pay the apprentice for any particular class attendance unless said apprentice is in actual attendance at said school class required by the Apprenticeship Committee.

(a) **MINIMUM WAGE RATES AFFECTING APPRENTICES:** Apprentices shall be paid not less than the following percentage of the journeyman's 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.

(b) **PERCENTAGE INCREASES AFFECTING APPRENTICES:** Semi-annual percentage increases shall be paid to all apprentices on the 15th day of January and July of each year, and shall affect apprentices in all departments.

SECTION XI

WORK DAY OR SHIFT: Eight (8) hours shall constitute a maximum day's work at straight time pay.

(a) Starting time of the regular day's work shall be 8:00 o'clock A.M. or 9:00 o'clock A.M. and the quitting time shall be 5:00 o'clock P.M. or 6:00 o'clock P.M. daily.

(b) The lunch period shall be four (4) hours after each starting period.

(c) Any and all starting work periods other than herein stipulated shall be recognized as night shifts and there shall be an additional penalty of ten percent (10%) for the first shift starting immediately after 9:00 A.M. in any one day, and there shall be a penalty of fifteen percent (15%) for any other work shift in said work day.

SECTION XII

WORK WEEK: The work week shall consist of five (5) consecutive eight (8) hour days starting with Monday at 8:00 o'clock A.M. or 9:00 o'clock A.M. and terminating with Friday at 5:00 P.M. or 6:00 o'clock P.M. Forty (40) hours shall constitute a maximum work week at straight time pay. Saturdays and Sundays shall be recognized as penalty work days.

(a) It is stipulated and agreed that when employees are requested to perform work on Saturdays, the Employer shall guarantee such employee four (4) hours pay at the rate of double the regular rate of pay, whether the full four hours are worked or not. The starting time for Saturday work shall be eight o'clock A.M. and the quitting time shall be twelve o'clock noon or one o'clock P.M.

(b) 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 all employees working on Saturdays, who work past the stipulated quitting time, shall be paid for such time worked at the rate of double the regular rate of pay up to a maximum of one additional hour.

If an employee works beyond five (5) hours on such Saturday, he shall be guaranteed a full day's pay therefor at the rate of double his regular rate of pay, irrespective of whether he performs a full day's work or not.

(c) All work in excess of eight (8) hours on Saturday will be compensated for at double the employee's rate of pay for such day, except as specifically provided in Supplemental Agreement "C," Section III (b).

(d) It is recognized that Employers will not normally work all of their employees on Saturdays and that in order to spread such Saturday work as equitably as possible among said employees, Employer agrees to rotate his forces in so far as reasonably possible among qualified journeymen employees to accomplish such purpose. Where journeymen are working on Saturdays and the work load necessitates additional employees, the rotation system may be extended to apprentices.

(e) It is stipulated and agreed that specialists and heavy truck employees shall be included in the rotation system but that where such employees are not exclusively assigned to specialist or heavy truck work on Saturdays, they shall be compensated at the rate of pay applied to the work performed.

(f) It is stipulated and agreed that Employees not desiring to work on Saturdays shall not be held in violation of this Agreement.

SECTION XIII

TRAVEL TIME AND ROAD WORK: If employees are requested to leave their regular station or job to perform emergency work away from same or on the road as a result of a breakdown, they will receive straight time pay for traveling time and expenses, provided said work is done within their regular shift.

Any time in excess of their regular shift will be paid for at the rate of overtime. This is to include driving time if they are requested to drive equipment.

SECTION XIV

OVERTIME: Any and all work performed by employees in excess of eight (8) hours in any one (1) work day or shift, will be recognized by the Employer as overtime.

(a) **OVERTIME RATE OF PAY:** When overtime is worked, the employees shall receive time and one half their regular rate of pay for the first three (3) hours of overtime in any one work day, and double time their regular rate of pay for all overtime work performed thereafter. When employees are requested to perform work on Saturdays, Sundays or Holidays, they shall be paid therefore at double time their regular rate of pay, except as provided in Section XII, and be guaranteed a full day's pay therefore, whether a full day's work is performed or not.

SECTION XV

TEMPORARY AND EXTRA HELP: Where a regular employee is called back to work from a temporary lay-off 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 percent (10%) over and above the rate of pay stipulated and described under the work classification affecting said employees.

When new or temporary employees are hired and are unable to report for work at the stated starting times under Section XII of the Master Agreement, all said employees shall receive the basic rate of pay for the actual time worked on said first day of employment.

SECTION XVI

REPORTING FOR WORK: Any regular employee who on a seniority basis is offered less than a full work week of five days, and who works less than four days during any single work week shall receive 10% over his regular rate of pay for each day he is called and reports for work. All regular employees shall be guaranteed not less

than one (1) full day's pay whether a full day is worked or not. All employees working at quitting time on any given day, unless otherwise notified at said time, shall report for work the following morning. If an employee leaves work prior to his regular quitting time, he shall be paid for time actually worked on said day.

(a) No employee shall be permitted to lay off during his regular work day period except as hereinafter provided.

(b) It shall be conditional for any employee wishing to voluntarily leave work prior to the completion of his regular work day, to consult with the shop steward and his foreman in advance of leaving.

(c) This provision shall apply to all days in the work week, whether or not such days call for straight time pay or penalty pay.

(d) For the purpose of this Section any employee who fails to carry out the foregoing provisions, or who fails to abide by the unanimous decision of the steward and foreman without valid reason will be subject to dismissal.

SECTION XVII

PERSONNEL OF PARTS DEPARTMENT: (a) Where the Parts Department is so small that the Employer is unable to employ a steady Parts Manager in said department, said Employer may use his shop Service Manager in Parts Department. It shall not be a requirement of Union membership, unless said Service Manager is confined the greater portion of his time to said Parts Department; then in said case he shall be a member of the Union.

(b) Where a Parts Department is of such size as to require one (1) employee he shall be recognized as Parts Manager or Assistant Parts Manager, and he shall receive the minimum monthly rate of pay affecting said classification.

(c) If said department is large enough to employ two (2) 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.

(d) Where said Parts Department is large enough to employ three (3) persons or more, one of them shall be the recognized Parts Manager, or Assistant Parts Manager, one a senior parts technician, and the other may be an apprentice.

(e) **PROMOTIONS IN PARTS DEPARTMENT:** When vacancies occur in the various classifications of the Parts Department, they shall be filled on the following basis:

(1) Senior Parts Technicians shall fill the vacancy of the Assistant Parts Manager, and Assistant Parts Manager shall fill the vacancy of Parts Manager, based on seniority.

(2) The Employer reserves the right to select any employee from the Parts Department who has the classification of Senior Parts Technician, or Assistant Parts Manager, to fill a vacancy of Manager, and he will give consideration to seniority in making this promotion.

(f) **RATIO OF APPRENTICES IN PARTS DEPARTMENT:** One apprentice may be employed in a Parts Department where in said department there are two (2) steady employees, members of the Union, holding a classification over that of apprentice Parts Technician.

One additional apprentice may be employed in said department thereafter for every two (2) additional employees in said department answering to the classification of Senior Parts Technicians.

(g) The work of the employees in the automotive Parts Department shall be confined to said department, and their duties shall be completely interchangeable.

SECTION XVIII

There are attached hereto Supplemental Agreements designated "A," "B" and "C" covering all other specific conditions of the individual unions signatory to this Master Agreement not contained in the general provisions of said Master Agreement, which said Supplemental Agreements are made a part of this Master Agreement with respect to said individual unions in order to provide the entire contractual obligations of the Employer and the said individual unions. In addition, there is attached hereto Supplement "D" covering Insurance, Hospital and Medical Plan and Supplement "E" providing for the operation of a Pension Plan, each of which Supplemental Agreements shall be applicable to and binding upon all parties signatory to this Master Agreement.

SECTION XIX

AGREEMENT PARTICIPATION: It is specifically understood and agreed that the terms, conditions and obligations contained in this Collective Bargaining Agreement and its supplements, are prepared, entered into and made effective exclusively between members in good standing of East Bay Motor Car Dealers, Inc., a non-profit corporation, and the Unions signatory hereto, and all rights, privileges and obligations contained and set forth in said Agreement shall

automatically terminate and become totally non-effective between any present member of East Bay Motor Car Dealers, Inc., or any new member of said Association who may subsequently become a party to this Agreement by addition thereto, upon the effective date of termination of membership for any reason whatsoever in said East Bay Motor Car Dealers, Inc.

To provide the Unions signatory hereto with opportunity to negotiate a new and different collective bargaining agreement with any automobile dealer whose membership is hereafter terminated in East Bay Motor Car Dealers, Inc., said Association agrees to notify in writing the Unions signatory hereto of such termination of membership not less than twenty (20) days prior to its effective date.

It is mutually understood and agreed that for and during the period that the Collective Bargaining Agreement dated June 1, 1960, is effective between the undersigned parties, any motor car dealer who applies for membership and is accepted into membership of East Bay 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 East Bay Motor Car Dealers, Inc., Bargaining Agreement dated June 1, 1960 ninety (90) days after notification to the Union that the application has been accepted and the applicant has been received into Association membership.

SECTION XX

EFFECTIVE AND ANNIVERSARY DATE: This Agreement shall be in full force and effect for a period of five (5) years commencing June 1, 1960 and ending June 1, 1965 subject to the following conditions only:

(1) Effective June 1, 1961 for the period commencing on said date and ending June 1, 1962, each of the wage classifications contained in the Supplemental Agreements attached hereto shall be automatically amended to provide an increase of seventeen and one half cents (17½¢) per hour.

(2) On June 1, 1962 and each June 1 thereafter during the life of this Agreement those portions of said Agreement covering wage scales and Insurance, Hospital and Medical Plan shall be subject to revision and amendment upon the giving of a sixty (60) day notice in writing by either party immediately prior to June 1, 1962 and for yearly terms thereafter immediately prior to each succeeding June 1. Said notice shall not serve to terminate this Agreement but merely to provide the necessary procedure for the revision of the Agreement to con-

form 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 at 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 provision 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 1st day of June, 1960.

EMPLOYER

EDWARD GOLDIE
President

ED SLUSSER
Secretary

EAST BAY AUTOMOTIVE COUNCIL

E. H. VERNON
President

EAST BAY AUTOMOTIVE MACHINISTS, LODGE 1546

E. H. VERNON
General Business Representative

AUTO PAINTERS, LOCAL No. 1176

LESLIE K. MOORE

TEAMSTERS AUTOMOTIVE EMPLOYEES UNION, LOCAL 78

WM. F. YORK

SUPPLEMENTAL AGREEMENT "A"

THIS AGREEMENT made and entered into this first day of June, 1960, as a supplement to and part of the provisions of the Master Agreement to which this supplement is attached by and between the EAST BAY MOTOR CAR DEALERS, INC., a corporation, first party, hereinafter called the Employer; and the EAST BAY AUTOMOTIVE MACHINISTS LODGE No. 1546, I. A. of M., Second party, hereinafter called the Union, affiliate of the EAST BAY AUTOMOTIVE COUNCIL.

WITNESSETH

In consideration of the premises and of the respective promises, agreements and covenants of said parties hereto, they do hereby mutually agree as follows, to-wit:

ARTICLE "A"

SPECIAL PROVISIONS, WORK CLASSIFICATIONS, AND RATES OF PAY AFFECTING MEMBERS OF THE EAST BAY AUTOMOTIVE MACHINISTS LODGE No. 1546, I. A. of M.

- Journeymen Automotive Machinists\$25.40 per day
- Journeymen Automotive Body and Fender Machinists\$25.40 per day
- Journeymen Automotive Welders\$25.40 per day
- Journeymen Automotive Trimmers\$25.40 per day
- Journeymen Automotive Truck Mechanics\$25.40 per day
- Journeymen Automotive Ignition and Electrical Mechanics\$24.40 per day
- Journeymen Automotive Mechanics (regular)\$24.40 per day

(a) Working foremen shall be paid not less than ten percent (10%) over the wage rate described herein.

(b) Any and all journeymen performing combination duties shall be paid \$1.00 per day more than the Mechanic scale.

For the purpose of this section, a journeyman performing combination duties shall be deemed to be an employee classified as an ignition and electrical mechanic, or trimmer, or mechanic, who, in addition to his ordinary duties, regularly performs work of a metalman, painter or welder.

(c) Any and all journeymen performing specialty duties shall be paid \$1.00 per day more than the Mechanic scale.

A person performing specialty duties for the purpose of this Section,

shall be deemed to be an employee who is assigned exclusively on front end or brake work.

The foregoing provisions shall affect employees employed in shop or repair departments of Employer.

(d) In order for any employee hired as a regular journeyman automotive mechanic to qualify for pay in excess of the designated regular mechanics scale, said employee must be cleared by the Union to the said higher paid job classification. In case of an internal transfer of an employee from one job classification to another the shop steward and/or union shall be notified.

ARTICLE "B"

PROVISIONS AND WAGE RATES AFFECTING EMPLOYEES IN PARTS DEPARTMENTS: All employees in Parts Departments shall be recognized as monthly salaried employees and their monthly minimum base rates shall be as follows per classification:

- Automotive Parts Manager\$519.40 per month
- Automotive Assistant Parts Manager\$490.50 per month
- Automotive Senior Parts Technician \$483.45 per month

The monthly base pay of the Senior Parts Technician, Four Hundred and Eighty-Three Dollars and Forty-Five Cents (\$483.45), shall be used in computing the monthly salary of all Parts apprentices.

ARTICLE "C"

PROVISIONS AND WAGE RATES AFFECTING SERVICE SALESMEN: Service Salesmen (qualified journeymen mechanics) \$514.05 per month.

Definition of Service Salesman: For the purposes of this Supplemental Agreement, a "Service Salesman" is an employee who is regularly and exclusively assigned to the work of writing up service and repair orders, and additionally is qualified for and may be required to diagnose repair needs, make estimates, issue work instructions to shop employees, road test vehicles, and generally supervise the service and repair of motor vehicles from the time of first contact with the customer to the ultimate delivery upon completion of the work performed.

(a) Only journeymen regularly and exclusively assigned as Service Salesmen are covered by this sub-section, and it is not intended to be applicable to journeymen assigned as Service Salesmen on a part time basis.

(b) 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 the historic practice of the industry, may also be done by any person required to perform such services in addition to the regularly scheduled duties of his job assignment.

(c) The Employer shall be the sole judge of the merits and fitness of Service Salesmen 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 Section III (c), in which limited event the grievance procedure of the Master Agreement shall be applicable.

(d) Service Salesmen may be required to work nine (9) hours in any regular work day Monday through Friday at straight time rate of pay, 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 nine (9) hours of work at straight time rate of pay presumes that the Employer offers an incentive or commission plan by which the Service Salesmen have the opportunity to earn commissions or bonuses

SUPPLEMENTAL AGREEMENT "B"

THIS AGREEMENT made and entered into this first day of June, 1960, as a Supplement to and part of the provisions of the Master Agreement attached, entered into on the same date by and between EAST BAY MOTOR CAR DEALERS, INC., a corporation, first party hereinafter called EMPLOYER, and AUTO PAINTERS' LOCAL No. 1176, Brotherhood of Painters, Decorators and Paperhangers of America, second party, hereinafter called the UNION, an affiliate of the East Bay Automotive Council.

WITNESSETH:

In consideration of the premises, and of the respective promises, agreements and covenants of said parties hereto, they do hereby mutually agree as follows, to-wit:

SECTION I

HOURS: Employees performing work under the jurisdiction of AUTO

in addition to the minimum monthly wage herein provided or are being paid a salary sufficiently above the minimum wage herein provided to compensate the employee for the ninth hour in any regular work day. If no incentive, bonus or wage in excess of the minimum herein provided is offered a Service Salesman he shall be paid for the ninth hour of any regular work day at the rate of time and one-half (1½) his regular rate of pay.

ARTICLE "D"

TERMS OF SUPPLEMENTAL AGREEMENT: This Agreement shall be in full force and effect for the period and subject to the conditions of Section XX titled "Effective and Anniversary Date" of the Master Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this 1st day of June, 1960.

EMPLOYER

EDWARD GOLDIE
President

ED SLUSSER
Secretary

EAST BAY AUTOMOTIVE MACHINISTS, LODGE 1546

E. H. VERNON
General Business Representative

department, or employ a full time painter, only one combination metalman-painter may be employed therein, for the exclusive purpose of performing such minor paint jobs, such as: spot-work on fenders and body touch-up, but in no event shall said combination metalman perform a complete paint job. All metal work shall be performed by members of Lodge No. 1546, I. A. of M.

It is agreed by the parties hereto, that there shall be no one employed in paint departments with the above exceptions other than Journeymen Automotive Painters, members of Local No. 1176 parties to this agreement. No combination metalman shall be used in paint departments or in any shop for the exclusive purpose of performing complete paint jobs.

Working foremen shall receive not less than ten percent (10%) above the minimum wage scale for journeymen.

SECTION IV

TERMS OF SUPPLEMENTAL AGREEMENT: This Agreement shall be in full force and effect for the period and subject to the conditions of Section XX titled "Effective and Anniversary Date" of the Master Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this 1st day of June, 1960.

EMPLOYER

EDWARD GOLDIE
President

ED SLUSSER
Secretary

AUTO PAINTERS, LOCAL No. 1176

LESLIE K. MOORE

PAINTERS' LOCAL No. 1176, shall work only under Section XII as described in the Master Agreement. All other time will be overtime.

SECTION II

OVERTIME RATE: All work performed in excess of eight (8) hours in any one day, will be paid for at the rate of time and one-half for the first three hours, and double time thereafter.

SECTION III

CLASSIFICATION AND WAGE SCALES: All journeymen employed shall be classified as follows: Spraymen, Colormatchers, Stripers, Sanders and Rubbers. The minimum wage rate for all journeymen shall be: Twenty Five Dollars and Forty Cents (\$25.40) per day.

In such Dealer establishments covered by this agreement, or shops that may be too small to have a paint

SUPPLEMENTAL AGREEMENT "C"

THIS AGREEMENT made and entered into this first day of June, 1960, as a supplement to and part of the provisions of the Master Agreement to which this supplement is attached, by and between EAST BAY MOTOR CAR DEALERS, INC., a corporation, first party, hereinafter called Employer; and the TEAMSTERS AUTOMOTIVE EMPLOYEES' UNION, LOCAL No. 78, second party, hereinafter called the Union, affiliate of EAST BAY AUTOMOTIVE COUNCIL.

WITNESSETH:

In consideration of the premises and of the respective promises, agreements and covenants of said parties hereto, they do hereby mutually agree as follows, to-wit:

SECTION I

JURISDICTION & JOB CLASSIFICATION OF TEAMSTERS AUTOMOTIVE EMPLOYEES' UNION, LOCAL No. 78: 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.

SECTION II

MINIMUM WAGE RATES: The Employer agrees that the following schedule of minimum wages shall be maintained by the Employer and the Union during the period of this Agreement.

- (a) Underseal Applicators (chassis only) \$21.75 per day
- (b) Combination Underseal Applicators and Lubricators, Washers and Polishers\$21.20 per day
- (c) Car Unloaders\$20.65 per day
- (d) Lubricators, Tow Truck Operators, Washers, Polishers and Tire Changers; Battery Service Men\$20.65 per day
- (e) Used Car Lot Attendants Monday through Friday\$20.65 per day
Saturday only\$24.85 per day
(It is expressly understood and agreed that only an employee who has worked the regular work week Monday

through Friday as a Used Car Lot Attendant is eligible for work on Saturdays at the rate above provided. The regular rate of pay for Saturdays provided by this Agreement shall apply to an employee who has not worked as a Used Car Lot Attendant the preceding five (5) days of the regular work week.)

- (f) Combination Men ..\$20.65 per day
- (g) Utility Men\$19.45 per day
- (h) Motorcycle Pickup and Delivery Men ..\$19.45 per day
- (i) Automotive Janitors & Car Parking Attendants\$18.20 per day
- (j) Service Salesmen (other than journeymen mechanics). Those hired prior to May 12, 1955\$476.60 per mo.
Those hired May 12, 1955 and thereafter\$460.55 per mo.

It is expressly understood and agreed by both parties that wages specified in the Agreement are minimum wages and nothing herein prohibits an Employer from paying a higher rate of wages.

SECTION III

(a) **WORKING HOURS AND WORK WEEK:** Employees performing work under the jurisdiction of the Teamsters Automotive Employees' Union Local 78, shall work only in accordance with provisions of Section XII of the Master Agreement, except that:

(b) **SATURDAY WORK APPLYING TO USED CAR LOT ATTENDANT ONLY:** 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-quarter (1/4) the rate of pay set forth in Section II of this Supplemental Agreement "C."

SECTION IV

OVERTIME RATE: All work performed in excess of eight (8) hours in any one day, will be paid for at the rate of time and one-half (1/2) for the first three (3) hours, and double (2) time thereafter.

SECTION V

JOB CLASSIFICATIONS: An **UNDERSEAL APPLICATOR** is one who underseals automobiles, trucks or buses in or around the lubrication department or the wash racks.

A CAR UNLOADER: is one who unloads and services automobiles and trucks out of a freight car or truck.

A LUBRICATOR: is one who lubricates, greases, oils, changes motor oil, changes transmission and differential greases, fills shock absorbers, sprays springs, adds hydraulic fluid, lubricates wheel bearings, or any other duty pertaining to the lubrication of an automobile, truck or bus.

AN AUTOMOBILE WASHER: is one who washes automobiles, trucks or buses, steam cleans automobiles, trucks or buses, washes or cleans upholstery or any other part of the interior of an automobile.

A POLISHER: is one who uses wax, liquid polish or any other compound for the purpose of cleaning, polishing the body finish of any automobile, truck or bus. This does not include any rub-down on new paint jobs.

A USED CAR LOT ATTENDANT: is one who performs any work falling within the job classifications of the Union and who performs this work on a used car lot maintained and operated by the Employer.

A COMBINATION MAN: is one who can do lubricating, washing and polishing and whose regular work assignment is 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.

AN AUTOMOTIVE JANITOR: is one who does janitorial work in and around the premises of the Employer, and whose duties do not include any lubricating, washing, polishing or tow truck work.

A CAR PARKING ATTENDANT: is one who moves or parks cars as required in or about the Service Department of the Employer.

DEFINITION OF SERVICE SALESMAN: For the purpose of this Supplemental Agreement, a "Service Salesman" is any employee member of the Union signatory hereto, who is regularly and exclusively assigned to the work of tower operator, dispatcher or the writing of service and repair orders.

(a) Only Journeymen regularly and exclusively assigned as Service Sales-

men are covered by this sub-section, and it is not intended to be applicable to journeymen assigned as Service Salesmen on a part time basis.

(b) 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 the historic practice of the industry, may also be done by any other person required to perform such services in addition to the regularly scheduled duties of his job assignment.

(c) The Employer shall be the sole judge of the merits and fitness of Service Salesmen for the job, and shall have complete freedom in hiring and firing, subject only to the following exception: 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 Section III (d), in which limited event the grievance procedure of the Master Agreement shall be applicable.

(d) Service Salesmen may be required to work nine (9) hours in any regular work day Monday through Friday at straight time rate of pay, 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 nine (9) hours of work at

straight time rate of pay presumes that the Employer offers an incentive or commission plan by which the Service Salesmen have the opportunity to earn commissions or bonuses in addition to the minimum monthly wage herein provided or are being paid a salary sufficiently above the minimum wage herein provided to compensate the employee for the ninth hour in any regular work day. If no incentive, bonus or wage in excess of the minimum herein provided is offered a Service Salesman, he shall be paid for the ninth hour of any regular work day at the rate of time and one-half (1½) his regular rate of pay.

SECTION VI

TERMS OF SUPPLEMENTAL AGREEMENT: This Agreement shall be in full force and effect for the period and subject to the conditions of Section XX of the Master Agreement titled "Effective and Anniversary Date" of the Master Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this 1st day of June, 1960.

EMPLOYER

EDWARD GOLDIE
President

ED SLUSSER
Secretary

TEAMSTERS AUTOMOTIVE EMPLOYEES UNION, LOCAL 78

WM. F. YORK

benefits and additional benefits to be provided at an additional premium cost to the Employer not in excess of \$3.00 per month above that heretofore established and determined. The added benefits herein provided shall become effective as soon as revisions of the Policy can be accomplished, the effective date to be determined by the Trustees.

(b) **Administration:** It is understood and 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 East Bay Motor Car Dealers, Inc., provided said manager shall be deemed by the Trustees to be qualified for such office. It shall be the duty of the Administrator to manage and administer the Group Insurance Plan to the satisfaction of the Trustees, it being understood and agreed that in the performance of his duties the Administrator shall arrange for suitable facilities in the office of East Bay Motor Car Dealers, Inc., for the administration of the Trust and meetings of the Board of Trustees. In addition, the Administrator shall have and assume full and complete authority in the hiring, firing, supervising and directing of such employees as may be required to assist him in the administration of the Trust.

It is understood and agreed that in addition to Employer premium contributions necessary to purchase the Benefits herein provided, the Trustees may require from the Employers participating in the Plan such contributions as may be necessary and reasonable for the efficient operation of the Trust and attendant operating expenses.

(c) 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.

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 em-

SUPPLEMENTAL AGREEMENT "D"

GROUP INSURANCE, HOSPITAL AND MEDICAL PLAN

(Employees and Dependents may refer to the Group Insurance booklet for a description of the Hospital, Medical, Surgical and Life Insurance benefits made available under terms of the Bargaining Agreement. In the event Employees have not received a copy of the Group Insurance booklet they should make inquiry of their Employer, or make inquiry of the Trustees of East Bay Motor Car Dealers Welfare Plan.)

(a) It is understood and agreed that the minimum Group Insurance, Hospitalization, Surgical and Medical Benefits herein granted to Union employees working under the jurisdiction of this Agreement shall be purchased and administered as provided in that certain document known and designated as the TRUST AGREEMENT OF THE EAST BAY MOTOR CAR DEALERS WELFARE

PLAN. The benefits herein provided shall be those benefits set forth in the Group Policy issued to the Trustees of Eastbay Motor Car Dealers Welfare Fund by Occidental Life Insurance Company of California, said Policy being dated and executed June 1, 1955; and described in that Certain Certificate Booklet issued by the Trustees to insured Individuals and designated GROUP INSURANCE BENEFITS FOR EMPLOYEES AND THEIR DEPENDENTS OF EMPLOYERS PARTICIPATING IN THE EAST BAY MOTOR CAR DEALERS JOINT WELFARE FUND (GMD-4306 ED MARCH 3, 1959). In addition, the benefits herein provided shall be such added benefits as the Trustees of the Fund shall deem necessary and appropriate to provide liberalization of the said Welfare Plan, and specifically to provide Union employees working under the jurisdiction of this Agreement with catastrophic Major Medical benefits, such liberalization of

ployees 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. (Section IX.)

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 Board of 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 will be continued on such employees during such time as the employee is on leave of 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.

Made and entered into at Oakland, California, this first day of June, 1960.

EMPLOYER

EDWARD GOLDIE

President

ED SLUSSER

Secretary

EAST BAY AUTOMOTIVE COUNCIL

E. H. VERNON

President

EAST BAY AUTOMOTIVE MACHINISTS, LODGE 1546

E. H. VERNON

General Business Representative

AUTO PAINTERS, LOCAL No. 1176

LESLIE K. MOORE

TEAMSTERS AUTOMOTIVE EMPLOYEES UNION, LOCAL 78

WM. F. YORK

SUPPLEMENTAL AGREEMENT "E"

Whereas, on or about July 1, 1956, the undersigned parties entered into a Supplemental Collective Bargaining Agreement which provided generally that East Bay Motor Car Dealers, Inc., effective July 1, 1956, became a party "Employer" to and bound by the provisions of that certain Pension Trust Agreement made and entered into as of the first day of September, 1955, and effective February 9, 1956, by and between Automotive Industries, Inc., et al., and East Bay Automotive Machinists Lodge No. 1546, et al., and that for and during the period commencing July 1, 1956 and continuing for a period of five (5) years ending July 1, 1961, the total liability of each member of East Bay Motor Car Dealers, Inc., should be to pay to the Trustees of the Automotive Industries Pension Trust Fund the maximum amount of five (\$5.00) dollars per month for each employee covered by and included within the bargaining unit set forth in the collective bargaining agreement made and entered into between the said parties on May 11, 1955, and,

Whereas, pursuant to negotiations held and understandings arrived at the undersigned parties desire to amend the Supplemental Collective Bargaining Agreement above referred to by this Supplemental Agreement "E" which shall hereafter provide and cover the rights, duties and obligations of the undersigned parties for and during the period commencing June 1, 1960, and ending June 1, 1967.

Now, therefore, it is understood and agreed by and between the undersigned as follows:

1. For and during the period commencing June 1, 1960, and ending June 1, 1962, the total liability of each member of East Bay Motor Car Dealers, Inc., shall be to pay to the Trustees of the Automotive Industries Pension Trust Fund the maximum amount of five (\$5.00) dollars per month (maximum per employee sixty (\$60.00) 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, 1960, 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.

2. For and during the period commencing June 1, 1962, and ending June 1, 1967, the total liability of each member of East Bay Motor Car

Dealers, Inc., shall be to pay to the Trustees of the Automotive Industries Pension Trust Fund the maximum amount of seventeen and one-half (\$17.50) dollars per month (maximum per employee Two Hundred Ten (\$210.00) 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, 1960, 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.

3. The undersigned, East Bay Motor Car Dealers, Inc., shall designate an individual as Trustee, which said person shall serve and represent said Association and its members on the Board of Trustees of the Automotive Industries Pension Trust Fund.

4. It is recognized that this Supplemental Agreement "E" is by its terms effective for a term greater in length of time than that provided for in the Master Collective Bargaining Agreement to which it is Supplemental. It is specifically understood and agreed by the undersigned that irrespective thereof this Supplemental Agreement "E" shall be effective and binding upon the parties signatory hereto in accordance with the terms and for the period set forth herein.

Made and entered into at Oakland, California this first day of June, 1960.

EMPLOYER

EDWARD GOLDIE
President

ED SLUSSER
Secretary

EAST BAY AUTOMOTIVE COUNCIL

E. H. VERNON

EAST BAY AUTOMOTIVE MACHINISTS, LODGE 1546

E. H. VERNON

AUTO PAINTERS, LOCAL No. 1176

LESLIE K. MOORE

TEAMSTERS AUTOMOTIVE EMPLOYEES UNION, LOCAL 78

WM. F. YORK

U. S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON 25, D. C.

August 8, 1962

Mr. William F. York, Secretary
International Brotherhood of Teamsters, Chauffeurs,
Warehousemen and Helpers of America, Local #78
2315 Valdez Street -- Room 201
Oakland 12, California

Dear Mr. York:

We have in our file of collective bargaining agreements a copy of your agreement(s) with the East Bay Motor Car Dealers, Inc. This agreement expired May 1961.

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 300
- 2. Number and location of establishments covered by agreement 48

3. Product, service, or type of business Service

4. If previous agreement has been extended without change, indicate new expiration date

W F York
(Your name)
2315 VALDEZ ST.
(Street)

Acty Trean
(Position)
OAKLAND, CALIF.
(City and State)

Mr. Duncan said the agent covers 1200 men in the area. 800 of which are IAW members.

SEP 19 1962