

Apprentice time is to be divided as nearly as possible among all departments.

7. Outside Rules—Outside machinists shall receive a minimum rate of \$1.25 per hour, except in locations outside of New York City where the local rate is higher, in which case they shall receive the established local rate.

8. When outside men must remain away from home overnight they shall be allowed transportation, including sleepers, if any; their meals on the train; and while on location at the job, \$4.50 per day for living expenses and an allowance of \$1 per week for laundry.

9. Where outside machinists are expected to travel from their homes to jobs out of New York City, but within convenient distance for returning home at night, they shall deliver as nearly as possible eight (8) hours actual work on the job and shall be paid, in addition to transportation, ten (10) hours pay at the outside rate, plus 75 cents for luncheon. Where the work amounts to less than one day, they shall be paid at the outside rate from the time they leave New York City until they again arrive in New York City.

10. Forty (40) hours' work consisting of five (5) days of not more than eight (8) hours per day shall constitute a week's work. Where more than one shift is employed in the factory, each shift shall be operated on a straight eight (8) hour basis and the second shift shall start upon the termination of the first shift.

11. Hours worked in the factory in addition to the regular eight (8) hour per day schedule shall be paid for at the rate of one and one-half time for the first four (4) hours and thereafter at double time.

12. On outside work all overtime worked shall be paid at the rate of double time.

13. All time worked in the factory on Saturdays, Sundays or the following holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Thanksgiving Day and Christmas Day, shall be paid for at the rate of double time.

13a. Exception—In order to avoid and reduce lay-offs or shut-downs caused by accidents to plant or maintenance requirements R. Hoe & Co., Inc., shall have the right to do such work in accordance with existing schedules as in practice by R. Hoe & Co., Inc., prior to the date of this agreement.

14. This agreement shall continue in effect until January 1, 1937, and shall continue thereafter unless either party desires a change.

15. In case either party desires a change after January 1, 1937, written notice shall be given to the other party three (3) months before the expiration of this agreement and conferences for a mutually satisfactory adjustment shall be arranged for within ten (10) days upon receipt of such notice. In case no notice is given by either party before January 1, 1937, the rates prevailing shall continue, it being the intention as nearly as possible to establish rates at least three (3) months in advance.

16. There shall be no strike or lockout during the life of this agreement. All disputes shall be settled by meetings in conference.

Dated May, 14, 1936.

R. HOE & CO., INC.
(Signed) F. L. McCARTY,
President.

INTERNATIONAL ASSOCIATION OF
MACHINISTS, DISTRICT NO. 15.

(Signed) ALFRED PEABODY,
Business Representative.

(Signed) CHARLES HOPKINS,
Committee Chairman.

(Signed) STANLEY LINDQUIST,
Committee Vice Chairman.

Attest:

(Signed) A. O. WHARTON,
International President,
International Association of Machinists.

Oakland, Calif.

East Bay Motor Car Dealers Association—Labor
Memorandum

Effective May 11, 1936, all members of the East Bay Motor Car Dealers Association operating within the cities of Oakland, Berkeley, Alameda, Emeryville, Albany and San Leandro, hereby agree to operate as per the following specifications covering wage rates and working conditions of employees within the following classifications:

1. Journeymen, auto mechanics, auto machinists, electrical machinists, welders, fender, body and radiator repairmen, trimmers and apprentices. These journeymen shall have served an apprenticeship or otherwise acquired the knowledge, experience and ability to perform work assigned them within a reasonable time and in a satisfactory manner. Apprentices are those who have been employed to learn the trade. They will be given full opportunity to do so and be advanced as rapidly as their knowledge and fitness merit. One (1) apprentice for each five (5) journeymen employed in each shop.

2. Eight (8) hours worked within a spread of not to exceed nine (9) hours from 8 a. m. to 6 p. m. shall constitute a day's work. Forty hours shall constitute a week's work.

3. Mechanics will be paid a minimum base rate of 90 cents per hour. Fender, body, and radiator repair men, \$1 per hour. There shall be no reduction in the wages of any men classified.

4. Apprentices will be paid as follows:

First year, 45 cents per hour; second year, 60 cents per hour; and third year, 75 cents per hour. It is agreed that apprentices during the first six (6) months of employment, may be hired at a wage at the discretion of the employer. At the expiration of that period, he is to receive the regular hourly rate established for apprentices under this agreement.

5. Mechanics starting work shall not receive less than one half day's pay for four (4) hours' work or less and thereafter shall be paid for time worked.

6. On all productive overtime jobs and overtime used car reconditioning, the mechanics shall be paid time and one-half for first four (4) hours and double time beyond four (4) hours. Sundays and holidays shall be considered as overtime at double time rates.

7. The following days shall be considered holidays: New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Armistice Day, Thanksgiving Day and Christmas. When any such holidays fall on Sunday, the day observed by the State or nation shall be considered as a holiday and paid for as such.

8. Roadwork shall be paid for at straight time, plus expenses, subject to usual overtime provisions specified above.

9. When men are required, dealers shall give preference to qualified mechanics made available through the local Auto Mechanic Union No. 1546, and judgment as to their competency shall rest with the dealer. It is obvious that local residents should be given preference.

10. All contacting with employees must be made through the dealer, his Manager or Service Superintendent.

11. All of these provisions shall remain in effect for one (1) year.

It is understood that this program calls for all parties thereto to live up to the requirements set forth above in order that mutually satisfactory working conditions may be established and maintained between employer and employee. Should any violations develop they will be promptly acted upon in a manner such as will correct the situation and positively prevent recurrence. In line with these thoughts, the following members affix their signatures as evidence of their acceptance of the foregoing and their agreement to fully live up to all provisions and furthermore agree to accept whatever penalties the Labor Relations Committee of the East Bay Motor Car Dealers Association may find necessary to impose in the event of violations.