

FLU 412-181
CONFIDENTIAL

A.L.U. # 21991

Pittsburgh, Pa.

X-3-31-42

To Be Returned
To Conciliator

THIS AGREEMENT

MADE AND ENTERED INTO AT PITTSBURGH, PENNSYLVANIA, THIS FIRST DAY OF APRIL, 1941, BY AND BETWEEN THE RETAIL AUTOMOBILE SALESMEN'S UNION #21991 of Pittsburgh, Pennsylvania, an affiliate of the American Federation of Labor, which for the purpose of this agreement shall be referred to as the UNION, EMPLOYEE, EMPLOYEES or SALESMEN, and the DONALDSON MOTOR COMPANY, hereinafter referred to as the EMPLOYER, DEALER or COMPANY.

WITNESSETH

WHEREAS, the RETAIL AUTOMOBILE SALESMEN'S UNION #21991 represents the retail automobile salesmen of the said Employer; and

WHEREAS, the parties hereto desire to cooperate in improving the conditions of the Automobile Industry and to provide methods of peaceful adjustment of all disputes that may arise between the Employer and the Salesmen in order to insure uninterrupted operation and general stabilization of the business of the Employer during the term of this agreement, and it being the intention of both parties to this agreement, to be legally bound by the provisions, hereby agree as follows:

ARTICLE I.

The Union agrees to exercise its influence to advance the interest of the Employer as an Employer of Union Labor.

ARTICLE II.

All new and used car salesmen now employed by the dealer shall become members of the Union within fifteen days of the date hereof and all new and used car salesmen employed by the dealer during the term of this agreement, or any extension hereof, shall become members of the Union within fifteen days of their employment by the dealer. The Union agrees that any person em-

ployed by the employer as a new or used car salesman shall be admitted to the Union upon application and the payment of initiation and dues, provided, they qualify under the present by-laws of the Union.

ARTICLE III.

The employer agrees that all establishments under its management, supervision or jurisdiction, covered by this agreement shall close at the following time: All day Sundays, all day on the following Holidays: New Year's Day, Decoration Day, Independence Day, Labor Day, Armistice Day, Thanksgiving Day and Christmas Day.

The Employer also agrees to close at 10:00 P. M. on the following days: Monday, Tuesday, Wednesday, Thursday, Friday and Saturday; provided, however, that this provision shall not apply for a seven day period immediately following the official announcement of a new model car when the Company's show rooms may remain open as long as is desired, including the Sunday of that seven day period, and provided further that the employer shall have the option of remaining open on any of the above days if the majority of the Auto Dealers in Allegheny County remain open.

ARTICLE IV.

The employer agrees that compensation for the salesman employed by him shall be in accordance with the schedule marked Exhibit "A" and attached hereto and which schedule when agreed to shall become and be an integral part of this agreement.

ARTICLE V.

It is further understood and agreed that it will be considered a violation of this agreement to offer salesman a flat rate or part commission of any deal whatsoever except fleet owners (operating three or more units) and sales to taxi cab operators. The employer agrees not to pay any compensation of any nature for the sale of new or used automobiles to any persons, other than its regularly employed new and used car salesmen. It is understood that prospects for new and used cars brought-in by regular employees other than salesmen shall be turned over to the salesman in alphabetical order, provided that if the prospect is desirous of an immediate contact and the proper salesman is not available, the prospect may be turned over to the salesman on the floor next in order, alphabetically. The salesman to whom the prospect is thus given shall lose his next turn and the absent salesman shall be entitled to receive the next prospect. It is further understood that new car prospects shall be referred to new car salesmen and used car prospects to used car salesmen. The dealer agrees, however, that he shall not employ any so-called "house bird dogs", that is to say, persons to solicit prospects and refer them to officers of the Company for the purpose of saving the salesman's commission in the purchase of a car. The Employer further agrees that all telephone inquiries concerning automobiles, where the

inquirer does not ask for a particular salesman, shall be referred to the salesman on the floor at the time of such inquiry in the manner hereinbefore set forth; and that all persons coming into its place of business, who do not ask for a particular person, shall be referred to the salesman on the floor at the time. It is the intent of this agreement that the officials of the Employer or the Employer shall not sell automobiles to any persons in order to save the salesman's commission, and that such persons shall be turned over to the salesman on the floor at the time in the manner herein set forth.

ARTICLE VI.

Any person who has had forty-five days' continuous service selling automobiles shall be classified as an automobile salesman, and shall become a member of the Union when so employed by the Dealer. Persons with less than this specified time may be classified as Junior Salesmen. Junior Salesmen may be apportioned by the employer of one such salesman to every five regular salesmen, but in no case shall more than three Junior Salesmen be on the employer's staff at any one time. All Salesmen shall be members of the Union in good standing during the life of this agreement or any extension thereof.

ARTICLE VII.

The employer agrees to furnish transportation twenty-four hours per day for all salesmen. New car salesmen to be furnished with current models without cost to the salesmen. Used car salesmen shall be furnished models not more than three years older than the current model of such make. Five gallons of gas on new cars sold to be furnished by the employer, as shall oil be furnished as needed, both without cost to the salesman. Such cars shall be lubricated every 1,000 miles and washed if needed without cost to the salesmen. The employer may require salesmen of new cars to post a cash bond of Twenty-five (\$25.00) or Fifty (\$50.00) Dollars to cover the deductible insurance carried on the car. Such cash bond shall be deducted at the rate of Five (\$5.00) Dollars per pay until the amount of Twenty-five (\$25.00) or Fifty (\$50.00) Dollars has been posted. Such cash bond shall be returned to the salesman upon his leaving the employ of the Dealer if there has been no charge against the deposit or forfeit.

ARTICLE VIII.

It is further understood and agreed to by the Employer that the floor periods shall be divided equally among the salesmen appearing on the payrolls, provided, that the dealer shall be entitled to penalize a salesman failing to follow established policy and reasonable rules and regulations prescribed by the employer

which may be, by temporarily withholding floor periods. Any salesmen employed by the Employer, taking deals or attempting to take deals to dealers other than the Dealer employing him, shall be liable for summary dismissal and shall forfeit all rights under this contract.

ARTICLE IX.

There shall be no strikes, secession of working, picketing of the Employer by the Union, or any lock-out by the Employer at any time during the life of this agreement unless the employer shall have been found guilty of violating this agreement by the Board of Arbitration hereinafter provided for, or shall have failed to do its part in procuring such decisions. It is further agreed that if any member of said Union shall strike or picket the Employer in violation of the above provisions, then such members shall be forthwith expelled from the Union and may be immediately discharged by the employer.

ARTICLE X.

It is agreed between the parties hereto that any grievance arising between the Union and the Employer shall first be adjusted, if possible, between the Union and the Employer without any unnecessary delay. In the event, however, that the Employer and the Union are unable to promptly adjust such grievance, same shall then be referred to arbitration. The Employer and the Union shall each select an arbitrator and the two so chosen shall select a third. In the event that the two arbitrators representing the Employer and the Union cannot within forty-eight hours agree upon the selection of a third arbitrator, then the Presiding Judge of the Court of Common Pleas of Allegheny County shall be requested to appoint a disinterested third arbitrator, and, after hearing of the grievance by this Board of Arbitrators, the decision of the majority thereof shall be final and binding upon all parties. The decision of the Board shall be rendered within ten days after the hearing on the alleged grievance has been commenced. The Company agrees to pay any and all expenses that may be caused by the necessity of arbitration.

ARTICLE XI.

The employer agrees that in the event it becomes necessary to lay off any of the salesmen such layoffs shall be according to seniority preference (based on length of service from the date of last continuous employment of any employee) at all times. In the rehiring of the employees, seniority preference shall prevail if such employees are available.

ARTICLE XII.

This agreement shall remain in full force and effect from April 1, 1941, until midnight March 31, 1942, and thereafter until succeeded by another agreement. It is understood that either party may notify the other party of a desire to change, modify or terminate this agreement, provided, however, that a written notice is given thirty days prior to the expiration of any contract.

WITNESS the due execution hereof the day and year first above written.

DONALDSON MOTOR COMPANY,

RETAIL AUTOMOBILE SALESMEN'S
UNION #21991,

By _____

By _____

DEPARTMENT OF
LABOR
BY AGENT
MAY 21 1942

EXHIBIT "A".

All new and used car salesmen shall receive a salary of Twenty-five (\$25.00) Dollars per week and the following commissions:

2%	on all net sales up to \$10,000.00
3%	on all net sales from \$10,000.00 to \$20,000.00
4%	" " " " " 20,000.00 " 25,000.00
5%	" " " " " 25,000.00 " 30,000.00
7%	" " " " over 30,000.00

Junior Salesmen shall be paid only 7% commission on all net sales. All commissions due Salesmen from the sale of cars shall be paid monthly. Salesmen shall receive their commissions as of the month in which the sale were completed. Such commissions shall be paid by the seventh of the succeeding calendar month.

Automobiles furnished to the salesmen shall be kept in good condition and any mechanical repairs shall be done at no expense to the salesmen, unless damage is occasioned to a used car through the negligence of a used car salesman.

Salesmen having been employed for one year or more shall be entitled to one week's vacation with weekly salary, and those salesmen employed five years or more shall receive two weeks' vacation with weekly salary.