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Machinists #1363
Cleveland, Ohio
9-1-40

CONFIDENTIAL

AGREEMENT

This AGREEMENT made and entered into at Cleveland, Ohio this 5th day of September, 1939, by and between the dealers signatory to this agreement, hereinafter referred to as the employer, and the following organizations affiliated with the American Federation of Labor:- *Cleveland Auto Dealers Cleveland, Ohio.*

Auto Mechanics Local Union No. 1363, of District No. 54,
International Association of Machinists;
Federal Labor Union No. 20464, Automobile Washers and Car Porters;
United Automobile Workers Federal Labor Union No. 18671,

For and on behalf of those employees of said Dealers, who are or may be members of any of said unions, during the life of this agreement and who are classified as follows:

1. EMPLOYEES COVERED, THEIR QUALIFICATIONS AND DUTIES:-

A. AUTO MECHANICS, AUTO ELECTRICIANS, CARBURETOR, FENDER, BODY AND RADIATOR REPAIR MEN, BODY REBUILDERS, CAR PAINTERS, TRIMMERS, TIRE REPAIRMEN, AUTO BLACKSMITHS, SPECIALISTS:

Who have served four years at the auto mechanics trade, or any specialized branch thereof, and are qualified to perform the following operations shall be classified as journeymen mechanics. They shall perform the following work: the maintenance, repair, dismantling and rebuilding of electric and internal combustion motor vehicles, chassis and parts thereof, including starting, lighting, ignition, carburetor and battery work; the repairing and adjusting, relining and servicing of brakes, installation of radios and car heating systems, axle and frame straightening, wheel aligning, installation and repairs on speedometers, windshield wipers and all other accessories, removing and replacing and repairing of radiators, hoods, pans, and fenders, lamps and all machine work and welding in connection with maintenance and repair work, maintenance and repairing of bodies and doors, fenders, running boards, seats, body frames, wheels; tires; painting; spraying and striping of automobiles and trucks; trimming; towing in of wrecked cars, and other road service, and all inspections and service work of new and used cars. (See Supplement #1 re future negotiation on 'tire repairmen'). (1)

B. LUBRICATION MEN:-

Shall be qualified to perform and shall perform the following operations; the expert greasing and oiling of automobiles, checking of batteries, checking of anti-freeze and checking of tires.

C. GARAGE MEN, PORTERS, MOTORCYCLE RIDERS AND NIGHT WATCHMEN:-

Shall be qualified to perform and shall perform the following operations; cleaning floors, walls, benches, sweeping and general porter work; picking up and delivering cars when no mechanical work is involved; pumping gasoline, filling radiators, chasing parts, car shifting, installing and changing license plates, motorcycle riding and night watching.

D. CAR WASHERS:-

Shall be qualified to perform and shall perform the following operations; washing, simonizing and polishing of cars, also cleaning of parts.

E. COMBINATION MEN:-

Shall include not more than two employees in one garage who are qualified and who shall perform the following operations; washing, simonizing, wiping off cars, chasing parts, cleaning parts, polishing of cars, garage maintenance work, motorcycle riding, and such other manual work not otherwise provided for in this agreement.

F. SPECIALIST:-

A craftsman employed as a specialist shall not be required to service or repair motor vehicles other than those sold and serviced by his employer, or work on any operation beyond his specialization unless he is qualified.

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2. HOURS, WAGES AND WORKING CONDITIONS

The employer will maintain the following hours, wages and working conditions:

A. HOURS OF WORK:-

Forty (40) hours will constitute a regular week's work for auto mechanics, auto electricians, carburetor, fender, body and radiator repairmen, body rebuilders, car painters, trimmers, auto blacksmiths, tire repairmen and specialists. (See supplement #1 re future negotiations on 'tire repairmen').

Forty-four (44) hours will constitute a regular week's work for testers, lubrication men, garage men, porters and car washers; except that where there is only one porter or combination man, and one car washer, they may work forty-eight (48) hours.

It is agreed that employers will furnish car washers all sponges, chamois, boots and aprons, necessary in the performance of their duties.

Eight (8) consecutive hours will constitute a regular shift.

The day shift shall consist of eight (8) consecutive hours between 8 a.m. and 6 p.m. with a half hour out for lunch.

All work performed on a regular 8-hour shift terminating after 6 p.m. will be considered as night shift work. Men working on night shifts will receive ten percent (10%) additional to the wage scale established.

B. RATES OF PAY:-

(a) In Ford Dealerships

Mechanics, lubrication men and car washers shall be paid on an hourly basis or at the rate of forty-eight percent (48%) of the repair labor schedule based on a minimum of two dollars (\$2.00) per hour. Journeymen mechanics, whether working on a percentage basis or hourly rate basis, will be guaranteed thirty-four dollars (\$34.00) for 40 hours.

The following scale of wages shall be paid employees when working on a minimum hourly rate:-

Auto Mechanics or Machinists	\$0.85 per hour
Painters, Body Men	.85 per hour
Lubrication Men	.60 per hour
Car washers, Garage Men and Porters	.50 per hour
Used Car Mechanics	.85 per hour

Any of said employees who were receiving wages higher than these rates on April 30, 1938, shall receive the rate which he received on that date. Other service employees shall receive the rate of wages which they received on April 30, 1938.

The labor schedule referred to is the labor schedule upon which prices were based during the year 1937.

(b) In All Other Shops

Such employees may be paid upon a percentage basis or hourly rate basis, but in any event will be guaranteed the following weekly earnings:-

Journeymen auto mechanics, body rebuilders, car painters, and auto blacksmiths.....	\$34.00 for 40 hours
Lubrication Men.....	\$26.40 for 44 hours
Car Washers, porters and garage men.....	\$22.00 for 44 hours

These guarantees also shall apply in Ford Dealerships.

Employees in the following classifications may be paid upon percentage basis:- auto mechanics, body rebuilders, car painters and auto blacksmiths will be paid 45% of any repair labor schedule where each operation is based on a schedule of a minimum of \$2.25 per hour, or 50% if a minimum of \$2.00 per hour is charged.

Such of the classified employees above mentioned when working on straight time basis will be paid on the following minimum hourly rate:-

Journeyman auto mechanics, body rebuilders, car painters and auto blacksmiths.....	90¢ per hour
Lubrication men.....	60¢ per hour
Car washers, porters and garage men.....	50¢ per hour

The labor schedules referred to are the labor schedules upon which prices were based during the year 1937.

(c) Additional General Wage Provisions

The choice of the percentage or hourly basis of paying employees, once it is established in any dealership shall not be changed during the term hereof, except by mutual consent of the employer and employees.

To any new operations for the 1939 cars not listed on the current charts now in use, factory time schedules shall apply.

All labor operations not listed in repair labor schedules will be charged for at not less than the prevailing flat rate per hour.

The highest piece work rate or flat rate paid to car washers or combination men from October 3, 1938 to September 1, 1939 shall be the piece work or flat rate paid during the life of this agreement. (See Supplement #1 re future negotiation of wages and rates of pay in:

- (a) In Ford Dealerships
- (b) In All Other Shops
- (c) Additional General Wage Provisions).

3. REDUCED WEEKLY SCHEDULE:-

The minimum weekly wage scales and guarantees will be reduced proportionately for the weeks in which holidays occur.

Temporary employes, members of the above unions, will receive not less than one (1) day's pay when called.

Nothing herein is intended to prohibit the paying of a higher rate of pay at the discretion of an employer.

If it becomes necessary to reduce expenses, hours shall first be reduced to not less than thirty-two (32) hours per week before any employes are laid off. Guarantees will be reduced correspondingly. This paragraph applies only to hourly workers.

No reduction in the number of members of unions involved employed on a flat rate basis will be made until they have first been reduced to a four day per week basis. Guarantees will be reduced correspondingly.

4. SENIORITY

In case of lay-offs, employees who have seniority rights over employees in any lower classifications may transfer to these classifications provided they are qualified to perform the duties of these classifications. (See Supplement #1 (5) re future negotiation on this clause.)

Employees seniority rights shall apply to all additional garages opened and operated during the term hereof, by any employer herein. (See Supplement #1 (5) re future negotiation on this clause.)

When requested by the unions, the employer will so adjust the number of employees employed, so that said employees will receive the guarantees established for their classification in this agreement.

Seniority rights of members of the above named unions shall apply in all additional garages operated during the term hereof by any employer herein.

5. OVERTIME

Time and one-half will be paid for the first four hours' work performed by members of the above named unions before or after their regular schedule of hours. Double time to prevail thereafter.

All work performed on Sundays and the following holidays:- New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, will be paid for at the rate of double time. When any of the above holidays fall on Sunday, the day observed by the State or the Nation will be considered as the holiday and if worked, paid for accordingly.

6. UNIFORMS

The cost of laundering coveralls will be borne equally by the employer and the employee. If the employer requires the employees to make more than three (3) changes per week, the full cost of laundering all coveralls above three (3) per week will be borne by the employer. (See supplement #1 re future negotiations on this clause.) (6)

7. OUTSIDE LABOR

All labor referred to in paragraph 1-A, will be performed in the employer's place of business whenever practicable and provided equipment and space permits. (See supplement #1 re future negotiation on this clause.)

8. WORK ORDERS, ALLOTMENT, SUPERVISION

Members of the above named unions will not be asked to serve under service men who are not practical auto mechanics. These shall be able to perform the following operations or duties:- write repair orders and estimate repair jobs, diagnose repair work, road test and o.k. repair jobs, after they are completed by the mechanic.

There will be work orders written for all labor. In case the employer runs specials, that is, operations offered customers at prices below the flat rate scale, the members of the above named unions employed thereon will receive the regular amount of compensation provided for such operations. The service manager will distribute work equitably whether the members of the above named unions are on flat rate or on hourly rate.

9. SERVICE INSTRUCTION MEETINGS

It is agreed when members of the above named unions covered by this agreement are required to attend service instruction meetings during their regular schedule of working hours or on their scheduled day off, they shall be paid straight time.

Employes may be asked to attend on their own time not more than twelve (12) service instruction meetings per year and not more than three (3) in any one month.

Such meetings shall be conducted after working hours on the same day in which the employe has worked a shift.

Should the employer require attendance at more meetings than herein provided for, such meetings then shall be paid for at the rate of overtime.

Should such meetings be held outside the county and attendance be required by the employer, the employes covered by this agreement shall be paid straight time and traveling expense to and from such meetings.

10. SHOP REPRESENTATIVES

The members of the above named unions in any garage may choose from the regular members of the above named unions, a representative or steward to act on their behalf in such garage.

11. GRIEVANCES

All grievances shall be considered within two (2) working days.

In the event any employee is laid off or discharged and after investigation it is proven that such employee has been unfairly dealt with, said employee will be returned to work and will be paid for all time lost, provided his complaint was filed in writing with the service manager within forty-eight (48) hours after his discharge or lay-off.
(See supplement #1 re future negotiation of this clause.)

In the event of any grievances between the employer and employes, the employer and the employee's representatives agree to meet within forty-eight (48) hours for adjustment. In any event there shall be no cessation of work during the discussion.
(See supplement #1 re future negotiation of this clause.)

12. PAY-DAY HOURS

Employes if paid by check shall be paid two hours before bank closing hour.

13. LEAVE OF ABSENCE

A maximum of three (3) months leave of absence will be granted on one (1) week's notice.

The provisions herein shall apply not only to the present places of business of any employer represented herein, but to similar places of business opened hereafter and owned or operated by that employer during the period herein.

14. WAGES, HOURS AND WORKING CONDITIONS TO BE NEGOTIATED

Wages, hours and working conditions in effect from October 3, 1938, to September 1, 1939, and not otherwise provided for in this agreement, shall remain status quo unless during continued negotiations they are changed by mutual agreement, and shall then be made a part of this agreement.

It is mutually agreed that committees shall be appointed by the parties hereto and they shall meet within seven (7) days after the signing of this agreement to negotiate and mutually agree upon the time allotments and/or wage prices in the current factory labor schedules. These negotiations shall be concluded within thirty (30) days after the signing of this agreement, provided that by mutual consent this time limit may be extended. Upon conclusion of such negotiations, the time allotments and/or wage prices mutually agreed upon, shall immediately become effective and made a part of the current factory labor schedules.

Those time allotments and/or wage prices not mutually agreed upon shall not become effective, and the 1937 rates on those operations shall continue in full force and effect.

Supplemental Section #1

All clauses in the above agreement which are not followed by such references commencing with the words "See Supplement", etc., are hereby agreed upon. All clauses which are followed by the words "See Supplement", etc., are subject to negotiations which shall continue until not later than September 15, 1939, and if an agreement is reached as to any such clauses on or prior to that date, the same shall be embodied as a part of this agreement. If, however, agreement is not then reached as to a change in any such clause, then such clause as herein written shall stand as part of this agreement.

Further, there has been no agreement reached as to the following three subject matters, which are not contained in this agreement; namely, vacations with pay, union shop clause, or wage revision brought about by European crisis. If an agreement is reached on any one or more of these subject matters, it or they shall be included as part of this agreement. If agreement as to any one of these three subject matters is not reached on or before said date, this agreement shall stand without change as to any of said three subject matters.

This Supplemental Section refers to the following:

- (1) 'Tire Repairmen' as mentioned in paragraph 1-A and 2-A.
- (2) Vacations with pay.
- (3) Union shop clause.
- (4) All of the 'Rates of Pay' clause.
- (5) Seniority clauses not previously agreed upon, and indicated herein.
- (6) Uniforms.
- (7) Outside labor.
- (8) Grievance clauses not previously agreed upon, and indicated herein.
- (9) Car washers' wage rate.
- (10) Wage revision brought about by European crisis.

This AGREEMENT shall remain in effect until September 1, 1940, and for one year thereafter in the absence of thirty (30) days written notice of contrary intention given thirty (30) days prior to said date. During the said thirty (30) day period, but not later than ten (10) days after the receipt of such notice, conferences shall be held with a view of revising any of the terms hereinbefore mentioned and if differences still exist, by mutual consent, conferences may be continued. During the time of conferences the status quo shall be maintained.

The signatories to this Agreement are:

<u>Date</u>	<u>FOR THE EMPLOYEES</u>	<u>FOR THE EMPLOYERS</u>
September ,1939	Auto Mechanics Local No. 1363, District No. 54 International Association of Machinists By _____ And _____	September , 1939 The Ohio-Buick Company By _____ September , 1939 Downtown Chevrolet Motors, Inc By _____
September ,1939	Federal Labor Union No. 20464 By _____	September , 1939 Edgewater Chevrolet, Inc. By _____
September ,1939	United Automobile Workers Federal Union No. 18671 By _____ Approved:	September , 1939 Guthery-Schreiber-Chevrolet By _____ September , 1939 Hellman Motors Corp. By _____
September ,1939	International Association of Machinists By _____	September , 1939 West Park Chevrolet, Inc. By _____
	September , 1939	Judson Motors, Inc. By _____
	September , 1939	Kemper & Holladay, Inc. By _____
	September , 1939	B. W. Blaushild Motors, Inc. By _____
	September , 1939	Doraty Motors By _____
	September , 1939	George A. Falke, Inc. By _____
	September , 1939	Fiske-Grismer-Trace, Inc. By _____
	September , 1939	Burt W. Kemmerling, Inc. By _____
	September , 1939	E. D. Latimer, Inc. By _____
	September , 1939	Markad, Inc. By _____
	September , 1939	Marshall Motor Company By _____

FOR THE EMPLOYERS (Continued)

September	, 1939	Don Phinney, Inc.
		By _____
September	, 1939	Keith Weigle Motors, Inc.
		By _____
September	, 1939	West Side Auto Sales
		By _____
September	, 1939	Zahner Motor Company
		By _____
September	, 1939	McCulloch Walton, Inc.
		By _____
September	, 1939	Tillman Motor Company
		By _____
September	, 1939	West Side Pontiac, Inc.
		By _____
September	, 1939	Englander Motors, Inc.
		By _____
September	, 1939	Levering Nash Motors Co.
		By _____
September	, 1939	Bundy Motor Company
		By _____
September	, 1939	DeMooy Motors, Inc.
		By _____