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STANDARD AUTOMOTIVE

AGREEMENT

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between

**AUTOMOBILE MECHANICS' LOCAL
NO. 701, IAM & AW., AFL-CIO.**

and

**RESPECTIVE CHICAGO DEALERS'
ASSOCIATIONS & INDEPENDENTS**

OCTOBER 20, 1975

to

JULY 1, 1978

For information on dues, death donation, unemployment stamps, withdrawal cards, agreements, etc., phone or write—

Automobile Mechanics' Local No. 701
133 S. Ashland Blvd., Chicago, Ill. 60607

Phone 738-0122

For information on filing claims, hospitalization benefits or other health and welfare benefits, call or write —

Automobile Mechanics' Local No. 701
Union & Industry Welfare Fund
133 S. Ashland Blvd., Chicago, Ill. 60607

Phone 738-1123

For information on pension benefits, call or write —

Automobile Mechanics' Local No. 701
Union & Industry Pension Fund
133 S. Ashland Blvd., Chicago, Ill. 60607

Phone 738-1160

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AGREEMENT

This AGREEMENT made and entered into by and between the respective Chicago Dealers' Associations and Independents, hereinafter called the Dealer, and AUTOMOBILE MECHANICS' LOCAL No. 701, International Association of Machinists and Aerospace Workers, AFL-CIO., of Chicago and vicinity, hereinafter called the Union. It is negotiated for the purpose of specifying wage schedules, hours of work, conditions of employment, adjustment of complaints between the Dealer and his mechanics, bodymen, painters, apprentices and semi-skilled workers (hereinafter sometimes referred to as "employee" or "employees") and for the further purpose of preventing strikes, lockouts and other disturbances, thus insuring and perpetuating harmonious relations between the Dealer and the Union.

WITNESSETH:

ARTICLE I

UNION RECOGNITION

Section 1. The Dealer recognizes the Union as the exclusive bargaining agency for all mechanics, bodymen, painters, apprentices and semi-skilled workers employed by him.

Section 2. (a) The Dealer agrees that all mechanics, bodymen, painters, apprentices and semi-skilled workers employed by him shall become members of the Union on or after thirty-one (31) days of the date of the execution of

this Agreement and all employees of these classifications shall, as a condition of employment, remain members of the Union in good standing for the duration of this Agreement.

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- (b) All new employees of the aforesaid classifications hired after the date of the execution of this Agreement shall on or after thirty-one (31) days of employment, as a condition hereof, become and remain members of the Union in good standing for the duration of this Agreement. During this probationary period they shall be eligible for all provisions of this Agreement except seniority status.

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Section 3. The Dealer agrees to deduct regular Union dues, initiation fees and reasonable assessments from wages due members of the Union on the first day of each month who have signed proper authorization cards, and is encouraged to forward such amount to the Union by the 15th day of the current month. The Union will supply the Dealer with signed individual checkoff authorization cards.

ARTICLE II

CLASSIFICATIONS

Section 1. Mechanics. It is mutually understood and agreed that the term "Mechanic" shall apply to any person of skill satisfactory to the Dealer who repairs automobiles or parts thereof and shall also apply to any person who uses any piece of equipment, that is, mechanical, electrical

or any other method used in diagnosing, checking, and/or inspection of an automobile or parts thereof. It is further understood however, that employees working on or in the Dealer's new and minor used car reconditioning departments shall not necessarily be deemed journeyman mechanics.

Section 2. Bodymen or Painters. The term "Bodyman or Painter" shall apply to any person who paints or performs metal work in the repair or reconditioning of automobile bodies or parts thereof.

Section 3. Semi-Skilled Workers. The term "Semi-Skilled Worker" shall apply to any person who shall assist any mechanic in the repair of automobiles or the parts thereof or who shall grease automobiles or parts thereof or who shall be engaged in new car make-ready, minor inspection, adjustment and/or repair, minor used car reconditioning. It is understood that semi-skilled workers shall not be permitted to use mechanics' tools on work requiring a skilled mechanic.

Section 3-A. Representative List of Duties that may be performed by Semi-Skilled Mechanics as defined in Article II, Section 3.

1. Chassis and body lubrication.
2. Transmission, axle, engine oil and engine oil filter replacement.
3. Wheel rotation and wheel bearing repacking (excluding disc brake).
4. Air cleaner and element cleaning or replacement.

5. Fuel filter cleaning or replacement of filter.
6. All water hose replacement. Engine and heater (hoses only—no radiator R&R or heater core R&R).
7. Emission control system P.C.V. only, cleaning or replacement.
8. Exterior or interior lens or bulb replacement and door courtesy light switches except where other components must be removed.
9. Battery and/or cable replacement or cleaning. Restricted to cable—battery end.
10. New car pre-delivery and minor adjustments and accessories installation, (excluding (example:) front end adjustment and A.C. installation).
11. Standard shock replacement, excluding air operated shocks.
12. Rattles, squeaks, door and window adjustments and alignments, wind noises, water and dust leaks.
13. External drive belt adjustments or replacements.
14. Windshield washer pump and/or blade cleaning or replacement providing pump is not a part of wiper motor assembly.
15. Flushing and refilling cooling systems.
16. Speedometer cable only, lubrication or replacement providing cable can be removed

without disassembling or removing any other component.

17. Horn, horn relay, horn ring or*button replacement provided it can be removed without disassembling or removing any other component.
18. Headlamp alignment.
19. Door and door lock adjustments and/or striker adjustments excluding power or electric lock assembly.
20. Exhaust system replacement or repair. (Excluding exhaust manifold or heat riser.) (Providing no journeymen are idle.)
21. Replacement of cigarette lighter sockets and elements (providing socket can be replaced without removal of major components).
22. Turnsignal flasher and emergency flasher unit. Replacement only.
23. Fuse replacement.
24. Radio, speaker, antenna, removal and replacement providing major components need not be removed.
25. Clock removal and replacement.
26. Exterior and interior mirror replacement.
27. Door weatherstrip replacement.

It is agreed that only journeymen will do technical work, examples being, tune-up, brake work, major electrical, transmission adjustment, etc.

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Section 4. Apprentices. The term "Apprentice" shall apply to any person who shall contract with the Dealer for a specified period of time for the purpose of learning the trade of automobile mechanic. The Dealer agrees to the principle of training for the apprentice who shall during his four year apprenticeship be put on all kinds of work commonly known as mechanic's work, body or paint work, so that at the end of his apprenticeship he shall be a full fledged qualified journeyman mechanic, bodyman or painter as the case may be.

Section 5. The term "Mechanic" as used in Section 1 of this Article shall not include service managers, service writers or supervisors, as defined in the Taft-Hartley Act as amended.

Section 6. Any work not falling within one of the above classifications will be classified and a rate for that work shall be established which is mutually satisfactory to the Dealer, the Union and the employee involved.

ARTICLE III

SENIORITY

Section 1. Seniority, as the term is used herein, means the length of continuous service of any employee as defined in Article II, from the date of first employment by the Dealer. Seniority shall be applied by classification and department. The classifications covered by this Agreement are defined in Article II.

Section 2. In the event of a decrease or an increase in the number of mechanics, apprentices and semi-skilled workers employed by the Dealer the following factors shall govern:

In case of shop layoffs where two employees are capable of doing the job, the one with less seniority shall be laid off first and shall be called back in reverse order of that in which he was laid off. Where an employee is not able to earn his guarantee regularly because of age, sickness or disability, the Union and the Dealer will discuss the matter with the view of reducing that employee's guarantee so that, if possible, he may continue to work rather than to be laid off. This agreement shall be in writing.

Section 3. Promotions shall be made by the Dealer within his sole discretion but in making promotions, he shall consider seniority as well as ability, efficiency, knowledge, skill and training. If an employee covered by this agreement is promoted to a capacity excluded from the bargaining unit and remains outside the unit in excess of six (6) months and he is returned to the unit his seniority for layoff purposes shall begin the date he returns to work within a classification covered by this agreement.

Section 4. Voluntarily leaving the employ of the Dealer, discharge for cause or absence in excess of six (6) months as a result of a layoff shall break the seniority of any employee, except

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where an authorized leave of absence has been granted. However, individual consideration may be given to the case where such unemployment has been caused by sickness or disability. Reinstatement during a layoff of six (6) months or less, or any authorized leave of absence shall restore previous seniority rating. Employees covered by this agreement shall not be considered regular employees until they have worked thirty-one (31) days. During this probationary period they shall be without seniority status but if their employment continues beyond thirty-one (31) days their seniority shall commence as of the date of hire by the Dealer. E14
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During this probationary period employees may be laid off or discharged at the sole discretion of the Dealer and the same shall not constitute a grievance under the terms and conditions of this Agreement.

Section 5. Employees covered by this Agreement who shall fail, without reasonable excuse, to report when called to work or who shall fail to report within three (3) working days after being notified to return after a layoff, and who do not within three (3) working days after being notified to return after a layoff period, present to the Dealer a satisfactory reason for their failure to report, shall be considered as having voluntarily terminated their employment with the Dealer. E70
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Section 6. An employee having lost his seniority as a result of any of the above provisions, shall, if re-employed, be considered a new

employee.

Section 7. The Dealer shall make the decision as to whether or not an employee is capable of doing the job but his decision shall be subject to the complaint procedure of this Agreement.

Section 8. See Article XIII, Sections 2 and 3, relative to discharge.

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ARTICLE IV
WAGES

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Section 1. Mechanics, bodymen, painters, apprentices and semi-skilled workers working on the incentive method of pay shall be compensated on the following basis:

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All mechanical work performed on the basis of the following Sub-Section (A).

All body and paint shop work performed on the basis of the following Sub-Section (B).

Sub-Section (A) — Mechanical Work:

Effective October 21, 1975, for all mechanical, accessories, assembly and grease work, there shall be a "hard copy" attached to all mechanical and other jobs when they go into work and shall show the time the employee is paid on. This time and/or fraction thereof shall be multiplied by the journeyman guarantee hourly base rate of \$6.75 for the basis of compensation to the employee for work performed the first forty (40) hours of booked time in the work week. For all hours or part thereof booked over forty (40) in a work week, this

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time shall be multiplied by one-half ($\frac{1}{2}$) the labor rate paid to the Dealer by the factory for Warranty Work or one-half ($\frac{1}{2}$) the charge to the customer. In no case shall this yield less than one-half ($\frac{1}{2}$) the labor charge in effect or \$7.00 per booked hour, whichever is greater.

EFFECTIVE JULY 1, 1976, the hourly base rate shall be increased to \$7.15 for the first forty-four (44) booked hours, and 50% of the labor rate thereafter. 414
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EFFECTIVE JULY 1, 1977, the hourly base rate for the first forty-three (43) booked hours shall be increased to \$7.60, and **\$8.60** for all hours thereafter.

TRUCK WORK

For all work performed on trucks there shall be an additional fifty cents (50¢) per booked hour added to the above employee's weekly earnings. A truck example being — C30 and above, F350 and above, D300 and above, C3 and above, and all vehicles with 4 wheel drive, power take off, floating axles and any walk-in Van.

HOLIDAY PREMIUM PAY

Where the work week is reduced because of a holiday or holidays as per this contract the premium pay as specified in Article IV, Sub-Section (A), will be paid after 32 booked hours in that given work week providing the employee works the remaining scheduled work days during

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that work week unless excused by the Dealer.

Time or charges previously used may be reduced only by agreement between the Union, the employees involved, and the Dealer on the following basis:

Where customer paid labor indicates that the time or charge is not competitive the Dealer may request a meeting with the Local 701 Business Representative for the purpose of adjusting the times of these various operations. After a full study by the Dealer and the Local 701 Business Representative, these revised times shall be presented to the employees involved in each individual shop so affected for a secret ballot majority vote to be conducted in the presence of the Local 701 Business Representative.

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There shall be no reduction in time or charge previously used except as modified in the paragraph above.

An employee working on the incentive basis shall be paid the minimum of one-tenth (1/10th) of one hour for making an oil change. This shall not apply to such work performed on the lubrication rack or such work connected with grease work.

All work on new and used car and truck reconditioning, prior to sale, and all factory warranty work shall be considered to be internal work. Such work, and work that is performed for police, city and any other contract work, shall

be considered the same as factory warranty work and shall be compensated for on the incentive basis according to the time allowance in the printed Factory Flat Rate Manual. All used car and used truck work after sale shall be compensated for on the same basis as regular customer charge.

Sub-Section (B) — Body and Paint Shop Work:

For all body and paint shop work there shall be a "hard copy" attached to the windshield on all jobs when they go into work and shall show the time and money the employee is paid on. The same shall apply for work done for the Dealer (internal work). In addition, the Insurance Company's estimated time sheet showing the time and money for each operation shall be made available to Bodymen and Painters for the purpose of establishing that the Bodymen and Painters are being properly compensated.

Body shop employees who are working on the incentive basis shall be compensated on the basis of fifty percent (50%) of the labor charge as specified on the Insurance Company's estimate for their work performed.

IT IS FURTHER UNDERSTOOD the above employees will be paid fifty percent (50%) of the labor charge on customer and factory work.

Where it is evident that the time is too low the employee shall have the right to punch in and keep track of the time for work performed

on the job and shall be paid the journeyman's guaranteed hourly base rate for each clock hour spent on the job.

Section 2. Flat Rate Manual. Time allowances shown in the new Flat Rate Manual shall be used on automobiles of current model unless the Dealer shall increase the time above the Flat Rate Manual to the customer. These allowances shall not be used on older models except where special factory tools and equipment are supplied after the following year's model has come out. Unless such special tools and equipment have been supplied as stated above, there shall be no cut-back in the previous year's time allowances because of the new time allowances in the Flat Rate Manual or any reduction in the previous time to the customer. Where this is not the case, then the time allowances in the Flat Rate Manual relating to the corresponding older model automobiles or the price charged to the customer, whichever is the higher, shall be used.

Should the Factory Flat Rate Manual rates be revised upward or downward to an extent sufficient to increase or reduce the earnings of mechanics under the Dealer's flat rate system, such increase or reduction shall be subject to re-examination and reasonable adjustment. Where the employees in one or more Dealerships complain that the time is too low due to the factory reducing the time allowances on any job or jobs and where the Union, after due check, finds they have a just complaint, the Union may request the Dealer to have a time study of the job or

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jobs in question made in the Dealer's shop by a factory engineer.

Section 3. When any journeyman shall be put on work that does not have a flat rate operation established on same, such work may be flat rated by the Dealer but in no case shall a journeyman be paid less than \$6.75 per clock hour for each hour worked.

EFFECTIVE July 1, 1976, the rate shall be increased to \$7.15 per clock hour.

EFFECTIVE July 1, 1977, the rate shall be increased to \$7.60 per clock hour.

Sub-Section (A)

Where there is work to be done in excess of the flat rate operation listed in the Flat Rate Manual, such work shall be paid for at the hourly rate set forth in this section.

Example: —

To remove and replace door trim is a flat rate operation and employees shall be paid on the time so listed. Where there is other work to be done, such as removing rattles and squeaks in the door, in conjunction with this operation, such work shall be paid for at the hourly rate for time so spent.

Section 4. Check or Inspection Work. Where the mechanic does check or inspection work and does not get the job immediately, he shall be paid at the mechanics' regular rate of \$6.75 per clock hour for such check or inspection

work. Where the mechanic does check or inspection work and then gets the job, the first fifteen (15) minutes of check or inspection work need not be paid for by the Dealer, providing such check or inspection work is an overlapping operation.

EFFECTIVE July 1, 1976, the rate shall be increased to \$7.15 per clock hour.

EFFECTIVE July 1, 1977, the rate shall be increased to \$7.60 per clock hour.

Section 5. Minimum Pay. Mechanics working on a flat rate shall be paid for one-half ($\frac{1}{2}$) hours' work where the total time on any total job ticket for customer work only is less than one-half ($\frac{1}{2}$) hour. This shall not apply to any Factory Warranty work or lubrication and oil changes.

Section 6. On "Specials" the mechanics shall suffer no reduction in earnings and shall be paid the appropriate time for the job in accordance with Article IV, Section 1.

Section 7. "Major" repair work is to go through the line and is not to be done by employees in the semi-skilled classification unless such employees are paid for such work on the same basis as journeyman mechanics.

Section 8. Employees working on imported automobiles shall be guaranteed not less than the hourly rate for their wage classification while on such work. An imported automobile is one not built in the Continental United States and not

franchised to be sold by the Dealer.

Section 9. Work Assignments. Work Assignments shall be made as fairly as possible. Employees shall have priority of service at the parts department over outside customers. If inequities occur they shall be examined in accordance with procedures set forth in Article VIII of this Agreement. Employees may "team up" on jobs in the shop provided the men involved or who would be affected agree by a majority vote conducted under the auspices of the Union and the Dealer.

Section 10. It shall be permissible when business is slack, for the Dealer to assign men to work on work other than that which they are regularly classified where such work would not be hazardous for them due to lack of experience and training. When this occurs, the man so assigned shall receive the appropriate hourly rate for his normal classification. This may be done provided it does not create an infringement of the jurisdiction of another Union. Money earned under these circumstances shall be considered a part of the employee's regular flat rate earnings.

Section 11. Come-Back Work. Where an employee has done assigned work and through no fault of his own this work has to be done over, such employee shall be compensated for the time spent on such re-work at his regular rate of compensation.

Sub-Section (A)

If a job comes back within a period of thirty

(30) days and it has to be done again because of the employee's fault, he shall do the job over without additional compensation, but such employee shall be entitled to the weekly guarantee as specified in Article V, Section 2. An employee required to perform come-back work away from the premises of the Dealer shall be paid not less than the minimum hourly rate for time so spent. This shall be subject to review by the Union.

Section 12. Effective October 21, 1975, hourly rated employees of all journeyman classifications including those who have been receiving in excess of the rates shown in the Agreement expiring June 30, 1975, shall receive a fifty cents (50¢) per hour increase making the journeyman's minimum hourly rate \$6.75 per hour; in no case shall such employee receive less than a 50¢ per hour increase.

Effective July 1, 1976, there shall be an additional forty cents (40¢) per hour increase reflecting a minimum hourly rate of \$7.15 per clock hour. Effective July 1, 1977, there shall be an additional forty five cents (45¢) per hour increase reflecting a minimum hourly rate of \$7.60 per clock hour.

Example: —

A journeyman mechanic being paid six dollars and twenty-five cents (\$6.25) per hour shall receive an hourly rate of \$6.75.

A journeyman mechanic being paid six dollars

and twenty-six cents (\$6.26) per hour shall receive the fifty cents (50¢) per hour increase, making an hourly rate of \$6.76.

EFFECTIVE July 1, 1976, the above hourly rate shall be increased forty cents (40¢) per hour.

EFFECTIVE July 1, 1977, the above hourly rate shall be increased forty-five cents (45¢) per hour.

Section 13. Effective October 21, 1975, hourly rated employees in the semi-skilled classification, including those who have been receiving in excess of the rates shown in the Agreement expiring June 30, 1975, shall receive thirty cents (30¢) per hour increase making the semi-skilled employees minimum hourly rate \$4.45 per hour; in no case shall such employee receive less than a 30¢ per hour increase.

Effective July 1, 1976, there shall be an additional 25¢ per hour increase reflecting a minimum hourly rate of \$4.70 per clock hour. **Effective July 1, 1977**, there shall be an additional 27¢ per hour increase reflecting a minimum hourly rate of \$4.97 per clock hour.

Sub-Section (A)

Any employee in this classification while engaged in minor used car preparation shall be paid a differential above the rate specified above which is satisfactory to the Dealer and the employee, subject to review by the Union.

Section 14. Apprentice Rates. Apprentices shall be compensated at the guarantee hourly rate and for the period of time served according to the following schedule:

October 21, 1975

1st six months	60% of \$6.75 or \$4.05	per Hour
2nd six months	65% of 6.75 or 4.39	" "
3rd six months	70% of 6.75 or 4.73	" "
4th six months	75% of 6.75 or 5.06	" "
5th six months	80% of 6.75 or 5.40	" "
6th six months	85% of 6.75 or 5.74	" "
7th six months	90% of 6.75 or 6.08	" "
8th six months	95% of 6.75 or 6.41	" "
Thereafter	100% of 6.75 or 6.75	" "

July 1, 1976

1st six months	60% of \$7.15 or \$4.29	per Hour
2nd six months	65% of 7.15 or 4.65	" "
3rd six months	70% of 7.15 or 5.01	" "
4th six months	75% of 7.15 or 5.36	" "
5th six months	80% of 7.15 or 5.72	" "
6th six months	85% of 7.15 or 6.08	" "
7th six months	90% of 7.15 or 6.44	" "
8th six months	95% of 7.15 or 6.79	" "
Thereafter	100% of 7.15 or 7.15	" "

July 1, 1977

1st six months	60% of \$7.60 or \$4.56	per Hour
2nd six months	65% of 7.60 or 4.94	" "
3rd six months	70% of 7.60 or 5.32	" "
4th six months	75% of 7.60 or 5.70	" "
5th six months	80% of 7.60 or 6.08	" "
6th six months	85% of 7.60 or 6.46	" "

7th six months	90% of	7.60 or	6.84	"	"
8th six months	95% of	7.60 or	7.22	"	"
Thereafter	100% of	7.60 or	7.60	"	"

Apprentices who are hired at a starting rate which is higher than the rate for the first six months as shown above shall establish a position in the above scale according to the rate at which they were hired. From there on they shall be granted successive increases after each six months of employment according to subsequent progressions as outlined in the above scale.

Example: —

Where an apprentice is hired at the third six month period of the apprentice schedule with credit for one year's experience or a starting rate of \$4.73 per hour, at the end of six months he will be increased to the next rate of the apprentice schedule and increases shall be progressive according to schedule until the journeyman rate is reached. If the end of the six months period coincided with the new contract as of October 21, 1975, he will receive the apprentice scheduled increase plus the contract increase that coincides with the same period.

Section 15. Number of Apprentices. Apprentices shall be employed only in the ratio of not more than one (1) to each five (5) mechanics. The shop itself however, shall be entitled to one (1) apprentice regardless of the number available under the ratio as set forth above.

Section 16. Night Shift Premium. A night

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shift premium of ten cents (10¢) per clock hour shall be added to the earnings of those employees who work on a shift which begins before 6:00 A.M. or ends after 6:00 P.M. Such premiums shall not be paid to a day shift employee working overtime and being paid for such overtime.

Section 17. Classes of Instruction. An employee who is requested to attend a class of instruction away from the shop shall, for the time so spent, be compensated at his regular guarantee hourly rate of pay for his respective classification.

Example: —

For each major part of a full day spent at class of instruction the employee shall receive a full day's pay based upon eight (8) hours. For each major part of a half-day spent at class of instruction the employee shall receive one-half day's pay based upon four (4) hours.

Section 18. Switching - Hourly - Flat Rate. Where an employee is normally working on flat rate they shall not be arbitrarily switched to an hourly rate simply because they are temporarily working on Factory Warranty work or on work which is ordinarily flat rated. Also, where two or more men are working on the same kind of a job they shall be paid on the same basis.

Example: —

If two men are assigned to work on a rear end job, one should not be paid on a flat rate basis and the other on an hourly basis.

Sub-Section (A)

Effective October 21, 1975, where journeymen are hired on an hourly basis or are transferred to do Factory Warranty work or new car inspection work, they shall not be paid less than the journeyman guarantee hourly rate of \$6.75.

EFFECTIVE July 1, 1976, the guarantee hourly rate shall be increased to \$7.15.

EFFECTIVE July 1, 1977, the guarantee hourly rate shall be increased to \$7.60.

Section 19. Method of Compensation.

The method of compensation, be it flat rate or hourly, shall not be changed during the life of this Agreement unless a change is agreeable to the employees and the Union in writing.

ARTICLE V

HOURS OF WORK – GUARANTEES – OVERTIME

Section 1. Hours of Work. Forty (40) hours shall constitute a week's work, Monday to Friday inclusive. Eight (8) hours shall constitute a day's work. The work day shall begin at the Dealer's regularly established starting time and shall not be changed from day to day in a guarantee work week. More than a regular scheduled work day or work week may be observed during rush periods and when service in the Dealer's shop shall require same, subject to Section 3 of this Article. Employees shall not be forced to

work on Saturdays, Sundays or Holidays, and by reason of refusing to work on Saturdays, Sundays or Holidays, they shall not be penalized in any way. The same conditions shall apply to night shift when night shifts shall be employed. Employee's lunch period shall be mutually agreed upon by the Dealer and his employees in each individual shop.

Section 2. Guarantee.

- (a) Effective October 21, 1975, journeyman working on incentive work shall be guaranteed \$260.00 for forty (40) hours Monday through Friday.
Effective July 1, 1976, such guarantee shall be increased to \$270.00 per week.
Effective July 1, 1977, such guarantee shall be increased to \$283.00 per week.
- (b) Effective October 21, 1975, semi-skilled employees working on incentive shall be guaranteed \$178.00 for forty (40) hours, Monday through Friday.
Effective July 1, 1976, such guarantee shall be increased to \$188.00 per week.
Effective July 1, 1977, such guarantee shall be increased to \$198.00 per week.
- (c) Apprentices working on incentive shall be guaranteed earnings for forty (40) hours times their guarantee hourly rate Monday through Friday.
- (d) Employees working on hourly rate shall be guaranteed forty (40) times their guarantee hourly rate Monday through Friday.

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Section 3. Overtime. One-half ($\frac{1}{2}$) the guarantee hourly rate established for each classification shall be added to employee's earnings for work performed over eight (8) hours in any one day and forty (40) hours in any one week or any work performed on Saturdays and/or Sundays. Holidays and days proclaimed holidays shall be paid for at double time. All employees working on the hourly rate shall receive overtime pay based on their guarantee hourly rate for their respective classification.

Section 4. Guarantees and Overtime Pay for Saturdays When Worked. Incentive employees shall be guaranteed a minimum of four (4) hours work at time and one-half ($1\frac{1}{2}$) the regular guarantee hourly rate for their respective classifications. Hourly rated employees shall be guaranteed a minimum of four (4) hours work at time and one-half ($1\frac{1}{2}$) their respective hourly rate.

Double time shall be paid for Holidays when worked.

Incentive employees shall have one-half ($\frac{1}{2}$) the guarantee hourly rate for their respective classifications added to their earnings but in no case shall be paid less than their Saturday or Holiday guarantee as shown in the following example:

Example: —

The journeyman guarantee hourly rate for the 1st year of the Agreement is \$6.75 per hour. They will receive \$6.75 per hour plus one-half

(½) this amount (\$3.38) or a total of \$10.13 per hour, making a guarantee of \$40.52 for four (4) hours Saturday work.

Where an employee earns \$10.00 from his straight time bookings on a Saturday, he will be paid \$40.52 since \$10.00 plus \$3.38 times 4 (\$13.52) is less than the guarantee of \$40.52.

Where an employee earns \$30.00 from his straight time bookings on Saturday work, he will be paid \$30.00 plus \$3.38 times 4 (\$13.52) or \$43.52.

- (a) No premiums or earnings for Saturday shall be used to make up the forty (40) hour guarantee.
- (b) In no case shall any employee coming under the jurisdiction of Automobile Mechanics' Local No. 701 be forced to take time off for overtime worked. No employee shall take time off without the approval of the proper official of the Dealer.
- (c) There shall be no overtime on overtime.

Example: —

Holiday Worked at Double Time:

The journeyman guarantee hourly rate for the 1st year of this Agreement is \$6.75 per hour. They will receive \$6.75 per hour plus an additional \$6.75 or a total of \$13.50 per hour making a guarantee of \$54.00 for four (4) hours holiday work.

Where an employee earns \$20.00 from his straight time bookings on a holiday, he will be

paid \$54.00 since \$20.00 plus \$6.75 for four (4) hours (\$27.00) is less than the guarantee of \$54.00.

Where an employee earns \$30.00 from his straight time bookings on a holiday, he will be paid \$30.00 plus \$6.75 times four (4) hours (\$27.00) or a total of \$57.00.

EFFECTIVE July 1, 1976, \$7.15 per hour will be used in the above example.

EFFECTIVE July 1, 1977, \$7.60 per hour will be used in the above example.

No premiums or earnings for holiday work shall be used to make up the forty (40) hour guarantee.

Section 5. It is mutually understood that the guarantee shall be increased proportionately with any increase in hours worked during the work week and that they shall be reduced proportionately when mechanics, bodymen, painters, apprentices and semi-skilled workers of their own accord or without the fault of the Dealer (such as fire, loss of power, etc.) shall not work a full week of forty (40) hours.

Section 6. It is further understood that the computation of the weekly guarantee to all incentive employees shall include credit for the estimated finished portion of any unbilled work in progress, and there shall be a separate work order for work done on Saturdays and Holidays that was not finished the preceding day.

Section 7. Employees' weekly guarantee

shall be reduced by one-fifth (1/5th) for each holiday listed and defined in Article VI, Section 1 of this Agreement that occurs during the work week, Monday through Friday.

Sub-Section (A)

Where, with the Dealers permission, a majority of the employees covered by this Agreement, vote to take a day off without pay in order to extend the holiday leave, the guarantee will be reduced by an additional one-fifth (1/5th) and the Union shall be notified of this.

Section 8. The guarantee shall be based upon the calendar week. This is to say that if a man reports for work on Monday and had not been notified not to report for work prior to the end of the employees scheduled work shift of the previous work week, he shall be entitled to the guarantee in accordance with this Article. An employee called back for work during any week in which he is on layoff and who reports for work shall be entitled to the full week's guarantee in accordance with this Article.

ARTICLE VI

HOLIDAYS

Section 1. New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Employee's Birthday.

Any of the above holidays falling on Sunday,

the following Monday shall be observed and paid for as such. Where any of the above holidays fall on days Monday through Saturday and by Federal proclamation are designated to be observed on a different day, the day so named shall become the observed holiday under the terms of this Agreement and paid for as such.

In addition to the above holidays, the last scheduled work day before Christmas Day (December 24th) and the last scheduled work day before New Year's Day (December 31st) shall be observed as paid holidays. (Where one of these holidays, December 24th and/or December 31st, falls on a Saturday or a Sunday, the last scheduled work day Monday through Friday shall be observed and paid for as such.)

Employee Birthday: The employee may select any other day during the contract year to be off in lieu of his birthday. In selecting a substitute day, seniority preference will be followed. In no event shall the number of employees off on such substituted day exceed 10% of the employees in the bargaining unit in any given classification. The employee shall notify the Dealer of his choice at least two (2) working days prior to taking off such substituted day. The employee shall receive this holiday pay the pay week in which his birthday falls, even though a substitute day to be taken off is chosen.

Where a holiday falls on a Saturday, the previous day may be observed and paid for as such if agreed between all employees in the bargaining unit and the Employer, in writing.

Section 2. Holiday Pay. When any one of the above mentioned holidays falls within or is observed during the work week (Monday through Friday) mechanics, bodymen, painters, apprentices and semi-skilled workers working on the incentive basis will be paid eight (8) times the hourly rate for their respective classification for that day. Also, mechanics, bodymen, painters, apprentices and semi-skilled workers regularly employed on an hourly rate, holiday pay shall be computed on the basis of eight (8) times their respective hourly rates, provided however, that the employee works his scheduled work day Monday through Friday immediately before and immediately after each such holiday respectively unless excused by the Dealer. Holiday pay shall be added to their reduced guarantees as defined in Article IV, Section 7. This holiday pay shall not be used to make up such guarantee.

Where a holiday falls on a Saturday, employees shall be paid eight (8) times the applicable hourly rate in addition to his full weeks guarantee or earnings whichever is greater.

Section 2A. Act of God. In the event of a significant crisis, not the direct fault of the Dealer, the double time provisions of this agreement shall not prevail providing the employees involved are notified of this fact before performing these duties.

Section 3. Where work is performed on any of the holidays named in Section 1 of this Article VI, the holiday pay shall be added to employee's

earnings, guarantees and overtime pay, as outlined in Article V, Section 4.

Section 4. Where an employee takes his vacation at a time when one of the holidays specified in this Agreement falls, he shall receive an extra day's pay (as specified in Section 2 of this Article), or an extra day off with such pay. The employee shall notify the Dealer of his choice at the time he goes on vacation.

ARTICLE VII

VACATIONS

Section 1. The vacation period shall be from May 1st to October 1st of any year and vacations shall be chosen according to seniority in accordance with Article III unless by agreement between the Dealer and his employees another method is pursued. The regular vacation periods of employees may be switched by mutual agreement between the employee and the Dealer. Vacations may be chosen at times other than between May 1st and October 1st if agreeable to the Dealer.

Section 2. Bodymen, painters, mechanics, apprentices and semi-skilled workers who shall have been in the continuous active employ of the Dealer for less than one (1) year as of May 1st of any year during the life of this Agreement, shall be entitled to a vacation allowance with pay of 3-1/3 hours for each month of employment prior to the current May 1st. Such employee

shall not be entitled to vacation allowance or vacation pay under this Section until he has been *employed* for six (6) months.

Example: —

Employee's date of hire — February 1, 1975
February 1, 1975 to May 1, 1975 = 3 months
3 months x 3-1/3 hours = 10 hours earned
vacation
10 hours x \$6.75 = \$67.50

Employees who shall have been in the continuous active employ of the Dealer for more than one (1) year but less than two (2) years as of May 1st of any year during the life of this Agreement shall be entitled to one (1) weeks vacation with pay in addition to the pro-rata share the employee received the prior May 1st.

Employees who shall have been in the continuous active employ of the Dealer for two (2) years as of May 1st of any year during the life of this Agreement shall be entitled to two (2) weeks vacation with pay.

Employees who shall have been in the continuous active employ of the Dealer for nine (9) years as of May 1st of any year during the life of this Agreement shall be entitled to three (3) weeks vacation with pay.

EFFECTIVE May 1, 1976, employees who shall have been in the continuous active employ of the Dealer for eight (8) years shall be entitled to three (3) weeks vacation with pay.

Employees who shall have been in the continuous active employ of the Dealer for fifteen (15) years as of May 1st of any year during the life of this Agreement shall be entitled to four (4) weeks vacation with pay.

Any third and/or fourth week of vacation shall be taken during the vacation period at a time suitable to the Dealer.

“Continuous active” employment shall be defined as in accordance with Article III, Section 4.

Sixteen (16) calendar days of service in the employee's first or final month of employment will be counted as a full month of service for the purpose of this Article. Time spent on vacation shall be considered as time in service.

Section 3. It is not required that the Dealer shall give any notice to an employee being laid off other than being notified not later than the end of the employee's scheduled work shift on Friday of any week not to report for work the following week or weeks. He shall not receive compensation of any kind for the week of his absence from work. However, should the employee wish to decide at the time of layoff to quit rather than be subjected to such layoff, he shall be paid his regular vacation pay (as provided for in Section 2 of this Article), plus his pro-rata vacation pay, i.e. that which he has accumulated since the last May 1st preceding his quitting. When and if he returns to employment his status shall be that of a new employee.

Section 4. Employees who shall quit the

employment of the Dealer without notice shall be entitled to vacation pay accumulated prior to the May 1st last preceding the time of their quitting but they shall not be entitled to any pro-rata share of vacation pay that may have accumulated following the last May 1st preceding their quitting. Such vacation pay shall be payable no later than the Dealer's next regular pay day.

Employee's giving one (1) week's notice of their intention to quit (this notice shall be given on the Friday preceding the next guarantee work week) during or prior to the vacation period shall be paid their regular vacation plus their accumulated vacation benefit at the time of leaving the Dealer's employ. This accumulated vacation benefit shall be computed on the basis of one-twelfth (1/12th) of the vacation benefit such quitting employees would have been eligible for on the next May 1st for every month of service since the last May 1st. A new employee will receive no accumulated vacation benefit at the time of quitting under this Section unless he has been continuously employed for at least six (6) months.

Further Examples Being: —

- (a) Any employee who would have attained two (2) full years of service as of the next May 1st shall be entitled to pro-rata vacation pay computed on the basis of 6-2/3 hours per month of service since the last May 1st times the employee's specified vacation pay hourly rate in addition to his earned vacation pay if

not previously taken since the last May 1st.

- (b) Any employee who would have attained nine (9) full years of service as of the next May 1st shall be entitled to pro-rata vacation pay computed on the basis of 10 hours per month of service since the last May 1st times the employee's specified vacation pay hourly rate in addition to his earned vacation pay of two (2) weeks if not previously taken since the last May 1st.

EFFECTIVE May 1, 1976, all references to nine (9) years service in the above paragraph shall be changed to eight (8) years.

- (c) Any employee who would have attained fifteen (15) full years of service as of the next May 1st shall be entitled to pro-rata vacation pay computed on the basis of 13-1/3 hours per month of service since the last May 1st times the employee's specified vacation pay hourly rate in addition to his earned vacation pay of three (3) weeks if not previously taken since the last May 1st.

Note: — Vacation pay and pro-rata for all incentive employees shall be computed using the journeyman's hourly rate.

Section 5. The Dealer has the right to discharge any employee found to be unsatisfactory by the Dealer, subject to Articles I and VIII of this Agreement. Any employee discharged for any reason will receive any regular vacation pay earned as of the last May 1st but not taken. Employees who are discharged for drunkenness,

theft, refusal to do work for which they were employed or for any act considered by both the Dealer and the Union to be cause for discharge will not be paid any pro-rata vacation pay earned since the last May 1st. Employees who are permanently laid off or whose employment is terminated for reasons other than the reasons stated in this Section 5 shall be entitled to their regular and pro-rata vacation allowance. It is mutually understood however, that discharge for cause shall be subject to the joint examination of the Dealer and the Union according to the complaint procedure of this Agreement, and if the Dealer and the duly constituted official of the Union cannot agree, the matter shall be referred to arbitration in accordance with Article VIII of this Agreement.

Section 6. Vacation pay for mechanics, bodymen, painters, apprentices and semi-skilled workers working on the incentive basis is as follows:

Effective May 1, 1975:

Vacation Pay for 1975 = 40 hours x \$6.75 or \$270.00 per Week.

Effective May 1, 1976:

Vacation Pay for 1976 = 40 hours x \$7.15 or \$286.00 per Week.

Effective May 1, 1977:

Vacation Pay for 1977 = 40 hours x \$7.60 or \$304.00 per Week.

Vacation pay for all hourly rated employees shall be computed on the basis of forty (40)

hours per week times their regular guarantee hourly rate of pay.

Note: — Where a holiday is observed in an employee's vacation period, refer to Article VI, Section 4.

Where an employee takes his vacation after the May 1st cutoff date but before the new contract provisions are effective, he shall be given a vacation on the basis of the new contract provisions up or down.

Section 7. It is agreed that vacation pay will be paid to all employees before they take their vacation, also that a vacation schedule shall be posted by the Dealer not later than May 1st of each year. It is also agreed that where an employee dies his beneficiary will be paid any vacation pay including his pro-rata share due him.

Section 8. When and if the Dealer shall sell or transfer his business to new ownership he shall be obligated to his employees for all accumulated vacation pay and other benefits of employment up to the time of sale or transfer. The new owner within two (2) calendar weeks as of the date of his assumption of ownership or as of the date of his payroll covering the employees affected by this Agreement shall notify the employees that they may continue in their employment and retain all of the benefits of same, or he may notify them that as of the date of his assumption of ownership, their status is that of new employees and thus afford to them oppor-

tunity to seek employment elsewhere if they so desire. If he does not notify them that their status is that of new employees, he shall be obligated for all seniority rights and vacation pay.

The Dealer is prohibited from transferring or selling all or any part of his business if it in any way violates this agreement or any existing laws.

ARTICLE VIII

COMPLAINTS

Section 1. Should complaints arise between the Dealer and his employees in the classifications covered by this Agreement, either individually or collectively, which shall be confined to the meaning and application of the provisions of this Agreement, they shall be settled at the earliest possible time by the use of the following procedure:

STEP ONE:

The employee, himself, shall present the matter in dispute for settlement to the Dealer or the latter's authorized representative and at the same time shall notify the Union not later than thirty (30) days following the occurrence of the matter causing the dispute. If this is not done the complaint shall not be valid. If the parties are not able satisfactorily to adjust the complaint within a reasonable time, then

STEP TWO:

The complaint shall be taken up by the Union's

Thirty-nine

representative and the Labor Committee of the individual Dealer Line having an Agreement with Automobile Mechanics' Local No. 701, IAM&AW. This shall be done within ten (10) days from the time the complaint is presented to the Dealer or his authorized representative.

STEP THREE:

If the complaint is not settled in the second step within a period of fifteen (15) days time, such complaint shall, at the request of either party, be submitted to arbitration. In the event the parties are unable to agree upon the arbitrator they shall jointly request the American Arbitration Association to appoint such arbitrator. Arbitration hearings shall be commenced as soon as convenient after the selection of said arbiter. Each party shall pay one-half the expense of the arbitrator and the arbitration proceedings. The decision of the arbiter shall be final and binding upon all parties concerned and shall be rendered not later than ninety (90) days from the established date of the complaint.

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Section 2. A duly constituted representative of the Union shall be permitted access to the Dealer's premises for the purpose of adjusting complaints individually or collectively.

ARTICLE IX

STRIKES AND LOCKOUTS

Section 1. In consideration of Article VIII, Section 1, it is mutually understood and agreed

that no strikes, lockouts, slowdowns or other stoppages of work shall take place during the life of this Agreement. Where either party refuses to abide by Article VIII, Step 3, by failing to agree to arbitration within fifteen (15) days after Step 2 of Art. VIII, this Article shall not apply.

Section 2. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to go through or work behind a picket line which has been authorized or sanctioned by Local No. 701, International Association of Machinists and Aerospace Workers, and the Teamsters' Joint Council No. 25, I.B.T.

Section 3. It shall be a violation of this Agreement for employees of Automobile Dealers represented by the above Unions to refuse to go through or work behind a picket line authorized by any union other than Local No. 701, IAM&AW, and the Teamsters' Joint Council No. 25, I.B.T.

Section 4. Notwithstanding any other provision of this Agreement to the contrary, if the Dealer fails or refuses to remit the monthly Health & Welfare Fund or Pension Fund contributions herein provided within twenty (20) days after a Notice of Delinquency is mailed to the Dealer via Certified Mail by the Administrator of the Health & Welfare and Pension Fund, then in such event, the Union, without the necessity of giving any further notice, shall have the right to strike or take such other legal action as it

shall deem necessary or appropriate during the period that any delinquency shall continue, and it is further agreed that in the event any such action is taken by the Union, the Dealer shall be responsible to the employees for any loss of any Health & Welfare or Pension benefits resulting therefrom.

Section 5. Notwithstanding any other provision of this Agreement to the contrary, if the Dealer fails or refuses to remit to the Union the dues and initiation fees which the Dealer has been authorized to deduct as provided in Article I, Section 3, within twenty (20) days after a notice of delinquency is mailed via Certified Mail to the Dealer by the Union, then in such event, the Union without the necessity of giving any other or further notice, shall have the right to strike or take such other legal action as it shall deem necessary or appropriate during the period that any delinquency shall continue.

Section 6. The Union shall not have the right to strike, as herein provided, if the Dealer notifies the Union and where Pension and/or Health and Welfare contributions are involved, also notifies the Administrator of each Fund, in writing, that a dispute exists concerning the amount of or liability for such contributions or remittances and the Dealer agrees to and does commence to avail themselves of the complaint procedure as specified in Article VIII thereof. When the complaint has progressed to Step 3 of the complaint procedure, and in the event the Dealer refuses arbitration of the issue, then this Section 6 shall be

null and void and the Union shall have the right to strike as hereinabove provided.

ARTICLE X

EMPLOYEE RESPONSIBILITY

It is mutually understood and agreed that no employee shall be permitted to perform repair work for compensation away from the premises of the Dealer (unless the employee is requested to do so by the Dealer or his authorized representative) and that any employee who does so may be subjected to discipline by the Dealer. It is further understood and agreed that no mechanic may work on his own car or on any other employee's car on the premises of the Dealer unless a Repair Order covering such work is properly issued. When a Repair Order shall be properly issued, the price to be charged for the work and the material involved shall be determined by the Dealer.

The Union agrees to do all in its power to maintain the efficient performance of its members and to remind them of their obligation to the Dealer and to the customer.

Employees are required to keep stalls and benches, where used, reasonably clean and presentable.

ARTICLE XI

HEALTH AND WELFARE FUND

\$14.00 per Week—Effective and Retroac-

Forty-three

tive to October 20, 1975.

The Dealer will contribute the sum of \$14.00 per week for each employee covered by this Agreement to the Union's Health and Welfare Fund; payment to be made not later than the 10th of the following month, on the following basis:

- (a) The amount of \$14.00 per employee per week shall be contributed by the Dealer for each employee covered under the collective bargaining agreement for any week in which such employee performs any service for the Dealer. This shall apply to new employees from the date of hire.
- (b) The obligation to make the above contribution shall continue during periods when the employee is not performing a direct service for the Employer due to fringes outlined in this Agreement, examples: vacation, jury duty, etc.
- (c) If an employee is absent because of non-occupational illness or injury, the Dealer shall continue to make the required \$14.00 contribution for a period of thirteen (13) full weeks.
- (d) If an employee is absent because of occupational illness or injury, the required \$14.00 contribution shall be made until the employee returns to work or for a period of twenty-six (26) weeks, whichever period is the shorter.
- (e) All leaves of absence when granted by the

Dealer shall be conditioned upon the Dealer and the employee making satisfactory arrangements for the employee paying the \$14.00 weekly contribution to the Health and Welfare Fund, and the transmittal of the employee's payment shall be made by the Dealer for the period of such granted leave of absence.

- (f) The employee and the Dealer may continue any life insurance in excess of the Union's plan currently in effect by agreement between them on the present basis, if the employee and the Dealer so desire.

EFFECTIVE July 1, 1976, the Health and Welfare Fund contribution rate shall be increased to \$15.00 per week for each employee and all references to the \$14.00 amount stated above shall be changed to \$15.00.

EFFECTIVE July 1, 1977, the Health and Welfare Fund contribution rate shall be increased to \$17.00 per week for each employee and all references to the \$15.00 amount stated above shall be changed to \$17.00.

ARTICLE XII

PENSION FUND

\$10.00 per Week—Effective and Retroactive to October 20, 1975.

The Dealer will contribute the sum of \$10.00 per week for each employee covered by this Agreement to the Pension Fund of the Automo-

bile Mechanics' Local No. 701. Payments shall be made so as to reach the Pension Fund office not later than the 10th of the following month. (For example—the November payment shall be made not later than December 10th.) The Fund shall in all respects be administered in accordance with the Trust Agreement drawn.

The Pension Plan shall be administered by the Board of Trustees composed of an equal number of Employer Trustees and Union Trustees. Employer Trustees to be made up of those groups paying into said Pension Fund.

The Dealer's liability and method of payment is limited as follows:

- (a) The amount of \$10.00 per week per employee shall be contributed for each employee covered under the collective bargaining agreement for any week in which such employee performs any service for the Dealer, even when performing emergency service outside of the bargaining unit because of illness or vacation replacement in the Dealer's establishment. This shall apply to new employees from the date of hire.
- (b) If an employee is absent because of non-occupational illness or injury, the Dealer shall continue to make the required \$10.00 contribution for a period of thirteen (13) full weeks.
- (c) If an employee is absent because of occupational illness or injury, the required \$10.00 contribution shall be made until the em-

ployee returns to work or for a period of twenty-six (26) weeks, whichever period is the shorter.

- (d) Where an employee is absent from work and is presumed to be off sick or injured, such sickness or injury not incurred in his regular employment, the Dealer shall not be required to continue to make the \$10.00 contribution for said employee for a period of thirteen (13) weeks as stated in this agreement, unless said employee is being paid for under Local No. 701 Welfare Plan with the required Doctor's certificate stating said employee is sick or injured and is under Doctor's care. The Dealer shall inquire as to the circumstances in each individual case.
- (e) Where an employee takes time off on his own other than his regular vacation, the Dealer shall not be obligated for Pension Fund payments for the week/weeks such employee is absent from work.
- (f) The obligation to make the above contribution shall continue during periods when the employee is not performing a direct service for the Employer due to fringes outlined in this Agreement, such as, vacations, jury duty, etc.

EFFECTIVE July 1, 1976, the Pension Fund contribution rate shall be increased to \$11.00 per week for each employee and all references to the \$10.00 amount stated above shall be changed

to \$11.00.

EFFECTIVE July 1, 1977, the Pension Fund contribution rate shall be increased to \$13.00 per week for each employee and all references to the \$11.00 amount stated above shall be changed to \$13.00.

ARTICLE XIII

MANAGEMENT RESPONSIBILITY

Section 1. It is mutually understood and agreed that nothing in this agreement shall deprive the Dealer of full responsibility for the operation of his business, including the authority to hire, promote, demote, transfer, discipline or discharge, to give merit increases and to enact plant policies, plant rules and regulations which are not in conflict with the terms of this agreement or past policies.

Section 2. Except where employees are discharged for theft, drunkenness, refusal to work for which they were employed or for other reasons mutually agreed to between the Dealer and the Union, employees will be given at least two (2) written "warning notices" with a copy to the Union before they are discharged. These accumulated notices shall not carry over from one calendar year to another.

Section 3. It is understood that employees who are discharged will be told of this fact at the time they are discharged. The Dealer will also notify the Union in all cases where an employee is discharged. The Dealer will notify the Union

in advance of such discharge when in his judgment this is possible or desirable. This is not to be construed to mean that the Dealer does not have the right to discharge an employee without prior notice to the Union. It only means that if the situation is such that the Dealer may consistently do so, he will inform the Union before taking such action.

Section 4. It is understood that the Dealer may continue to sub-contract (let out) work which he has customarily sub-contracted and any work which he determines to sub-contract in the future during the term of this agreement. It is understood that such sub-contracting will not be done if this would cause any of the Dealer's employees, who are available and capable of doing the work, to be idle because of such sub-contracting. This does not mean that the Dealer may not close a department of his service activity and lay off men who worked in that department according to the seniority provisions of this agreement if he determines that continuing to operate that department is not economically feasible. Where the Dealer decides to close a department he will give at least thirty (30) days notice to the men who normally work in that department. Where this is not done, the Dealer shall pay the employee or employees guarantee for the thirty (30) days following such closing or portions thereof if less than thirty (30) days notice is given.

Section 5. The Dealer shall be responsible for providing proper equipment in order to main-

tain safety standards under Illinois law. Employees shall conform to reasonable safety standards as prescribed by OSHA.

Section 6. Uniforms. The Dealer will bear one-half ($\frac{1}{2}$) of the actual expense of coveralls or uniforms up to and including three (3) changes per week. The Dealer will assume all the expense for additional changes above three (3) where he requires the men to use more than three.

Section 7. Employees required to perform jury duty service shall be paid the regular guarantee hourly rate for their classification for time so spent provided they endorse their jury duty paycheck and turn it over to the Dealer as proof that they have served on a jury. Jury duty pay for any employee will be limited to a maximum of four (4) weeks in any one contract year.

Section 8. Funeral Leave. Where an employee's spouse, child, sister, brother, mother, father or legal guardian of the employee dies, the employee shall be given up to a maximum of three (3) days off from work with pay ending the day of the funeral (Monday through Friday) if he desires same. A day's pay for the purpose of this provision shall not exceed eight (8) hours times the guarantee hourly rate for his respective classification.

ARTICLE XIV

TOOL INSURANCE

Section 1. The Dealer shall maintain an in-

insurance policy or assume the cost risk for loss or damage of employee's personal tools and/or tool box or boxes on the Dealer's premises. If such personal tools and/or tool box or boxes are lost or damaged due to fire, known theft or destruction, the Dealer's liability for such loss or damage shall not exceed the actual replacement cost of the loss or damage. The employee shall exercise reasonable care in the safeguarding of his personal tools and shall conform to reasonable rules established by the Dealer to provide for safeguarding of such employee's tools. The Dealer or insurer shall not be liable for reimbursement to the employee for such loss where the replacement cost of the tool/tools does not exceed fifty dollars (\$50.00). (This is not to be misconstrued as a \$50.00 deductible clause.)

Example: —

Where tool loss is \$50.00 or less the employee is not reimbursed for any loss. Where tool loss is \$50.01 or more, employee is reimbursed \$50.01 or more for loss.

Section 2. For employees to be covered under this Article it is understood that each employee must furnish the Dealer with a complete inventory of his personal tools, subject to verification by the Dealer, and must keep such inventory current. It is recommended the employee retain a copy of such inventory for his own protection. Such tool loss coverage shall be provided to a maximum of \$4,000.00 per employee.

Section 3. The Dealer is requested to post

a notice (time clock or bulletin board) advising present and future employees coming under Local No. 701 jurisdiction that tool insurance is a part of this labor agreement providing the employee turns in an inventory.

ARTICLE XV

MANPOWER

Where the total gross productivity of all incentive mechanics employed by the Dealer to perform work in the Dealer's mechanical department should drop below an average of fifty (50) productive hours in a forty (40) hour work week, Monday through Friday, the Dealer shall not increase the work force in such affected departments. The same shall also apply to the paint and/or body shop. Such average to be computed over a period of thirty (30) days beginning the first of any month. If the Dealer and the Union cannot agree, the same shall be considered as a grievance and be subject to Article VIII of this Agreement.

ARTICLE XVI

INDIVIDUAL NEGOTIATING

A Dealer and any of his employees shall not enter into any agreement or contract that is contrary to this Agreement without the approval of the Dealer and the Union, in writing.

ARTICLE XVII

COMPENSATION CLAIMS

An employee who is injured on the job and is

sent home or to a hospital or clinic, shall receive pay at the applicable hourly rate for all hours absent from his regular shift on that day.

ARTICLE XVIII

GOOD FAITH CLAUSE

It is mutually understood that the subjects set forth in this agreement constitute the complete agreement between the Dealer and the Union and that neither will request bargaining on any subject during the life of this agreement.

ARTICLE XIX

ADJUSTMENT OF PAYMENTS OVER AGREEMENT

It is mutually understood and agreed that if the Dealer is paying rates or providing benefits in excess of those specified in this Agreement, such wages and/or benefits shall not be reduced by reason of the execution of this Agreement and such excess wages and/or benefits shall not be reduced for employees who have received such wages and/or benefits for the life of this Agreement.

ARTICLE XX

SAVINGS CLAUSE

If any provision of this Agreement is or shall be in contravention of the laws or regulations of the United States or of the State of Illinois, all other

provisions of this Agreement shall continue in full force and effect and both parties to this Agreement agree to discuss any Article or Section of this Agreement so affected. In the event that any governmental agency disallows any part of this Agreement, it is agreed that should that agency and its rules and regulations subsequently be dissolved during the life of this Agreement such items as were disallowed by that agency shall be reimplemented effective on the date of the dissolution of that agency and its rules and regulations.

ARTICLE XXI

DURATION OF AGREEMENT

THIS AGREEMENT shall continue in full force and effect from October 20, 1975 to and including June 30, 1978. Notice of a desire by either party to modify or terminate this Agreement shall be given at least sixty (60) days prior to the expiration date hereof. In the event that notice is not given by either party within the above time, then the Agreement shall continue from year to year according to its original terms.

SIGNED

Dated at Chicago, Illinois this _____ day
of _____, 197__.

By _____

DEALER:

UNION:

Automobile Mechanics' Local No. 701,
IAM&AW AFL-CIO

Donald D. Gustafson,
Pres., Business Manager

6178-0086174f016-03

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OMB No. 44-R0003
App. exp. March 31, 1980

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

December 15, 1975



International Association of Machinists
and Aerospace Workers
133 South Ashland Boulevard
Chicago, Illinois 60607

MAR 03 1976

Gentlemen:

We now have on file a copy of your collective bargaining agreement(s) with the Chicago Metropolitan Automobile Dealers Association and Independent Dealers and your local 701.

We would appreciate your sending us the following information to complete our files:

a printed copy of your current agreement.

(Refer to our response to this letter dated 12/22/75)

Please return this form with your information in the enclosed envelope which requires no postage.

Thank you for your cooperation.

Sincerely yours,

A handwritten signature in cursive script that reads "Julius Shiskin".

JULIUS SHISKIN
Commissioner

Employer, product, service or type of business	Name of union or association	Number of employees normally covered by agreements
<p>Automobiles - Sales & Service</p>	<p>MAR 03:1976</p> <p>Chicago Metropolitan Automobile Dealers Associations & Independents</p> <p>MAR 03:1976</p> <p>Copy of the October 20, 1975 to July 1, 1978 Standard Automotive Agreement is enclosed herewith.</p> <p>Welfare and Pension Booklets are currently in process of being revised. Copies will be forwarded to your office as soon as they are available.</p>	<p>Approx. 3,500</p>