## EAST BAY MOTOR CAR DEALERS ASSOCIATION

LABOR MEMORANDUM

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

- 1. Journeymen. auto mechanics. auto machinists. electrical machinists, welders, fender, body and radiator repairmen, trimmers and apprentices. These journeymen shall have served an apprenticeship or otherwise acquired the knowledge, experience and ability to perform work assigned them within a reasonable time and in a satisfactory manner. Apprentices are those who have been employed to learn the trade. They will be given full opportunity to do so and be advanced as rapidly as their knowledge and fitness merit. One (1) apprentice for each five (5) journeymen employed in each shop.
- Eight (8) hours worked within a spread of not to exceed nine (9) hours from 8:00 A. M. to 6:00 P. M. shall constitute a day's work, 40 hours shall constitute a week's work.
- 3. Mechanics will be paid a minimum base rate of 90 cents per hour. Fender. body, and radiator repair men. \$1.00 per hour. There shall be no reduction in the wages of any men classified.
- 4. Apprentices will be paid as follows:

lst year. 45 cents per hour; 2nd year. 60 cents per hour; and 3rd year, 75 cents per hour. It is agreed that apprentices during the first six (6) months of employment, may be hired at a wage at the discretion of the employer. At the expiration of that period, he is to receive the regular hourly rate established for apprentices under this agreement.

- Mechanics starting work shall not receive less than one half days pay for four (4) hours work of less and thereafter shall be paid for time worked.
- 6. On all productive overtime jobs and overtime used car reconditioning. the mechanics shall be paid time and one half for first four (4) hours and double time beyond four (4) hours. Sundays and Holidays shall be considered as overtime at double time rates.
- 7. The following days shall be considered holidays: New Year's Day, Washington's Birthday, Memorial Day. Fourth of July, Labor Day, Armistice Day, Thanksgiving Day and Christmas Day. When any such holidays fall on Sunday, the day observed by the State or Nation shall be considered as a holiday and paid for as such.
- 5. Roadwork shall be paid for at straight time, plus expenses, subject to usual overtime provisions specified above.
- 9. When men are required, dealers shall give preference to qualified mechanics made available through the local Auto Mechanics Union. No. 1546 and judgment as to their competency shall rest with the dealer. It is obvious that local residents should be given preference.

E. B. M. C. D. ASS N. Labor Memorandum Sheet No. 2

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

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

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

EAST BAY MOTOR CAR DEALERS ASSOCIATION