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60 hrs
X 10-38
Philadelphia, Pa.
#20664

WHEREAS it is the purpose of the parties hereto that this agreement will promote and improve industrial and economic relationships between the EMPLOYEES and the EMPLOYER, and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

Gas station employers

NOW THEREFORE this agreement entered into this day of 1937, by and between

hereinafter called the EMPLOYER, and Filling Station, Garage and Parking Lot Employees' Union, Local No. 20,664, affiliated with the American Federation of Labor, hereinafter called the Union.

WITNESSETH:

1. The employer agrees to deal with the UNION or its duly accredited representatives as the sole collective bargaining agent for all of the EMPLOYER'S employees in all matters concerning wages, hours and working conditions.

2. EMPLOYER agrees to employ and retain in its employment non but employees who are in good standing with the UNION. Whenever additional employees shall be required the EMPLOYER shall first make application for same to the UNION specifying the number and kind of employees needed, and the UNION shall within one hour after such application advise the EMPLOYER whether such employees can be furnished within an hour and if the UNION shall be unable to furnish said employees within two (2) hours of the original request, the EMPLOYER shall be at liberty to procure the same in the open market in the best manner possible. If, however, the EMPLOYER is required by reason of this paragraph to retain employees secured in the open market, said employees shall become members of the UNION at the termination of the sixth (6) day of employment. Otherwise, the UNION shall have the option of replacing such non-union employees at such time and in such manner as it shall direct. Clerical employees are excluded from the operation of this contract.

3. The UNION agrees never again to recommend for employment, and if possible to expel from its membership any employee discharged by his EMPLOYER for theft or drunkenness provided the same is proved in the manner hereinafter provided for adjusting issues in controversy.

4. A member in good standing of said UNION is one fully paid up in dues and assessments by or before the fifteenth of each month and who carries a membership book which has not for any cause been suspended.

5. Newly engaged employees shall be recorded as on trial for a period of six days after which time they shall be considered regular employees of the EMPLOYER, to be governed thereafter by this agreement.

6. It is hereby agreed that seniority rights shall prevail. During lay-offs employees with the longest service shall be laid-off last and rehired first.

7. The work week shall be fifty-four (54) hours covering a period of six straight continuous days.

8. The business agent or any representative or officer of the UNION shall be permitted to enter the premises of the EMPLOYER at any time during working hours which does not interfere with the operation of EMPLOYER'S business for the purpose of ascertaining whether or not this agreement is being observed by the parties hereto, or for assisting in the adjusting of grievances.

9. A manager is defined as a representative of the owner or operator who has the power to employ and discharge employees and is paid \$25.00 per week or upwards. Anything in this contract to the contrary notwithstanding. Managers as so defined are not subject to or in any way contemplated by this agreement; are not classified as employees, and need not belong to the Union, all other employed, except those engaged in clerical work must belong to the UNION.

10. No employee shall be paid at the rate of less than \$20.00 per work week as heretofore defined in paragraph seven.

Superintendents shall be paid at the rate of not less than \$22.00 per work week. A superintendent is the person in charge of a garage or parking lot.

All employees who on October 30, 1937 were receiving between \$20.00 and \$30.00 per week, both inclusive, shall have the pay they were then receiving increased by 10% for the work week as heretofore defined in paragraph seven.

All employees who on October 30, 1937 were receiving between \$31.00 and \$40.00 per week, both inclusive, shall have the pay they were then receiving increased by 5% for the work week as heretofore defined in paragraph seven. PROVIDED, HOWEVER, that no one on October 30, 1937 receiving between \$31.00 and \$40.00, both inclusive, shall be paid for the new work week as heretofore defined in paragraph seven at a rate not less than \$33.00 per week, and provided further that the rate of minimum pay for mechanics as generally defined shall not be less than \$25.00 per work week as hereinbefore defined in paragraph seven.

There shall be no increase in hours for men, who prior to October 30, 1937, were working 54 hours or less.

11. All extra employees or part time employees, except superintendents who shall be hired for 9 hours, shall be hired not less than four hours for any one day and are to be paid as follows:

Superintendents on the basis of \$3.50 for 9 hours.

Attendants on the basis of \$3.22 for 9 hours.

Floormen on the basis of \$3.22 for 9 hours.

Washers on the basis of \$3.22 for 9 hours.

Mechanics on the basis of \$4.00 for 9 hours. Said wages shall be due and payable upon completion of the days work.

12. After December 1, 1937 all employees shall be paid time and one-half for all overtime.

13. Salaries due shall be paid to all employees once a week on the basis of a 6 day week.

14. Employees who have been in continuous employment for one year shall receive and be entitled to an uninterrupted one full week's vacation and will be paid for this week at his regular rate of pay in advance with privilege of an extra weeks vacation without pay.

15. Should any employee be absent from work due to sickness or any other emergency, and if during such absence his EMPLOYER has paid him at least one week's pay, he shall not be entitled to the vacation above provided for.

16. There shall be no split shifts.

17. If employees are required to wear uniforms, one uniform per year shall be furnished at the expense of the EMPLOYER, and employee shall be responsible for its proper care. Where EMPLOYER requires employee to have one summer and one winter uniform per year, both shall be furnished at the expense of the EMPLOYER, provided, however, that the employee shall be responsible for the proper care of uniforms. Employee shall make and maintain a deposit with EMPLOYER equal to the cost of one uniform. The deposit may be made by employee in one sum or installments of not less than fifty-cents per week. The uniform deposit shall be returned to employee upon the termination of his employment and surrender of the uniform in good condition - reasonable wear and tear excepted. In event of dispute upon the condition of the uniform upon surrender, the decision of the UNION shall be final.

18. Sales or service meetings of any kind, in excess of one per month,, that may be called by the EMPLOYER shall be on the EMPLOYER'S time.

19. Employees shall not be requested or required to do construction work, but may be required to do such work as is necessary to maintenance and current repair.

20. Deduction slips denoting deductions from salaries must contain complete information showing clearly to the employee the amount and explanation of any deduction.

21. Time consumed in checking business in and out in excess of 15 minutes after the arrival of the employee at the place where checking is done shall be on company time.

22. Employees shall not be requested or required to make any contributions, nor shall any deductions be made from their compensation for the purpose of establishing a fund to cover cost of damage to the property of the EMPLOYER'S or customer's or personal injury or damage to the property or person of the third (3rd) parties. This shall in no way be construed to relieve an employee from consequences of his own carelessness or liability therefor.

23. The EMPLOYER agrees not to enter into any individual agreement with any of his employees and to cancel all written or verbal agreements he has with any individual member of the UNION.

24. There shall be no discrimination of any kind against any member of the UNION by foreman, superintendent or any other person or persons in the employ of the EMPLOYER.

25. The EMPLOYER retains the right to discharge any employee but upon request by the UNION, he agrees to show cause for such discharge, if satisfactory cause cannot be shown, the discharged employee shall be reinstated and shall be paid for all time lost at his regular rate of pay, provided however that if the EMPLOYER and the UNION cannot agree upon the reemployment and lost pay, or either of them, the same shall be submitted to arbitrators as hereinafter provided. A discharged employee must apply to the UNION within forty-eight (48) hours of his discharge thereupon the UNION agrees to proceed with dispatch otherwise the employee shall have no rights under this paragraph.

26. Immediately upon signing of this agreement a shop steward shall be appointed whose duty and function shall be to adjust all grievances which may arise to the best of his ability, and perform such other reasonable duties as shall be assigned to him. If he cannot adjust the matter, the grievance shall be presented for arbitration as provided for in this agreement.

27. There shall be no strikes or lock-outs during the term of this agreement. In case the parties hereto find themselves unable to agree concerning any issue arising under the terms of this agreement, the dispute shall be referred to an impartial arbitrator, to be chosen jointly by both parties hereto. If the said parties are unable to agree upon an arbitrator within five (5) days, each party shall select one (1) person to act on his behalf, and, if the two (2) arbitrators so chosen are unable to agree on the issues before them within five (5) days, they shall appoint a third (3rd) arbitrator. In the event that the said two (2) fail to agree upon a third (3rd) arbitrator within the specified time Honorable Robert E. Lamberton, Judge of the Court of Common Pleas No. 5 of the city of Philadelphia, shall select such third (3rd) arbitrator. The decision of the arbitration shall be final and binding upon the parties hereto, and the expense of such arbitration shall be borne equally between the parties.

28. It is hereby agreed that the company recognizes the importance of increasing safety provision in its premises for the protection of the health, life and limb of employees, and that the EMPLOYER will make every effort to improve such conditions when called to the EMPLOYER'S Attention.

29. The UNION agrees that it will make every effort to promote the welfare and safety of the employees, and the successful and uninterrupted operation of the business by the EMPLOYER.

30. This agreement constitutes the entire contract between the parties. There are no oral agreements or understandings.

31. All Members employed as foremen or any position corresponding to foremen, shall be required to be members of this UNION, and shall be subject to all the terms, conditions, provisions and covenants of this agreement.

32. This agreement shall become operative as to wages as of November 1, 1937; as to all other provisions as of November 8, 1937. It shall continue until terminated by either party hereto after 60 days notice of desire to negotiate amendments thereto and failure of the parties to agree on such amendments during said sixty (60) days. Provided, however, that no notice of desire to negotiate amendments may be given before August 31, 1938 and thereafter no notice may be given unless twelve (12) calendar months have expired since the date of the last notice. All notices shall be given by registered mail to the parties hereto at their addresses as noted at the foot of this contract and a return receipt shall be the evidence of the giving of said notice.

33. If by reason of any action of any public authority or law, the 54 hour work week as herein defined shall not be or remain effective the wage scale herein shall at once revert to the wage scale prevailing on October 31, 1937 pending conclusion of negotiation of a new wage scale. The period of negotiation shall be 45 days during which period there shall be no strikes or lock-outs. If no agreement is arrived at the expiration of said 45 days, this entire contract shall become null, void and of no effect.

34. This agreement to extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

35. The parties hereto agree to be legally bound by the terms and conditions of this agreement.

IN WITNESS, the parties have hereunto set their hands and seals, the day and year first above written.

_____ By _____ (SEAL)

_____ (SEAL)

FILLING STATION, GARAGE AND PARKING
LOT EMPLOYEES' UNION, LOCAL NO. 20664

AGENT By _____ (SEAL)

By _____ (SEAL)

Print owners name here

Address _____

Trade Name _____