

C.S.

Need not be returned to Conciliation

Machinists # 1320

Shreveport, La.

May - 40

ARTICLES OF AGREEMENT

Between

MORRIS BUICK COMPANY
 ANDRESS MOTOR COMPANY
 KAYSER TRAILER COMPANY
 CENTRAL MOTORS COMPANY
 RED RIVER MOTOR COMPANY
 GENERAL TRUCK SALES CORPORATION
 HENRY VATTER GARAGE, INC.
 McFADIN-FORD, INC.
 WRAY-DICKINSON COMPANY
 ALLAN WARE PONTIAC, INC.
 TRI-STATE MOTORS, INC.
 GEORGE MORRIS, INC.
 ETHRIDGE-ATKINS CORPORATION
 HOWARD CRUMLEY COMPANY
 MYNER MOTOR COMPANY
 BOGARD'S SPRING SERVICE
 SHREVEPORT BATTERY COMPANY
 ROBY MOTORS COMPANY, INC.
 CHAIN BATTERY & AUTOMOTIVE SUPPLY, INC.,
 "EMPLOYER" (whether singular or collective),
 represented by the COMMITTEE,

And

EMPLOYEES OF "EMPLOYER", represented
 by INTERNATIONAL ASSOCIATION OF
MACHINISTS, LOCAL NO. 1320.

THIS AGREEMENT made and entered into this 8th day of May, 1939, by and between MORRIS BUICK COMPANY, ANDRESS MOTOR COMPANY, KAYSER TRAILER COMPANY, CENTRAL MOTORS COMPANY, RED RIVER MOTOR COMPANY, GENERAL TRUCK SALES CORPORATION, HENRY VATTER GARAGE, INC., McFADIN-FORD, INC., WRAY-DICKINSON COMPANY, ALLAN WARE PONTIAC, INC., TRI-STATE MOTORS, INC., GEORGE MORRIS, INC., ETHRIDGE-ATKINS CORPORATION, HOWARD CRUMLEY COMPANY, MYNER MOTOR COMPANY, BOGARD'S SPRING SERVICE, SHREVEPORT BATTERY COMPANY, ROBY MOTORS COMPANY, INC., CHAIN BATTERY & AUTOMOTIVE SUPPLY, INC., members of the SHREVEPORT AUTOMOTIVE TRADES ASSOCIATION, herein styled "EMPLOYER" (whether singular or collective) represented by a selected committee hereinafter styled "COMMITTEE", and the employees of said "EMPLOYER", hereinafter styled "EMPLOYEES", herein represented by the INTERNATIONAL ASSOCIATION OF MACHINISTS, LOCAL NO. 1320;

WITNESSETH:

The "EMPLOYEES" in each shop of "EMPLOYER" shall be privileged to select from their number a committee known as "EMPLOYEES' COMMITTEE" to represent any employee in such shop affected by this agreement, in handling any grievance or difference in such shop. Without loss of time to members of such committee, conferences shall be held during regular working hours between such committee and the employer involved. For the successful operation of this agreement it is agreed and definitely understood that there shall be no union activities during working hours other than with respect to grievances or differences handled by the "EMPLOYEES' COMMITTEE".

Should any difference arise between "EMPLOYER" and "EMPLOYEES" which is not settled or adjusted by the "EMPLOYEES' COMMITTEE" or by conference as hereinabove provided, the following procedure shall be successively followed:

(1) The "EMPLOYEES' COMMITTEE" shall confer with a committee of employers appointed or selected by the Shreveport Automotive Trades Association.

(2) Conference of "EMPLOYEES' COMMITTEE" and committee of employers with Federal Conciliator.

(3) Reference to an arbitration board of two members, one selected by "EMPLOYEES", one by "EMPLOYER", and in event of the failure of the two members of such board to agree, they shall select a third member, wholly disinterested as to either party, and the decision of the majority of such board so composed shall be binding on all parties as to all issues submitted to such board.

No strike, lockout, boycott or picketing shall be allowed during the term of this agreement and any such activity shall constitute an active breach and shall effect a

cancellation thereof and of the benefits thereunder to any party responsible therefor.

ARTICLE II.

In the matter of employment as to employees of equal capability and efficiency, members of the International Association of Machinists, Local No. 1320 shall be given preference. The question of capability and efficiency shall be determined by the employer, whose decision shall be made after opportunity for conference between "EMPLOYER" and "EMPLOYEES" and which, thereafter, shall not be the subject matter of any further grievance or difference.

ARTICLE III.

In the reduction and restoration of forces seniority shall prevail except in case of conflict with Article II.

ARTICLE IV.

Eight (8) hours shall constitute a day's work, and six (6) days a week's work. The scale for all work in excess of the regular eight-hour day or forty-eight hour week, or on Sunday, July 4th, Thanksgiving, Christmas, Labor Day and New Year's Day shall be at the rate of time and one-half.

ARTICLE V.

The ratio of apprentices shall be one for each shop and one for every five journeymen mechanics employed. The apprentice shall serve an apprenticeship of four years, with two hundred ninety days to the year, and shall be instructed in all branches of the automotive mechanics' trade; provided,

however, that specialists shall serve not more than two years at apprentice rates and are defined as a mechanic who is employed to perform some particular branch of the trade, such as fender and body repairs, painting, trimming, carburetion, ignition and motor tuning.

ARTICLE VI.

Sanitary conditions shall be maintained and sanitary drinking fountains, ice water, lockers and washing facilities furnished by the "EMPLOYER". "EMPLOYEES" shall co-operate with "EMPLOYER" by personal cleanliness and in keeping tools, space, equipment, etc. in orderly condition and shall comply with shop rules duly posted.

ARTICLE VII.

WAGES: There shall be two systems of wages, namely:

- (A) Flat Rate System;
- (B) Hourly Rate System.

The "EMPLOYER" shall have the option as to which of such rates shall be paid.

(A) Flat Rate:

"EMPLOYEES" paid the flat rate shall be paid a guaranteed minimum of Thirty-five (\$35.00) Dollars per week plus an additional sum of forty per cent. (40%) of all work in excess of the total of Three Hundred Fifty (\$350.00) Dollars in each calendar month, and each calendar month shall be considered as a unit without respect to the work done in other months. If an employee is called to work after the work week has begun, he shall be compensated in accordance with the provisions of this section for the proportion of the week's work which he performs. Employees not reporting for work or who leave the job or voluntarily lay off may be docked for such time proportionately. Holidays specified in Article IV shall be considered voluntary lay-off.

(B) Hourly Rate:

The rates of pay to "EMPLOYEES" paid on the hourly rate basis shall be as follows:

Mechanics and Specialists, seventy cents (70¢) minimum;

Helpers, fifty-five cents (55¢) minimum;

Apprentices, thirty cents (30¢) minimum, for the first six months. At the conclusion of each six month period thereafter, the apprentices shall receive five cents (5¢) per hour increased rate.

(TN) (HPC)

The hourly rate of pay received by any employee above the minimum under the provisions of this section shall not be reduced as a result hereof, but such employee shall continue to receive the higher rate.

The "EMPLOYER" guarantees each hourly rate employee a minimum of forty (40) hours work per week. "EMPLOYEES" not reporting for work or who leave the job or voluntarily lay off may be docked for such time. "EMPLOYEES" on night shift shall be paid ten cents (10¢) per hour in addition to the prevailing hourly rate.

ARTICLE VIII.

Any regular employees accepting work or doing work for private customers without the knowledge and consent of "EMPLOYER" shall be subject to dismissal.

ARTICLE IX.

This agreement shall continue in effect for the period of one (1) year from May 8th, 1939. Thereafter, this agreement shall remain in effect until either party or the duly authorized representative of either party to this agreement shall have given thirty (30) days' written notice of cancellation.

THIS AGREEMENT entered into at Shreveport,
Louisiana, May 8th, 1939.

V. C. FINCH,
Commissioner of Conciliation
U. S. Department of Labor.

THOMAS FAIR NEBLETT,
Examiner, National
Labor Relations Board.

MORRIS BUICK COMPANY,
ANDRESS MOTOR COMPANY,
KAYSER TRAILER COMPANY,
CENTRAL MOTORS COMPANY,
RED RIVER MOTOR COMPANY,
GENERAL TRUCK SALES CORPORATION,
HENRY VATTER GARAGE, INC.,
McFADIN-FORD, INC.,
WRAY-DICKINSON COMPANY,
ALLAN WARE PONTIAC, INC.,
TRI-STATE MOTORS, INC.,
GEORGE MORRIS, INC.,
ETHRIDGE-ATKINS CORPORATION,
HOWARD CRUMLEY COMPANY,
MYNER MOTOR COMPANY,
BOGARD'S SPRING SERVICE,
SHREVEPORT BATTERY COMPANY,
ROBY MOTORS COMPANY, INC.,
CHAIN BATTERY & AUTOMOTIVE SUPPLY, INC.,

Members Of:

SHREVEPORT AUTOMOTIVE TRADES ASSOCIATION,

By HOWARD CRUMLEY
R. T. ANDRESS
PATTON HAWKINS
W. B. SAFFORD, JR.
R. W. PETERSON
P. E. FURLOW
J. M. BOGARD

EMPLOYEES OF ABOVE NAMED
EMPLOYERS, REPRESENTED BY:

INTERNATIONAL ASSOCIATION OF
MACHINISTS, LOCAL NO. 1320,

By D. C. WRIGHT
J. J. TERRELL
J. C. MEEK
L. M. KELLY
V. C. CLARK
W. G. TAYLOR
A. C. EZELLE

UNITED STATES OF AMERICA
BEFORE THE
NATIONAL LABOR RELATIONS BOARD

IN THE MATTER OF

SHREVEPORT AUTOMOTIVE TRADES
ASSOCIATION, ET AL.

and

INTERNATIONAL ASSOCIATION OF
MACHINISTS, LOCAL NO. 1320.

MORRIS BUICK COMPANY -
Case No. XV-C-401;

ANDRESS MOTOR COMPANY -
Case No. XV-C-402;

KAYSER TRAILER COMPANY -
Case No. XV-C-403;

CENTRAL MOTORS COMPANY -
Case No. XV-C-404;

RED RIVER MOTOR COMPANY -
Case No. XV-C-405;

GENERAL TRUCK SALES CORPORATION -
Case No. XV-C-406;

HENRY VATTER GARAGE, INC. -
Case No. XV-C-407;

McFADIN-FORD, INC., -
Case No. XV-C-408;

WRAY-DICKINSON COMPANY -
Case No. XV-C-409;

ALLAN WARE PONTIAC, INC. -
Case No. XV-C-410;

TRI-STATE MOTORS, INC. -
Case No. XV-C-411;

GEORGE MORRIS, INC. -
Case No. XV-C-412;

ETHRIDGE-ATKINS CORPORATION -
Case No. XV-C-413;

HOWARD CRUMLEY COMPANY -
Case No. XV-C-414;

MYNER MOTOR COMPANY -
Case No. XV-C-415;

BOGARD'S SPRING SERVICE -
Case No. XV-C-416;

SHREVEPORT BATTERY COMPANY -
Case No. XV-C-417;

ROBY MOTORS COMPANY, INC. -
Case No. XV-C-418;

CHAIN BATTERY & AUTOMOTIVE SUPPLY, INC. -
Case No. XV-C-419.

STIPULATION

It is hereby stipulated by and between the parties named in the caption hereof, members of the SHREVEPORT AUTOMOTIVE TRADES ASSOCIATION, hereinafter referred to as the "EMPLOYER", and the INTERNATIONAL ASSOCIATION OF MACHINISTS, LOCAL NO. 1320, representing the employees of the above named parties, hereinafter referred to as the "UNION", that all matters in the above captioned cases are settled under the following terms and conditions, subject to the approval of the National Labor Relations Board:

I.

The Articles of Agreement governing wages, hours of employment and working conditions in the shops operated by "EMPLOYER", entered into by and between the parties to this stipulation on this date shall be and are hereby made a part of this stipulation.

II.

The "EMPLOYER" in each case agrees to re-employ all employees who left the payroll of the "EMPLOYER" as a result of a strike on March 29th, 1939 among the employees of Wray-Dickinson Company and who left the payroll of the "EMPLOYER" as

a result of a shutdown by the "EMPLOYER" on March 30th, 1939, with same rate of pay and with all privileges and rights formerly held, except as provided in the Articles of Agreement referred to in Section I hereof, without discrimination and without compensation for the loss of time as a result of said strike or said shutdown. The "EMPLOYER" further agrees to lay off or discharge such persons as have been hired since said strike and said shutdown who were not employed by "EMPLOYER" when the strike or shutdown occurred, if necessary in the re-hiring of employees mentioned above; provided, however, it is agreed by the parties to this stipulation that in certain cases, which are listed below, certain employees who were not employed at the time of said strike or said shutdown may be retained by the companies listed below in a number not to exceed the number appearing beside the name of each company as follows:

HOWARD CRUMLEY COMPANY - Not more than one (1) person hired since said shutdown shall be retained.

CENTRAL MOTORS COMPANY - Not more than one (1) person hired since said shutdown shall be retained.

GEORGE MORRIS, INC. - Not more than three (3) persons hired since said shutdown shall be retained.

ANDRESS MOTOR COMPANY - Not more than three (3) persons hired since said shutdown shall be retained.

WRAY-DICKINSON COMPANY - Not more than four (4) persons hired since said shutdown shall be retained.

III.

It is expressly agreed that in the re-hiring of employees those employees who were employed by "EMPLOYER" at the time of said strike or said shutdown and who are not re-employed shall be re-employed by the "EMPLOYER" as quickly as possible in the resumption of work and shall be given first preference by the "EMPLOYER" in each case in the hiring or re-hiring of employees.

IV.

In consideration of the above, the "UNION" hereby requests permission to withdraw any and all charges filed with the National Labor Relations Board in the above captioned cases.

It is further agreed by the "UNION" that all other grievances, disputes and differences which may have arisen prior to this date shall be and are hereby settled. The "UNION" further agrees to recall and withdraw any and all strikes, boycotts and pickets affecting the above named companies, the Association and their business.

This Stipulation entered into at Shreveport,
Louisiana, May 8th, 1939.

THOMAS FAIR NEBLETT,
Examiner, National Labor
Relations Board.

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ANDRESS MOTOR COMPANY,
KAYSER TRAILER COMPANY,
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