

C.S.

Washington, D.C.

ARTICLES OF AGREEMENT,

Between ^{Auto Dealers} (Ourisman) (Mandell) (Sullivan) hereinafter referred to as the EMPLOYER; and WASHINGTON LODGE 195, of the INTERNATIONAL ASSOCIATION OF MACHINISTS, acting in behalf of the EMPLOYEES in the unit described as "AUTOMOTIVE MAINTENANCE, REPAIR AND RECONDITIONING EMPLOYEES, including such employees in the SERVICE and USED CAR DEPARTMENT AND PAINT SHOP", herein referred to as the UNION.

WHEREAS, the parties to this agreement intend to promote and increase the spirit of harmony between the EMPLOYER and the EMPLOYEES and to insure a most efficient operation of the facilities of the EMPLOYER,

NOW, THEREFORE, it is understood and agreed as follows:

1. The EMPLOYER recognizes the UNION as the sole bargaining agent for the EMPLOYEES in the above described unit, and will not discriminate against any employee because of his service on any shop committee, or his activity in behalf of, or membership in the UNION.

All employees, now in the employ of the EMPLOYER, in said unit, shall become members of the UNION within thirty days after the signing of this agreement.

In hiring new employees in said unit the EMPLOYER shall, between men of equal skill and ability, employ members of the UNION, and if no member of the UNION satisfactory to the EMPLOYER shall be available, he may employ any man or men from any other source, and such new employees shall become members of the UNION, within thirty days after going to work.

2. Eight consecutive hours shall constitute a day's work, excluding a lunch period of one-half hour. Five and one-half consecutive days (44 hours) shall constitute a week's work. Daily and weekly schedule of hours shall be posted on bulletin boards in the shops, and such schedule shall be posted at least twenty-four hours prior to their going into effect.

All time worked in excess of the daily or weekly scheduled hours, as set forth above, shall be considered overtime and shall be paid for at the rate of not less than one and one-half times the normal rate, with the exception of two emergency periods of two con-

secutive weeks each during any one year, for the purpose of servicing NEW and USED CARS for delivery.

3. Should it become necessary to reduce the hours or working force in any particular classification, Auto Mechanics, Body-Fender Mechanics, Painters and Helpers, the working hours may be reduced to thirty-six hours before laying off any employees in that particular classification, or reductions may be made in the following manner:- Those last employed shall be the first laid off, and the last laid off shall be the first re-employed. The UNION agrees to keep records of the names and addresses of such employees as may belong to it and notification to the UNION of an offer of re-employment shall be all that is required of said EMPLOYER.

4. The present practice in so far as vacations with pay are concerned shall continue, subject to further consideration.

5. Employees in the following classification shall be paid as follows:

A - Auto Mechanics on a piece work basis shall receive not less than 38% of the labor charge to the customer, and shall receive an additional 2% of such labor charge on the payday prior to Christmas Day, or at the time of their leaving the employ of the EMPLOYER. The labor charges to the customer shall be computed on a basis of not less than \$2.25 per hour, or whatever flat rate hourly schedule may be established for Chevrolets in this area.

B-1 Auto Mechanics shall be paid not less than \$.70 per hour.

B-2 Painters(auto) shall be paid not less than \$.70 per hour.

B-3 Body-Fender Mechanics shall be paid not less than \$.70 per hour.

B-4 Helpers shall be paid not less than \$.42 per hour.

B-5 All EMPLOYEES who are required to report for work shall be given four hours' work or four hours' pay. Any employee who is not specifically instructed to report for work, at least twelve hours before his starting time, shall be deemed to have been ordered to report for work, and therefore entitled to the above guarantee, provided he does report for work.

B-6 The compensation of no EMPLOYEE in the unit above described shall be reduced by reason of any matter or thing contained herein.

6. Should grievances occur, the shop committee shall first endeavor to adjust same with their shop foreman, and, if not satisfactorily adjusted, differences may be brought to the attention of the EMPLOYER by the shop committee or by their REPRESENTATIVES.

7. The EMPLOYER shall furnish all special tools and equipment (as listed by the factory) necessary in the performance of the work of the EMPLOYEES covered herein, except ordinary wrenches to accommodate standard screws and nuts under 3/4 inch.

The EMPLOYER shall not require any employee covered herein to use his automobile to transport other employees, materials or tools to and from any job or assignment, without adequate compensation.

Overalls shall be furnished by the EMPLOYEES, but the EMPLOYER shall pay for all the laundering of the overalls.

8. Full time EMPLOYEES covered by this agreement, while receiving wages from the EMPLOYER, shall not be allowed to solicit, contract, or do work for pay such as is being done by the EMPLOYER, other than on the EMPLOYER'S premises and in furtherance of the EMPLOYER'S business. EMPLOYEES shall perform their work in a good and workmanlike manner, as directed by the EMPLOYER, service manager or shop foreman.

9. Any dispute arising between the parties, as to any alleged violation of this agreement, shall, in the first instance, be taken up by negotiations between the representatives of the EMPLOYER, and the EMPLOYEES within seven days of the occurrence complained of, and if a settlement of the matter cannot be reached, every such dispute or disagreement shall, at the request of either the EMPLOYER or the representative of the EMPLOYEES, be arbitrated in the following manner: The Employees or their representative, shall choose one arbitrator and notify the EMPLOYER, the EMPLOYER shall choose a second arbitrator and notify the representative of the EMPLOYEES, and the two arbitrators

thus chosen, shall choose a third and disinterested arbitrator. The decision of the arbitrators shall be rendered promptly, shall contain findings of facts, conclusions and recommendations, and shall be binding upon all parties hereto and their representatives. There shall be no strike, boy-cott, cessation of work, or lock-out during such period of arbitration.

10. It is agreed that any person employed by the EMPLOYER in the unit above described, shall be on probation for a period of thirty days after his employment, and the EMPLOYER may at any time during said period discharge such persons without assigning any reason therefor.

11. This agreement shall become void in either of the following events:

A. A majority of the employees in the unit above described shall legally designate some other bargaining agent.

B. The National Labor Relations Board, or any of its agencies, shall determine that the unit above described is not an appropriate unit for the purposes of collective bargaining.

12. This agreement shall, at the EMPLOYER'S option, become void in event of any strike, cessation of work, picketing, or boy-cott of the EMPLOYER by the UNION during the continuation of this agreement. Should any member of said UNION strike, picket, or boy-cott the EMPLOYER, such action being unauthorized by the UNION, then such member shall be forthwith expelled from the UNION and shall be immediately discharged from the employ of the EMPLOYER.

13. This agreement, unless otherwise terminated as herein provided, shall continue until the first day of August, 1939; and, unless either party shall notify the other in writing, at least thirty days prior to said date, of its desire to change

the same, then this agreement shall continue in force for an additional year from said date.

14. The UNION agrees that should it negotiate agreements with other employers engaged in the same or a similar line of business, the EMPLOYER shall have the option of having included herein any provision which he may regard as more favorable to himself than the similar provision now herein contained.

WASHINGTON LODGE No. 103 of the
INTERNATIONAL ASSN. OF MACHINISTS.

By _____

By _____

(OURISMAN) (MANDELL) (SULLIVAN)

Attest: _____ By _____
President.

Secretary.

(SEAL)