

June 1, 1960 to May 31, 1962  
**ST. CLAIR-MADISON COUNTIES  
AUTOMOBILE DEALERS AND PARTS DEALERS  
AGREEMENT**

It is hereby agreed by and between the Auto-  
motive Petroleum and Allied Trades Local Union  
No. 971, of 210 North Illinois Street, Belleville,  
Illinois, hereinafter referred to as the "Union",

and

hereinafter referred to as the "Employer" that the  
following schedule set forth shall be accepted as  
the working conditions between the employees  
and the company, or employer, who are parties  
hereto.

Nothing herein shall be construed to be in vio-  
lation of any Federal Law or any rule or regula-  
tion made pursuant thereto.  
IT IS FURTHER AGREED that this agreement  
shall become effective as of June 1, 1960.

**ARTICLE I—RECOGNITION**

**Section 1.** The Employer hereby recognizes the  
Union as the exclusive representative for the  
purpose of collective bargaining with respect to  
rates of pay, wages, hours of employment, and  
other conditions of employment for all Employees  
in the following classifications:

**CLASS A EMPLOYEES:** Working Parts Depart-  
ment Managers.

**CLASS A-1 EMPLOYEES:** Parts Department  
Countermen, Driver Salesmen, Parts Department  
Pick-up and Delivery Men.

CLASS A-2 EMPLOYEES: Stock Men and Delivery Men

CLASS B EMPLOYEES: Lubrication Men.

CLASS C EMPLOYEES: Pick-up and Delivery Men, Lot Men, Car Washer, Car Polisher, Porter.

CLASS D EMPLOYEES: Porters.

EITHER CLASS A-1,

CLASS B, CLASS C

OR CLASS D

EMPLOYEES: Undercoatmen.

**Section 2.** The Employees represented by the Union and covered by this Agreement are sometimes hereinafter referred to as the "Employees" or individually as the "Employee".

**Section 3.** It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the economic relationship and establish and maintain the highest degree of efficiency in productivity.

#### ARTICLE II—JOB SECURITY

**Section 1.** In order to provide covered employees with the maximum job security it is hereby agreed as follows:

The employer shall not permit any of its employees who are not in the bargaining unit covered by this agreement to do any of the work which is done by employees within the bargaining unit. However, this subsection shall not be construed to bar the owner or any general manager in charge of operation of the employers business from doing such work.

(A) The Employer shall not engage any outside persons, firms or corporations to do, on the Employer's premises any of the work or types of

work done by the employees covered by this agreement.

(B) Consistent with the objects and purposes herein above expressed, the Employer may subcontract any portion of any job whenever either or both of the following circumstances exist:

(1) When the employees covered by this agreement do that portion of the work which is the work of their craft and do the same as employees of the Employer; or (2) When the employees of the sub-contractor who perform work normally done by those within this bargaining unit, work for wages and under hours and other working conditions equal to or higher and more favorable than those set out in this agreement.

**Section 2.** By mutual agreement in writing exceptions to the provisions of this Article may be made in specific cases which appear consistent with the objects and purposes expressed in Section 1 above.

**Section 3** Enforcement of this Article shall be the responsibility of the Union and any violation of the Article or any disputes over its meaning or interpretations, shall be subject to the grievance and arbitration and provisions as set out in Article No. XX of this agreement.

The Union agrees that there would be no work stoppage while arbitration is in progress.

#### ARTICLE III—UNION SECURITY

**Section 1.** It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the employer in the unit which is the subject of this agreement shall become

members of the Union not later than the thirtieth day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon those persons becoming members of the Union not later than the thirtieth day following the execution date of this Agreement. The failure of any person to become a member of the Union at such required times shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union Membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

#### **ARTICLE IV—RIGHTS OF MANAGEMENT**

**Section 1.** The Union recognizes that the management of the business of the Employer and the direction of the working force is vested exclusively in the Employer and this shall include the right to demote, promote, suspend or discharge for just cause, layoff employees for lack of work, to assign work, and to transfer employees from

one job to another subject to the provisions of this Agreement.

The management functions shall not be used for the purpose of discriminating against any employee because of Union activity or for the purpose of evading any of the provisions of this Agreement.

#### **ARTICLE V—SENIORITY**

**Section 1.** When it is necessary for the Employer to reduce the number of employees working, layoffs, i.e., the last person hired shall be the first person laid off. Establishment seniority shall also prevail in the event the Employer wishes to rehire after having reduced the working force by layoffs, i.e., the last person laid off shall be the first person rehired.

**Section 2.** Other factors being substantially equal, promotion and advancement shall be governed by establishment seniority.

**Section 3.** It is further understood that whenever an employee bumps into a different Class Group as set out in Article No. I and Article No. XI of this Agreement he must be qualified to do the work of such classification.

**Section 4.** Length-of-service seniority need not be applied in case of any promotion or transfer to any supervisory position or any other position not within the collective bargaining unit.

**Section 5.** Nothing in this Article shall in any manner restrict the Employer in the discharge of his legal obligations with respect to the re-employment of veterans as determined by Federal Court Decisions.

**Section 6.** An employee's seniority shall end for the following reasons:

(a) If the employee quits.

(b) If the employee fails to return to work after a layoff within fifteen (15) days after being notified by registered mail (return receipt requested), by the Employer unless a satisfactory reason is given. However, the employee must signify his intention within 48 hours after notification as to whether he intends to return for reemployment.

(c) If the employee has been laid off for twelve (12) consecutive months.

#### ARTICLE VI

##### DEFINITION OF PROBATIONARY EMPLOYEE AND REGULAR EMPLOYEE

**Section 1.** Employees shall be considered as probationary during the first thirty (30) days of their initial employment or re-employment after breaking seniority. There shall be no obligation on the part of the Employer to re-employ probationary employees terminated for any reason during the probationary period. The employee shall be placed on the seniority list and accredited with seniority from the date of his last employment.

**Section 2.** A "regular employee" is one who has been in the employ of the employer more than thirty (30) days since his last employment.

#### ARTICLE VII

##### EMPLOYEE DOING WORK OF ANOTHER UNION

**Section 1.** Employer shall not require or request employees covered hereby to do any work coming under the jurisdiction of the International Association of Machinists, District No. 9.

#### ARTICLE VIII WORK DAY AND WORK WEEK

**Section 1.** It is further agreed that the normal guaranteed work week shall be forty (40) hours per week with the work week starting Monday morning and ending Friday evening. It is also agreed that the hours per day shall not be more than eight (8) hours per day, five (5) days per week. In case of an emergency, employees may be worked longer than these maximums, but all hours worked over eight (8) hours per day or forty (40) hours per week shall be paid for at time and one-half.

**Section 2.** All employers of the East St. Louis, Illinois, area agree that their work week for the first year of this contract shall be forty-one (41) hours per week, 40 hours at straight time, one (1) hour at overtime.

Effective June 1, 1961, the hours for the East St. Louis area shall be the same as set forth in Sections 1 and 2 of this Article.

**Section 3.** It is further agreed that the normal work day shall be between 7 A.M. and 6 P.M. with an additional ten percent (10%) to be added to the regular wage as set out in this Agreement for all shifts starting after 10 A.M. This does not apply for Class D employees; those employees shall work only under Section 1 above.

#### ARTICLE IX—OVERTIME

**Section 1.** Time and one-half shall be paid for all hours worked in excess of eight (8) hours per day or forty (40) hours per week, whichever is the greater.

**Section 2.** Time and one-half shall be paid for work performed on Saturdays unless the em-

ployee has taken off for his own convenience during the week and in that case he shall receive straight time if the hours worked during the week plus those worked on Saturday do not exceed forty (40).

**Section 3.** All work performed on Sunday shall be paid at the rate of time and one-half the straight time rate.

**ARTICLE X—PAY PERIODS**

**Section 1.** Employees covered by this Agreement shall receive their pay once each week between the regular starting and closing period on a designated day.

**ARTICLE XI—CLASSIFICATION AND WAGES**

**Section 1.** It is further agreed as follows: that from and after the date of this Agreement, the Employees shall be classified as follows:

Working Parts Department Managers, Counter men, Parts Delivery Men, Lubrication Men, Car Washers and Polishers, Lot Men, Service and Maintenance Men and Porters.

**Section 2.** The following minimum wage rates shall become effective as of June 1, 1960 and June 1, 1961 and back pay shall be paid for all hours worked as of those dates:

**Class A; Working Parts Department Managers**

Those employees in charge of the parts department and they shall receive the minimum guarantee as set out below. It is further agreed to by both parties to this agreement that it shall be agreeable for the Working Parts Department Managers and the Employer to mutually agree on a basis of pay by either commission or bonus

providing however that such compensation shall not be less than the hourly rate of pay set out below.

Effective June 1, 1960	Effective June 1, 1961
\$2.41 per hour	\$2.51 per hour

All employees shall receive effective June 1, 1960 fifteen and one-half cents (\$0.15½) per hour across the board increase in pay. Effective June 1, 1961, these employees shall receive ten cents (\$0.10) per hour across the board increase in pay.

**Class A-1: Parts Department Countermen**

Employees who work at the counter under a working parts department manager shall receive the following graduated scale:

	Effective June 1, 1960	Effective June 1, 1961
Start	\$1.50 per hr.	\$1.60 per hr.
After six months	1.75 per hr.	1.85 per hr.
After twelve months	1.85 per hr.	1.95 per hr.
After eighteen months	1.95 per hr.	2.05 per hr.
After twenty-four mo.	2.00 per hr.	2.10 per hr.
After thirty months	2.15 per hr.	2.25 per hr.
After thirty-six mo.	2.24 per hr.	2.34 per hr.

All employees shall receive effective June 1, 1960 ten and one-half cents (\$0.10½) per hour across the board increase in pay. Effective June 1, 1961, these employees shall receive ten cents (\$0.10) per hour across the board increase in pay.

**Class A-2: Stock and Delivery Men**

Employees who work in a parts house under a working parts department manager and shall

have charge of cleaning parts and placing parts in bins, clean the shop and deliver all parts shall be paid the following graduated scale:

	Effective June 1, 1960	Effective June 1, 1961
Start	\$1.50 per hr.	\$1.60 per hr.
After six months	1.75 per hr.	1.85 per hr.
After twelve months	1.85 per hr.	1.95 per hr.
After eighteen mo.	1.90 per hr.	2.00 per hr.
After twenty-four mo.	2.06 per hr.	2.16 per hr.

All employees shall receive effective June 1, 1960 ten and one-half cents (\$0.10½) per hour across the board increase in pay. Effective June 1, 1961, all employees shall receive ten cents (\$0.10) per hour across the board increase in pay.

**Class B: Lubrication Men:**

Those employees in charge of all lubrication, tire and battery work shall receive the following graduated scale:

	Effective June 1, 1960	Effective June 1, 1961
Start	\$1.50 per hr.	\$1.60 per hr.
After three months	1.80 per hr.	1.90 per hr.
After six months	2.00 per hr.	2.10 per hr.
After nine months	2.10 per hr.	2.20 per hr.
After twelve mo.	2.24 per hr.	2.34 per hr.

All employees shall receive effective June 1, 1960, ten and one-half cents (\$0.10½) per hour across the board increase in pay. Effective June 1, 1961, all employees shall receive ten cents (\$0.10) per hour across the board increase in pay.

**Class C: Car Washers and Polishers**

These employees shall be new and used car washers, pick-up men; lot men, polishers and wipers; the work of these men shall also include the changing of tires and batteries in new and used cars and they shall receive the following graduated scale:

	Effective June 1, 1960	Effective June 1, 1961
Start	\$1.50 per hr.	\$1.55 per hr.
After three months	1.80 per hr.	1.85 per hr.
After six months	2.01 per hr.	2.06 per hr.

All employees shall receive effective June 1, 1960, seven and one-half cents (\$0.07½) per hour across the board increase in pay. Effective June 1, 1961, all employees shall receive five cents (\$0.05) per hour across the board increase in pay.

**Class D: Porters**

These men are in charge of cleaning the shop and other general cleaning other than cleaning parts and shall receive the following graduated scale:

	Effective June 1, 1960	Effective June 1, 1961
Start	\$1.50 per hr.	\$1.55 per hr.
After six months	1.79 per hr.	1.84 per hr.

All employees shall receive effective June 1, 1960, five and one-half cents (\$0.05½) per hour across the board increase in pay. Effective June 1, 1961, all employees shall receive five cents (\$0.05) per hour across the board increase in pay.

It is further understood and agreed that ten cents per hour of the above increase for the two year period was given, in lieu of a pension plan in the following classifications: Working parts department managers, counter men, stockmen, deliverymen and lubrication men. Two and one-half cents per hour was given in lieu of pension plan for car washers and polishers for the two year period.

**Section 3.** No employee shall be required to serve more than one (1) apprenticeship per classification. When an employee is hired he shall state his qualifications to his employer and furnish proof of such previous employment. Such employer shall be obligated to pay the hourly rate in accordance with the apprenticeship time served regardless where such apprenticeship time was served.

**Section 4.** In no event shall the Employer reduce the compensation which any employee received immediately prior to the effective date of this agreement with the exception of working parts department managers, whether such compensation be hourly rates, commission, or both, in order to conform to the minimum scale provided for herein.

Any employee who, immediately prior to the date hereof received a commission, shall continue to receive the same commission, on the same basis as previously in addition to the minimum salary or wage guaranteed hereunder.

**Section 5.** The Employer may select any Employee in the bargaining unit to do undercoat work, and he shall be given one dollar (\$1.00) per car in addition to his rate of pay in his class-

ification. The Employer agrees to furnish coveralls and head and eye protection helmet for those required to do undercoating.

**Section 6.** Employees covered by this Agreement who are unable to perform their work within a reasonable time and in a satisfactory manner, because of advanced age, physical handicap, limited ability or any other cause, as agreed by parties of this Agreement, shall receive wages fixed by negotiation between the parties hereto.

**Section 7.** When an employee is temporarily transferred to a lower rate classification, he shall receive his regular rate of pay. When an Employee is temporarily transferred to a higher paid classification he shall receive the higher rate of pay for the actual number of hours worked in such classification.

**Section 8.** In small establishments where only one (1) employee represented by Local 971 is employed, such employee shall receive the lubrication rate (Class B), and shall have charge of all lubrication, car washing, polishing and any other work coming under the jurisdiction of this Local Union and this Agreement.

**Section 9.** It is further agreed that no employee will be required to wash any automobiles when temperature is below freezing, unless such washing jobs are done in a heated washing rack. It is also agreed and understood that warm water will be furnished when cars are washed in freezing weather.

## ARTICLE XII—WELFARE PLAN

Section 1. It is understood and agreed that for the duration of this Agreement the Company or Employer shall pay into a trust fund the sum of Twelve Dollars (\$12.00) per month for employees within the bargaining unit as of the first day of each month. (It is further agreed that the union may increase the welfare payments to Fourteen dollars and fifty cents (\$14.50) per month at any time during this agreement.) said sum or sums to be paid into said trust fund on or before the 10th day of each calendar month. The sums so paid into said trust fund shall be used for the sole and exclusive purpose of purchasing an insurance policy or policies providing for benefits to the employees herein involved and to certain members of their family. Said insurance policy shall provide coverage, among other things, for life insurance benefits, hospitalization, surgical benefits and accident and health insurance benefits.

Section 2. The administration of the trust fund shall be as follows: The Company or Employer group, that group to be construed to mean all companies or employers who are obligated by these identical provisions in their collective bargaining relations with the union, shall designate one person to serve as trustee and the Union shall designate another person to serve as co-trustee with the one designated by the employer group. In the event of a deadlock on the administration of this trust, the trustees shall appoint an impartial umpire to decide such dispute, but in the event of their failure to agree within a reasonable length of time, such impartial umpire shall, on petition of either trustee, be appointed

by the U.S. District Court for the district where the Trust Fund then has its principal office. On or before the 10th day of each calendar month the Company or Employer shall submit to the trustees (with a copy thereof to be simultaneously submitted to the Union) a list of all persons in their employ within the bargaining unit here involved as of the first day of each calendar month. The Company or Employer shall simultaneously remit to the said trustees a sum of money equivalent to Twelve Dollars (\$12.00) per month for each employee in their employ as of the first day of each calendar month who is employed within the bargaining unit here involved. The trustees shall, within ten (10) days from the receipt of the aforesaid remittance from each company or employer, in turn remit to the Insurance Company designated the entire amount of money received by them as trustees so that the Insurance Company will thereby receive from the trustees the entire sum of Twelve Dollars (\$12.00) per month per employee. Thereafter, the duties of the trustees shall cease and terminate and they shall not be obligated to process claims under the insurance policy or policies or in any way act for the employees, the union or the company or employers in the handling of matters and problems arising under the insurance policies. Nor shall the company or employer be obligated in any way to either administer the trust fund or handle any matters or claims under the insurance policies. Nor shall the company or employer be required or expected to pay any expenses for the administration of the trust fund, of the handling of the claims and matters arising under the insurance policy or policies.



The trustees who are referred to herein shall be persons who voluntarily render their services in the manner herein set out without pay or compensation to them as trustees, without the employment of clerical or office help, and without the incurring of other expenses pertaining to the administration to the trust fund.

The trustees shall be obligated to have an audit made of the trust fund at least annually, the results of which shall be available for inspection by interested parties at the principal office of the Trust fund.

It is further agreed that any earned dividends or refunds, based on experience, shall be used solely for the purpose of purchasing additional insurance benefits for the employees covered by this agreement.

All checks should be made payable to: "Trustees Welfare Plan, Local 971" and mailed to:

Trustees Welfare Plan, Local 971  
210 North Illinois Street  
Belleville, Illinois

by the tenth (10th) day of each month.

#### **ARTICLE XIII—WELFARE DELINQUENCY CLAUSE**

**Section 1.** Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a period in the payment of his contribution to any Medical, Health and Welfare or Pension fund, created under this contract, in accordance with the rules and regulations of the Trustees of such funds, the employees or their representatives, after the proper offi-

cial of the Local Union shall have given 72 hours notice in writing to the Employer of such delinquency in medical health and welfare and pension payments, shall have the right to take such action as they deem necessary, including strike action, until such delinquency payments are made. It is further agreed that in the event such action is taken, it shall not constitute a violation of this agreement.

#### **ARTICLE XIV—HOLIDAYS**

**Section 1.** The following days shall be considered as holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.

**Section 2.** It is agreed that employees covered under this Agreement shall receive holiday pay for the seven (7) holidays listed in this Agreement regardless of the day on which they fall.

**Section 3.** Employees shall be paid the straight time rate for the above holidays when they are not worked, double time for work performed on these holidays.

**Section 4.** When a holiday falls on a Sunday and is by proclamation celebrated on a following Monday, the employees shall be off with pay for that Monday.

**Section 5.** The Employer shall not be required to pay an Employee for a holiday not worked if the employee fails to work either the last regular working day before the holiday, or the first regular working day after the holiday, unless such Employee has been given a leave of absence by the Employer, or unless the Employee is absent due to sickness and can give proof of such sickness to the Employer.

#### ARTICLE XV—UNIFORM ALLOWANCE

**Section 1.** Whenever the employer or company requires or requests their employees to wear uniforms, the employer or company agrees to furnish such uniforms.

It is further agreed whenever the employer or company does not require or request their employees to wear uniforms they shall not be required to pay for such uniforms.

Wherever uniform allowances are being paid by the employer before the signing of this agreement such uniform allowances shall not be reduced but shall remain the same.

**Section 2.** The Company also agrees to furnish where needed rubber raincoats, boots and rubber aprons and other rain and waterproof clothing for the protection of the men while on the job. Such property shall remain the property of the Company.

#### ARTICLE XVI—VACATIONS

**Section 1.** All employees covered by this Agreement with one (1) year of service in one establishment of any Employer, shall be deemed to have earned and shall receive one (1) week vacation with pay.

**Section 2.** All employees covered by this Agreement with three (3) years of service in one establishment of any Employer, shall be deemed to have earned and shall receive two (2) weeks vacation with pay.

The time of vacations may be mutually agreed to between January 1, and December 31, of each succeeding year.

**Section 3.** Employees who are entitled to vacation privileges and who quit, enter military service or are discharged before receiving their allowed vacation shall receive their vacation allowance at the time of termination of service.

**Section 4.** It shall be a violation of this Agreement for an employee to be compensated in lieu of taking his vacation.

**Section 5.** In the event an Employee quits or is laid off or discharged after one (1) year of service with his Employer one-twelfth (1/12th) of the regular vacation pay shall be allowed and paid at time of such severance or lay off for each month worked since his last anniversary date.

**Section 6.** Vacation pay shall be paid to employees at the beginning of their vacation.

#### ARTICLE XVII—SICK LEAVE

**Section 1.** All employees covered by this contract, and employed by Employer for a period of twelve (12) months or over shall be entitled to two (2) work weeks' annual sick leave with pay at the guaranteed rate for his classification. Payment shall be required only and benefits under this provision shall accrue commencing with the eighth consecutive day of illness or injury when supported by a doctor's certificate if requested by Employer. Such pay shall not be supplemental to, but shall be reduced by any amount due employee under the Workmen's Compensation Law and the Welfare Plan provided for herein.

No employee shall be entitled to sick leave compensation under this clause when the illness or injury is due to willful misconduct, unlawful acts, the employee's intention to injure himself

or another, venereal disease, intoxication or to the use of drugs.

**Section 2.** Sick leave should be computed by the dates of the contract, but shall not be accumulative.

#### ARTICLE XVIII

##### CHECKOFF OF DUES AND INITIATION FEES

**Section 1.** The following clause shall apply in EAST ST. LOUIS AREA ONLY. It is understood and agreed between the Company and the Union that the Company will deduct any back unpaid union dues and initiation fees owed the Union (provided such indebtedness for dues or initiation fees was incurred during employment with the Company) as well as current monthly dues and initiation fees, from the paycheck of all employees who have signed proper legal authorizations for such deductions and who are covered by this Agreement, on the last pay-day of the month preceeding the current month for which current dues and initiation fees are due the Union. The Company further agrees to remit to the Secretary-Treasurer of the Union, immediately after the checkoff pay-day, all union dues and initiation fees so deducted from the paychecks of employees covered by this Agreement. The Secretary-Treasurer will promptly issue a receipt to the Company for all such dues and initiation fees so received by him.

**Section 2.** It is further agreed that Section 1 of this Article shall not apply in the following areas: ALTON, EAST ALTON, WOOD RIVER, GRANITE CITY, MADISON, EDWARDSVILLE AND BELLEVILLE unless the individual employer or com-

pany and their employees agree to the requirements as set out in Section 1 of this Article.

No other employers shall be bound by the agreement of any individual employer to become a part of Section one of this Article.

#### ARTICLE XIX—UNION STEWARDS

**Section 1.** The employer recognizes the right of the Union to designate job stewards and alternates.

**Section 2.** It is agreed that the Company or Employer will arrange the work schedule so that the members of the Union Stewards Committee will be available to attend their Union Meetings each month.

**Section 3.** The Authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
2. the collection of dues when authorized by appropriate local union action.
3. the transaction of such messages and information which shall originate with, and are authorized by the local Union or its officers, provided such messages and information:

- (a) have been reduced to writing
- (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the employer's business.

Job stewards and alternates have no authority to take strike action, or any other action interrupting the employer's business, except as authorized by official action of the Union.

The Employer recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement.

#### **ARTICLE XX—GRIEVANCE AND ARBITRATION**

**Section 1.** Should grievances occur between the Union or its members and any Company or Employer or its members, who are parties to this agreement, the Business Representative of the Union shall first endeavor to adjust the same with the Employer or Company and if not satisfactorily adjusted, such grievances or differences may be brought to the attention of the Company or Employer by the Union's Business Representative or their international Representative.

**Section 2.** When such grievances cannot be settled in conference, such grievances or differences on the request of either party, shall be referred to a committee for mediation, consisting of three (3) representatives of the Union and three (3) representatives of the Company or Employer, who are parties to this agreement. Such joint committee shall meet within forty-eight (48) hours after such reference and within forty-eight

(48) hours of such meeting shall render their decision.

**Section 3.** In the event of the failure of the joint committee to reach a decision within the time described, either party may request such grievances or differences be disposed of by arbitration. When arbitration is requested, each party shall, within forty-eight (48) hours select one member for the arbitration committee, and the two thus selected shall, within a period of five (5) days following their selection, choose a neutral member for the arbitration committee, who shall be compensated equally by both parties.

In the event that the two arbitrators so selected shall be unable to agree upon a neutral member of the arbitration committee, such neutral member of the arbitration committee shall be appointed by the Federal Mediation and Conciliation Service.

When arbitration committee is completed, the said committee shall assume jurisdiction over the case, start holding meetings, and at the completion of the presentation of testimony they shall, within four (4) days thereafter return their decision in writing.

The decision of the arbitration committee will be binding upon all parties involved.

**Section 4.** If a discharged or laid off employee or employees are involved in a case arbitrated, and if the arbitration committee decides the employee or employees were unfairly dealt with, said employee or employees shall be immediately returned to service with all rights restored and paid for all time lost.

**Section 5.** When arbitration is in force and dur-

ing the adjustment of grievances and differences there shall be no strikes or lockouts.

**Section 6.** Nothing contained in this Article shall be construed so as to deprive any person from the right to present his own grievance in the manner guaranteed by the Labor Management Relations Act of 1947.

#### **ARTICLE XXI—PROTECTION OF RIGHTS**

**Section 1.** It shall not be a violation of this Contract and it shall not be cause for discharge or discipline if any employee or employees covered hereby shall refuse to cross or go through any picket line authorized by any Union or if he shall exercise any rights permitted by law.

**Section 2.** The insistence by any Employer that his Employees go through a picket line after they have elected not to do so in the exercise of the right granted in Section 1 above shall be sufficient cause for an immediate strike of all such Employer's operations without any need for the Union to go through the grievance procedure set out herein.

#### **ARTICLE XXII—UNAUTHORIZED ACTIVITY**

**Section 1.** It is understood and agreed that the Union shall have no financial liability for acts of its members or agents which are unauthorized and which the Union cannot control. It is agreed, however, that in the event of any such unauthorized action the Union shall, upon receiving notice thereof, urge its members to return to work if there should be a work stoppage, and just as soon as practical address a letter to the Employer notifying the employer that the action of the Union members or agents is unauthorized.

**Section 2.** The Employer shall be privileged to discipline Employee responsible for such unauthorized activities without violation of the terms of this agreement.

**Section 3.** In order that the Employer may be apprised of the officers of the Union empowered to authorize strikes, work stoppages or actions which will interfere with the activities required of employees under this contract, it is understood and agreed that only the business representative of the Union has the power or authority to authorize any such actions or give the order or directions necessary to carry out any such action.

#### **ARTICLE XXIII—SALE OF ASSETS**

**Section 1.** In the event any Employer covered by this agreement contemplates any change of ownership or sale of his business, he shall notify the Union prior to the completion of such transaction.

**Section 2.** Resignation of a member from the Association does not cancel this Agreement so far as the individual member is concerned.

#### **ARTICLE XXIV—INSPECTION PRIVILEGES**

**Section 1.** Authorized agents of the Union shall have access to the Employers' establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, providing, however, that there is no interruption of the firm's working schedule.

#### **ARTICLE XXV SEPARABILITY AND SAVINGS CLAUSE**

**Section 1.** If any Article or Section of this contract or of any Riders thereto should be held in-

valid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliances with or enforcement of has been restrained, shall not be affected thereby.

**Section 2.** In the event that any Article or Section is held invalid or enforcement of or compliance therewith has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this contract to the contrary.

#### **ARTICLE XXVI MAINTENANCE OF STANDARDS**

**Section 1.** Protection of Conditions—The employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, over-time differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement.

and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of the Agreement if such error is corrected within ninety (90) days from the date of error. No other employer shall be bound by the voluntary acts of another employer when he may exceed the terms of this Agreement.

**Section 2.** Extra-Contract Agreements—The Employer agrees not to enter into any Agreement, contract or understanding with his employees, individually or collectively, whether the same be oral or in writing and whether the same be consistent or inconsistent with the terms of this Agreement.

#### **ARTICLE XXVII—GENERAL PROVISIONS**

**Section 1.** No employee shall be required to take out insurance other than that required by law.

No employee covered by this Agreement shall be required to attend in excess of two (2) service instruction meetings per month outside of the regular working hours provided for in this Agreement. No service meeting or service instruction shall be held on nights that regular union meetings are held.

Should the Employer hold meetings more than herein provided, such additional meetings shall be paid for at the rate of overtime. Should such meetings be held outside of Metropolitan St. Louis and attendance be required by the Employer, then the Employees covered by this

Agreement shall be paid straight time and traveling expense to and from such meetings.

**Section 2.** Any advertisement or names required on overalls and shop coats shall be paid for by the Employer.

**Section 3.** Employees shall be allowed not more than one (1) hour for lunch period.

**Section 4.** The Company or Employer agreed that any Employee called to the service of the government shall retain his seniority and shall return to his job upon his return. The Union agrees that all employees replacing these employees shall be for the duration of his absence.

**Section 5.** All tools, equipment and necessary supplies such as Chauffeur's License, etc., shall be furnished by the Employer or Company.

**Section 6.** All Employers and Companies shall carry Workmen's Compensation and occupation insurance on all men or their payroll.

**Section 7.** It is also agreed that the Company will allow any member of Local No. 971 who is in their employ, time off to perform any duties for the Union or attend any convention that he may be assigned to by the Union. Said time off to be without pay from the Company.

**Section 8.** The Union will not strike or picket any member of the Dealer's Association unless there is a breach of this contract.

#### **ARTICLE XXVIII—TERMINATION**

This Agreement shall become effective as of the first day of June, 1960, and shall remain in

full force and effect until the thirty-first day of May, 1962, and each year thereafter unless written notice of termination or desired modification is given at least sixty (60) days prior to any yearly expiration date by either of the parties hereto.

Should notice of termination or desired modification be given in the manner provided for above, the party desiring the same shall:

1. Offer to meet and confer with the other party for the purpose of negotiating a new contract containing the proposed modifications.

2. Notify the Federal Mediation and Conciliation Service within 30 days after such notice of the existence of a dispute, and simultaneously therewith notify any State Agency established to mediate disputes within the State provided no agreement has been reached by that time.

3. Continue in full force and effect, without resorting to strike or lock-out, all the terms and conditions of this agreement for a period of 60 days after such notice is given or until the expiration date of this contract, whichever occurs later.

In the process of bargaining in good faith for a new contract or a new contract containing desired modifications, the parties recognize the fact that it may be necessary to continue their negotiations after the date upon which this agreement legally terminates and in order to provide for the duties and obligations for the period of time between the termination date of this contract and

the date upon which they conclude a new contract or one containing the desired modification it is understood and agreed as follows:

1 The parties shall continue to bargain and negotiate in good faith in an effort to reach a complete agreement and understanding covering the terms and provisions of a new contract to take the place of this one or a contract containing the desired modifications, and such negotiations shall continue until either a complete agreement and understanding is reached or until either or both parties conclude that it is not probable that further negotiations will result in an agreement.

2 All of the terms and provisions of this contract shall be continued in full force and effect and extended from the termination date hereof to such time as the parties either enter into a new agreement, or agreement containing the desired modifications or terminate further negotiation in the manner above mentioned.

3 Should the parties reach an agreement upon the terms and provisions of a new contract or a contract containing the desired modifications, at a time subsequent to the termination date of this contract, then, in such event, all the terms and provisions of the new contract, or the contract containing the desired modifications, shall be made retroactive to the termination date of this contract.

Table 1

day 1

1960

AUTOMOBILE DEALERS' ASSOCIATION OF

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Company

AUTOMOTIVE, PETROLEUM & ALLIED TRADES,  
LOCAL UNION NO 971

\_\_\_\_\_  
C. P. NOEL, President & Business Representative

\_\_\_\_\_  
LESTER F. BAUM, Secretary-Treasurer and  
Business Representative