

# TIRE AGREEMENT



AUTOMOTIVE CHAUFFEURS,

PARTS AND GARAGE

EMPLOYEES,

LOCAL NO. 926



**1960 - 1963**

## Agreement

THIS AGREEMENT made and entered into by and between the Employers, signatories to this Tire Agreement, and which individual firm names are on file in the offices of the Union, their successors and assigns, hereinafter referred to as the "Employer"

a n d

AUTOMOTIVE CHAUFFEURS, PARTS AND GARAGE EMPLOYEES, LOCAL UNION No. 926, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union".

WITNESSETH:

WHEREAS, the parties hereto are desirous of entering into an Agreement as to wage rates and other conditions of employment and to eliminate the possibility of strikes, boycotts, lockouts and the like.

NOW, THEREFORE, the Employer and the Union, acting by and through their duly authorized representatives, hereby agree as follows:

## **ARTICLE I**

### ***Union Recognition***

(a) The Employer recognizes the Union as the exclusive agency to bargain collectively for the purpose of establishing rates of pay, hours of work and other conditions of employment for all the employees of the Employer within the jurisdiction of the Union as covered in the wage schedule of the Agreement.

## **ARTICLE II**

### ***Employment***

(a) The Employer agrees that no person shall be employed in any of the classifications covered by this Agreement and over which the Union has jurisdiction, who is not a member in good standing in said Union, except as hereinafter set forth.

(b) New employees shall be considered to be probationary employees for a period of thirty (30) working days during which time they shall have no seniority, but shall enjoy and be bounded by all the provisions of this Agreement. A new employee may be summarily dismissed without recourse within thirty (30) working days from the date of employment at the sole discretion of the Employer. If such employees are retained

beyond the probationary period, they shall immediately thereafter be classified as regular employees and become members of this Union, and their seniority shall commence as of the date of their employment.

(c) All employees who are covered by this Agreement and over which the Union has jurisdiction, who are not members of the Union, shall become members of this Union within a period of thirty-one (31) days after the signing of this Agreement.

(d) It is agreed that all employees who are members of the Union must keep themselves in good standing and in the event the Employer receives notice from the Union that any employee is not in good standing, the Employer shall, upon request of the Union in writing, lay off or suspend such employee.

(e) The Employer agrees that it will not lay off or furlough any employees during the term of this Agreement without twenty-four (24) hours' notice prior to such lay off.

(f) Supervisory personnel of the Employer shall be restricted from performing the work which is recognized as the work of the employees covered by this Agreement, except for the purposes of instruction and in case of emergency over which the Employer has no control.

(g) When the Employer needs additional men, he shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Local Union.

### ARTICLE III

#### *Classifications and Wage Rates*

(a) The following are the classifications covering the employees under the jurisdiction of the Union and the hourly compensation or wages to be paid in their respective classifications.

Classification	Rate Per Hour		
	6-1-60	6-1-61	6-1-62
General Service Men	\$2.14	\$2.35	\$2.40
Vulcanizers and Retreaders	2.28	2.49	2.54
Commercial Service Men	2.28	2.49	2.54
Buffers	2.28	2.49	2.54
Shippers, Receivers	2.28	2.49	2.54
Brake and Ignition Men	2.63	2.84	2.89

#### APPRENTICES

Brake and Ignition Apprentices

Starting rate — \$2.28 per hour plus an increase every three (3) months until he has

served his complete two years as an apprentice. The increase every three (3) months shall be equivalent to  $\frac{1}{8}$  the difference between the apprenticeship rate and the Brake and Ignition Men's hourly rate of pay.

1. It is further agreed that any new employee, who was employed at any time for a period of two years or more by any accredited shop or garage as a brake and ignition-man, cannot be engaged as an apprentice. He must be employed as an experienced brake and ignition-man and paid according to that classification rate.

2. There shall be not more than one person engaged as an apprentice in learning to perform brake and ignition work at any time and shall serve an apprenticeship of two years. Such apprentices, upon completion of the apprenticeship, shall receive not less than the minimum rate of pay for brake and ignition-men where they are employed.

Tire Apprentices	6-1-60	6-1-61	6-1-62
Starting rate	\$1.90	\$2.11	\$2.16
After two months	2.00	2.21	2.26
After four months	2.10	2.31	2.36
Six months service	To receive regular established classification and hourly rate of pay.		

necessity, to operate a truck for the purpose of servicing truck fleets, or trucks on the road.

4. **BUFFERS** — Employees who remove old rubber tread from automotive or truck tires and prepares tires for re-treading.

5. **SHIPPERS-RECEIVERS** — Employees who ship and receive merchandise and do such other necessary work incidental thereto.

6. **BRAKE AND IGNITION MEN** — Employees who test and adjust mechanical and hydraulic brakes on automotive vehicles, repair and reline brakes, test and repair automotive ignitions and install automotive accessories, such as heaters, radios, mirrors, etc.

(f) Any employee (excepting apprentices) who is assigned to work in a higher classification shall receive the rate of pay for the higher classification for the entire shift, provided, however, the employee works at least 51% of the time in a higher classification during any one week.

#### **ARTICLE IV**

##### ***Work Week and Hour Regulations***

(a) The normal work week under this Agreement shall consist of forty-two and

one-half (42½) hours during the first year of this Agreement, and forty (40) hours during the second and third year of this Agreement.

The regular work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, or Tuesday thru Saturday.

The Employer shall post a regular work schedule showing the regular normal work week and regular scheduled overtime for each employee. Each employee shall be given a regular daily starting time.

A split shift will not be permitted at any time.

(b) Although the Employer shall have the right to change the normal work week schedule and regularly scheduled overtime to meet changing business conditions, the understanding of the parties is that the regular work week schedules may be changed at any time by the Employer if such changes are intended to be permanent.

However, in no event will such changes be made to start on a work week wherein a holiday occurs.

It is further agreed that when changes in work schedules are made, all such jobs affected will be posted for bid and awarded

to employees in accordance with seniority, if qualified to perform such work.

(c) For all time in excess of eight (8) hours per day worked, exclusive of a minimum of one-half ( $\frac{1}{2}$ ) hour off for lunch per day or a maximum of one (1) hour; or for all work performed in excess of forty (40) hours per week, one and one-half ( $1\frac{1}{2}$ ) times the regular hourly rate of pay shall be paid. Compensation for overtime worked shall not be paid twice (2) for the same hours of work.

(d) For any and all work performed on Sundays and Holidays, twice (2) the regular hourly rate of pay shall be paid.

(e) When any regular employee reports for work as scheduled during the regular work week, he shall receive no less than eight (8) hours' pay. If scheduled for a time and one-half day, he shall receive as a minimum four (4) hours at time and one-half or a total of six (6) hours' pay at straight time. If an employee is scheduled to work on a double time day, he shall receive a minimum of four (4) hours' work at double time or a total of eight (8) hours' pay at straight time. If the pay for the actual hours worked exceeds the minimum set out herein, he shall receive the higher of the two.

(f) When a regular employee has com-

pleted his regular daily schedule shift of duty, he shall not be recalled for duty before his next regular scheduled shift except in extreme emergency. If so recalled, he shall be paid two (2) times his regular hourly rate of pay and he shall be guaranteed a minimum of two (2) hours pay at double time.

(g) When the Company requires any employees to work out of town, the Company shall pay the expenses of meals, lodging and transportation, if such expenses are incurred by any employees.

(h) Any extra men ordered to report for work at a certain time will be paid from the time he so reports, although he may not actually start to work until after that time. Such employees will be guaranteed no less than eight (8) consecutive hours' work starting from the time they so report.

(i) All time worked outside the daily regular normal working schedule shall be considered as overtime and shall be paid for at the rate of one and one-half ( $1\frac{1}{2}$ ) times the regular hourly rate of pay.

This shall mean to include, but not limited to, work during scheduled lunch period, or for hours worked prior to the regular daily starting time, or working on days other than those during the regular normal work week schedule.

That is, if the regular normal work week schedule is Monday through Friday, Saturday work shall be paid for at one and one-half (1½) times the regular hourly rate of pay, but if the regular normal work week schedule is Tuesday through Saturday, then Monday automatically becomes the day which must be paid at one and one-half (1½) the regular hourly rate of pay.

(j) No regular employee shall be laid off during his regular working schedule of hours to equalize the overtime the employee has worked during the same work week or pay period, and all overtime shall be divided as equally as possible.

#### **ARTICLE V** ***Shift Differential***

(a) An additional five cents (5¢) per hour shall be paid to all employees on shifts starting between the hours of 10:00 A. M. and 6:00 A. M. Shifts starting between the hours of 6:00 A. M. and prior to 10:00 A. M. shall be paid at the regular hourly rate of pay (straight time).

#### **ARTICLE VI** ***Holiday Pay***

(a) The following days shall be recognized as Holidays for the purposes of this

Agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. On such Holidays, no employee shall be required to perform any work and for which all employees covered by this Agreement shall receive eight (8) hours of straight time pay for each of the above enumerated Holidays except as hereinafter provided.

1. The employee shall be entitled to Holiday pay only if he works the last preceeding scheduled work day before and the next scheduled work day after the holiday.
2. When one of the above enumerated Holidays falls on Saturday, employees shall receive Holiday pay provided they have worked the last preceeding scheduled work day within the week in which the Holiday falls and the next scheduled work day after the holiday.
3. When one of the above enumerated Holidays falls on Sunday and the day following is observed as the Holiday, said following day shall be treated as such a Holiday for pay purposes.
4. When one of the above enumerated Holidays falls during the regular vacation of the employee, they shall receive

one (1) extra day's pay for such Holiday.

5. Any employee who is required to work on any of the above enumerated Holidays shall be paid twice his regular rate of pay.

## ARTICLE VII

### *Vacations*

(a) Each employee with a record of continuous employment of one (1) year but less than two (2) years shall receive one (1) week's vacation at his guaranteed weekly rate of pay.

(b) Each employee with a record of continuous employment of two (2) years but less than fifteen (15) years shall receive two (2) weeks' vacation with two (2) weeks' pay at his guaranteed weekly rate of pay.

(c) Each employee with a record of continuous employment of fifteen (15) years or more shall receive three (3) weeks' vacation with three (3) weeks' pay at his guaranteed weekly rate of pay.

All vacation pay shall be paid in advance.

(d) Employees will be required to take time off for their vacation and all vacations shall be taken off on a consecutive basis.

(e) In the event extenuating circumstances justifies work to be performed during an employees vacation period, authorization must be received of both the Employer and the Union.

(f) Vacations shall be given at such times as shall be selected by the employees, with consideration to seniority, but such selections shall be made for such times as will not seriously interfere with the business schedule of the Employer.

It is recognized that vacations are based on past performance, consequently, if the employment of any employee covered by this Agreement is terminated prior to the time that his annual vacation period has arrived, he shall receive, at the time of the termination of his employment, vacation pay pro-rated in accordance with the number of months worked by him since the last anniversary of his employment to the date of termination, but, if any such employee quits his job without notice, or is discharged for dishonesty or for the use of intoxicants while on duty, he shall forfeit his termination vacation pay.

(g) Lay-offs due to lack of business or absence due to illness not exceeding 120 days shall not limit or abridge the employees right to vacation with pay.



## ARTICLE VIII

### Seniority

(a) Seniority is based on the length of service regular employees have with the Employer and seniority shall prevail at all times. A regular employee shall be given a regular seniority rating based on the length of service from his last date of employment with the Employer and accumulated thereafter. Seniority shall be accumulated during absence due to illness, layoff, or leave of absence, when any such absence does not exceed one year. When it becomes necessary to reduce the working force, seniority rights shall prevail, and when it becomes necessary to increase the working force, those employees laid off shall be again re-employed in order of their seniority; that is, the employees youngest in seniority shall be the first laid off and the employees oldest in seniority shall be the first recalled to work. The Employer shall not hire any new employees as long as there are furloughed employees who are able to do such work and have not been recalled from furlough or layoff.

It is further agreed that in addition to his seniority with the Employer or company seniority, each employee shall have classification seniority based on length of service such regular employee has with the Employer within that classification.

When it becomes necessary to increase or reduce the working force in any classification, classification seniority shall prevail. In case of layoff in any classification, the employees so laid off in accordance with his classification, may bump any employee with less company seniority in an equal or lower classification rather than to accept a layoff. However, an employee in a lower classification may not bump an employee in a higher classification regardless of his company seniority.

(b) Any members of the Union employed in any of the classifications covered by this Agreement who is elected or appointed to any office in the Union, must request a leave of absence from his Employer not in excess of one (1) year, and the Employer will grant the same. Such employee who is elected or appointed in any Union office will have the time served by him in such Union office, not in excess of one (1) year, counted in his seniority.

(c) When a permanent job becomes open as a result of a vacancy, such job shall be listed for bid for at least three (3) working days and employees with the greatest seniority shall have the first opportunity to qualify for such position. Although the Union recognizes that the employee with the greatest seniority may not be capable of fulfilling

new jobs or vacancies, the Employer agrees he will give the employee with the greatest seniority, bidding for said job at least three (3) days trial.

(d) In filling any position of a supervisory nature, it shall be recognized that the selection of the individual to fill such position shall be determined by the management.

(e) Seniority of employees shall terminate after a lay-off of one year. Employees who are absent from work in excess of one year because of proven illness or disability shall continue to accumulate seniority unless they are gainfully employed elsewhere or cannot pass the physical examination to perform the duties of the job upon return to work.

(f) In the event an employee is offered another job by the Employer outside the bargaining unit and the employee accepts such job and leaves the bargaining unit, such employee loses all of his seniority under the terms of this Agreement. However, an employee offered such position outside the bargaining unit may want to take this new position on a trial basis and retain his seniority under this Agreement during this trial period. Such employee must then secure a leave of absence from his regular job for this purpose. Such leave of absence must be

with the approval of the Union and the Employer and can not extend for a period longer than three (3) months. At the end of such period, the employee must determine whether he desires to remain at his regular job in the bargaining unit under this Agreement or accept the position outside the bargaining unit on a permanent basis.

## ARTICLE IX *Union Activities*

(a) The Union shall designate a Steward, and he shall be permitted to leave his post at any time during working hours for the purpose of ascertaining the facts concerning complaints or grievances and the presentation of such complaints or grievances to Employer, without deduction from his pay for the time lost for such purposes. This shall not, however, include time spent off the Employer's premises without the Employer's permission.

(b) Stewards 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 a Steward, and shall not hold the Union liable for any unauthor-

ized 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.

(c) Business Representatives of the Union shall be admitted to the garage, lot or office of the Employer at any time during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto or for the purpose of assisting in the adjustment of complaints or grievances.

(d) The Employer agrees to install a bulletin board or boards to be used exclusively by the Union, of such size as is acceptable to the Union and satisfactory to the Employer.

(e) There shall be no discrimination of any kind against any member of the Union by the Foreman, Manager, Superintendent or any other person in the employ of the Employer.

## ARTICLE X

### *Suspension and Discharge*

(a) The Employer retains the right to

suspend or discharge any employee for just cause. The Employer agrees that it will notify the Union within twenty-four (24) hours after a suspension or discharge of any employee and the reason therefore. Should there be any question raised regarding a discharge or suspension, the Employer and the Union agree that the said employee will be given a hearing before a board consisting of representatives of the Employer and the Union, within three (3) days regarding the suspension or discharge. In the event the Employer and the Representative of the Union are unable to amicably resolve this matter, the dispute shall be submitted to arbitration in accordance with the procedure hereinafter set forth. Employees who fail to appeal in writing from the Employer's suspension or discharge within twenty-four (24) hours shall forfeit their right to the hearing set forth above. The use of intoxicants while on duty and dishonesty will be considered just and sufficient cause for suspension or discharge.

## ARTICLE XI

### *Grievance Procedure*

(a) Should any employee covered by the Agreement believe he has been unjustly dealt with, such employee shall file a complaint or grievance in writing with the Shop

Steward within three (3) days of the occurrence of the matter about which the employee grieves or complains.

(b) The grievance shall then be taken up by the Steward and the Employer or Representative of the Employer in the first instance and they shall endeavor to settle said dispute.

(c) If the Steward and the Employer or Representative of the Employer are unable to adjust or settle this grievance, the Business Agent of the Union shall be informed of the grievance by the Steward, and further attempts shall be made by the Business Agent of the Union and the Employer, or Representative of the Employer to settle this grievance or dispute.

(d) In the event that the grievance cannot be adjusted within five (5) days between the Business Agent of the Union and the Employer or the Representative of the Employer, the dispute shall be referred to arbitration.

(e) The arbitration shall be arranged jointly by the Employer and the Union within ten (10) days after the above five (5) day period. The number of members of the arbitration board shall be limited to three (3). One shall be selected by the Employer

and one shall be selected by the Union. They shall select a third member of the board who is mutually agreeable to both parties. If, the Employer and the Union fail to agree upon such Umpire or Chairman within ten (10) days, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven suggested arbitrators. The parties shall then select the impartial arbitrator from the list with each party having the right to eliminate three of the suggested arbitrators, and the remaining arbitrator on the list to serve as the impartial arbitrator. The decision of such arbitration board shall be final and binding upon both the Employer and the Union.

(f) Employees shall not cease work, strike or be locked out during negotiations for settlement of any grievance.

## ARTICLE XII

### *Management*

(a) The right to hire, transfer, promote, discharge, or discipline employees for just cause; and to maintain discipline and efficiency of employees is the sole responsibility of the Employer, except that no employee shall be discriminated against because of his Union activities. In addition, the location of plants, the schedules, meth-

ods, processes and means of operations are solely and exclusively the responsibility of the Employer.

### ARTICLE XIII

#### *General Provisions*

(a) During the term of this Agreement, neither the Employer nor the Union shall not ask or require members of the Union or Association to enter into an agreement in conflict with this Agreement.

(b) The Employer agrees that it will not hold any of its employees who are covered by this Agreement financially responsible for any accident that may occur in the line of duty, nor request or require said employees to contribute to any fund to pay for damage done to equipment while working, except in the event such damage is caused by the gross, willful or wanton negligence of the employee.

(c) The customary arrangement applicable to uniforms now prevailing shall remain in force.

(d) In the event of the death of a member of the employee's family, a regular employee shall be allowed a reasonable time off, not to exceed three (3) days and he will be reimbursed at his straight time hourly

rate. Members of the employee's family means husband, wife, child, parents, brother, sister, mother-in-law and father-in-law.

(e) The Union agrees to make every effort to see that its members who are in the employ of the Employer obey all rules and regulations laid down by the Employer.

(f) It shall not be deemed a breach of this Agreement for any employee to refuse to go through a picket line or to work in any place where there is a strike or lockout unless he is ordered to do so by the Union.

(g) All fidelity bond premiums, all charges incident to sales training and the cost of all physical examinations of employees required by the Employer shall be borne by the Employer.

(h) The Employer will furnish all petty cash required in the operation of the business.

(i) Attendance at company sales and service meetings shall be entirely voluntary.

(j) Employees shall be paid weekly.

(k) Employees shall not be held responsible for loss of cash or merchandise in case of hold-up or robbery so long as they have observed the regulations of the Employer re-

lating thereto. There shall be no deductions made from the pay of the employees because of cash or stock losses unless the employee is found responsible.

(1) No employee shall be required to pay for or have deducted from his pay any sum of money for the purpose of securing employee name plates, tools or equipment insignia or similar materials or devices of any kind, but the Employer may deduct an agreed sum from the final pay of the employee to cover loss of the aforementioned articles, provided the employee is notified at the time of issuance of the item covered, together with the sum of guarantee covering such articles. No deductions shall be made by reason of wear or depreciation of, or on, any of the articles involved.

#### ARTICLE XIV

##### *Health and Welfare*

It is agreed that all Employers who are parties to this Agreement shall provide a Health and Welfare Program for their employees covered by this Agreement from the effective date of this Agreement and for the duration thereof. A Health and Welfare program shall be designed to include for employees: a minimum of fifteen hundred (\$1500.00) dollars life insurance, and sick

and accident benefits; and for employees and their dependents; hospitalization, surgical and hospital medical care benefits. It is further agreed, however, as follows:

(a) Any Employer under this Agreement who has a Health and Welfare program in effect at the time this agreement is signed for its employees covered by this Agreement shall continue such a Health and Welfare program for the duration of this Agreement and regardless of past policy each of such Employers agrees to pay the entire cost of said Health and Welfare program from the effective date of this Agreement and for the duration thereof.

(b) Employers covered by this Agreement who have no Health and Welfare program for their employees covered by this Agreement in effect at the time this Agreement is signed shall become members of the Parking Employees Health and Welfare Fund and shall pay the same monthly contribution to said Fund for each of their employees covered by this Agreement as is required of all other Employer members of said Fund. Said contributions shall start upon the effective date of this Agreement and continue for the duration thereof. It is agreed, however, that no Employer shall be required to contribute more than \$13.02 per month per employee.

**ARTICLE XV**  
***Checkoff***

(a) The Employer agrees to deduct on behalf of the Union, the initiation fee charged by the Union to its members from the first pay received by each employee covered by this Agreement after the date of this Agreement (if such initiation fee has not already been paid) and to deliver the same forthwith to the Union. The Employer further agrees to deduct each and every month the monthly dues assessed or charged by the Union to its members from the pay of each employee covered by this Agreement. Union dues shall be paid on or before the first business day of each month in advance, and they shall be deducted and collected by the Employer monthly from the last pay of the current month for the following month and shall be turned over and delivered to the Union at the end of each month in which they are deducted and collected.

*The Union agrees to furnish authorization forms signed by the employee for such deductions.*

**ARTICLE XVI**  
***Term of Agreement***

This Agreement shall be effective as of June 1, 1960, and all wages shall be payable

in accordance therewith retroactive to June 1, 1960. This Agreement shall be and remain in effect until May 31, 1963, and continue thereafter unless either party gives a written sixty (60) days notice to the other specifying a desire to change, modify or terminate this Agreement. Should neither party give such sixty (60) days notice, then this Agreement shall remain in full force and effect as written until sixty (60) days written notice is given by either party to the other specifying a desire to change, modify or terminate this Agreement, and in which event this Agreement shall continue only to the expiration of said sixty (60) day notice.

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