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Collective Bargaining Agreements

7-15-1938

International Association of Machinists, Lodge 254 (1938)

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International Association of Machinists, Lodge 254 (1938)

Location

Des Moines, IA

Effective Date

7-15-1938

Expiration Date

7-15-1939

Union

Machinists and Automobile Mechanics Local Lodge, International Association of Machinists

Union Local

254

NAICS

44

Sector

Private

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Machinists 254
Des Moines, Iowa
7-15-39

C.S

A G R E E M E N T

PREAMBLE.

In order to establish a more harmonious relationship between the Des Moines Automobile Dealers, garage owners, garage and repair shops, super-service stations, trucking and transfer line companies, tractor and farm equipment service, and such other automotive industries competitive to the automobile dealers' service departments, this agreement is hereby entered into by Machinists and Automobile Mechanics Local Lodge #254, International Association of Machinists, and the automobile dealers and repair shops of Des Moines, signatory to this agreement, WITNESSETH:

Section 1.

AS A CONDITION OF COLLECTIVE BARGAINING, it is agreed that any new employee, who is classified in this agreement shall within thirty (30) days join the UNION and a permit card be issued to him by the UNION free of cost. Failing to so join, he shall be discharged by the employer. During the period of thirty (30) consecutive working days, such new employee may be dismissed and such dismissal shall not be deemed a breach of this agreement nor considered as a grievance. After thirty (30) such working days of service, said new employee shall be considered as a regular employee. The International Association of Machinists agrees to use all legitimate means in its power to further the interest of the companies signing this agreement.

Section 2.

- (A) Eight (8) hours of work, exclusive of the lunch period, which shall be between the fourth and fifth hours except when fixed by mutual agreement, shall constitute a day's work, except that there shall be no split shifts. NOTE: (A split shift is defined as a shift that is broken by any period of time other than the lunch period and again resumed in the same day's work.)
- (B) Day shifts shall be between the hours of 8 A.M. and 6 P.M.
- (C) Night shifts shall not start earlier than 6 P.M.
- (D) Regular mechanics reporting for work at the beginning of the shift on any work day except Saturday, shall be guaranteed a minimum of six (6) hours work on that day, but if he is required to work after the sixth (6th) hour, he shall receive not less than eight (8) hours pay. Regular mechanics reporting for work at the beginning of the shift on Saturday shall be guaranteed four (4) hours work.
- (E) Extra mechanics called to work on any day shall be guaranteed a minimum of four (4) hours work on that day.
- (F) The regular work week shall consist of forty-eight (48) hours, beginning July 16, 1938 to November 1, 1938. Starting November 1, 1938, a forty-four (44) hour week, starting Monday at eight (8) A.M. to Saturday, twelve (12) noon, shall be the basic week.
- (G) When overtime is required by the employer time and one-half shall be paid for all time worked in excess of eight (8) hours in any one day, and time and one-half for all work performed on Saturday afternoon, Sunday and legal holidays. Holidays under this agreement shall be NEW YEAR'S DAY, DECORATION DAY, JULY FOURTH, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS. If any of said holidays falls on Sunday, the day observed as such shall be considered as the holiday.

Section 3.

Classification of Employees and Wage Rates by Departments.

- 1. Service Department machinists, mechanics, electricians, ignition men, body, fender, radiator repair men, trimmers and painters - - - - - Rate per hour 75¢
- 2. Used Car Department machinists, mechanics, electricians, ignition men, body, fender, radiator repair men, trimmers, and painters - - - - - Rate per hour 75¢
- 3. Lubrication and battery men - - - - - Rate per hour 65¢
- 4. Working foremen - - - - - Rate per hour 85¢
- 5. Unskilled garage labor not classified - Rate per hour 40¢
- 6. Apprentices:
 - During 1st year - - - - - Rate per hour 35¢
 - During 2nd year - - - - - Rate per hour 45¢
 - During 3rd year - - - - - Rate per hour 55¢
 - During 4th year - - - - - Rate per hour 65¢

All men now earning or receiving above these hourly rates shall not suffer a reduction on account of this agreement.

The qualifications of the employee in any department to be determined by the employer, and/or shop management and shop committee.

Each shop may have one apprentice for each five journeymen or fraction thereof, and one additional apprentice for each additional five journeymen auto mechanics. They shall serve four years, a minimum of 275 days each calendar year and shall be taught all branches of the trade in their classification of work, i. e., mechanical department and body, fender and paint department. Advanced apprentices may also be employed, and must have worked two years at the trade. They shall serve two years when employed, and shall start at third year apprentice rate of pay.

When an apprentice completes his apprenticeship, he may be retained at the option of the employer as a junior journeyman and shall receive the minimum journeyman's scale. His seniority rights will start from the date he starts as a junior journeyman.

The employer shall have the right to retain men in above classifications at different rates than specified above on account of age or physical disability. It is definitely understood that this can be done only by mutual agreement between the employee and the employer and then only with the approval of the Executive Committee of Local #254.

The employer has the right to set up such classified departments as are essential to the conduct of his individual business.

No employer shall operate a shop with less than one journeyman mechanic.

Employees shall furnish all necessary hand tools used in their work. Special and cutting tools shall be furnished by employer.

No one shall be allowed to use tools to dismantle, repair or rebuild motors, chassis, electrical equipment, bodies or fenders, except journeymen, working foremen, and/or apprentices.

Section 4.

~~Piece work, flat rate, bonus and so-called merit systems are barred as a basis for computing the pay of any employees coming under this agreement.~~

Section 5.

The Employer shall have the right to increase or reduce the working force, and when necessary to reduce the force in any classification, the last man employed in such classification shall be the first laid off and in restoration of forces the last man laid off shall be the first returned to work in his classification if he is available, but regular employees in each shop shall be reduced to forty (40) hours per week before any regular men are laid off. Men laid off by reason of forced reduction and desiring to retain their seniority rights, must keep their whereabouts known to employer and shop committee. They shall be given a reasonable amount of time to report after being notified to report for duty, not to exceed five days unless prevented by illness, the same to be verified by a doctor's certificate.

Section 6.

The right to hire and discharge, the management of all departments coming under this Agreement, and the direction of the working force, shall be vested exclusively with the Employer and the said Union and its members shall not abridge those rights. It is not the intention of this provision to discharge any employee or refuse employment to applicants on account of personal prejudice growing out of his activity in matters affecting the Union. If a discharged employee feels that an injustice has been done him by reason of such discharge, he may request an investigation between the Shop Committee or representatives of the Union and representatives of the Employer. If such investigation determines an injustice has been done such employee by reason of such discharge, he shall be re-instated to his employment and compensated for time lost, but such investigation must be definitely completed within ten days from date of discharge.

Any differences that arise in reference to the provisions of this agreement that cannot be satisfactorily adjusted by the Service-Superintendent and the Shop Committee, shall be referred to a representative of the Company and a representative of Local #254, International Association of Machinists for adjustment. Meetings shall not be held during working hours except by agreement of both parties. There shall be no stoppage of work on the part of the men, or lockout on the part of the Company while negotiations for adjustment are pending.

Section 7.

GENERAL CONDITIONS.

1. Members regularly employed shall not solicit, contract or do work for their own account. Any member violating this rule shall be fined \$50.00 for the first offense and shall be expelled from Lodge #254 for the second offense.

2. Paydays shall be weekly at the termination or close of each shift. No deduction shall be made by the Employer from employee's pay except as authorized by a legal assignment of wages. This shall in no way be construed to mean a check-off for union dues.

3. All State Laws governing safety and sanitary conditions shall be complied with, and, during summer months, sufficient ice water will be furnished by the Employer for drinking purposes.

4. The International Association of Machinists shall furnish the Company with a recognized Union Shop Card for display in the shop. The card, however, remains the property of the aforesaid Association and becomes removable upon the violation of the rules of this Agreement.

Section 8.

This agreement shall be in full force and effect from July 15, 1938 to July 15, 1939. It is provided, however, that in the case neither party to this Agreement present to the other party, in writing, a request for changes in this Agreement at least thirty (30) days before July 15, 1939, it shall remain in full force and effect for one year.

By _____
For Employing Firm

By _____ Eng. Agt.
For Local #254, International
Association of Machinists.

