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Collective Bargaining Agreements

5-17-1938

Brown County Automobile Dealers' Association and Bay Auto Machinists' Union of the International Association of Machinists, Local 1105, AFL, Addendum (1938)

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Brown County Automobile Dealers' Association and Bay Auto Machinists' Union of the International Association of Machinists, Local 1105, AFL, Addendum (1938)

Location

Green Bay, WI

Effective Date

5-17-1938

Expiration Date

5-17-1939

Employer

Brown County Automobile Dealers' Association

Union

Bay Auto Machinists' Union, International Association of Machinists

Union Local

1105

NAICS

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Sector

Private

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT Made and entered into this 17th day of May, 1938, by and between the BAY AUTO MACHINISTS' UNION, Local Lodge No. 1105 of Green Bay, Wisconsin, (part of the International Association of Machinists, Affiliated with the A.F. of L.) hereinafter referred to as the "Union" and the BROWN COUNTY AUTOMOBILE DEALERS' ASSOCIATION of Green Bay, Wisconsin, as agent of those members whose names appear on the attached Exhibit "A", hereinafter referred to as the "Employer".

W I T N E S S E T H

THE END THAT harmonious relations between the Employer and his employee may be established and maintained, and the public may be best served, it is hereby mutually agreed that:

PART I - UNION RECOGNITION AND BARGAINING

1. Recognition for Bargaining.

The Employer recognizes the Union as the exclusive bargaining agency for all "employees" as herein defined.

2. "Employee" defined.

The word "employee" as used in this agreement shall include all the journeymen and apprentices of the auto mechanics, machinists, automobile electricians, body and fender repairmen, radiator repairmen, trimmers and upholsterers, auto painters, partsmen, lubricators and washers classifications in shops now operated, or which may during the life of this agreement be operated, by the employer. It shall not include any person in an executive, managerial, general supervisory, office, or automotive sales capacity. Nor shall it include any shop foreman, service manager, floor man (service man) and parts manager (where he supervises one or more partsmen) whose function is exclusively supervisory or managerial; provided however that no person, even though he properly belongs in one of the above mentioned excluded classifications, shall be so excluded if on the date of this agreement such person has membership in the Union.

3. Discrimination.

The Employer will not, in any way, directly or indirectly, interfere with or discriminate against any employee because of his Union activity. Consistent with the letter and the spirit of both the Wisconsin and the Federal Labor Relations Acts, the Employer recognizes (and fully respects) the right of any employee to join and assist the Union.

4. Union Membership.

While the question of compulsory union membership has, by mutual consent, been deferred for the duration of this agreement, the Employer, nevertheless, wishes his employees to know that he is in hearty accord with the purposes of collective bargaining through the medium of union organization and wishes to continue under this type of relationship in the future. Both the employer and the employees are benefited by the results of such bargaining. The employer therefore recommends that every employee have a wholesome and proper regard for his obligations and indebtedness to the union for the benefits it bestows.

5. Hiring New Employees.

When at any time the employer is in need of new and additional help, he will give first consideration for such employment to persons on the union's unemployed list. Only at such times as a substantially more competent and suitable person is available through some other source, will the employer fail to hire persons available on such union list.



PART II -- WORKING TIME AND LAYOFFS

6. Dividing Available Work.

All available work shall at all times be divided as equally as possible.

7. Reduction of Hours.

No layoffs shall be effected while all employees in any given classification can be given not less than forty (40) hours of work per week; provided however that no senior employee in said classification shall be given less than forty (40) hours of work in any week; provided further, that no employee shall be permitted to work in excess of forty (40) hours per week while any employee in his classification, who is available for work, remains laid off.

8. Layoff.

(a) When any layoff because of lack of work becomes necessary, the principle of seniority by classification shall prevail; that is, the last person hired in any classification shall be the first laid off; the last laid off shall be the first rehired; provided however that consideration, prior to seniority, must be given to maintaining the ratio of journeymen to apprentices as provided in paragraph 38.

(b) Nothing in this section shall be construed to require the employer to layoff (or return to work) any employee according to the seniority rule if, by so doing, the efficiency of operation in the shop would be substantially impaired.

(c) When any layoff (or return to work) is contemplated which does not follow the straight seniority rule, the employer shall notify the union of the fact (and the reasons therefor) not less than twenty-four (24) hours before such action is to be effected. Should the union desire to dispute the propriety of the contemplated layoff (or return to work) on the grounds that the intent of this section is being violated (or on any other ground it wishes to protest), it shall proceed as in the case of any grievance.

9. Promotion and Transfer.

In the event of a promotion or transfer, preference shall be given to the older employee in point of service in the classification affected by such promotion or transfer; provided that such older employee in point of service is equally efficient with his younger (in point of service) competitor for the promotion or transfer.

10. Apprentices Promoted.

When any apprentice advances to the status of a journeyman, he shall, if he continues with the employer, take the seniority of any new employee.

11. Normal Work Day.

The normal work hours or work per day for employees shall be nine (9) hours and shall, for day-shift employees, be worked between the hours of 7:00 A. M. and 8:00 P. M.

12. Night-Shift Employees.

Any employee working on a regular schedule or work hours beginning before 7:00 A. M. or ending after 8:00 P. M. shall be classified as a night-shift employee.

13. Lunch Period.

Each employee shall, unless otherwise agreed to by the shop committee and the employer, be allowed a regular lunch period of one (1) hour when the fifth work hour in any one day has been completed.

14. Normal Work Week.

The normal hours of work per week shall be fifty-four (54) hours.

15. Protection of Employer's Legal Rights.

When any state or federal law sets a shorter schedule of work hours than is here provided, such shorter schedule shall prevail while such law is in force. Nothing herein contained, however, shall be construed to abrogate or abridge the right of the employer to question the constitutionality of such law as it affects him.

PART III - WAGES

16. No Wage Reductions.

No employee shall, as a result of the minimum rates herein established, suffer any reduction in the wage rate applicable to him on April 30, 1938.

17. Journeyman Wages.

The minimum rate applicable to day-shift employees and payable to any journeyman, (including body men, mechanics, auto electricians, auto painters, auto trimmers and upholsterers) shall be fifty-five (55) cents per hour; provided that any journeyman newly hired after the date of this agreement shall receive not less than sixty-five (65) cents per hour; provided further, that any journeyman whose minimum rate is fifty-five (55) cents per hour can at any time upon his own request have an examination to determine his ability and if such employee successfully passes such examination, his minimum rate shall immediately be sixty-five (65) cents per hour.

18. Examinations.

Any examination for the purpose expressed above shall be held under terms and conditions mutually agreeable to the management and the union.

19. Helpers, etc. - Wages.

(a) The minimum rate for helpers, lubrication men, and car washers shall be forty-five (45) cents per hour; provided however, that the minimum applicable to any new employees in any such classification shall, during their initial six (6) months of employment with the employer, be forty (40) cents per hour.

(b) In any case where there is more than one partsmen, those subordinate to the parts manager shall, during the first year of their employment, receive a minimum of thirty-seven and one-half (37½) cents per hour; during the second year, forty (40) cents per hour and thereafter, forty-five (45) cents per hour.

20. Night-Shift Wages.

Night-shift employees shall receive not less than five (5) cents per hour above the minimum rate prescribed for day-shift employees.

21. Compensation for Work Outside Classification.

No employee regularly classified shall suffer any reduction in pay rate while doing work of a type normally compensated for at a lower rate; provided however, that while, and to the extent, any employee performs work of a type paying a rate higher than his regular classification, such employee shall receive the higher rate.

22. Apprentice Wages.

The minimum hourly rate of pay applicable to apprentices in the mechanics, trimmers and upholsterers, auto electricians, auto painters and the body frame and fender classifications shall be as follows:

During the first year \$.35 per hour

During the second year	\$.45 per hour
During the third year50 per hour
During the fourth year55 per hour

23. Wages for Re-conditioning.

Nothing in this agreement shall be construed to permit a different wage rate to be paid to any employee doing a particular class of work on a re-conditioning job for the purpose of re-sale of a trade-in car from the wage rate which is paid for the same class of work done on a customer's car.

24. Compensation for Wrecker Service.

The minimum wage rate payable to the journeyman performing "Wrecker Service" and emergency work on any holiday (as defined in this agreement) shall be sixty-five (65) cents per hour; provided that nothing in this agreement shall be construed to require the payment of "time and a-half" for such service.

25. Overtime Rate of Pay.

Any work performed in excess of the normal hours of work per day or week, or work performed on any holiday, (subject only to the "Compensation for Wrecker Service" provision), shall be compensated for at the rate of "Time and-a-half".

26. Minimum Compensation for Any Day.

Any employee, who, on any day is required to report to work, shall be paid not less than the equivalent of four (4) hours work.

27. Piece Work Wage Rates.

When in any case piece work, flat rate, bonus or merit systems of pay are used as the basis for computing the earnings of any employee, the total wages paid to such employee shall, under no circumstances, be less than the minimum hourly rate applicable under the terms of this agreement to the job so done multiplied by the total number of hours such employee was required to be available, whether or not he actually performed any service for the employer.

28. Cancellation of Wage Provisions.

At any time after six (6) months from the effective date of this agreement if business conditions indicate that the wage schedules contained in this agreement are inequitable or cannot be maintained, either party may, upon thirty (30) days written notice to the other party, cancel the wage schedule and other wage provisions of this agreement. Within fifteen (15) days after such notice has been given, negotiations for new schedules and provisions shall begin. Such thirty (30) days' notice may be given so that the expiration of thirty (30) days will coincide with the expiration of the six (6) months' period.

29. Minimum Wage Legislation.

When any state or federal law sets a higher minimum wage than is here provided, such higher minimum shall prevail while such law is in force. Nothing herein contained, however, shall be construed to abrogate or abridge the right of the employer to question the constitutionality of such law as it affects him.

PART IV - DEFINITIONS, ETC.

30. Holidays.

The holidays shall be each Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

31. Meeting Nights.

No member of the Union shall work later than 6:00 P. M. on any Union meeting, night, except in case of emergency, or for wrecker service as hereinafter defined.

32. Wrecker Service.

The employer (providing he rotates the assignment of this duty) may keep one journeyman on regular duty on all holidays and Union meeting nights for the primary purpose of emergency, tourist and wrecker service. The normal work week hours of such journeyman shall be so arranged that such duty becomes a part of the normal work hours for the employee filling such assignment and such employee shall be permitted to select his day off.

33. Journeyman.

Any employee who has worked as an apprentice at the automobile trade as a mechanic, trimmer and upholsterer, body man, auto electrician or auto painter for a period of four (4) years and who, upon the completion of such apprenticeship period when called upon can pass a satisfactory examination in the type of work he claims as his proper classification, shall be rated as a journeyman.

34. Examination.

Examinations referred to in this Part shall mean such examinations as are recommended by the factory with whom the Employer deals, and are supplied by the Employer to the applicant, no employee shall be penalized for failing to pass such examination and the conditions under which it is to be held shall be mutually agreeable to the employer and the union. ✓

35. "Apprentice" defined.

Any employee who under proper direction and supervision, is systematically learning over a period of four (4) years some branch of the automobile trade, shall be rated as an apprentice; provided that helpers, lot-men, washers, lubrication men and runners shall not be subject to apprenticeship.

36. Apprentice Indenturing.

Any apprenticeship may, if possible, be indentured and supervised by the Apprenticeship Division of the Wisconsin Industrial Commission; provided that all wage rates, regulations and conditions prescribed by the Industrial Commission for indentured applicants under its jurisdiction shall supercede any provisions of this agreement not consistent therewith.

37. Apprentices now Working.

If, at the time this agreement is signed, the employer has a greater number of apprentices than the ratio provided in paragraph 38, such apprentices may continue to finish out their apprenticeship.

38. Ratio of Apprentices to Journeymen.

The employer shall retain a minimum of one (1) journeyman in each shop, and each shop may have a minimum of one (1) apprentice; provided that where five (5) journeymen are employed in any shop, two (2) apprentices may be employed; provided further, that for each five (5) additional journeymen one (1) additional apprentice may be employed.

39. Apprenticeship Probation.

Any apprentice shall be subject to a six (6) months probation during which period either the employer or the apprentice may, at any time, terminate the relationship.

PART V - MISCELLANEOUS

40. Discharge.

An employee may be discharged only for good and sufficient cause.

It shall be considered just cause for discharge where in any case an employee solicits or performs work (except on his own car) of the character performed or sublet by his Employer in any other than his Employer's place of business.

No employee shall be discriminated against or discharged for upholding Union principles or for giving information regarding violations of this agreement.

A regular employee whose employment has been permanently terminated by the employer for good and sufficient cause (other than drunkenness, dishonesty, or insubordination) shall be given one week's notice or one week's pay in lieu thereof.

41. Shop Rules Violations.

Any serious or repeated violation of reasonable shop rules shall be considered good and sufficient cause for discharge, and in case of any discharge, the Employer shall give to the Secretary of the Union notice of such discharge with a statement of the cause thereof within twenty-four (24) hours after the discharge.

42. Employees Mutual Cooperation.

Both union and non-union employees shall respect each others' rights to a peaceful and cooperative condition of employment.

43. Grievances.

The shop committee of three (3) members may present grievances to the Employer during working hours without suffering any wage losses; provided that such conference or conferences shall not, without the consent of the management, last longer than one (1) hour in any one day. In case any grievances cannot be settled during working hours under the above conditions, the conference on such grievance shall be continued after normal working hours.

44. Disputes.

In the event of any dispute relative to the interpretation of any part of this agreement, or caused by grievances that cannot be settled by the management (in person or by committee) and the shop committee, the matter shall be referred to a representative of the management and a representative of the International Association of Machinists. In the event of failure to settle the grievance by the management and the said representative, the matter shall then be referred to the Wisconsin Labor Relations Board in accordance with Chapter 111 of the laws of the State of Wisconsin.

45. Strike or Lockout.

No strikes or lockout shall take place while negotiations are being made to settle any disputes or differences.

The employer, in case of a lockout, or the Union, in case of a strike or the posting of a picket line, shall give to the other party to this agreement ten (10) days' notice in writing before such action is taken.

46. Release.

As a mark of good faith and good-will, both parties to this agreement, except for an wage claim, hereby release each other from any possible or actual charge of breach or violation of the agreement in effect

immediately prior to this present agreement and affecting the same parties.

47. Union Cooperation.

The Union and each employee of the Employer who is a member thereof, recognizing the necessary prompt, proper, efficient, reliable, and courteous operation of the business, will make every effort to cooperate fully with the desires of the Employer to achieve these results, and will promote his welfare and interest whenever possible.

48. Union Business During Work Hours.

There shall be no discussion of organization or carrying on Union business by any employee during working hours, or upon the Employer's premises without the Employer's consent, and any conference between the Employer and employee shall be conducted through the Union committee chosen for such purpose in cases where Union business or matters under this agreement are to be discussed.

49. Notice of Leave.

In the event any employee desires to discontinue employment, he shall give to the Employer a six (6) day notice of his intention to do so or forfeit the equivalent of one week's pay in lieu thereof.

50. True and Accurate Records.

The Employer shall keep true and accurate records of the actual time each employee is required to work (or be available for work) and the job classification in which such work is performed.

51. Union Membership, Admissions and Reinstatements.

The Union shall accept all present as well as future employees into its membership upon the same terms and conditions as govern the admission of others to such membership, when and if such employees apply for membership. It is hereby indicated that no penalty is to be inflicted upon any present employee for failure to become a member of the Union at the present time; it is further assured that any employee who has lost or forfeited his union membership will be reinstated to membership without penalty or prejudice.

52. Effective Date and Termination.

This agreement shall become effective on the 17th day of May, 1938, and shall supersede all other collective bargaining agreements involving the employees herein affected, and shall remain in effect for a period of one (1) year, and shall automatically renew for successive one year periods thereafter, unless either party hereto gives notice of termination in writing not less than thirty (30) days before the expiration date thereof. Such notice shall indicate all objections and any changes desired.

BROWN COUNTY AUTOMOBILE
DEALERS' ASSOCIATION

THE BAY AUTO MACHINISTS UNION, LOCAL
LODGE NO. 1105,

APPROVED:

Grand Lodge Representative of I.A. of
M.

EXHIBIT "A"

We, Cliff Wall, as President of the BROWN COUNTY AUTOMOBILE DEALERS' ASSOCIATION, of Green Bay, Wisconsin, and D. C. Martin, Secretary of such Association, do hereby certify that James Stathas and Robert C. Bassett of Green Bay, Wisconsin, as chairman of the Bargaining Committee and attorney for the Committee, respectively, have been given full authorization by the association to bargain collectively with the Union party to this agreement, and to complete an agreement to be submitted to the association for its approval; and

We do further certify that the association has authorized Cliff Wall, as president, D. C. Martin, as secretary, and James Stathas, to sign, seal and deliver the attached agreement as the solemn contract of this association, acting as agent for the members whose names appear in this certificate; and

We do further certify that the following members of the association have become parties to this agreement by accepting such agreement and authorizing the association to sign as an agent for them:

Brown County Motors
Fox River Motors
Stone Motors
Buth Motors
Del Motor Car Company
Nicolet Motors, Inc.
Pankratz Motors

Schmitz Motors
Van Drisse Motors
Bogda Motors
Cliff Wall Motors
Hackl Motor Sales
Green Bay Motors

President

Secretary

EXHIBIT "B"

We, as the duly elected and authorized officers of the BAY AUTO MECHANICS' UNION, Local Lodge No. 1105, (part of the International Association of Machinists, A. F. of L.), of Green Bay, Wisconsin, do hereby certify that George Sweet, Joe Bayer, and Art Vannes, as the committee, and John Glasgow, as the representative of the International Association of Machinists, have been fully authorized by this Union to bargain collectively with the Brown County Automobile Dealers' Association in an attempt to negotiate an agreement, to complete an agreement, if possible, and to submit such to the Union for its approval; and

We do further certify that the Union has authorized the above named committee to sign, seal, and deliver the attached agreement as the solemn contract of this Union, acting for all its members.

President

Secretary

STRIKE SETTLEMENT

THIS AGREEMENT Made and entered into this 17th day of May, 1938, by and between the BAY AUTO MACHINISTS' UNION, Local Lodge No. 1105 of Green Bay, Wisconsin, (part of the International Association of Machinists, affiliated with the A. F. of L.) hereinafter referred to as the "Union" and the BROWN COUNTY AUTOMOBILE DEALERS' ASSOCIATION of Green Bay, Wisconsin, as agent of those members whose names appear on the attached Exhibit "A", hereinafter referred to as the "Employer".

W I T N E S S E T H

1. The strike shall be called off at once.
2. All employees shall without discrimination be returned to their former positions as soon as sufficient work is available; provided that all employees not called to work before that time shall report to work on Thursday morning (May 19, 1938) unless any employee is notified to the contrary by the employer.
3. The rule of seniority by classification shall be strictly applied in determining who shall remain at, or return to work.
4. The Collective Bargaining Agreement entered into on the 17th day of May, 1938, by and between the undersigned parties shall be a part of this settlement.

BAY AUTO MACHINISTS LOCAL 1105

BROWN COUNTY AUTO DEALERS' ASS'N.

