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Cheyenne Auto Trades Association and International Association of Machinists, Local 1023 (1938)

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Cheyenne Auto Trades Association and International Association of Machinists, Local 1023 (1938)

Location

Cheyenne, WY

Effective Date

8-1-1938

Expiration Date

1-1-1940

Employer

Walton Motor Co.; Nolan Swanson, Inc.; Duggan Motor Company; Frank G. Clark, Inc.; Cheever Motor Co.; Tyrrell Chev. Co.; Atlas Tire Shop; Frey Motor Co.; Wyoming Automotive Co.; W.E. Dinneen, Inc.

Union

International Association of Machinists

Union Local

1023

NAICS

44

Sector

Private

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Cheyenne, Wym

Jan HO 2003

DECLARATION OF PRINCIPLES.

To promote and establish amicable relationship between ourselves and our employees who may be members of Local No. 1023, of the International Association of Machinists, affiliated with the American Federation of Labor, the undersigned Automobile Dealers and Garage Proprietors of the City of Cheyenne, hereby tender to the members of said Local No. 1023, the following MEMORANDUM OF AGREEMENT, relative to rates of pay, hours, and working conditions effecting our industry.

MEMORANDUM OF AGREEMENT made and entered into this 22nd day of July, A. D., 1938, by and between the Cheyenne Auto Trades Association, a voluntary organization, and the undersigned independent garage operators, party of the first part, hereinafter referred to as the employer; and Capitol Auto Mechanics Lodge No. 1023, of the International Association of Machinists, affiliated with the American Federation of Labor, party of the second part, hereinafter referred to as the Union, WITNESSETH:

RECOGNITION. As a result of the signing of this agreement Lodge No. 1023 of the International Association of Machinists shall be recognized as the exclusive collective bargaining agency for employees covered by this agreement.

SECTION 1. CLASSIFICATION. The classification of employees coming under the terms of this agreement shall include Journeyman machinists, auto mechanics, body, fender, radiator, frame and axle repair men, auto electricians, welders, trimmers, painters (Class A) and Ignition men.

SECTION 2. HOURS OF SERVICE.

- (a) Eight (8) hours of work performed in nine (9) consecutive hours between the period of 7:00 A. M., and 7:00 P. M., shall constitute a work day.
- (b) Six (6) days shall constitute a work week of forty-eight (48) hours. A regular night shift may be commenced at any hour before 5:00 P. M. on any work day selected by the employer.
- (c) One (1) rest day period shall be granted the employee during each calendar week.
- (d) Any employee may be required to work overtime during any work day or week for a period not to exceed four (4) hours, and shall be paid for such overtime at the rate of one and one-half (1½) his base hourly pay.

SECTION 3. RATE OF PAY.

- (a) Auto mechanics, machinists, body, fender, radiator, frame and axle repair men, auto electricians, welders, trimmers, and class A painters shall be paid a minimum of 65¢ per hour, or in the alternative, and at the opinion of the employer, may be paid 40% of the flat rate labor charged to the customer based upon \$2.00 or more per hour. Under either form of payment time consumed shall conform to approved time schedules for each specific repair operation. Body work on wrecks shall be based on estimate of time by the regular body estimator, and shall be based upon the prevailing hourly rate.
- (b) Computation of pay shall be based upon the actual hours of work performed.
- (c) Apprentices shall receive the following scales of pay:
 - First twelve (12) months- - - - -30¢ per hour.
 - Second twelve (12) months- - - - -40¢ per hour.
 - Third twelve (12) months- - - - -50¢ per hour.
 - Fourth twelve (12) months- - - - -60¢ per hour.
- Apprentices shall be employed full time.
- (d) Shop foremen, Service and Assistant Service Managers, not using the tools of the trade, are to be excluded from the terms of this agreement.
- (e) Working shop foremen, who use the tools of the trade, and who come under the terms of this agreement, may be employed on a flat weekly or monthly basis.
- (f) Any employee, coming under the provisions of this agreement, regularly employed on a night shift shall receive a 5% increase over the daily wage schedule, but the computation of the additional 5% shall be limited to those hours on the night shift which occur after 7:00 P. M.
- (g) Any employee, coming under the terms of this agreement, may be paid on a flat weekly basis, provided the weekly rate is not below the minimum rate set up in this Section for the number of hours work performed.

(h) No present employee shall have his hourly rate reduced if now employed on an hourly basis, nor his weekly rate reduced if now employed on a weekly basis, as the result of the signing of this Agreement.

SECTION 4. OVERTIME. The employee shall be paid one and one-half ($1\frac{1}{2}$) times his base hourly rate for all hours which he is required to work in excess of the regular work day or on National Legal Holiday.

SECTION 5. DEFECTIVE WORKMANSHIP. It is to be assumed that all employees, coming under the terms of this agreement are competent, and all defective work shall be re-performed by the employee without recompense; the responsibility for defective workmanship to be determined by the shop committee and the employer.

SECTION 6. NUMBER OF APPRENTICES. One apprentice may be employed in any establishment where one journeyman is employed, and the employer may employ an additional apprentice for each five additional journeymen, or major fraction thereof, employed by him in his establishment.

SECTION 7. REDUCTION OF EMPLOYEES. Seniority, shall be established following six-months of continuous service with the employer. In all lay-offs and re-establishment of forces the rule of seniority shall apply.

SECTION 8. COMPETENCY. The employer reserves to himself the sole, exclusive, and final right to discharge any employee who, in the employer's judgment, is dishonest, negligent, incompetent, insubordinate, or for the use of intoxicating liquors to the extent that, in the employer's judgment the efficiency of the employee is impaired.

SECTION 9. ORGANIZATIONAL AFFILIATIONS. Nothing herein contained shall be so construed as to compel any employee to join or refrain from joining any labor organization.

SECTION 10. WORK TO BE PERFORMED. Any employee shall perform any work or labor in connection with his employer's business, provided he is paid therefor on the basis of his classification.

SECTION 11. OUTSIDE WORK. No employee shall be permitted to do any outside automobile repair work or any work effecting the automotive industry other than in his employer's shop, except at the direction of his employer.

SECTION 12. EMPLOYER'S TOOLS. Every employee hereunder shall provide himself with all the hand tools necessary and needful to effectively and efficiently work in his classification.

SECTION 13. OWNER, PROPRIETOR OR MANAGER. The owner, proprietor or Department Manager of any automobile repair shop, garage, or service station may perform any work or render any service in connection therewith.

SECTION 14. SYMPATHETIC STRIKES. The union does not approve to sympathetic strikes and will not participate therein.

SECTION 15. CO-OPERATION. The Union shall use all reasonable and lawful means at its command to make the terms and provisions of this agreement applicable and in force in all automobile repair shops and garages, and generally in all establishments in the Cheyenne area, engaged in the automotive industry.

SECTION 16. ARBITRATION. Should any difference arise in reference to the rules contained in this Agreement that cannot be satisfactorily adjusted by the employer and Shop Committee, such matters shall be referred to a duly authorized representative of International Association of Machinists for adjustment; there shall be no stoppage of work on the part of the men or lockout on the part of the employer, while negotiations for adjustment are pending.

Failing to reach a satisfactory settlement through the above method of arbitration; the parties signatory hereto shall each select an arbitrator; the two thus chosen shall select a third, and the three thus chosen shall constitute a Board of Arbitration to hear and determine the matter of dispute as promptly as possible; the finding or award of said Board shall be final and conclusive upon the parties hereto.

In the event the two arbitrators chosen by the parties hereto shall be unable to agree within five days upon the third member as herein provided; then in that event, the third member shall be chosen by the Judge of the United States District Court for the District of Wyoming upon the written request of the two arbitrators so failing to agree upon the choice of the third. The Board of Arbitration, when thus constituted, shall have all the rights, powers and duties granted and imposed upon the Board of Arbitration.

SECTION 17. DURATION OF AGREEMENT. The terms and provisions of this agreement shall become effective August 1, 1938, upon the signing hereof by the duly authorized agents of the parties hereto and shall be in force and effect to and until January 1, 1940, and yearly thereafter, unless one of the parties hereto shall serve upon the other party, thirty days prior to the expiration of any calendar year thereafter, a written notice of intention to no longer be bound by the terms and conditions of this agreement; and upon so doing the terms, conditions and provisions of this agreement shall, at the expiration of said fixed time, no longer be in force and effect.

IN WITNESS WHEREOF, each of the parties has caused these presents to be signed in its organization name by its officers or duly authorized representatives this 22nd day of July A. D., 1938.

CHEYENNE AUTO TRADES ASSOCIATION.

Signed: F. L. ROE,
President.

Signed: WM. F. DeVERE,
Secretary.

INTERNATIONAL ASSOCIATION OF MACHINISTS
LODGE NO. 1023.

Signed: GEORGE H. MOON,
President.

Signed: WILLIAM A. CARPENTER,
Secretary.

(SEAL)

INDIVIDUAL SIGNATURES

F. L. ROE

WALTON MOTOR CO.,
By J. H. Walton.

NOLAN SWANSON, INC.,
by Al. W. Swanson,

H. M. SYMONS

D. E. TAYLOR

DUGGAN MOTOR COMPANY,
By J. W. Duggan.

FRANK G. CLARK, INC.,
By Gibson Clark.

CHEEVER MOTOR CO.,
By R. E. Cheever.

GUS FLEISCHLI

BERT J. SMITH

TYRRELL CHEV. CO.,
By A. V. Tyrrell.

ATLAS TIRE SHOP,
By Alex McGinnis & R. Gall

FREY MOTOR CO.,
By Oliver W. Frey

W. H. DITZEL, INC.,

WYOMING AUTOMOTIVE CO.,

W. E. DINNEEN, INC.

FRANK G. SMITH,

PAUL E. WELLS

