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Collective Bargaining Agreements

11-19-1938

Minneapolis Automobile Retail Salesmen's Association and Automobile Salesmen's Union, Retail Clerks International Protective Association, Local 1420, AFL (1938)

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Minneapolis Automobile Retail Salesmen's Association and Automobile Salesmen's Union, Retail Clerks International Protective Association, Local 1420, AFL (1938)

Location

Minneapolis, MN

Effective Date

11-19-1938

Expiration Date

11-18-1940

Employer

Minneapolis Automobile Retail Salesmen's Association

Union

Automobile Salesmen's Union, Retail Clerks International Protective Association

Union Local

1420

NAICS

44

Sector

Private

Item ID

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Comments

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AGREEMENT

310232
Clerks # 1420
Copy
Minneapolis Minn
11-18-40

The undersigned employers in the automobile business in the City of Minneapolis, Minnesota, being desirous of maintaining and furthering a friendly and harmonious relationship between employee salesmen and themselves, and in consideration of mutual promises beneficial to salesmen and employees, do hereby agree to establish and maintain the following terms and conditions of employment:

1. There will be no discrimination for or against any employee because of his membership or non-membership in any labor organization. It is also understood that any and/or all employees of the members of the Minneapolis, Automobile Dealers Association shall be free to join or not to join any labor organization without coercion or intimidation on the part of any person or group affected by these provisions. (Note: In the Agreement tendered the Automobile Salesmen's Local 1420, the following sentence appears:) Automobile Salesmen's Local 1420, R.C.I.P.A., affiliated with American Federation of Labor, reserves the right to represent their own members. (Note: In the agreement tendered the Minneapolis Automobile Retail Salesmen's Association, Inc. appears the following:) The Minneapolis Automobile Retail Salesmen's Association reserves the right to represent their own members.
2. The employer shall not enter into any agreement with employees individually or collectively which in any way conflicts with the terms and provisions of this agreement.
3. All show rooms and used car lots shall be closed on Sundays and the following legal holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, and Christmas, or the day observed by the State or Nation as such holiday.
4. The employers will not permit the selling or either new or used cars except through their authorized sales employees. No dealer shall sell at wholesale new cars, commercial cars or trucks to any one who is not an authorized dealer handling the same make of cars, commercial cars or trucks.
5. No dealer will accept any new car or used car deal unless the salesman is paid his full commission based on the commission plan in force at the time of delivery.
6. Each dealer who is a party to this agreement shall advise each and all of his salesmen in writing of the new and used car plan so that there will be no misunderstanding between salesmen and the dealer concerning same.
7. Any salesman referring a sales transaction which has been rejected by his employer to another dealer without the consent of his employer shall be subject to immediate dismissal.
8. No salesman shall be a party to financing any new or used car sale outside of the dealership where he is employed. Such action on his part shall be immediate cause for dismissal. The same shall apply to any salesman in the dealer's employ selling either a new car or used car other than that handled by his employer.

9. Each dealer shall be allowed not to exceed 15% of total new car deals as house deals, except that this shall not apply to fleet deals or to a dealer employing less than three (3) new car salesmen.
10. Commissions on all house deals in excess of the 15% as allowed above shall be credited to a salesman's bonus account and distributed pro-rata on or about the fifteenth of December. Statements of the accrued bonus account shall be rendered salesman at least quarterly.

Remuneration for new car sales shall not be less than the following, all based upon the Minneapolis delivered price:

Up to \$600.00 delivered	\$20.00
\$600.00 to \$800.00	25.00
\$800.00 to 1000.00	30.00
\$1000.00 to 1200.00	40.00
\$1200.00 and up	50.00

- A. During clean up period, which shall not exceed a period of sixty (60) days prior to the announcement of a new car, dealers may reduce any higher remuneration established for salesmen on any new car sales to the minimum rates stipulated above.
- B. Demonstrators shall fall in the same price bracket as new cars, but dealers may reduce compensation of the sale of demonstrators to the following:

Up to \$600.00 delivered	\$15.00
\$600.00 to \$800.00	20.00
\$800.00 to \$1600.00	25.00
\$1000.00 to 1200.00	30.00
\$1200.00 and up	40.00

- C. Salesmen will be paid a ten percent (10%) commission on the sale of any accessories at list price that are not included in the standard equipped price of the new cars as shown on the printed price schedules.
11. All regular full time salesmen shall have a drawing account, to apply against commission earned, of not less than fifteen dollars (\$15.00) a week, payable weekly, up to a maximum of one hundred fifty dollars (\$150.00) at which time drawing account will automatically be suspended until such time through credits earned the account falls below the one hundred fifty dollar (\$150.00) maximum. Any salesman new or used shall serve thirty (30) days before qualified as a regular full time salesman and eligible for this drawing account.
12. Employees to be eligible for this drawing account shall devote their full working time to their employers and abide by any reasonable house rules required of all salesmen as to hours, floor schedules, reports, demonstrators, etc. that are not in conflict with the terms of this agreement.

13. Retail used car sales shall be compensated on the basis of seven (7%) on the cash difference involved in the sale of any used car with the following exceptions:

Used cars selling from \$5.00 to \$50.00 - Minimum \$5.00
 Used cars selling from 51.00 to 100.00 - Minimum 7.00

No commissions shall be paid on junkers or used cars wholesaled to dealers.

- A. Salesmen's commissions on both new and used cars shall be computed in statements to the salesman not later than the tenth day of each month following.
14. This supersedes all existing agreements as regards compensation except that any dealer may adopt any basis of compensation which is equal to or greater than the above basis, figured during any pay settlement period but not on the individual transaction.
15. When new car salesmen are provided with demonstrators, it shall be optional with the dealer as to whether he shall furnish the salesman with a demonstrator or shall require salesman to purchase demonstrator.
- A. If the dealer desires to sell the salesman a demonstrator at the salesman's request, the demonstrator shall be purchased by the salesman on the following basis: On cars costing up to \$1000.00 the dealer will sell the car to the salesman at the dealer's cost price, plus \$25.00. On cars costing from \$1000.00 to \$2000.00, the dealer will sell the car at his cost plus \$50.00. On cars costing over \$2000.00, the dealer will sell the car at his cost plus \$75.00, this cost to cover guaranteed period after demonstrator is sold. It is understood that in purchasing a demonstrator on the above basis, the salesman must furnish satisfactory insurance to the dealer.
- B. All demonstrators sold to salesmen will be ready for sale every 120 days if the salesman or dealer so desires, and a new one furnished on the same basis. This will be construed to mean that the salesman can be furnished with three (3) new cars a year if he or the dealer so desires, and if new cars are available.
- C. The dealer will at his option furnish the salesman with demonstrators of the model that the dealer selects, and such are not to be taken out of Hennepin or Ramsey County on salesman's personal trips without the consent of the dealer. For the use of such demonstrator, the salesman shall pay \$5.00 per month for cars costing up to \$1200.00, and \$10.00 per month for cars costing over \$1200.00.
- D. Maintenance of the demonstrators will be taken care of by the dealer on the following basis: The dealer will pay one-half and the salesman will pay one-half of the maintenance charge based on the retail price in operation. The dealer agrees to furnish a minimum of \$10.00 worth of gasoline per month for use in salesman's demonstrator for demonstration purposes. The salesman is to be entitled to four (4) washes per month without charge.

16. Disputes as to fact over the compliance with any of the terms and/or provisions contained herein which cannot be settled by the aggrieved employee or his representative and the employer shall be referred to the dealer Compliance Committee through the association secretary, H.M.Whisman, 317 Plymouth Bldg., Bridgeport 3903. If the matter is not satisfactorily settled within two working days, it shall be referred to an arbitration committee consisting of five (5) members, two (2) to be selected by the employee or his representative, two (2) by the employer, and the four (4) thus selected shall name a fifth member who shall act as chairman of the arbitration committee. The decision of this arbitration committee shall be final and binding upon both parties.

This agreement shall be maintained in full force and effect from November 19th, 1938 for the period of two years ending November 18th, 1940.