

# DISTRICT



AUTO MECHANICS  
FORD AGREEMENT

## BULLETIN

### A G R E E M E N T

This Agreement made and entered into this 18th day of August, 1934, by and between (Ford Dealer) hereinafter called the Employer, and those of its employees who have authorized the officers of the Auto Workers Department of the Cleveland Met Trades Council, affiliated with the American Federation of Labor to represent them, hereinafter called the Employees.

### ARTICLE I.

Forty (40) hours shall constitute a week's work. The schedule of daily hours shall be agreed upon by the Shop Committee herein provided for and the Employer, but no schedule shall

call for more than eight (8) hrs. per day. This provision shall not apply to parts men, write-up men, foremen, service managers and other Employees employed exclusively in a supervisory capacity.

## ARTICLE II

Mechanics shall be paid at the rate of forty-five (45%) percent of such flat labor rate as may from time to time be established by the Ford Motor Company Suggested Repair Labor Schedule and/or by the Employer. Work performed between 7 P.M. and 7 A.M. shall be classed as night work and shall be paid for at the rate of 50% of the above-mentioned flat rate.

All jobs, the price for which is not established by the Ford Motor Company Suggested Repair Labor Schedule, shall be priced by the Employer on the basis of the labor rates in said Schedule.

When flat rate prices, whether fixed by the Ford Motor Company Suggested Repair Labor Schedule or by the Employer as above provided, do not pay a mechanic a satisfactory wage, the Employer shall, at the request of the Shop Committee, consider a revision upward of said flat rate prices.

The Company shall endeavor to so adjust the number of said mechanics employed that the average weekly earnings of said mechanics may be maintained at

not less than thirty dollars  
(\$30.00)

Lubrication men shall for the present be paid the same rate as now paid by the Company. Said rate shall be changed to the rate fixed for such class of labor by the Board of Arbitration now considering the dispute between certain Oil Companies and Gasoline Station Operators Union #18578, said rate to be retroactive to the date upon which said Employees return to work.

Employees in the following classifications shall be paid the minimum rate set opposite such classifications.

Journeyman Auto Mechanics	
with supervisory duties	--\$36.00week
Journeyman Auto Mechanics	
when on hourly basis	----- .80
Parts man	per week ----- 36.00
Parts man assistant	
(40 hours)	----- 30.00
Body man	per hour ----- .80
Fender man	per hour ----- .80
Painters	per hour ----- .80
Car washers, porters, and	
laborers	per hour ----- .45

Time and one-half shall be paid for all work performed by an Employee before or after his regular schedule of hours and the charge to the customer on such work increased fifty (50%) percent over the flat rate or hourly charge for same, provide however, that overtime shall not be paid on a job which should have been performed during regular working hours by the

mechanic handling the job. Work performed on Sundays and the following holidays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at the rate of double time and the charge to the customer increased accordingly.

### ARTICLE III

Any Employee covered by this agreement who was on July 16, 1934 receiving a higher rate of pay shall suffer no reduction in pay on account of this Agreement, so long as he holds the same position as he held on said date.

### ARTICLE IV

In laying off men, the following factors shall be taken into consideration, men with families, seniority, skill and efficient service. Before new help is hired, employees laid off shall be returned to work in the order laid off, if available.

### ARTICLE V

Members regularly employed shall not solicit, contract or do work, for pay, such as is being done by the Company, other than in the Company's place of business.

### ARTICLE VI

All Employees shall perform their work in a good and workmanlike manner as directed by

the Employer, service manager or shop foreman. Nothing contained in this Agreement shall be construed to limit the Company's right to discharge any Employee for just cause.

#### ARTICLE VII

Should any Employee covered by this Agreement believe he has been unjustly dealt with, or any of the provisions of this Agreement violated and he cannot adjust the matter satisfactorily with his foreman or other direct superior, the case shall be taken up with the Company official in direct charge by such shop committee as the Employees parties hereto may appoint. If no adjustment is made, the committee or their representatives shall handle the case with the chief executive of the Company or his representative for adjustment.

#### ARTICLE VIII

This Agreement is subject to and in all respects shall be performed by the parties hereto in conformity to Section 7 (a) of the N.I.R.A. The Employer shall not discriminate against, intimidate or coerce any Employee because he is a member of any group or groups, or because he serves on any committee representing any group, nor shall the Employees parties hereto, or their representatives, discriminate against, intimidate or coerce any other Employee because he does or does not belong to any group or groups.

## ARTICLE IX

There shall be no strike or lockout during the term of this Agreement or any renewal thereof, and any dispute or disagreement between the parties shall in the first instance be taken up by negotiation between the representatives of the Employees and the Employer, and if a settlement of the matter cannot be reached, every such dispute or disagreement shall, at the request of either the Employer or said representative be arbitrated in the following manner:

The Employer shall choose one arbitrator and notify the representatives of the Employees. The Employees or their representatives shall choose a second arbitrator and notify the Employer; and the two arbitrators so chosen shall choose a third and disinterested arbitrator. If either party fails to select its arbitrator within forty-eight (48) hours after notice from the other party then the party not in default shall call upon the senior judge of the Federal District Court of the Northern Division of Ohio to appoint an arbitrator for the party so in default. If the two arbitrators chosen or appointed for the parties to this Agreement shall fail to agree upon a third arbitrator within forty-eight (48) hours after their appointment, then either party may apply to the senior judge of the Federal District Court of the Northern Division of



Ohio to appoint the third arbitrator. In case of the failure in either instance of the afore said Judge to act, the presiding Judge of the Court of Common Pleas of Cuyahoga County is authorized to act in his stead.

The decision of the arbitrators shall be rendered in thirty (30) days and shall be binding upon all the parties hereto and their representative. The third arbitrator however appointed, shall be paid such fees as shall be agreed upon by him and the two arbitrators appointed by the Employer and Employees.

#### ARTICLE X

This Agreement shall be in full force and effect to June 30th, 1935, and thereafter from year to year unless written notice of a contrary intention is given by either party to the other sixty days prior to the expiration of the Agreement or any renewal thereof. Should such notice be given and the parties hereto mutually agree to execute a new agreement and should the terms of such new agreement not be concluded before the expiration of thirty (30) days of said sixty (60) day period the matters in dispute shall be referred to arbitration as herein provided.

(signed) Ford  
Dealer

By:

Bundy Motor Company  
Cleveland Packard Company  
Heights Motor Sales Company  
Kane Motor Company  
Latimer, E. D. Inc.  
Markad Inc.  
McDowell Motor Company  
Miller, W. E. Inc.  
Marshall Motor Company  
Pollock-Davis Company  
Rosenthall, Saml Inc.  
Searles Motor Company  
Stanton Edward A. Inc.  
Voelker, R. E. Inc.  
Zahner Motor Company  
Gray and Larick  
Horton, Ralph Inc.  
Independence Garage

For the Employees

Walter Gaiser, Business  
Agent Auto Mechanics  
Local #1363, Inter-  
national Ass'n. of  
Machinists.

Hugh McLean

J. D. Read  
N. C. Lawler

