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ARTICLES OF AGREEMENT

BETWEEN

RETAIL CLERKS' INTERNATIONAL PROTECTIVE  
ASSOCIATION, No. 1050

THIS AGREEMENT, MUTUALLY ENTERED INTO THIS 8TH DAY OF APRIL, A. D. 1937, BY AND BETWEEN THE RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION, LOCAL No. 1050, HEREAFTER REFERRED TO AS THE UNION, OR THE PARTY OF THE FIRST PART, THROUGH THEIR AUTHORIZED AGENTS, LOUIS SATREN AND THOMAS IOLA, AS BUSINESS REPRESENTATIVE AND PRESIDENT, RESPECTIVELY, OF LOCAL No. 1050 FOR THE CITY OF DETROIT AND THE STATE OF MICHIGAN, AND UNITED SHIRT DISTRIBUTORS, INC., OF THE CITY OF DETROIT, HEREAFTER REFERRED TO AS THE COMPANY, OR THE PARTY OF THE SECOND PART.

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS HEREINAFTER MENTIONED AND MUTUALLY AGREED UPON BY ALL PARTIES TO BE KEPT, DONE AND PERFORMED, DO HEREBY LEASE FOR THE PERIOD OF ONE (1) YEAR TO THE SAID PARTY OF THE SECOND PART ONE (1) UNION STORE CARD AS THE PROPERTY OF AND ISSUED BY THE RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION.

THE FOLLOWING ARTICLES OF AGREEMENT ARE FOR SALES-PEOPLE EMPLOYED BY THE PARTY OF THE SECOND PART, WHO ARE MEMBERS OF THE RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION, LOCAL No. 1050 OF DETROIT.

WITNESSETH: THAT BOTH PARTIES AGREED WITH THE OTHER TO THE FOLLOWING TERMS:

ARTICLE I

WAGES, HOURS AND CONDITIONS

STORE HOURS:

MANAGER---56 HOURS PER WEEK.  
CLERKS---48 HOURS PER WEEK.

EASTER, FATHER'S DAY, AND CHRISTMAS PEAK PERIODS--  
HOURS TO BE REGULATED BY STORE MANAGERS.

VACATIONS:

ALL EMPLOYEES IN THE COMPANY EMPLOYED ONE YEAR OR OVER SHALL BE GIVEN ONE WEEK'S VACATION WITH PAY--VACATION TO BE TAKEN DURING JULY, AUGUST AND SEPTEMBER.

SICK LEAVE:

COMPANY SHALL CONTINUE ITS PRESENT POLICY.

SALARIES:

STORES GROSSING UP TO \$30,000.00 ANNUALLY,

MANAGER----\$35.00

IF NEW EMPLOYEES--\$20.00 A WEEK DURING 3 MONTHS PROBATION.

IF RETAINED PAY INCREASED TO \$22.50

STORES GROSSING OVER \$30,000.00 BUT LESS THAN \$45,000.00,

MANAGER----\$40.00

FIRST MAN--\$27.50

IF NEW EMPLOYEE--\$20.00 FOR THREE MONTHS PROBATION.

IF RETAINED, SALARY INCREASED TO \$22.50

STORES GROSSING OVER \$45,000.00 BUT LESS THAN \$65,000.00,

MANAGER----\$45.00

FIRST MAN--\$30.00

SECOND MAN--\$22.50

IF NEW EMPLOYEE -- \$20.00 FOR THREE MONTHS PROBATION.

IF RETAINED, SALARY INCREASED TO \$22.50.

STORES GROSSING OVER \$65,000.00 ANNUALLY.

MANAGER----\$45.00

FIRST MAN--\$32.50

SECOND MAN--\$27.50

THIRD MAN--\$22.50

IF NEW MAN, SALARY IS SAME AS OTHER NEW MEN IN OTHER BRACKETS.

IN STORES GROSSING OVER \$65,000.00, ALL MANAGERS IN EMPLOY OF COMPANY OVER THREE (3) YEARS RECEIVE SALARY OF \$50.00.

SALARIES ARE BY THE WEEK, PLUS P.M.'S.

ANY NEW STORES OPENED, DURING FIRST YEAR OF OPERATION, MANAGER SHALL BE PAID \$35.00 AND HELPER \$22.50. NEW MAN SALARY AS IN OTHER BRACKETS.

IF STORE IS CLOSED DURING THE YEAR, DISPOSITION OF MEN IS LEFT TO THE DISCRETION OF THE MANAGEMENT.

MEN TRANSFERRED FROM ONE STORE TO ANOTHER SHALL NOT SUFFER A REDUCTION IN SALARY.

COMPANY RULES SHALL BE STRICTLY ADHERED TO BY MANAGERS AND CLERKS, WITH MANAGERS OF STORES RESPONSIBLE TO MANAGEMENT.

## ARTICLE II

(A) IT IS MUTUALLY UNDERSTOOD AND AGREED BY BOTH PARTIES TO THE CONTRACT THAT IN THE EVENT OF ANY CONTROVERSY ARISING WHICH IS NOT DEFINITELY COVERED BY THIS AGREEMENT, SAID CONTROVERSY SHALL FIRST BE REFERRED FOR SETTLEMENT TO THE BUSINESS REPRESENTATIVE OF LOCAL #1050, WHO SHALL ENDEAVOR TO SETTLE THE MATTER IN DISPUTE IN A MANNER SATISFACTORY TO BOTH PARTIES. SHOULD HE, HOWEVER, BE UNABLE TO SETTLE SAME, THEN THE MATTER IN CONTROVERSY SHALL BE SETTLED BY A BOARD OF ARBITRATION SELECTED AS FOLLOWS: ONE MEMBER TO BE SELECTED BY PARTY OF THE FIRST PART AND ONE MEMBER TO BE SELECTED BY THE PARTY OF THE SECOND PART. THESE TWO SHALL SELECT THE THIRD PARTY OF THE ARBITRATION BOARD AND THE FINAL DECISION OF THIS BOARD SHALL BE BINDING OF BOTH PARTIES.

(B) IN THE EVENT OF THE FIRST TWO MEMBERS OF SUCH BOARD OF ARBITRATION NOT BEING ABLE TO AGREE ON THE THIRD MEMBER OF SUCH BOARD WITHIN FORTY-EIGHT (48) HOURS AFTER THEIR APPOINTMENT, THE THIRD MEMBER AT THE REQUEST OF EITHER PARTY SHALL BE APPOINTED BY THE PROBATE COURT, SUCH THIRD PARTY TO SERVE WITHOUT REMUNERATION. PENDING THE CONCLUSION OF ARBITRATION, THERE SHALL BE NO STOPPAGE OF WORK, EACH PARTY AGREEING TO CARRY OUT ANY DECISION OR FINDING OF THE ABOVE NAMED BOARD OF ARBITRATION.

## ARTICLE III

THERE SHALL BE NO DISCRIMINATION AGAINST ANY EMPLOYEE BECAUSE OF HIS MEMBERSHIP WITH THE UNION.

THE UNION AND ITS REPRESENTATIVES SHALL ACT AS SOLE BARGAINING AGENT FOR THE MANAGERS AND CLERKS OF THE COMPANY WHO ARE MEMBERS OF THE UNION.

#### ARTICLE IV

IN THE EVENT THAT ADDITIONAL HELP IS NEEDED, THEY SHALL BE ALLOWED TO WORK WITHOUT INTERFERENCE OR MOLESTATION AND SHALL NOT BE REQUIRED TO PAY DUES, ASSESSMENTS OR PERMIT FEES TO THE UNION UNTIL THEY ARE REGULARLY ACCEPTED BY APPLICATION TO THE UNION WITHIN NOT LESS THAN FORTY-FIVE DAYS OF THEIR EMPLOYMENT. SUCH ADDITIONAL HELP SHALL BE RELEASED AT THE END OF SIX (6) DAYS THEREAFTER IF THEIR APPLICATION IS REFUSED BY THE LOCAL UNION, PROVIDED THE LOCAL UNION CAN FURNISH THE REQUIRED NUMBER OF SALESMEN, OR ADDITIONAL HELP NECESSARY. FORMER MEMBERS WHO HAVE WITHDRAWAL CARDS, OR WHO HAVE BEEN SUSPENDED OR EXPELLED SHALL NOT BE CONSIDERED BY THE EMPLOYER AS BEING ELIGIBLE UNDER THIS CLAUSE.

#### ARTICLE V

IT IS CONTEMPLATED THAT ALL OTHER HABERDASHERIES AND FURNISHINGS STORES OR DEPARTMENTS IN DETROIT AND MICHIGAN WILL SIGN AN AGREEMENT PROVIDING FOR A WAGE AND EMPLOYMENT SCALE AND CONDITIONS SUCH AS ARE PROVIDED HEREIN. IN THE EVENT SUBSEQUENT AGREEMENTS ARE ENTERED INTO BETWEEN THE UNION AND COMPANIES OR INDIVIDUALS OWNING STORES COMPARABLE TO THOSE OF THE UNITED SHIRT DISTRIBUTORS, INC., PROVIDING FOR WAGES THAT ARE LOWER OR HOURS THAT ARE LONGER THAN PROVIDED FOR IN THIS CONTRACT, THEN THE COMPANY RESERVES AND SHALL HAVE THE RIGHT TO SUBMIT TO ARBITRATION FOR AN ADJUSTMENT OF THE WAGES AND HOURS OTHER THAN THOSE HEREIN-BEFORE PROVIDED.

#### ARTICLE VII

THE COMPANY HAS THE RIGHT TO DEDUCT FROM WAGES ALL PAYMENTS DUE UNDER THE SOCIAL SECURITY OR OLD AGE PENSION ACT.

#### ARTICLE VI

IF ANY FEDERAL OR STATE LAW IS ENACTED WHICH AFFECTS ANY PROVISION OF THIS CONTRACT, THEN THE COMPANY RESERVES AND IS GIVEN THE RIGHT TO SUBMIT SUCH CONFLICT TO ARBITRATION.

IN WITNESS WHEREOF, WE THE UNDERSIGNED, DULLY AUTHORIZED REPRESENTATIVES OF THE RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION, LOCAL UNION NO. 1050 OF DETROIT, ITS OFFICERS, AGENTS AND MEMBERS OF SAME, AND THE UNITED SHIRT DISTRIBUTORS, INC., OF DETROIT, MICHIGAN, HEREUNTO AFFIX OUR HANDS AT DETROIT, THIS 8TH DAY OF APRIL, A. D. 1937.

SIGNED FOR  
RETAIL CLERKS' INTERNATIONAL  
PROTECTIVE ASSOCIATION  
LOCAL UNION NO. 1050

LOUIS SATREN, BUSINESS REPRESENTATIVES

THOMAS TOLA, PRESIDENT

HARRY WINSTON  
WITNESS

SIGNED FOR,  
UNITED SHIRT DISTRIBUTORS,  
INC.

R. L. WATSON, SECY.

Name of company or employers' association signing the agreement

United SHIRT SHOPS INC.

(If more than one employer, please list on reverse side)

37-12-90

Detroit

Number of companies covered by agreement

1

Number of union members working under terms of agreement

About 50

Branch of trade covered

RETAIL MEN'S FURNISHINGS

Date signed

April 8 - 1938

Date of expiration

April 8 - 1938

(Name of person furnishing information)

THOMAS IOLA - <sup>Pres</sup> RETAIL CLERKS ASS.

(Address)

616 DAVID Stott  
BLDG

