

THE RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION

LOCAL UNION NO. 1140

Battle Creek, Michigan.

AGREEMENT *Ref*

AGREEMENT, made and entered into at Battle Creek, Michigan, this 22nd day of November, 1937, by and between the S.S. Kresge Company hereinafter called the "Company" and their employees of store No. 21 of Battle Creek, members, R.C.I.P.A., Local No. 1140, affiliated with the American Federation of Labor, hereinafter called the "Union."

PREAMBLE

WITNESSETH: Whereas it is the desire of said union and the "Company" to enter into an agreement which will prevent strikes and lockouts and insure peaceful adjustment and settlement of all grievances, disputes and differences which may arise between the "Company" and its employees, who may be members of the Union, prevent stoppage of work and tend to stabilize and strengthen the industry and to establish wage scales and working conditions which will prevail between the parties hereto during the existence of this agreement.

THEREFORE,

IT IS AGREED THAT:

Article 1. The Company agrees to meet the duly accredited representatives of the Union upon all questions arising between the Company and its employees, who may be members of the Union, with a view to adjusting any grievances and complaints which may now exist or which may arise in the future. Further, the Company will not bargain collectively with any other organization during the life of this agreement, and there shall be no discrimination by the Employer against any employee on account of membership or activity in the Union.

Article 2. It is agreed and understood, that the Union shall not work more than (45½) forty-five and one-half hours per week consisting of from Monday to Saturday inclusive. It is further agreed that the employees shall have one hour for lunch each day.

Article 3. The rate of pay shall be, while working for the above mentioned "Company" not less than the minimum listed below:

- (a) During the first 90 days of employment (\$12.00) twelve dollars per week;
- (b) For the balance of the first year of employment (\$13.50) thirteen dollars and fifty cents per week;
- (c) During the second year of employment and beginning at the end of the first year (\$14.00) fourteen dollars per week;
- (d) Beginning at the end of the second year not less than (\$15.00) fifteen dollars per week;
- (e) Part time help working less than (45½) forty-five and one-half hours per week shall be paid at the rate of 45½ divided

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into which ever scale (a, b, c, or d) according to their length of service, they belong.

EXAMPLE:

1. At the rate of $45\frac{1}{2}$ hours per week divided into \$12.00 which is the minimum under section (a) of Article 3, the employee would not receive less than $\$.26\frac{1}{2}$ per hour.
2. At the rate of $45\frac{1}{2}$ hours per week divided into \$15.00 which is the minimum under section (d) of Article 3, the employee would not receive less than \$.33 (the actual figure being $\$.32\frac{88}{91}$) in such cases where the fraction of the cent is more than one-half the employee shall receive the additional cent per hour.

Article 3. (Cont.)

- (f) All over-time work shall be paid for at the rate of $1\frac{1}{2}$ times the regular hourly rate paid as set forth in sections (a, b, c, and d) of this article.

Article 4. It is understood that any change of hours of work brought about by law shall not in any way lower the present rate of pay per individual worker per week.

Article 5. It is understood that the following days shall be had with pay: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day; and, on Armistice Day and Good Friday according to policy in vogue in this locality, and any other holidays which may hereafter be recognized as National holidays.

- (a) Any work performed of necessity on any of the afore mentioned holidays shall be paid for at the rate of double time the regular hourly rate as set forth in Article 3, section (a, b, c, and d).

Article 6. During the life of this agreement any disputes or misunderstandings arising in connection with the terms of this agreement between the two parties to this agreement they shall be arbitrated as follows:

- (a) The shop committee shall be constituted of three employees working in the store and if they so desire a representative of the Retail Clerks' International Office or of the American Federation of Labor, who shall make an initial attempt to settle any differences with the management of the store and/or such national or district officers as the "Company" shall designate.
- (b) Shall section (a) above prove unsatisfactory an arbitration board consisting of four members, two to be appointed by the employer and two by the Retail Clerks' Association,

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or by their authorized representatives, and providing that in case these four cannot arrive at any adjustment of said dispute or misunderstanding, then the fifth member of said board shall be selected by these four members, and the parties hereby agree to abide by the decision of the majority of the said board of arbitrators.

Article 7. In regards to vacation, the "Company's" present vacation schedule shall prevail, which is after one year's service the individual members of the Union shall be entitled to one week's vacation with pay. After two year's service the vacation period shall be two weeks with pay. In both cases vacation pay shall be paid in advance.

- (a) In the case of regular short hour employees, pay for the vacation period shall be the average weekly pay received by such employees during the year preceding.

Article 8. Where the employer requires employees to wear UNIFORMS, the employer shall furnish same, and pay for laundering or cleaning.

Article 9. Stores shall not be open for business before 9:00 A.M. and after 5:30 P.M. on the first five days of the week and 6:00 P.M. on Saturday, and evenings preceding the holidays mentioned in Article 5. During the last two weeks of the year female employees shall not be worked more than ten hours a day. During this period the over-time pay penalty shall not be in force.

Article 10. Extra clerks ordered to report for duty shall not receive less than (4) four hours pay, at the regular rate, said (4) four hours to be worked consecutively.

Article 11. No member of Local No. 1140 shall be laid off and another person employed without reasonable cause. One week's notice shall be given and required or one week's salary in lieu of notice. Extra help excepted. An employee may be dismissed without notice on account of dishonesty, insubordination, or fighting during business hours or on business premises.

Article 12. The oldest employee in point of service shall be given preference, according to qualifications, when making promotions. The inverse of the above shall be followed when laying off.

Article 13. A rest period of ten minutes during the afternoon shall be allowed each female employee. No employee shall leave the store premises during this rest period without express permission of the manager.

Article 14. It is agreed that during store hours or on the premises, the Union shall not use coercion, intimidation, or solicitation.

Article 15. If sales or educational periods are called by the employer they shall be held during the employer's time, or if held before the opening hour or after the closing hour they shall be paid for at the regular over-time rate.

Article 16. All employees who were and have been out on strike for the past several weeks shall be returned to their old positions without any discrimination whatsoever. The strike mentioned in the preceding sentence shall in no way disturb their seniority standings prior to the strike.

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- b It is further agreed that this agreement shall be in effect for a period of (6) six months from date of signing same. And, shall continue in effect for six month periods, indefinitely, unless either party shall give the other thirty days written notice of desire to terminate or alter any portion of this agreement prior to the expiration of one of the afore mentioned six month periods.
- c It is further agreed that a copy of this agreement shall be kept by both parties and one copy shall be sent to the International Office of the Clerks' Union and, one copy to the National Office of the S.S.Kresge Company, and one copy to the American Federation of Labor.
- d Signed this 22nd day of November, the year of Our Lord one thousand nine hundred and thirty-seven:

For the S.S.Kresge Company

C. H. Beebe

T. C. Morgan

B. B. VanDuesen

For R.C.I.P.A. Local 1140

Cecil E. Moore, Pres.

Harold J. Fisher, V. Pres.

Robert D. Rowley, Treas.

For the R.C.I.P.A. International

Tom N. Fuson

For the American Federation of
Labor

I sign this because the strikers accepted it, not because I believe it best for them.

J. A. Daar

This reservation was made to prevent them from using any portion of this contract--especially the wage section--as a club over any other committees with whom the Kresge officials might meet at some future date. They held this wage section over us, stating that in several other parts of the country, they had signed contracts, witnessed both by Int'l men of the Clerks' Union and A. F. of L. representatives for a similar scale, and because they accepted it we should do so.