

In Progress of organization

7-12-43

AGREEMENT

Filed

Cleveland Ohio

THIS AGREEMENT made and entered into this _____ 193

by and between _____

the EMPLOYER and the RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION LOCAL UNION NUMBER 880, hereinafter called the UNION.

The term EMPLOYER shall be construed to include _____

The term UNION shall be construed to include the RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION LOCAL UNION NUMBER 880, its OFFICERS, AGENTS AND MEMBERS.

ARTICLE ONE

The EMPLOYER agrees to retain in his employ, only members in good standing of the said UNION and will require all new EMPLOYEES to become members of the UNION within one week of the date of employment. It is understood that the following classes of employees are eligible for membership in the UNION: clerks, cashiers, packers, wrappers, stock employees and window trimmers.

ARTICLE TWO

The EMPLOYER agrees that he will pay not less than twenty-five (25.00) dollars per week to all male employees, and twenty-two (22.00) dollars per week to female employees, fifty (50) cents per hour to any extra employee, and further agrees that no EMPLOYEE now receiving rates of pay shall suffer any reduction in wages during the term of this agreement. No employee working in the capacity of an executive according to the old N.I.P.A. code, covering this class of employees, shall be paid less than thirty-five (35.00) dollars per week. ALL EMPLOYEES shall be paid in currency once each week on the same day of each week at the place of employment.

ARTICLE THREE

The EMPLOYER agrees that no EMPLOYEE shall be required to work in excess of sixty hours per week, nor more than FIVE AND ONE HALF (5½) days per week. Where 60% of the stores are closed on Wednesday afternoon, the EMPLOYER shall close his store on Wednesday at 1:00 o'clock. All hours of work to be consecutive except for the lunch period of one hour. Should any employee be required to work in excess of sixty (60) hours per week, he shall receive pay equivalent to time and one-half per hour based on the regular weekly wage of such employee. No employee shall be required to work on Sunday or more than five and one half days per week.



ARTICLE FOUR

A CHECK-OFF SYSTEM shall be instituted, and UNION DUES shall be deducted by the employer each week from the employees wages and paid to the business representative of local 880 on MONDAY OF EACH WEEK.

ARTICLE FIVE

Should any employee report for work on any day without wearing the current monthly working button as furnished by the UNION, he shall not be permitted to work on such a day until he can produce same or unless he or she has in his or her possession their paid up UNION card, or providing that he or she makes immediate arrangements with the OFFICIAL BUSINESS REPRESENTATIVE of the UNION to supply him or her with such a button. Every employee full time or part time must be a member in good standing with local 880.

ARTICLE SIX

Should the services of any EMPLOYEE become undesirable to any EMPLOYER and said EMPLOYER should desire to dispense with the services of such EMPLOYEE he shall the same day notify the Business Representative of the Union, giving the reason for such action. The EMPLOYER may dispense with the services of any EMPLOYEE at any time during the first week of his or her employment without any notice. In case of disagreement, article eleven shall prevail.

ARTICLE SEVEN

Should any employer desire to lay off any employees due to slack business, he shall advise such employee at least one week in advance. Employees shall receive full seniority rights in the case of laying off or rehiring, fitness and ability considered. The EMPLOYER also agrees to furnish all linens and the laundering of same.

ARTICLE EIGHT

The EMPLOYER agrees that he will display in the windows of his store, the UNION STORE CARD, which shall remain the PROPERTY of the UNION and shall be surrendered to the UNION on demand and will require each employee to wear at all times the current monthly UNION BUTTON.

ARTICLE NINE

Only the OFFICIAL BUSINESS REPRESENTATIVE or any authorized representative of the UNION shall be permitted to enter any store or stores of the EMPLOYER at any time to ascertain whether this agreement is being observed.

ARTICLE TEN

The EMPLOYER agrees that all EMPLOYEES in his employ, who are eligible to membership in the UNION, will become members of said UNION not later than one week

from the date of the signing of this agreement. All new help to be furnished by the UNION.

ARTICLE ELEVEN

It is mutually agreed that if a dispute arised under the terms of this greement that cannot be settled between the EMPLOYER and the UNION, such dispute shall be turned over within twenty-four (24) hours to a Conciliation Board, which shall consist of three (3) to be selected by the EMPLOYER and three (3) to be select-ed by the UNION. The decision of the board shall be rendered one week from the time it is given to them and shall be final and binding upon both parties. EMPLOYEES shall remain at work during conciliation.

It is mutually agreed that this agreement shall be in full force and effect for a period of one (1) year beginning _____.

Signed this _____ day of _____ by the duly authorized representatives of the parties hereto;

RETAIL FRUIT DEALER

THE RETAIL CLERKS INTERNATIONAL
PROTECTIVE ASSOCIATION LOCAL
UNION NUMBER 880.

_____ PRESIDENT.

_____ SECRETARY.

WITNESSETH

