

*Clerks # 2 in Min
St. Paul Minn*

EMPLOYEE RELATIONS PLAN
FOR PROGRESSIVE IMPROVEMENT
OF WORKING CONDITIONS IN
RETAIL STORES OF ST. PAUL

FOREWORD

The Employee Relations Plan outlined in the following pages seems to me to provide, in a practical way, for the continuous study and review of working conditions in the retail stores of St. Paul, for the maintenance of harmonious relations between employers and employees, and for constructive progress through the years.

Knowing that the success of the Plan will depend upon the spirit in which it is undertaken and carried through, I have convinced myself at the outset that there will be honest and fair minded cooperation on the part of all concerned.

In accepting the responsibility of impartial commissioner under the terms of the Plan, I shall make it my chief business to do everything possible to maintain this spirit, as the essential basis for just and satisfactory conditions in any business.

Even very difficult and complicated problems can usually be worked out if there is a genuine desire to find the right answer and a frank statement of differing points of view. I shall welcome ideas or suggestions from any source that have to do with bettering conditions within the retail stores of our city.

—FREDERICK M. ELIOT.

EMPLOYEE RELATIONS PLAN FOR PROGRESSIVE IMPROVEMENT OF WORKING CONDITIONS IN RETAIL STORES OF ST. PAUL.

In the interest of harmonious relations with their employees, the undersigned operators of retail stores in the city of St. Paul, Minnesota, after friendly conferences with representatives of organized labor in St. Paul, do hereby agree to and with themselves as employers to establish the following minimum wages, hours of labor and other conditions of employment, and in consideration of the mutual promises, one to the other, herein contained, agree between themselves as employers to be bound by the terms and conditions of the policy as herein set forth.

DEFINITIONS

In this agreement three types of employees are referred to: (1) Regular full time employees; (2) Regular part time employees; (3) Extra, or casual employees. These are defined as follows:

(1) *A regular full time employee* is one who has been employed to work a full number of hours each week, and who has been continuously employed by the same employer for at least three months.

For various reasons, inherent in the nature of the work involved, the following classes of employees are not included in any of the terms of this agreement regarding regular employees: Executives, sign writers, repair or service men, Beauty Parlor operatives, waitresses, watchmen, butchers, bakers, maintenance men (but not including janitors), outside salesmen and collectors who spend at least 60% of their working time outside the store, and Home Furnishings salesmen whose average weekly earnings are \$35.00 a week or more.

For these classes, other provisions are made by each employer, taking into consideration the special nature of the work.

An *Executive* is defined as one working principally in a supervisory capacity, having authority in regard to hiring and discharging of the employees working under his or her supervision, and receiving a salary of not less than \$25.00 per week.

(2) *A regular part time employee* is one who has been employed to work regularly less hours per week than a full working week, and who has been continuously employed by the same employer for at least three months. The same classes of employees are excluded from this clause regarding regular part time employees as are excluded above regarding regular full time employees.

(3) *An extra (or casual) employee* is one employed on an hourly or daily basis for temporary work.

(4) Whenever in this agreement the words "*regular employee*" without more are used, such words shall be deemed to include both regular full time and regular part time employees.

ARTICLE I.

1. *Hours of Labor.*

(a) Forty-five (45) hours shall constitute a week's work, except as provided in sub-paragraph (c) hereof. All time worked in excess of forty-five (45) hours in any one week shall be considered overtime and paid for at regular rates.

(b) All time worked on Sundays and the following holidays, namely: New Years, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas, by regular selling or non-selling employees shall be paid for at one and one-half times the regular rate.

Any employee working for a weekly wage shall not be docked for the above holidays if that employee has worked the working day before or after the holiday.

(c) During peak periods but not exceeding three weeks in any one year (of which only one shall be in December) forty-eight (48) hours shall constitute a week's work. During such peak period all time worked in excess of forty-eight (48) hours in any one week shall be considered overtime and paid for at the regular rate. Each forty-eight (48) hour or peak week will be designated in advance and notice thereof given prior to the first day of the month in which such peak week is to occur. In cases of unforeseen circumstances the designated peak week may be changed by mutual consent.

(d) An employee not an executive and the nature of whose duties requires work at other than regular hours, and who receives a minimum of not less than \$22.50 per week, may be required to work not to exceed an extra six hours in any one week without overtime pay, but time in excess of said extra six hours shall be considered overtime and paid for at the regular rate.

2. *Wages.*

(a) The minimum wage (salary plus commissions if any, but not including special premiums) of regular fulltime employees covered by this agreement shall be \$14.00 per week for a full week's work, as defined in 1 (a) and 1 (c) above.

(b) Extras and regular part time employees shall be paid not less than 31c per hour.

(c) To defeat the purposes of this agreement or the policy herein outlined, no regular employee—

- (aa) on a regular salary shall have his or her salary reduced;
- (bb) on a commission or quota bonus basis shall have his or her salary or "drawing account" or rate of commission reduced;
- (cc) transferred from commission or quota bonus basis to regular salary basis, shall have his or her average total weekly earnings reduced;
- (dd) shall be reclassified;
- (ee) on a regular quota basis shall have his or her regular quota increased without a commensurate adjustment in salary or drawing account.

(d) Any employee who has been requested to report to work and has so reported but is not given work shall be paid for at least four (4) hours' employment unless notified the previous work day or earlier that he or she should not report for work.

3. Vacations.

A regular full time or part time employee with continuous service with the same employer of one or more years preceding June 1st of any one year shall receive one week's vacation with pay each year. Employees working on a salary and commission or commission basis shall receive as vacation pay the equivalent of their average week's earnings for said year, and in determining such average week's earnings, due allowance shall be made for any weeks not worked due to illness or other causes beyond the employee's control.

4. Periodic Review.

Once each six months the employer shall review the record of each of his employees to insure that any employee who is entitled to transfer, promotion or wage increase shall be given full and fair consideration.

5. Miscellaneous.

(a) A regular employee whose employment is permanently terminated by the employer for any reason other than drunkenness or dishonesty, or who is laid off for one week or longer, shall be given one week's notice or one week's pay in lieu thereof.

(b) No employer shall extend the lunch period over one hour.

(c) Employees shall be hired, retained, promoted, demoted, laid off, discharged or re-hired according to their skill and efficiency, giving proper consideration to seniority.

(d) No employer or employer's representative shall punch the time clock of any employee.

(aa) It is understood and agreed that all employees on reporting for work and at quitting time shall punch the time clock within the 15-minute period prior to the starting time and within the 15-minute period after quitting time without overtime compensation. It is expressly understood and agreed that employees requested to report for work prior to or after the specified time stated above shall be paid for all such time worked before the established starting time or after the quitting time. No employee shall be permitted to perform any work before punching the clock in reporting for work nor after punching the clock at quitting time.

(bb) Each employer shall keep a record of time showing the hours per day and days per week worked and wages paid each employee. This record for any individual employee shall be available to that employee or his or her authorized representative and to the "impartial commissioner" hereinafter provided for.

ARTICLE II.

The undersigned employers agree to appoint an "impartial commissioner" who shall devote so much of his time as is reasonably necessary to—

- (a) seeing that the signers hereto fulfill their agreements and obligations hereunder, and that all provisions of this agreement are enforced. The "impartial commissioner" shall keep a list of names of all employers who at any time are bound by or subject to the terms of this agreement, which list shall be open or available to inspection by any employee or the representative of any employee at any time.
- (b) investigating and making recommendations looking toward the progressive improvement of working conditions and employee relations in the business establishments of the signers hereto, to the end that the standards established by this agreement are adjusted to meet changing conditions.

ARTICLE III.

The undersigned—

- (a) while declaring the solicitation of employees to join or not to join any labor organization during working hours to be a violation of working conditions, nevertheless agree that their employees shall be free to join or not to join any labor organization without coercion or intimidation on the part of any person or group.
- (b) agree that they will not discriminate for or against any employee because of membership or non-membership in any labor organization.
- (c) agree that the policy outlined herein shall cover all departments leased or sub-let to others.
- (d) agree not to make any written or verbal agreement that will conflict with the terms of this agreement and the policy herein contained.

ARTICLE IV.

Any employee who feels that his or her employer is not living up to this agreement may—

1. Either personally, or through his or her chosen representative (who may or may not be a member of a labor organization) take the matter up with the employer involved in an effort to reach a satisfactory adjustment.
2. Should said matter not be satisfactorily adjusted, the employee shall have the right, either personally or through the employee's chosen representative, to take the complaint up with the "impartial commissioner" for further consideration and adjustment.

3. (a) If the "impartial commissioner" and the employee or representative of the employee shall still disagree then they shall select a disinterested third party approved by them, and the three, that is, the employee or the employee's representative, the "impartial commissioner" and said third party shall sit as a Board of Arbitration to hear and decide said complaint.

(b) Should said "impartial commissioner" and the employee or employee's representative agree upon a settlement of said dispute and should such agreement so arrived at be unsatisfactory to either the employee or the employer, then the person so dissatisfied with said decision shall select and substitute a third party in place of—

- (aa) in the case of the employer, the "impartial commissioner", or
- (bb) in the case of the employee, the latter or the employee's representative theretofore designated by the employee.

The party so selected shall join with the representative of the other party as originally named in selecting a disinterested third party and the three so designated shall sit as a Board of Arbitration to hear and decide said complaint.

(c) If within five days after written notice from one to the other, any of the two parties heretofore designated as being charged with the duty of selecting a third party to sit as a member of the Board of Arbitration, fail to agree upon a mutually acceptable neutral number, application may be made by either the employer or the employee to the District Court of Ramsey County to appoint such third member.

(d) The decision of a majority of the Board of Arbitration however constituted, shall be binding and conclusive upon the employer and the employee.

ARTICLE V.

Any employee may, either personally or through his or her chosen representative (who may or who may not be a member of a labor organization) make recommendations to his or her employer or the "impartial commissioner" looking toward an improvement in the general working conditions in any or all of the retail stores, parties to this agreement. Any suggestion so made shall be given prompt and serious consideration.

ARTICLE VI.

There is hereby created an Executive Committee of five members who shall be elected by a majority of the signers hereto and shall meet on the request of any party to this agreement or on the call of any of the members thereof, and whose duties shall be—

(a) To receive recommendations from the "impartial commissioner" or others dealing with the improvement of working conditions in the retail stores operated by the signers hereto and to recommend adjustments or changes in this agreement to meet changing conditions, and to provide and set up any machinery, which may from time to time become necessary or advisable for the purpose of enforcing or carrying out the terms of this agreement.

(b) Upon satisfactory proof of any violation the Executive Committee by majority vote may require the offending party to desist and/or institute proceedings at law or otherwise to enforce the terms hereof or may cancel and terminate the offending party's participation as a signer of this agreement.

ARTICLE VII.

Each of the parties hereto agrees to be bound by the terms and provisions hereof until terminated in the manner hereinafter provided. This agreement may be terminated any time by any employer upon giving thirty (30) days written notice to the "impartial commissioner" or to any member of the Executive Committee. Notice so given by any signer hereto shall release such party from the provisions of this agreement but shall not release the other signers from their obligations to each other and to their employees under the provisions hereof.

Signatures to counterparts of this agreement filed with the Executive Committee and with the "impartial commissioner" shall have the same force and effect as though affixed to the original signed contract.

IN WITNESS WHEREOF the undersigned have executed this agreement this 8th day of May, 1936.

