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Consultation Service

Retail Clerks International
Part 108 AFL
Waukenington Pa 6-7-43

SLR 17-342
6-8-43

R 14 43-12

R. M. COULTER
GENERAL ORGANIZER R. C. I. P. A.

A G R E E M E N T

THIS AGREEMENT, made by and between the P.H. Butler Company, owner, operator or lessee and all their stores now operating or operating in the future referred to hereinafter as the Employer and the Retail Clerks International Protective Association, affiliated with the American Federation of Labor, hereinafter referred to as the Union. The within agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

WHEREAS, the parties to this agreement desire to establish and maintain a state of mutual understanding, to create harmonious relations between the Employer and the employees and to abide by this agreement in the settlement of any and all disputes that may arise between them, it is, therefore, by both of the said parties understood and agreed that:

ARTICLE 1.

The Company recognizes the Union as its sole and exclusive bargaining agent for all employees, employed in the retail outlets, other than those employed in the Meat Departments.

ARTICLE 2.

Employees shall have the unqualified right to register complaints or grievances and to testify in any proceeding involving the provisions of this agreement without in any way jeopardizing their employment status or being subject to discrimination.

All employees covered by this agreement in the employ of the Employer shall be members in good standing of this Union. All vacancies shall be filled by Members of the Union or by persons selected by the Employer who must immediately become members of the Union in good standing.

ARTICLE 4.

The Employer agrees to make monthly deductions from the wages of the employees in payment of their Union dues. Said deductions shall be remitted by the Employer to the Union Official designated by the Union.

ARTICLE 5.

The work week for male employees shall be forty-eight (48) hours per week exclusive of lunch, meal periods and clean up periods. The work week for female employees shall be ^{44 in state of Pa} 48 ^{elsewhere} hours per week exclusive of lunch or meal periods. The above mentioned clean up period shall not exceed two (2) hours in any one week.

ARTICLE 6.

The Employer shall allow such employees covered by this agreement one hour for lunch during week days and two hours for lunch periods on Saturdays or day preceding a holiday.

ARTICLE 7.

The Employer shall have the right to designate the time of commencement of each employee's work day; provided, however, that no split shifts shall be permitted.

ARTICLE 8.

Where the Employer designates shift for an employee, providing for night work, no employee shall be required to work more than two successive nights except on Saturday or day preceding a holiday.

ARTICLE 9.

The Employer shall allow every employee covered by this agreement who has had between one and three years' service with the Employer, an annual vacation of one week with full pay, and the Employer shall allow every employee covered by this agreement who has three or more years service with the Employer an annual vacation of two weeks with full pay. Men partially laid off due to lack of work shall be entitled to an annual vacation of one week with full pay provided they have been employed by the Employer on at least four (4) full days in each of forty-one (41) calendar weeks.

ARTICLE 10.

Employees covered by this agreement shall work overtime when necessary, and for all such overtime work the Employer shall compensate them at the rate of time and one-half times their regular hourly rate. Forty-eight (48) hours shall constitute a weeks work. All time worked in excess of forty-eight (48) hours, with the exception noted above, shall be compensated for at the rate of time and one-half (1½) times his or her hourly rate of pay. Overtime pay shall begin after nine (9) hours during the week days, and after twelve (12) hours on Saturday or days preceding a holiday. The Union agrees that for the taking of the monthly inventory that employees shall work at straight time their regular hourly rate.

ARTICLE 11.

In weeks wherein any of the foregoing holidays fall, in addition to holiday pay, full time and regular employees shall be paid for time actually worked an hourly pro rata of the weekly wages hereinafter specified.

ARTICLE 12.

The Employer shall grant every full-time or regular employee covered by this agreement a full holiday with pay on each of the following days; all work performed on Sunday (with the exception of inventory) and the following legal holidays shall be compensated at the rate of double time: New Years' Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas; provided, that whenever any of these days shall fall on Sunday the Employer shall grant every such employee a full holiday on the following Monday. Employees shall not be required to make up said holiday.

ARTICLE 13

A full time employee is one who is employed forty-eight (48) hours per week. A regular employee is one who is employed thirty (30) hours per week or more. An extra employee is one who is employed less than thirty (30) hours per week.

ARTICLE 14.

The weekly wage basis for full-time female employees:

1st six months employment	\$19.00
Six months to one year employment	20.50
After one year employment	23.00

The weekly wage basis for full-time male employees:

1st six months employment	\$20.00
Six months to one year employment	22.50
After one year employment	24.50
After two years employment	26.00

Hourly rate part-time employees:

1st year employment	.35 per hr.
After one year employment	.40 per hr.

Weekly wage basis for full-time Produce Managers grossing \$750.00 or more, \$34.00 per week,

Assistant Managers Stores grossing \$2000.00 to \$3000.00 per week, \$29.00 per week.

Stores grossing \$3000.00 or more, \$34.00 per week.

Managers Stores grossing up to \$2500.00, \$40.00 per week.

Stores grossing \$2500.00 or more, \$45.00 per week.

Assistant Managers substituting for Managers shall be compensated accordingly to rate of pay of Managers.

Employees reporting to work shall be guaranteed four (4) consecutive hours.

ARTICLE 15.

Any of the benefits that were enjoyed by the employees in the past shall be continued.

In matters of employment, promotion, demotion, lay-off or transfers from one type of work to another, or from one location to another, the Company reserves the right to exercise its own judgment respecting the ability of the employees so concerned to perform the duties assigned them, seniority to be considered together with ability and practicability.

ARTICLE 16.

The Company will not discharge any member of the Union without first giving notification to the Union and discussing such proposed discharge with its Representatives.

ARTICLE 17.

The Union agrees to furnish to the Employer at least one Union store card for each of the Employer's stores. Such card shall remain the property of and shall be surrendered to the Union upon demand.

ARTICLE 18.

The Union agrees that neither it nor its members will engage in Union activities on the Employer's time or in the Employer's stores, provided, however, that representatives of the Union shall have free access to the Employer's stores.

ARTICLE 19.

Store seniority shall be recognized, i.e., in all layoffs and rehiring, the last person employed shall be the first person to be laid off, etc. Where it is practical laid off employees will be rehired in other stores. If a clerk is promoted to managership of a store his seniority shall continue during his period of managership. In case he is demoted to a clerk his store seniority shall be applied to that job.

ARTICLE 20.

The Employer agrees to furnish and launder all linen used by the employees in the conduct of its business.

ARTICLE 21.

It is understood and agreed that if any grievance arises, that first, such grievance will be discussed between the Business Manager of the Union and the Company Officials and then if such grievance cannot be adjusted, said grievance will be discussed with the International Representative and the Company Officials, then if agreement cannot be reached, said grievance will go to the grievance committee. It is hereby mutually agreed between the Employer and the Union that there shall be established within ten (10) days after the date of execution of this agreement a grievance committee consisting of two members to be designated by the Employer and two members to be designated by the Union. These four shall select a permanent panel of six impartial chairmen, from which panel, in the event of a deadlock on any question, there shall be chosen by lot a fifth member of the committee who shall act as chairman, thereof, and cast the deciding vote. The Employer members or the Union members, of the said committee may, by notice in writing, remove not more than two names from the permanent panel of impartial chairmen. Vacancies of the said panel shall be filled immediately in the manner in which the original panel was selected.

The grievance committee shall meet within twenty-four (24) hours after being notified by either party of that party's desire for consideration of a controversy. If possible, the committee shall decide such controversy by a majority vote and in such case its decision shall be final; but, if deadlocked or unable to reach a decision within five days after the matter has been presented, it shall call upon the impartial chairman, as aforesaid whose decision shall be final. The said impartial chairman shall reach his decision within five days after the matter has been presented to him unless he has requested additional time and the same has been agreed upon by the parties.

During the consideration of any controversy by the grievance committee neither party shall change the conditions existing at the time the controversy arose, nor utilize any coercive or retaliatory measures to compel the other party to accede to its demands.

It is understood and agreed that if any employee is unjustly discharged and said grievance committee reinstates said employee, said employee will receive his current weekly wage rate for time lost.

ARTICLE 22.

Any member of the Union employed by the Employer during the period of this agreement, who is elected to a permanent office in the Union or is assigned by the Union to any Union activity necessitating leave of absence, shall be granted such leave of absence and shall, at the end of his term in the first instance or at the end of his mission in the second instance, be given re-employment to his former position or the equivalent thereof at his former wage rate, plus any increase or less any reduction that may have become effective during his absence.

ARTICLE 23.

It is mutually agreed that there shall be no strikes or lockouts during the existence of this agreement. The Union agrees that during such time it will refrain from ordering, and will use every effort to prevent, cessation of work by any of its members employed by the Employer for any reason.

ARTICLE 24.

It is mutually agreed and understood that if either the Employer or the Union wishes to make any changes in this agreement regarding working conditions, wages or hours after a period of one year from date of signing, either parties shall serve notice on the other within thirty (30) days of said date and in the event that such notice is served calling for changes in the agreement, it is agreed that the Employer and the Union shall forthwith commence negotiations upon the proposed changes; and that pending the result of such negotiations, neither party shall alter the conditions existing under said agreement, nor shall either party utilize any coercive or retaliatory measures to compel the other party to accede to its demands.

This agreement signed this 21st day of May, 1942 between the duly authorized International Representatives of the Retail Clerks International Protective Association and the duly authorized Officer or Officers of the Company shall become effective June 8, 1942.

RETAIL CLERKS INTERNATIONAL
PROTECTIVE ASSOCIATION

P.H.BUTLER COMPANY

International Representative

ATTEST:

International Representative