

AGREEMENT

Entered in to this 2 day of 9 Nineteen Hundred Thirty Nine by and between the United Retail & Wholesale Employees of America Local No. 201 of Akron, affiliated with the Committee for Industrial Organization, and hereinafter referred to as the Union, and Peoples Cooperative Inc. operating in the City of Akron, Ohio, hereinafter referred to as the Employer.

WITNESSETH:

That in consideration of the mutual promises, conditions and covenants herein contained, and other valuable considerations, it is agreed as follows:

ARTICLE I: The Employer agrees to retain in employment only members of said Union and in good standing and all new employes shall become members of said Union after a probation period of twelve (12) days. Extra employes who shall be employed one or more days in any week shall become members of said Union after said probation period of twelve days. All members of the said Union employed by the Employer are to be continued in such employ during the life of this agreement subject to the conditions of this agreement.

ARTICLE II: The Union agrees to lease, and the Employer agrees to hire, for the period of this agreement, a Union Store Card No. 2774 which shall remain the property of the Union, at a rental of Five Dollars (\$5.00) yearly; and the Employer agrees that any breach or violation of any of the provisions of this agreement shall be sufficient cause for the removal of the said Union Store Card by the Union.

ARTICLE III: WORK DAYS? WORK WEEK? WAGES? OVERTIME? HOLIDAYS AND VACATIONS.

Section (a): Forty-eight (48) hours shall constitute a week's work to be distributed over six days, but no member of the Union shall be required to work more than eight (8) hours per day except that on one day of each week which must be a Saturday, members of the Union may be required to work a maximum of ten (10) hours.

(The Union agrees to waive the hour provisions in the above Section (a) until December 1, 1939. And the Union further agrees that said waiver is to continue in force thereafter until the Union serves the Employer with thirty (30) days written notice in advance of the date the Union may set for the above section (a) to become effective. Until such notice has been served on the Employer, members of the Union may be required to work fifty-three (53) hours per week, without receiving extra pay for the additional five hours. It is understood that female employes are exempt from this waiver, hours of female employes not to exceed forty-eight per week under any circumstances.)

All hours of work shall run consecutively insofar as each day is concerned, except one hour off for lunch on week days and two hours off on Saturdays.

Section (b) The minimum weekly wage for all female employes shall be \$19.00 per week, except female apprentices with less than six months experience who shall receive \$18.00 per week, more than six but less than twelve months \$18.50 per week, more than twelve but less than eighteen months \$19.00 per week, more than two years experience \$19.00 per week.

The minimum weekly wage for all male employes shall be \$24.00 per week, except male apprentices with less than six months experience who shall receive \$18.00 per week, more than six but less than twelve months \$18.50 per week, more than twelve but less than eighteen months \$21.00 per week, more than two years experience \$24.00 per week.

Section (c): All extra employes be paid pro rata per hour according to their classification as to length of service and position.

Section (d): No existing benefits or privileges, special awards or bonuses, enjoyed by any employe at the time of execution of this agreement shall be abridged or terminated during the life of this agreement; nor shall the minimum rates of wage in any way be construed to prevent the Employer from paying a higher wage; nor shall any Employe have his or her salary reduced any seeming provision to the contrary notwithstanding.

Section (e) When extra employes are hired they shall work at least four consecutive

hours or shall receive the equivalent in pay. In all cases of new employes they shall be on probation until they shall have worked a total of twelve (12) days.

Section (f): Overtime shall be paid for by the Employer at the rate of one and one-half (1½) the regular rate, and double time for Sundays and holidays as prescribed herein. All overtime to be paid in cash and not in time off.

Section (g): All employees having worked for the Employer for one year or more shall receive one full weeks vacation with pay, and having worked two or more years shall receive two weeks vacation with pay. Those employes who have not completed one years service but who have completed at least six months service shall receive one-half day for each month's work. All vacation days to run consecutively. Compensation for vacations to be made prior to week of vacation.

Section (h): No Employee shall be required to work on Sundays or on the following holidays: NEW YEARS DAY, DECORATION DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY. The Employer agrees to pay employes for such holidays.

Article IV: SENIORITY, LAYOFFS, ETC.

Section (a): In case of layoffs or re-hiring, seniority shall prevail.

Section (b): In case of layoff, the Employer shall give one week's notice or one week's pay. All members of the Union shall give one weeks notice to the Employer in case of ending service.

Section (c): Employes shall not suffer discrimination by reason of serving or performing the function of a Steward or Committeeman, and Employer shall meet with the Store Committee or Union Representative at any reasonable time and no committeeman shall suffer loss of pay when so servicing.

Section (d): It is agreed that in no event shall the entry of a new and additional partner or stockholder in the firm be a sufficient cause for the discharge of any of the employes employed by the Employer under any circumstances whatever.

ARTICLE V: The Employer shall at all times have the right to dismiss any employe for just cause. In the event it shall be finally decided, under the terms of this agreement, that an injustice has been dealt the employe with regard to the discharge the Employer shall reinstate such employe and pay full compensation at the employe's regular rate of pay for the time lost. All such cases of discharge shall be disposed of within ten days from date of discharge.

ARTICLE VI: In all cases of discharge, the Employer shall give notice of his intention to terminate such employment, together with the reason or reasons thereof, to the effected employe not less than one week prior to the effective date of the discharge; provided, however, that the Employer may pay the effected employe one week's pay in place of giving the notice herein provided; and provided, further, that the Employer shall not be required to give such notice or pay in cases where the employe is discharged for dishonesty or intoxication while at work on the premises of the Employer.

ARTICLE VII: ADJUSTMENT OF GRIEVANCES: The Employer agrees to recognize and deal with the Grievance Committee representing the employes of the Employer. If any grievance effecting any employe or employes results from a dismissal or a Complaint, the effected employe or the Grievance Committee shall take up the grievance with a representative of the Employer in the store. If unsuccessful in adjusting the grievance, the Committee shall take up the matter with the Store Manager, and if such grievance is still not adjusted, it shall then be taken up between representatives of the Union and the representatives of the Employer.

In the event the dispute shall not have been satisfactorily settled, the matter shall then be appealed to an Arbitration Committee, consisting of two persons appointed by the Union, and two persons appointed by the Employer, which four persons shall choose an impartial arbitrator to be the fifth member of the Arbitration Committee. The salary and expenses of such impartial arbitrator shall be borne equally between the Union and the Employer. Both the Union and the Employer agree hereby to accept and abide by the decision of such Arbitration Committee. The above procedure shall apply also in case of any and all disputes arising out of any of the terms and provisions of this agreement.

ARTICLE VIII:

Section (a): It is agreed that only managers and salesclerks shall do such work as packing, waiting on trade, etc.

Section (b): All employes shall be allowed seven (7) days sick leave with pay in one year provided a doctor's certificate is presented.

Section (c): The Employer shall furnish and launder all uniforms and aprons which the Employer shall require employes to wear.

Section (d): Employer shall maintain water coolers and furnish sanitary drinking cups, or drinking fountain for the use of the employes. Rest rooms shall be kept clean and sanitary and shall be supplied with soap dispensers and individual towels.

Section (e): An authorized representative or officer of the Union shall have free access at reasonable hours to the store or stores conducted by the Employer at all times for the purpose of communicating with the employes therein or for the purpose of conferring with the Employer.

ARTICLE IX: The parties to this agreement mutually agree to be bound by the terms, covenants and conditions of this agreement for the period of one (1) year from the date hereof, at which time the said agreement shall be terminated. This agreement covers the store or stores owned and operated by Peoples Cooperative Inc. and located at 732 S. Main St. City of Akron Ohio.

ARTICLE X: IN WITNESS WHEREOF? The parties hereto have caused these presents to be signed by their respective representatives, the day and year first above written.

UNITED RETAIL & WHOLESALE EMPLOYES OF AMERICA
LOCAL No. 201 of Akron O.

Affiliated with the Committee for Industrial Organization

By J. L. Hayn
EMPLOYER

In the presence of:

L. E. Swain

By Lena Birch Local 201

UNION MADE

SECOND REQUEST
U. S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON

Retail Employees #201
Akron, Ohio
8-2-40

UNION AGREEMENTS

December 26, 1939

Secretary
United Retail & Wholesale Employees #201
21 South Main Street
Akron, Ohio

Dear Sir:

For a number of years the Bureau of Labor Statistics has attempted to maintain a file of all union agreements in force throughout the United States. On checking through our files we find we do not have copies of any agreements entered into by your union. We are exceedingly anxious to have your agreements among our records and shall appreciate your cooperation in sending us copies of them, together with the information requested below.

If you have only one copy available and so designate, we shall be glad to type a duplicate and promptly return the original. If you so indicate, we will keep the identity of the agreement confidential, using the materials only for general analysis which will not reveal the name of your union.

The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

Isador Lubin
Commissioner of Labor Statistics.

Enc.

Name of company or employers' association signing the agreement On Reverse Side
(If more than one employer, please list on reverse side)

Number of companies covered by agreement Peoples Cooperative - 1 Company 1 Company *Ideal Tracts Inc.*

Number of union members working under terms of agreement 4 members

Number of nonmembers working under terms of agreement none

Branch of trade covered Retail Grocery and Retail Ready to wear.

Date signed Peoples Coop - Aug. 2, 1939 Ideal Tracts - Dec. 5, 1939 Date of expiration Peoples Coop - Aug. 2, 1940 Ideal Tracts - Dec. 5, 1940

Please check here if you wish the agreement returned Please Return Agreements

Beulah Kalleghy Recording Secretary 12 E. Market St.
(Name of person furnishing information) (Address) *Akron, Ohio*

