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Clerks 171
Havre mont

GENERAL AGREEMENT

RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION, LOCAL NO. 171

HAVRE, MONTANA

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THIS AGREEMENT, Made and entered into this 25th day of February, 1938, between the RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION, through their authorized agent, LOCAL NO. 171 of the City of Havre, State of Montana, as the Party of the First Part, and HAVRE INDUSTRIAL ASSOCIATION, of the City of Havre, State of Montana, Party of the Second Part.

WITNESSETH:

1. That the Party of the First Part, in consideration of the faithful keeping and performance of the articles of this agreement, by the Party of the Second Part, promises and agrees that they will advance the interests of the Party of the Second Part, as employers of Union Labor, and will use every means possible to exact identically the same terms as are herein contained on the part of business houses who are not members of Second Party.

2. The Union Store Card is, and shall remain the property of the Party of the First Part, and must be surrendered by the Party of the Second Part upon demand of the Party of the First Part.

3. All persons employed in the store of the Party of the Second Part, as specified in Section 4 of the R. C. I. P. A. Constitution and Article 3 of constitution and by-laws governing Local 171, shall become members of said Union within thirty (30) days after securing employment. Employees working 16 hours a week or more, shall become members of the Union.

4. All stores except Drug Stores, Service Stations and Garages, operated by the Party of the Second Part, shall be closed all day on the following days: Sundays, New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When any of the above holidays shall fall on Sunday, the following Monday shall be observed.

5. No employee shall suffer a reduction in salary or other remuneration on account of the operation of this agreement.

6. A maximum of eight (8) hours work shall constitute a day's work, and a maximum of forty-eight (48) hours shall constitute a week's work, in stores of the Party of the Second Part.

7. The Party of the Second Part agrees to keep a copy of this agreement posted in a conspicuous place during the life of this agreement, in all employees lockers or cloak rooms.

8. Only one apprentice shall be employed for each three additional members employed, and all apprentices shall be members of the Union.

9. All work in excess of 8 hours per day, or 48 hours per week, shall be paid for as overtime at the rate of seventy-five cents (75c) an hour for men, fifty cents (50c) per hour for women, and forty cents (40c) per hour for apprentices.

9A. Except as in this paragraph provided, all part time help shall be paid at the rate of 50c per hour, with at least four hours' work per day, or a full day's wages as per scale if over four hours as per section 15. It is mutually agreed between the parties hereto that the members of the Havre Industrial Association may employ vocational students only on the following basis: For their regular educational time of 15 hours per week, from Monday to Friday, both inclusive, they shall receive the regular educational rate, and such time shall not be counted on their classification in the Union; if they shall work 16 hours or more per week, in addition to said 15 hour period, they must join the union. For all work in addition to said 15 hour period they shall be paid at the rate of 27c per hour. The term "Vocational Students," as herein used, shall mean Havre High School students who are under the direction of a Co-ordinator.

10. The stores of the Party of the Second Part shall open at 9:00 o'clock A. M. and close at 6:00 o'clock P. M. on store days, except during July, when the stores of the Party of the Second Part shall open at 8:00 A. M. and close at 5:00 P. M., except Drug Stores, Filling Stations, Service Stations, Garages, and Wholesale Automotive Supply Stores. Failure to comply with this section shall be punishable by a fine.

11. Stores may remain open until 9:00 P. M. on the 4th, 3rd and 2nd nights before Christmas. Work performed between 6:00 P. M. and 9:00 P. M. during this period shall not be construed as overtime, but one hour for supper shall be allowed before 9:00 P. M., providing not more than eight hours shall constitute a day's work during this period.

12. Before any member of the R. C. I. P. A. shall work overtime in the stores of the Party of the Second Part, such member shall notify the Business Agent of the R. C. I. P. A. of the intention to work overtime, and failure to comply with this section shall be punishable by a fine of ten dollars ($10.00) for the first offense, further offenses punishable as per R. C. I. P. A. Constitution.

12A. Any new employee employed in the store of the Party of the Second Part shall be reported to the Secretary of Havre Local No. 171 by the Party of the Second Part immediately upon the employment of the new employee.

13. It is agreed that the Party of the First Part shall not report any store of the Second Party as unfair to organized labor for any grievance arising under this agreement until such grievances have been reviewed by the RETAIL EMPLOYERS ASSOCIATION COMMITTEE and LABOR COMMITTEE sitting as a BOARD OF ARBITRATION, and all efforts of a settlement of such grievances have been exhausted. IT IS FURTHER AGREED that the Party of the First Part will not deal individually with any retailer, who is a member of the HAVRE INDUSTRIAL ASSOCIATION.

14. Any outside crafts employed by the Party of the Second Part shall be Union, as specified by the Hill County Trades and Labor Assembly, provided the same is available.

15. The party of the second part hereby agrees that each of its members shall employ union help in his store, when such help is available and qualified for the position desired to be filled. If there are no qualified men in said Union, the employer shall have the right to employ non-union men, provided that any non-union man employed shall, within thirty days following his employment, become a member of said Union; and provided further that if any employer shall at any time discharge any of his non-union help, for any reason other than incompetency or inefficiency, his privilege of employing non-union help shall be immediately withdrawn. Disputes under this paragraph shall be settled as provided in paragraph 13 hereof.

16. MINIMUM SCALE OF WAGES FOR ALL STORES UNDER THIS AGREEMENT: Shall be as follows:

Minimum Scale per month—Male Clerks	$110.00
Minimum Scale per month—Women Clerks	70.00
Minimum Scale per month—Deliverymen	100.00

APPRENTICES:

Women 1st 12 months	$50.00
Women 2nd 12 months	55.00
Women 3rd 12 months	60.00
Women after 36 months	70.00

APPRENTICES:

Men 1st 12 months	$ 65.00
Men 2nd 12 months	75.00
Men 3rd 12 months	90.00
Men after 36 months	110.00

DELIVERYMEN:

Deliverymen 1st 12 months	$65.00
Deliverymen 2nd 12 months	75.00
Deliverymen 3rd 12 months	85.00
Deliverymen after 36 months	100.00

16X. **SERVICE STATIONS**

1st twelve months	$ 65.00 per month
2nd twelve months	$ 75.00 per month
After two years	$ 90.00 per month
Top man	$100.00 per month

16A. In the event that any provision hereof shall be in conflict with any law of the State of Montana, now in effect or hereafter enacted, the State law shall control, but all of the provisions shall remain in effect, as herein set forth; provided that wages shall not be less than herein set forth.

17. IT IS UNDERSTOOD AND AGREED that the life of this agreement is to extend from March 1, 1938, to February 28, 1939, and thereafter is to be automatically renewed for a like period; provided, that either party hereto may terminate this agreement on February 28, 1939, by giving to the other party notice in writing, sixty days prior to February 28, 1939, of its intention to terminate the same; it being understood that negotations must be commenced at least sixty days prior to February 28, 1939, and the same must be consummated prior to February 15, 1939.

IN WITNESS WHEREOF, each of the parties hereto has caused this agreement to be executed by its proper officers, thereunto duly authorized, the day and year first hereinbefore written.

RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION, LOCAL NO. 171, of Havre, Montana.

By .....
President

.....
Secretary

Party of the First Part.

HAVRE INDUSTRIAL ASSOCIATION,

By .....
President

.....
Secretary

Party of the Second Part.

MAY 24 1938