

THIS AGREEMENT Made and entered into this 21st day of May, 1937, by and between GALPERIN BROS., INC., a Michigan corporation, hereinafter called the employers and the RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION LOCAL #128, Toledo, Ohio, hereinafter called the employee and/or the Union.

WITNESSETH:-

In consideration of the premises, agreements and covenants of the parties each to the other, as hereinafter set forth, IT IS MUTUALLY AGREED by and between the parties as follows:

1. HOURS OF EMPLOYMENT: Forty-three (43) hours shall constitute a week's work and seven (7) hours shall constitute a days work except Saturdays on which day eight (8) hours shall constitute a days work and except also that in the three (3) week period preceding Christmas, a days work or a week's work shall be the regular store hours during such period.
2. PAYMENT: All hours worked in excess of the regular hours shall be paid for at the rate of time and one-half except for periods not in excess of fifteen (15) minutes before the store opening or after the store closing hour which time is for the purpose of arranging the stock or completeing wating on customers, for which no additional wages shall be paid. Inventories are to be taken once a month, after store hours, and for which the employees taking inventory are to be given an equivalent time off during the current week or paid for said inventory time at the regular rate, at the option of the employer. Employees shall not be required to work on Sundays. However, in an emergency the employees shall work and the rate shall be double the employee's base rate.
3. The employer agrees to hire only members of Local 128, who are in good standing with the Union. However, the employee may work a trial period of not more than one (1) month before being required to become a member of the Union. This period being given the employer to determine if the employee is desirable and worthy of employment.
4. SENIORITY: Seniority rights based on length of time employee has been with the employer shall be taken into consideration along with ability and qualifications. Promotions shall be made according to seniority standing, along with ability and qualifications.
5. Employees shall not be required to work on the following days: Labor day, New Years day, Independance day, Decoration day, Thanksgiving day or Christmas day nor shall there be any deductions for any of these days. Should any of the above holidays fall on Sunday, the following Monday shall be observed instead.
6. All hours of work shall be consecutive, except for the lunch period, which shall be of one hour's duration.
7. Employees shall be allowed three (3) days sick leave per year, providing they can produce a statement from a physician on each occasion absent, these days to be granted with full pay.

8. One day shall be granted with full pay for the attending of a funeral of a member of the employee's own immediate family.
9. Employees with one or more years seniority shall receive one (1) week's vacation with full pay. If the employee has less than one year, but more than six months seniority, they shall receive one-half days vacation for each month worked. All vacation days to be of consecutive order.
10. Regular full time and part time employees shall receive one (1) week's notice before a lay-off.
11. RATES OF WAGES: Part time and extra employees shall receive a minimum of thirty-seven and one-half ( $37\frac{1}{2}$ c) cents per hour. Full time employees shall receive a minimum of Sixteen Dollars (\$16) a week.  
The number one girl in each store shall receive eighteen (18) dollars per week.
12. Extra employees shall work no less than four (4) hours consecutively on any occasion they are called.
13. The employer agrees to meet with his employees duly elected grievance committee or the business agent, or both for the purpose of adjusting grievances that may arise out of this agreement.
14. The Union agrees that it will to the best of its ability promote the business of the employer in this city through the various Unions affiliated with the Retail Clerks. That it will be considerate of the interests of the employer in every way possible, so long as this agreement is being observed.
15. The employer can at any time discharge any employee for just cause or inefficiency, and inefficiency shall be presumed if any employee's sales shall cost the employer more than the average of the sales in the same store for a period of thirty (30) days next preceding, provided that the employees average is over six (6) percent.
16. This agreement shall be in full force and effect until October 1st, 1937. The provisions herein as to the rate of wages shall be effective as of April 1st, 1937.

Signed the day first above mentioned by the duly authorized representatives of the parties hereto.

Employer,  
Galperin Bros., Inc.

By J. Galperin, Sec.

Witnesseth:

Harry C. Markle

Employees  
By Retail Clerks Union

By Ralph Woodworth, Pres.

