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RETAIL CLERKS LOCAL NO. 205

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THIS AGREEMENT MADE THIS 22nd day of December, 1937, by and between.....F. W. WOOLWORTH CO.....Brainerd, Minn...... hereinafter described as the Company and Local Union No. 205, Retail Clerks International Protective Association, hereinafter described as the UNION.

In consideration of the mutual promises herein contained and for the purpose of creating a working agreement by and between the Company and the Union, the parties hereto mutually covenant and agree to and with each other as follows:

SECTION ONE (1)

The Company recognizes said UNION as the Representative of its member employees for the purpose of collective bargaining with respect to hours of labor, rates of pay, and working conditions hereinafter specified, except as to Learner and Assistant and one (1) Bookkeeper.

SECTION TWO (2) Hours of Labor.

(a) Forty-six (46) hours shall constitute a weeks' work except as provided in sub-paragraph (c) hereof Peak Weeks. Not more than seven and one-half (7½) hours first five (5) days of week, and nine (9) hours on Saturday. All time in excess of forty-six (46) hours in any one week shall be considered overtime; all time in excess of forty-six (46) hours and up to and including forty-eight (48) hours in any one week shall be paid for at the regular rate; all time in excess of forty-eight (48) hours in any one week shall be paid for at the rate of time and one-half, except as specified in paragraph (c) Peak Weeks. Not more than one (1) hour overtime may be worked in any one day to be paid for at regular rates. Overtime worked in any one day may not be compensated for by lay-offs nor shall the employees be required to take time off to make up for overtime work. All employees receive their pay weekly.

The Union Shop Card is the property of the Local Union #205 at all times and is loaned to the Employer while this contract is in effect.

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

(c) During Peak Weeks, not to exceed three (3) in any one year, forty-nine (49) hours shall constitute a weeks' work; all time in excess of forty-nine (49) hours and up to and including fifty-one (51) hours in any one said Peak Weeks may be paid for at the regular rate. All time in excess of fifty-one (51) hours shall be paid for at the rate of time and one-half. Employees shall not work more than nine (9) hours per day during Peak Weeks. Each Peak Week shall be designated in advance and notice given prior to the first day of the month in which said Peak Week is to occur. Peak Weeks to be designated by the management.

SECTION THREE (3) Salaries.

Female clerks shall be paid at the rate of fourteen dollars (\$14.00) per week for the first six (6) months; fourteen dollars and fifty cents (\$14.50) per week for the second (2nd) six (6) months; fifteen dollars (\$15.00) per week after one (1) year and up to eighteen (18) months; fifteen dollars and fifty cents (\$15.50) per week after eighteen (18) months.

(a) Extra regular part-time employees shall be paid no less than pro-rate of the regular rate.

(b) To defeat the purpose of this agreement or the policy herein outlined, no regular employee on a regular salary shall have his or her salary reduced.

(c) Any employee who has been requested to report for work and has so reported but is not given work shall be paid for at least four (4) hours' employment, unless notified the previous day or earlier that she should not report for work. Extra employees may be notified not to report for work at any time not less than one (1) hour before the time such employee is to report for work, due to unforeseen circumstances.

SECTION FOUR (4) Vacations.

(a) Regular full time employees with continuous service of two (2) years or more, preceeding June first of any one (1) year, shall receive two (2) weeks' vacation with pay. Regular full time employees with continuous service of one (1) year or more, preceeding June first of any one (1) year, shall receive one (1) weeks' vacation with pay. All vacation periods shall be allowed to be taken during the months of April first to November first unless a different time is arranged by mutual agreement by employer and employee. In the event a regular or part-time employee shall be dismissed for any reason other than drunkenness or dishonesty, during vacation period and has not had her earned vacation, such-employee shall nevertheless receive vacation pay as heretofore provided in this section in addition to any sum paid in lieu of dismissal notice provided in section eight (8) of this agreement.

SECTION FIVE (5)

(a) Employer agrees that in his store part-time workers will receive preference over new employees for promotion from part-time worker to full time worker; and that all other promotions shall be based upon seniority whenever the experience and ability of the employee involved shall be substantially equal.

(b) Employer agrees that in his store seniority rights in lay-offs and re-hiring of all employees shall prevail, whenever experience and ability of the employees involved shall be substantially equal.

SECTION SIX (6)

The lunch hour shall not be extended over one (1) hour.

SECTION SEVEN (7)

Any dispute arising under this agreement shall be referred to a store committee of the Union which shall make an effort to adjust such dispute with the management; failing in this the complaint shall be referred to an Arbitration Board to be selected in the following manner: two (2) from the Union; two (2) to be named by the Company; these four (4) to select a fifth (5th) neutral party. It is agreed that there shall be no strike, stoppage of work or lock-outs pending this negotiation and arbitration for a reasonable time, not to exceed thirty (30) days.

SECTION EIGHT (8)

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 (1) week or longer, shall be given one weeks' notice or one (1) weeks' pay in lieu thereof.

SECTION NINE (9)

It is agreed that existing conditions except those specifically mentioned herein shall remain as they are.

THIS AGREEMENT becomes effective immediately and shall remain in force until Nov. 1st, 1938 and shall be renewed automatically from year to year, unless written notice shall be given by either party to the other at least thirty (30) days before the expiration date, of election to negotiate for modification of the agreement.

RETAIL CLERKS UNION #205

.....Pres.

.....Sec'y.

F. W. WOOLWORTH CO of Brainerd, Minn.

.....

Manager

