

42 on strike

Copy

Cleveland Ohio

3711053

37-12-103

AGREEMENT

Pre.

A This agreement made and entered into by and between The Euclid Coffee Company, hereinafter referred to as the "Employer" and Local #1163 of the Retail Clerks' International Protective Association, an affiliate of the American Federation of Labor, hereinafter referred to as the "Union".

B This agreement shall be in full force and effect for a period of one (1) year beginning on the date specified below.

C This agreement is made for the purpose of promoting a friendly relationship between the Employer and the Union, and shall be applicable to all employees of the Employer with the exception of office help.

D During negotiations for the settlement of any differences that may arise, there shall be no cessation of work. The Employer agrees that there shall be no lock-out of employees during such negotiations.

E All employees, excluding office help, shall be members of the Union in good standing. New employees hired by the Employer shall not be required to join this Union until they have been employed fifteen (15) days, after which time they shall be required to join this Union.

F. Should any employee covered by this agreement believe that he or she has been unjustly dealt with, such employee shall submit the grievance in writing to the Committee representing the Union, within twenty-four (24) hours excluding Saturday, Sunday, and holidays, and upon approval by the Committee it shall present the grievance to the Employer within the next succeeding twenty-four (24) hours, which shall be corrected in a satisfactory manner and if it is found to the mutual satisfaction of the Union and the Employer that an employee has been discharged unjustly, said employee shall be re-instated to his or her former position.

G. The Company shall permit the use of bulleting boards in the Departments for the posting of notices concerning the time and date of meetings of the local Union.

H. Any employee reporting to work who has not been notified not to report shall be paid the minimum of two hours at his or her regular rate of pay.

SECTION I (Hours) Female Employees.

(a) Forty (40) hours shall constitute a maximum week's work, Monday to Friday, inclusive. If it becomes necessary to work female employees on Saturday, they shall not work more than one Saturday in any one month and they shall be paid at their regular rate of pay on an hourly basis. All female help shall be paid solely on an hourly basis and with no minimum guarantee of hours per week.

(b) Male employees shall work forty-seven (47) hours per week and not more than two (2) hours over-time in any one week and if there is more than two (2) hours over-time in any one week they shall receive additional pay at their regular rate for such over-time.

EXR 11/38

(c) No work shall be performed on Sundays and any of the following legal holidays, namely: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas.

SECTION II

(a) In the reduction, restoration and advancement of forces seniority shall govern provided they are capable of doing the work.

(b) When new jobs are created or vacancies occur the oldest employee in point of services, if sufficient capability be shown to the satisfaction of the Employer, shall be given preference in filling such new job or vacancy that may be desirable to them.

(c) There shall be made available to the Union Committee at all reasonable times, the service records of the employees which show the length of all employees service.

(d) Seniority shall be broken only when an employee is discharged for just cause or leaves the employ of the Employer on his or her own accord.

SECTION #3

Vacations shall be granted all employees covered by this agreement on the following basis: Employees, employed from one year to two years shall receive three (3) days vacation with pay. All employees employed more than two(2) years shall receive one week's vacation with pay.

SECTION #4

Nothing in this agreement shall be construed to prevent or preclude the right of the Employer to discharge an employee for a just cause.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing agreement this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Copy of Hours and Wages Before and After the Dispute

Before Dispute:

Female employees ---- 45 hours per week.  
Starting rate ----- .25¢ per hour to .30¢ per hour, top  
rate was .32½¢ per hour.

Male employees worked from 48 hours per week to 65 hours  
per week on a salary basis.  
Wages ranged from \$18.00 per week to \$32.50 per week.

After Dispute:

Female employees work 40 hours per week.  
Starting rate is .30¢ per hour to .33½¢ per hour after  
six months and .36¢ per hours after one (1) year.

Male employees work 47 hours per week and received a  
straight 10% increase.

Fraternally yours

*Walter Crease*

Walter Crease