Saulte Ste Marie Mich 220-43 4-1-20-44

THIS AGREEMENT, made this Sweater Light of any and Secretary Light of Laurence 1962 by and between the CRISP LAUNDRY COMPANY, a Michigan Corporation, having its principal place of business in the City of Sault Ste. Marie, Michigan, of the first part, hereinafter referred to as the "Employer" and the United Retail, Wholesale and Department Store Employees of America, affiliated with C.I.O. Local No. 92 of the City of Sault Ste. Marie, County of Chippewa, State of Michigan, hereinafter referred to as the "Union".

WHEREAS, the Employer and the Union desire to enter into an agreement obtained by collective bargaining.

WHEREAS, the said Union represents a majority of the e ployees of said "Employer".

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

A. RECOGNITION

1.

The Employer recognized the Union as the sole bargaining agent for all employees employed at its plants in the City of Sault Ste.

Marie, Michigan. It being understood that terms "employee", for the purpose of this agreement shall not be conirued to include all other plant employees and truck drivers.

2.

That all new employees shall be required to become members of the Union within fifteen (15) days after the commencement of their employment, at which time stewards will notify office for initiation fee of \$2.00.

That by virtue of the membership contract between the Union and its members, the Employer is hereby authorized by the Union to deduct from each members wages the sum of one (\$1.00) dollar per month as Union dues plus any assessment that may be leived by the Union. This deduction shall be made from each employees wages during the first week of each month and forwarded to the treasurer of said Union the 10th day of the month.

That hourly production employees shall be paid at the regular rate of pay herein specified for all work not in excess of forty (40) hours in any one week. PROVIDED, however for all work performed in any one week in excess of said forty (40) hours shall be paid at the rate of one and one-half (12) of said regular hourly rate. PROVIDED further that, in keeping with the presidential order, that all work performed on the seventh consecutive day of any week worked shall be Holidays worked shall be paid at the rate of double the regular hourly rate as in the past; providing that this does not conflict with the presidential order. Provided further that holidays shall be construed to means only the following legal holidays, New Year's Day, Decoration Day, Independence Day, Thanksgiving Day, Labor Day, and Christmas Day. Provided further: that employees shall be paid a normal work day wages of six hours and forty minutes for Christmas Day and New Year's Day, providing that, the employee has worked the day before and the day immediately following these holidays, as has been the custom of the Company in the past. C. WAGES

NAGED.

2.

Minimum wage for men fifty-five (55) cents per hour: Wages for washers eighty-seven and one-half (87½) cents per hour. Wringer at seventy-five (75) cents per hour. Assistant foreman on Locks at seventy-five (75) cents per hour. Dryer at fifty-five (55) cents per hour. Assistant fireman at fifty-five (55) cents per hour. Truck drivers commission of 10% on cash business, 5% on accounts with a minimum gurantee of twenty-seven (27) dollars per week. Lockmen at forty-five (45) and fifty (50) cents per hour with five (5) cents an hour providing that they work the entire Navigation season. Provided, however, that in the event they are called to military service they shall be paid their bonus up to the time of their leaving.

That minimum wage for women employees shall be in accordance with a schedule that will be worked out betw en the frievance Committee and the Company on a bonus and inceative plan based on increased production as described in schedule, which shall be a part of this agreement.

3.

That a record shall be kept of the employees hours by the punching of a time clock.

D. WORKING CONDITIONS:

1.

Seniority of employees shall be the determining factor in case there if a necessity of reduction in the number of employees. Employees shall be recalled for work in the inverse order they were laid off. However, only employees who are capable and qualified to perform the duties of the job available shall be retained or recalled.

3.

An up-to-date seniority list of each Department shall be main-tained by the employer. A copy of the seniority list of each Department shall be furnished by the Union. New employees shall be placed on the seniority list after they have been on the payroll for fifteen (15) days.

3.

Seniority shall be lost by (a) Discharge for cause, (b) Absence for three (3) days without notifying the Employer, (c) Failure to return to work within seventy-two (72) hours after notice by registered mail, (d) Voluntarily quitting.

4.

An employee shall not loose seniority by reasons of lay-off or temporary cessation of employment if he is re-employed. Provided such employee shall report to work not later than seventy-two (72) hours after notice to the employer.

Time lost by reasons of machine repair, shortage of stock or any other lost time occasioned through no fault of employees, during which time the employees are kept in the shop, shall be paid for at the regular hourly rate, appearing for work and no work available, employee shall be paid for four (4) hours work.

6.

It is agreed that any employee on the seniority list who enters the military training and service of the United States Government, and who upon completion of service is qualified and physically able to do available work in the line with his seniority, and makes application for re-employment within forty (40) days after he is releived from such training and service, shall be returned to work in line with his seniority on available work which is similar to that which he was doing before he left at the then current rate of pay for such work and with seniority accumulated during such period of training and service, provided however, that he is Honorably Discharged from service.

7.

Women employees on each shift shall be given two (2) relief periods of fifteen (15) minutes during such full shifts.

8.

The management of the work, the direction of the working force, the right to hire and discharge for cause, the qualification of employees, are vested exclusively in the Employer and the Union shall not abridge this right. It is not the intention of this paragraph to encourage discharge of Employees.

PROVIDING, however that the Union reserves the right to investigate all discharges, this shall be done within twenty-four (24) hours after the discharge in all cases where grievances exist in any discharge Union officers and representatives of the Company shall settle it by following procedure. Where it has been found that an employee has been discharged without cause or unjustly the matter shall be settled through arbitration if a mutually satisfactory agreement cannot be reached between the Union and the Employer within seventy-two (72) hours. The arbitration board shall consist of one chosen by

the Union, one by the Employeer and one chosen by both who shall be Chairman of the Board.

9.

VACATIONS

- a. A vacation is an intermission between periods of stated employment. If there is no intention on the part of the person granted a vacation to return to work on the date stated, the application for a vacation is not bons fide and the vacation is invalid.
- b. Employees who comply with the provisions hereof and who shall have been in the EMPLOYER'S employ for one year or more prior to Jan. 20 of any year while this agreement is in effect, shall be granted a vacation of one week (forty(40) hours) with pay, at such time during the twelve months period after Jan. 20 as the EMPLOYER finds most suitable, considering both wishes of the employees and the efficient operation of the department concerned, provided they shall have worked in the plant at least one thousand (1000) hours during the fifty-two calendar weeks prior to Jan. 20.
- c. A preference as to time of taking vacation shall be given to employees of longest service in the department or plant, as established by the seniority list furnished the Chairman of the Grievance Committee by the EMPLOYER.
- d. Vacation pay shall be forty (40) times the hourly rate for day workers, and for those employed on standard forty (40) times the average hourly rate earned for the last four (4) pay periods, closed and calculated, proceeding the date of the employee's vacation assignment, at their regular occupation. Overtime shall be excluded from the determination of vacation pay. The vacation allowance may be drawn on the last work day proceeding the date of the employee's vacation.
- e. Those who cease to be employees because they have voluntarily quit or have been discharged for cause prior to their vacation assignment, shall have been forfeit their right to vacation pay voluntarily granted by the EMPLOYER.
- f. Employees who enter the armed forces of the United States during the term hereof and prior to their vacation assignment date shall be granted vacation pay, provided they have fulfilled the

elegibility requirements for a vacation with pay.

10.

Violation of Company rules shall be sufficient cause for digmisal.

- 1. Employees shall accept, abide by and comply with working hours as set by employer.
- 2. No smoking outside of designated places; namely, boiler room, girls rest room, lunch room, at tables in mangle room at rest and lunch periods only. Cigarette stubs, matches, etc. to be put in ash tray or containers provided.
- 3. Drinking of intoxicating liquir during working hours shall be cause for immediate dismisal.
- 4. Destruction of machinery, equipment or property through carelessness or neglect shall be cause for dismisal.
 - 5. Any employee shall temporarily fill a vacancy if so requested.
 - 6. No visiting with employees during working hours.
- 7. The Union or members of the Union shall not try to influence, intimidate, or coerce employees willing to work overtime and holidays in accordance with this agreement.

11.

- a. Work day shall consist of seven (7) hours at regular rate of pay any time over that, as time and one half.
- b. All overtime shall be equalized as far as possible among those capable of doing the work, and request to work overtime shall be complied with as far as possible.

E. ADMINISTRATION

1.

The Union will not cause, or permit nembers to cause nor will the Union or any member thereof take part in any strike, sit-down or stay in strike, slow-down, other unwarranted curtailment or work or operation of the Employer during the term of this agreement; nor shall the Union or its members coerce or intimidate other employees of the Employer not covered by this agreement because of their non-union membership or other wise. The Employer agrees that it will not permit a lockout of its employees during the term of this agreement.

The Union shall have one duly elected shop Steward for each shift and department who shall be recognized as having charge of the Union matters within the plant. They shall have the right to receive the complaints and make proper inquiry thereof and to perform such other duties as may be imposed upon them by the Union providing complaints shall not be made during working hours and such other duties do not interfere with their regular work and are performed in such manner as not to interfere with shop discipline and efficiency. All grievances or complaints shall be submitted by the Stewards or the Union to the Employer in writing, specifying the nature and basis of such complaint or grievances. It is understood that the Stewards shall have no vice in the matter of production or discipline and their sole functions will be to present complaints or grievances to the Employer, and they shall carry top seniority.

3.

If the Steward are unable to reach any adjustment of any complaint or grievances with the Employer, an International Representative of the Union shall meet with the Employer; and is thereafter the Union and the Employer are unable to settle the disputed question to the satisfaction of all concerned, the disputed questions shall then be submitted to a board of arbitrators as in Section D, Article 6.

4.

.Company agrees to allow it's employees two (2) dollars worth of laundry to each employee every week for one (1) dollar, and also two (2) garments dry cleaned per month at one half ½ price.

The Company agrees that it will comply with the State laws in regard to health and sanitary conditions, and the recommendations of the Labor and Industry Board of State of Michigan.

F. Term of Agreement

The effective date of this agreement is <u>Jehrnand 26th/943</u> and the same shall terminate on the <u>Jehrnand 20-1944</u> provided, how ever that the agreement shall continue thereafter, subject to termination, modification or amendment upon thirty (30) days written notices by either party.

11.

IN WITNESS WHEREOF THE PARTIES HAVE HERETO AFFIXED THEIR HANDS AND SEALS.

Approved by National
Representative

Charles Van Dusen

Secretary

U.R.W.& D.S.E.A. AFFILIATED BY CIO

LOCAL

BY: Violet McKillican

Joe Autore

Wilma Heikkila

Elizabeth Burlison

Uno Hendrickson

Committee

CRISP_LAUNDRY COMPANY

BY John Adams fr President

Manager