

A G R E E M E N T

The Punxsutawney Beef and Provision Company hereinafter called the "Company", and the United Retail and Wholesale Employees of America, Local Union 487, Punxsutawney, Pa., and affiliate of the C. I. O., hereinafter called the "Union" agree to the following collective bargaining agreement, which shall cover all employees of the Company, exclusive of Foremen or Working Foremen, Truck Drivers, Engineers, Watchmen, Office Force, Executives and Officials.

CLAUSE I

For the recognition of the Union as a collective bargaining agent in the matter of employee-employer relationship as to wages, hours of labor and working conditions, the Union agrees, as an affiliated union of organized labor, to promote the welfare of and endeavor to increase the production and sales of the Company.

CLAUSE II

Sec. (a) The Company reserves the right to hire such persons as it needs and a probation period of fifteen (15) days for new employees hired shall be given to observe competency, after which time, if retained, the said employees shall become and remain members of the local union during term of employment, after having worked the fifteen days above referred to and if retained, the employee then is subjected to the collection of the check-off. Local Union #487, through its officers or members, shall be privileged to solicit new employees for membership in the local union within three (3) days of their becoming employed.

Sec. (B) It is further agreed that any person being rejected for membership by the Union shall be given a period of seven (7) days to prove his case; also seven (7) days shall be given the Company in which to replace rejected employee.

Sec. (c) Within three (3) days of demand, the Company will furnish the Union with reasons for the dismissal of any of its members, if requested. If investigations of the case by the Union show unjust dismissal the matter will be referred to the Arbitration Clause as herein provided.

Sec. (d) The Company agrees to collect the "check-off" dues of \$1.50 per member per month, as well as any fines imposed upon its members or assessments levied by the Union. Such payroll deductions to be made from the earned wages of the employee and mailed monthly to the recognized treasurer of the Union.

Sec. (e) The Company agreed not to hire any new employees until all members in good standing in Local # 487 have been re-hired. Exceptions to this clause may be taken when agreed upon by both the Company and the Union.

CLAUSE III

Sec. (a) In the event of reduced production, at any time,

which would cause a decrease in the number of employees in any department, it is hereby agreed that such employees laid off, if available, shall be given preference of re-employment before other help is hired. It is also further agreed that as far as is consistent with efficiency and departmental costs, the work in each department will be divided as equally as possible between the employees of that department. A minimum of thirty-five (35) hours per week as near as is possible will be observed and should employment fall below thirty-five (35) hours per week for three consecutive weeks, in any department, lay-offs will be made to permit the employees of that department a minimum average of thirty-five (35) hours over a three week period. In departments where employees have not worked the maximum hours applying to the daily or weekly maximum hours specified before overtime shall be paid as provided in Clause VII, the foremen will not be permitted to dismiss the employee from duty in order to complete the work themselves. It is agreed that skill will be exempted in lay-offs or re-hiring in observing seniority rights by departments.

Sec. (b) Any employee promoted or transferred from one department to another and is unable to satisfactorily perform his new duties shall retain his seniority rights in the department from which he was transferred. In the event he is retained in the newly promoted or transferred department for a period of ninety (90) days he shall be considered as a regular employee of that department and his seniority shall be established in that department as of the date of commencement of his new duties.

Sec. (c) Any employee transferred by the Company from one department to another shall continue at his former rate of pay until he has worked in the new department for a period of three (3) days then he shall be paid the prevailing rate of pay for the work performed. If an employee has been laid off from one department due to reduced production and is considered capable of doing work in another department he shall be given consideration for that available work and, if rehired, paid at the minimum prevailing rate, 57½¢ per hour. Where there is no set prevailing rate of pay established it is agreed that a rate of pay be established before the transfer is made.

CLAUSE IV

Sec. (a) Any matter pertaining to employee-employer relationship shall be first brought to the attention of the department foremen, by a representative of the Union; if said matter is not satisfactorily adjusted it shall be referred to the plant superintendent by a union representative; if he fails to satisfactorily adjust same, it shall be referred in writing to the Company, after which notice is received, the Company agrees to meet with a committee consisting of three Union members of Local 487, within five (5) days, and endeavor to adjust same. If this fails to accomplish a satisfactory adjustment, it shall then be referred to a Board of Arbitration, two of which are to be chosen by the Company and two chosen from the membership of the Union. The decision of such Board of Arbitration shall be final, but in the event of their failure to agree by a majority vote within five (5) days, then the matter shall be referred to an umpire to be selected jointly by the Company and the Union, the decision of such umpire to be absolute and final. The decision of any three of the Board of Ar-

bitrators thus set up shall be final and binding upon both parties hereto.

Sec. (b) It is agreed that there shall be no lock-out, walk-outs, or strikes pending negotiations for settlements of grievances. Any member who shall, by his acts, cause a stoppage of work, shall be dismissed from Local Union and discharged from the Company's employ.

CLAUSE V

Sec. (a) The time of the employee belongs to the Company, and the right of the Company is recognized to issue and post from time to time such notices or regulations as may be necessary and essential to efficiency, production, sanitation and safety. Dishonesty is sufficient cause for immediate dismissal.

Sec. (b) The Company agrees that the Union shall be granted permission to use the bulletin board in the vestibule of Lester hall (dressing room) for the purpose of posting any notices in keeping with union procedure. No notices shall be posted by the Union elsewhere upon the Company's properties unless permission has been secured from the Company beforehand.

CLAUSE VI

Sec. (a) There shall be no work performed on Saturday afternoons, nor on Sunday's or Holidays, before 7:00 P.M., except in emergencies, and any time so worked, exclusive of maintenance forces, shall be paid for at one and one -half ($1\frac{1}{2}$) times the regular hourly rate.

Sec. (b) It is further agreed that work performed by the maintenance force on Sunday's unless strictly construed to be emergency work, shall be paid for at ($1\frac{1}{2}$) one and one-half times the regular rate hourly.

Sec. (b) It is agreed that New Years Day, Memorial Day, Fourth of July, Labor Days, Armistice Day, Thanksgiving Day and Christmas Day, constitute the holidays referred to in Section (a) above.

Sec. (c) It is agreed that the night previous to a holiday shall be considered as the holiday for the night forces.

Sec. (d) When employees are ordered out for work, then sent home without actually working three (3) hours, a minimum of three (3) hours pay will be granted and such hours shall be counted as part of their regular week.

Sec. (e) Any employee desiring a leave of absence shall first receive a recommendation from the Local, which shall be presented to the Company. The Company solely reserves the right to grant or reject said request. Leaves of absence shall be granted for thirty (30) days, or any fractional part thereof, and may be renewed by reporting in person, or proxy, to both the Local and the Company.

Sec. (f) No leave of absence shall be granted to any employee who contemplates, or who does, during leave of absence, become employed. However, a leave of absence may be granted if employee desires a leave for educational purposes even though while pur-

suing education he may receive remuneration. Any employee so furloughed for a period of more than ninety (90) days in any calendar year loses his seniority rights. Any employee so furloughed and who is called back to work after a notice of two weeks is given and fails to report, loses his seniority rights. Sickness, accompanied by a doctors certificate, excepted.

Sec. (g) There shall be a uniform lunch period established as follows: For day workers, between 12:00 noon and 1:00 P.M. For night workers, between 12:00 midnight and 1:00 A.M. For afternoon shifts, one hour shall be taken for lunch. This hour to be adaptable to the nature of work performed, but shall be taken off not longer than six (6) hours after starting time.

Sec. (h) For the purpose of clarity, the termination of work for the day forces ends at 7:00 P. M. and the commencement of work for the night forces begins at 7:00 P. M. For the intermediate shifts their designated starting time will rule the commencement and termination of their work day.

CLAUSE VII

Sec. (a) Time worked over eight (8) hours in any one day, or over forty-four (44) hours in any one week shall be considered as overtime and such overtime shall be paid for at one and one-half ($1\frac{1}{2}$) times the regular hourly rate; except that the employer is permitted a tolerance of any two nine hour days of any one week before overtime upon those designated days becomes effective.

Sec. (b) Employees on record of one year's continued service will be granted one (1) week's vacation, with pay, during each contract year. The Company will prepare a schedule of vacations to become effective without interruption of efficiency or production of departments. Vacation time granted shall commence on Mondays and be continuous through Saturdays.

CLAUSE VIII

Sec. (a) The basis minimum rates for all employees in service for one year or longer is to be .57 $\frac{1}{2}$ ¢ per hour.

Sec. (b) There shall not be more than one apprentice used for every five employees hired, except when experienced help is not available, and a minimum rate of not less than .45¢ per hour for males and .35¢ per hour for females shall be the starting wage. After six (6) months continuous service, if still retained, they shall receive an increase of .07 $\frac{1}{2}$ ¢ per hour. In the event they are retained for more than one year they shall receive not less than .57 $\frac{1}{2}$ ¢ per hour for males and .47 $\frac{1}{2}$ ¢ per hour for females.

Sec. (b) The Company shall have the right to institute piece work wherever it deems it advisable, and make contracts for distribution when economical. It is further agreed that when piece work is instituted, the rate shall not be less than the hourly rate paid for such type of work performed.

CLAUSE IX

This agreement shall become effective August 5, 1940, and remain in full force and effect from year to year. Any party hereto desiring a change in the provisions of this agreement, either in part or its entirety, must serve notice of desired change, in writing, to the other party, thirty (30) days previous to the ending of the current yearly period. In the event of failure to agree upon such change or changes, it shall then be referred to an Arbitration Board as provided for in Clause IV of this Agreement. However, it is agreed that this contract may be amended at any time by the mutual consent of the parties involved.

CLAUSE X

Sec. (a) The Company agrees that if any member of the Union leaves the Company's employ by draft in order to join any branch of the military service or by reason of his conscription into other defense service by the United States Government that (1) he shall not thereby lose credit on his seniority record for that work done for the Company before leaving to join the service and his seniority shall continue to run during the period of such service; and (2) upon the said employee being discharged from the service he shall be re-employed by the Company in his previous employment, provided that he is physically and mentally capable of performing the duties of his previous employment, and provided further that he applies for the re-employment within thirty (30) days after the date of his discharge from the service.

Sec. (b) The Union agrees that prior to the re-employment of any men returning from military service or other service for which they have been conscripted it will furnish to the Company the voluntary resignations of men to be replaced.

In witness whereof, the parties hereto have caused this agreement to be signed and sealed this 5th day of August A.D. 1940

FUNKSUTAWNEY BEEF & PROV. CO.

By _____

Attest

(Secretary)

UNITED RETAIL & WHOLESALE EMPLOYEES
LOCAL # 487

Kenneth M. Grazier, Int. Rep. UR.W
EA

James Mark, Jr., CIO Rep.

Harry Johnson

(President)

19-5

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CONFIDENTIAL

R15-41-1

Retail & Wholesale #487
Punxsutawney, Pa.

8-5-41

U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON

September 18, 1940

Mr. Edward Johnson, Sec'y
United Retail & Wholesale Employees, #437
Punxsutawney, Pennsylvania

Dear Sir:

We have in our files a copy of your agreement with Beef & Provision Company of Punxsutawney, Pennsylvania, which recently expired.

In order to keep our files of union agreements up to date, we should be grateful if you could conveniently send us a copy of your agreement which is now in effect. We shall be glad to make a duplicate and promptly return the original if you have only one copy available. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general analysis in such a way as not to reveal the name of either party to the agreement.

We shall greatly appreciate your cooperation. The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let us know.

Very truly yours,

Isador Lubin

Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement

Punxsutawney Beef & Provision Company
(If more than one employer, please list on reverse side)

Number of companies covered by agreement One

Number of union members working under terms of agreement 90

Number of non-members working under terms of agreement None

Branches of trade covered Contact explain

Date of expiration August 5, 1941

Please check here if you wish the agreement --

Returned Kept confidential "over"

If you cannot send a copy of your new agreement, please note (on the reverse side of this letter) any changes from your previous agreement. (8227)

Sorry to have so delayed mailing
this, but our negotiations were held
up for months. Will appreciate if
you will copy & return agreement.

Also my address, as Secretary,
is Taler, Penn. instead of Punxsutawney,
Penn.

Very truly yours,
Edward Johnson, Secy.
Local # 481,
Taler, Penn.

Punxsutawney, Penn. is where Local is
operative.

