

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 1938, by and between

located in St. Joseph, Missouri, and vicinity, hereinafter designated as the Party of the First Part, and the RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION, Local Union No. 988, of St. Joseph, Missouri, affiliated with the American Federation of Labor, hereinafter designated as the Party of the Second Part, covering Wages, Hours of Employment and other conditions of employment for all employees whose work comes within the jurisdiction of the Party of the Second Part;

TO-WIT:

ARTICLE I.

The Party of the First Part agrees to employ, exclusively, only such employees as are members of the Party of the Second Part, or employees who will become members of the Party of the Second Part as a condition of employment, within six (6) days from the date of employment, provided, however, such employees shall make application for membership in the Party of the Second Part within two (2) days after entering the service of the Party of the First Part.

ARTICLE II.

Legal Holidays recognized by both Parties shall be as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, or any days celebrated for them. All employees shall receive one day's pay for each of these holidays. Employees required to work on any of these holidays shall be paid at the rate of double time.

ARTICLE III.

The Party of the First Part agrees that all employees who have completed one year of service with the Company shall receive one week's (7 consecutive days) vacation with pay each year. Each employee entitled to such vacation shall be given two weeks' notice, prior to the time of commencing his vacation.

ARTICLE IV.

In case of change of employment, either by the employee quitting or the employer dismissing employee, a notice of five (5) days shall be given both by the employee and by the employer in the following manner, to-wit: Employee who for any cause whatsoever desires to change his place of employment, shall notify his employer and the Business Representative of Local No. 988 at least five (5) days prior to such change, and the employer in dismissing employee shall give five (5) days' notice to employee, excepting in the event the employer shall find it necessary to discharge employee for dishonesty, drunkenness, or incompetency, and in such event the employer has the right to dismiss said employee without the customary five (5) days' notice.

ARTICLE V.

The Party of the First Part agrees that if any employee is required to wear any kind of uniform, same shall be furnished and maintained by the Party of the First Part free of charge and shall bear the Union Label.

ARTICLE VI.

Ten (10) consecutive hours work each day, between the hours of 7:30 a. m. and 6:30 p. m., allowing one (1) hour off for meals, shall be considered a work day on Monday, Tuesday, Wednesday, Thursday, and Friday of each week. The work day on Saturday and one day preceding a holiday shall be from 7:30 a. m. until 9:00 p. m., and an extra half hour shall be allowed for supper. Employees may be retained one (1) hour after the regular work day on Friday of each week to make special preparations for Saturday, provided all such employees so retained are allowed to quit work on Saturday at 8:00 p. m. or receive overtime for one hour.

Female employees shall not be required to work more than nine (9) hours during any work day or more than fifty-four (54) hours during any work week.

All services rendered in excess of the regular work day shall be compensated for at the rate of time and one-half the regular rate of pay, except as herein otherwise specified.

The work day for vegetable buyers, may, by permission of the Business Representative of the Party of the Second Part, start earlier than the regular working hours herein specified, provided, that such employees shall not be required to work more hours than are specified as a regular work day, unless such additional service be compensated for at the rate of time and one-half the regular rate of pay, except as herein otherwise provided.

Employees may be retained after the regular work day or week, not to exceed one (1) day during a period of three (3) calendar months, for the purpose of taking inventory at their regular hourly rate of pay.

ARTICLE VII.

A. Regular salesmen and saleswomen shall be compensated for their services at not less than the following schedule:

Salesmen.....	\$18.00 per week
Saleswomen.....	\$15.00 per week
Extra Salesmen.....	.30 per hour
Extra Saleswomen.....	.25 per hour
Apprentice Clerks.....	.25 per hour

Apprentice Clerks may be employed, provided they are employed not less than eight (8) hours a day and receive not less than two dollars (\$2.00).

B. Salesmen or saleswomen receiving in excess of the above schedule at the time of this Agreement shall not have their pay reduced.

ARTICLE VIII.

A Union Store Card bearing, Retail Clerks International Protective Association, shall be furnished the Company upon signing this Agreement, but such Union Store Card shall at all times be the property of the Party of the Second Part and shall be forfeited upon violation of any articles of this Agreement by the Party of the First Part.

ARTICLE IX.

The Party of the Second Part agrees to procure and maintain a list of idle members at all times and to assist the employer in filling vacancies. This clause being meant in no way to prevent the right of free hiring.

ARTICLE X.

The Business Representative of the Party of the Second Part shall be admitted to the store at all reasonable times.

ARTICLE XI.

Arbitration

Whenever any disputes or differences arise between the Parties to this Agreement which cannot be amicably adjusted by their representatives, the matter shall be referred immediately to an Arbitration Board, which shall be set up as follows: Each Party shall designate one representative to act for them on the Board. The two thus chosen shall endeavor to adjust the matter; however, if they are unable to do so they shall select a third member of the Board who shall not be connected with either Party in any way. The decision of the majority of the Board thus set up shall be final and binding upon both Parties. There shall be no lockout or cessation of work pending the decision of the Arbitration Board. The decision on matters referred to the Board shall be made within fifteen (15) days. If the two members of the Arbitration Board are unable to agree upon the third member within five (5) days, the third member shall be designated by the United States Labor Department.

XII.

In consideration of the foregoing Articles by the Party of the First Part, the Party of the Second Part agrees to faithfully perform the duties assigned to them to the best of their ability, and to use their best efforts to promote the business of the Party of the First Part.

THIS AGREEMENT shall be in effect and binding on both Parties from the _____ day of _____, 19____,

until the _____ day of _____, 19____, and each year thereafter, unless, thirty days prior to the expiration date each year, either Party notifies the other of any desired change or changes in any Article or Articles.

RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION, Local Union No. 988

PARTY OF THE FIRST PART.

PARTY OF THE SECOND PART.

SECOND REQUEST

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

Retail Clerks # 988
St. Joseph, Mo.

UNION AGREEMENTS

November 3, 1938

Sec'y, Retail Clerks' Int'l Protective Ass'n #988
c/o Central Labor Union
1101 South 33rd St.
St. Joseph, Missouri

Dear Sir:

For a number of years the Bureau of Labor Statistics has attempted to maintain a file of all union agreements in force throughout the United States. On checking through our files we find we do not have copies of any agreements entered into by your union. We are exceedingly anxious to have your agreements among our records and shall appreciate your cooperation in sending us copies of them, together with the information requested below.

If you have only one copy available and so designate, we shall be glad to type a duplicate and promptly return the original. If you so indicate, we will keep the identity of the agreement confidential, using the materials only for general analysis which will not reveal the name of your union.

The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

Isador Rubin

Commissioner of Labor Statistics.

Enc.

Name of company or employers' association signing the agreement see other side
of page _____

(If more than one employer, please list on reverse side)

Number of companies covered by agreement 13

Number of union members working under terms of agreement 89

Number of nonmembers working under terms of agreement 47

Branch of trade covered Retail Grocery Stores

Date signed Mar. 26, 1938 to Present Date of expiration 1 year from signing

Please check here if you wish the agreement returned _____

I. E. Ramseier, Bus. Rep. Rm. 9 Labor Temple, St. Joseph, Mo.
(Name of person furnishing information) (Address)

Beaty Stores

Numbers 1, 8, 15, 30, 31, 52, 55, 19, 32, 2, 7, 5, 21, 25, 16, 47, 12,
39, 6, 14, 77, 10, 46, 22, 65, 9, 28, 49, 54, 3, 11.

Kennedy's Groc. Co.

Schenecker's Mkt.

West Side Food Mkt, A-G

A. & P. Tea Co.

Trading Post

Krogers, two stores

Marvin's Food Mkt.

Home Supply Mkt.

Pat's Food Mkt, A-G

Brendel's Mkt.

Noret Groc.

Silverglat's Mkt.

Tony Davis Mkt, A-G

Foster's Mkt, Red & White

Free

Green St. Mkt, A-G

Manschreck Mkt, A-G

A-G. A. A. Dorst- E. B. Ridpath

M. D. Rush