

AGREEMENT

AGREEMENT by and between the AMERICAN STORES COMPANY, of Hagerstown, Maryland, and Local No. 1457 of the RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION, A. F. of L. Hagerstown, Maryland, wherein both parties agree in good faith to abide by the provisions herein set forth for a period of one year from date, and thereafter so long as its terms and conditions may continue to be mutually acceptable.

SECTION 1. Both parties to this understanding recognize and subscribe to the principal that the interests of the consuming public are superior to those of either party, and that neither party save as it shall merit the confidence and good will of the consumers by the excellence and dependability of the service jointly furnished in the preparation and distribution of food stuffs.

It is further recognized by both parties that the principal of collective bargaining can be made to function helpfully only if problems of mutual concern shall be considered in a spirit of good faith and tolerant understanding of all of the factors involved.

It is further recognized by both parties that the enactment of new laws and taxes have imposed burdens of unusual gravity upon the Company, which cannot but react to the disadvantage of both parties, to meet which it is of vital importance that there shall be complete confidence and constructive cooperation in the handling of all problems of interlocking interest.

It is in this spirit that this understanding is entered into by both parties.

SECTION 2. UNION RECOGNITION SCOPE OF AGREEMENT. The Employer recognizes the Union as the exclusive bargaining agency for all of its employees employed as grocery clerks or store managers except executives including assistant superintendents who manage Acme markets, in its stores within a (10 miles) radius of the Corporate Limits of Hagerstown, Md. and agrees that all such store employees shall be members of the Union in good standing.

For the purpose of this agreement, a super-market is primarily a food store operated on a cash and carry, self-service basis, doing a total gross business at the rate of \$250,000 per annum.

A super-market manager is designated by the employer as an assistant superintendent. His duties include the supervision and control of all of the departments in the super-market he manages. He also has and shall exercise the unqualified right to hire and discharge any employee employed in said super-market, subject however, to the provisions of this agreement.

Employees shall have the unqualified right to register complaints or grievances and to testify to any proceeding involving the provisions of this agreement without in any way jeopardizing their employment status or being subject to discrimination.

SECTION 3. New employees may be secured from any source the Employer desires, former employees of the Company with satisfactory records being considered first, Such new employees shall apply immediately for membership so that their application can be acted upon at the next regular meeting.

SECTION 4. There shall be no discrimination against any employee because of membership in Local 1457. The Union agrees that neither it nor its members will engage in Union activities on the Employer's time or in the Employer's stores, provided, however, that representatives of the Union shall have free access to the Employer's stores at all times.

SECTION 5. The Company will meet the Grievance Committee, or any authorized officials of the Local, at any reasonable time to discuss grievances of the employees with intention of adjusting same.

The Local agrees to cooperate with the Company to endeavor to correct inefficiencies of members which might otherwise necessitate disciplinary action or dismissal from the service.

SECTION 6. Should it be found impossible to arrive at a mutually satisfactory adjustment of any grievance, it will then be turned over to a Board of Arbitration, consisting of one (1) member to be selected by the Company, one (1) member by the Local, and the men then to select a third who shall act as chairman.

A Board of Arbitration in such cases shall be appointed within two (2) weeks after the grievance is first discussed, and the decision of the Board shall be given within (7) days after its appointment, its decision to be final and binding upon both parties.

During the consideration of any such controversy, neither party shall change the conditions which existed at time controversy arose, nor utilize any coercive or retaliatory measures to compel the other party to accede to its demands.

In like manner, and subject to the same terms and conditions, the Company shall have equal right to have its grievances submitted to a Board of Arbitration.

SECTION 7. In any case of discharge or lay-off in which the employee is found by the Board of Arbitration to have been unjustly removed from his position, he shall be returned to his former position, or its equivalent with full pay for the time lost.

SECTION 8. Any member of the local being elected to permanent office or as a delegate to any Union activity necessitating temporary leave of absence, shall be granted such leave of absence, and shall at the end of the term in the first instance, or at the end of his mission in the second instance, be granted re-employment at his former wage plus any increase, or less any reduction, that may become effective during his absence. He shall retain his seniority status during such absence.

SECTION 9. In matters of promotion, demotion, or transfers from one type of work to another, or from one location to another, the company reserves the right to exercise its own judgment respecting the ability of employees so concerned to perform the duties assigned them, seniority to prevail with ability and practicability to be considered. (Nothing herein shall deny the right of appeal of employees under Sections #5, #6 and #7 of this Agreement.)

SECTION 10. Recognizing the complete dependence of the general public on uninterrupted sources of food supply, and acknowledging the special responsibility of the parties to this agreement to maintain such sources of supply for the common good ---

It is mutually agreed that there shall be no strikes, no lockouts, during the existence of this Agreement. The Union agrees that during such time it will not order, but will use every effort to prevent, cessation of work by any of its members employed by Employer, for any reasons but especially for the following reasons:

(a) Union jurisdictional disputes and sympathetic strikes. Nothing herein contained, however, shall compel any employee to walk through a picket line set up as a part of a duly authorized and legally called strike against the employer.

SECTION 11. It is agreed by both parties to this Agreement that the following are just causes for dismissal: Theft, shortage in accounts, intoxication, repeated late for work, incompetence, or any action which brings the good name of the Employer into ill repute. (Nothing herein shall deny to the Union its rights under Sections #5, #6 and #7 of this Agreement.)

SECTION 12. Forty-eight (48) shall constitute the weekly basis except weeks of Holidays which shall be Forty-two (42) hour weeks. The same shall be performed as follows: Monday, Tuesday, Wednesday, Thursday, and Friday; nine consecutive hours per day, with one hour off for luncheon each day, with one full day off on either of the first four days of the week; when specified holiday occurs it shall not effect the Employees day off. The remaining twelve hours shall be performed on Saturday with one hour off for lunch and one hour off for supper. It is further agreed that all employees be given three (3) evenings off per week by 6 P.M.

(a) The Union agrees that its Members shall be at the stores ready to do business fifteen minutes prior to the time for starting the day's work and that not exceed thirty minutes after closing time Monday to Friday inclusive, and one hour on Saturday or on the eves of herein specified holidays shall be allowed to its members to clean up.

(b) Employees receiving promotions during the existence of this contract shall be compensated accordingly.

(c) New Year's Day, Decoration day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day shall be full holidays. Any of the above holidays falling on Sunday shall be observed according to local custom.

(d) Straight time shall be paid to employees if there is no work to be performed on said holidays, provided the employee works the day before, and the day after, each holiday, Sundays excepted.

(e) Part-time employees who may be assigned to work will be guaranteed a half day's wages.

(f) The Union agrees that its members shall take quarterly inventory without compensation.

(g) There shall be no increase in hours, reductions in pay nor split shifts during the life of this agreement.

SECTION 13. To prevent any misunderstanding, confusion of purpose, or conflict of authority in the conduct of the business of the company, the following statement of fact is jointly accepted to by both parties to this agreement:

In all matters having to do with the Management of the business of the Company, and all policies, authority and responsibility for the conduct of same shall repose exclusively in the Management of the Company, and in no instance shall the Local or its representatives interfere with the exercise of such authority and responsibility. Nothing herein shall deny the Union's right under Section 5 of this Agreement. (Except it is further agreed and understood that the Management of the Company will not inaugurate any new rule, regulation, or policy in the conduct of the business which shall waive or destroy any of the provisions of this contract.)

SECTION 14. A vacation of one consecutive week with pay shall be given each employee with one or more years service; Employees with six months continuous service but not more than a year will be granted three consecutive days vacation.

SECTION 15. Effective April 1, 1942, an increase of three dollars (\$3.00) per week will be granted all regular store employees included in this Agreement. All regular part time store employees working less than a full week will be paid on a pro-rata basis.

The minimum weekly wage shall be Nineteen (\$19.00) Dollars for full time store employees below the grade of manager. Part time store employees shall be paid on a pro rata basis accordingly. The minimum weekly wage for managers shall be twenty-six (\$26.00) dollars plus 1% commission on sales.

The minimum weekly wage for new employees shall be seventeen (\$17.00) dollars per week, for the first six months. All part time employees will be paid on a pra-rata basis.

Overtime wages for work performed in excess of forty-eight (48) hours per week as provided in Section #12 of the Agreement, and subject to the starting and quitting time provisions set forth in the second paragraph of Section 12 shall be calculated at straight time provided it is agreeable to full time employee involved to work. If it is compulsory for a full time employee to work extra time he shall then be paid at rate of time and one-half time his usual hourly rate of pay. All time in excess of 53 hours per week shall be compensated at one and one-half times the usual hourly rate of pay.

SECTION 16. During the vacation period, managers acting as relief managers will receive the same compensation as the regular managers of that store, provided there be no reduction in compensation.

During the vacation period, clerks acting as substitute managers will receive the same compensation as the regular manager of that store, provided there be no reduction in compensation.

SECTION 17. Provision is made herein for classified seniority.

(a) Separate seniority lists to be set up for Grocery managers, Grocery clerks, Cashiers, and regular part-time employees.

(b) In all cases seniority shall be calculated from the last employment date, i.e. continuous service from that date forward.

(c) Where stores are shifted from the territory of one Superintendent to another, the seniority rating of all employees of such stores shall be shifted to that seniority slate of the new Superintendent.

(d) In all cases where an employee's seniority rating is shifted from one territory to another, whether because of a shift of stores or voluntary application of the employees, the seniority of the employee so involved shall be fitted into the new seniority slate on the single basis of length of continuous service.

(e) Respecting the employment, promotion, demotion, or laying off of managers, ability and practicability shall be considered in conjunction with seniority standing.

(f) Respecting the employment, promotion, or laying off of clerk or cashiers, ability and practicability shall be considered in conjunction with seniority standing.

Regular part-time employees will be given preference for permanent jobs, ability and practicability to be considered in conjunction with seniority.

SECTION 18. The Union agrees to furnish to the Employer at least one Union Store card for each of the Employer's stores covered by this Agreement, to be displayed on the premises, such card shall remain the property of and shall be surrendered to the Union upon demand.

The Union further agrees that it will promote the welfare of the Employer's business to the best of its ability among the various American Federation of Labor Unions in this locality and the public at large so long as no grievance exists.

SECTION 19. Whenever any employee affected by this Agreement enters the military or armed forces of the United States, either voluntarily or involuntarily, for duration of World War #2, the Company shall grant such employee leave of absence for that period of time. Within forty (40) days following honorable discharge from Service with the Government, and upon application and being physically fit, such employee shall be reinstated in his former position and in the order of his seniority at the time of his entering the Service. All persons hired to replace such employees shall be deemed to be employed on a temporary basis and shall be subject to discharge without cause, upon return of employee from Government Service as above described.

SECTION 20. This Agreement shall continue in effect from April 1st, 1942, and shall expire June 30th, 1943, and shall continue from year to year unless either party serves notice, in writing, on or before June 1st of any year thereafter, of a desire of either for termination of, or for changes in, the Agreement. In the event either party serves notice in respect of changes in the Agreement, it is mutually agreed that the Employer and the Union shall immediately begin negotiation on the proposed changes and that pending the results of negotiations, neither party shall change the conditions existing under the contract.

FOR THE COMPANY:

FOR THE UNION:

✓ R14-43-2
U.S. 7-27-42
Exp. 4-21-44
U.S. 6-28-44
Deterioration

Retail Clerks 1457
Hagerstown, Md.
6-30-43 (AFL)

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

May 14, 1942.

Mr. Cletus E. Bowlus, Sec'y. Local # 1457
Retail Clerks' Int'l. Protective Association,
554 Salem Avenue,
Hagerstown, Maryland.

CONFIDENTIAL

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, as well as any supplemental wage rates that have been negotiated. Your cooperation in sending us copies of them, together with the information requested below will be greatly appreciated.

If you have only one copy available and so designate, we shall be glad to make a duplicate and promptly return the original. If you so indicate, we will keep the identity of the agreement confidential, using the material 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,

A. F. Hinrichs

A. F. Hinrichs

Acting Commissioner of Labor Statistics

RECEIVED
JUL 27 1942
BUREAU OF
LABOR STATIST
No. 4

Enc.

Name of company or employers' association signing the agreement

American Stores Co.

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

Number of companies covered by agreement American Stores Co.

Number of union members working under terms of agreement 35

Number of nonmembers working under terms of agreement None

Branch of trade covered grocery clerks + store managers

Date signed April 11, 1942 Date of Expiration June 30, 1943

Do you wish the agreement returned? Yes ___ No X Kept confidential? Yes X No ___

Cletus E. Bowlus, Sec'y.
(Name of person furnishing information)

554 Salem Ave., Hagerstown, Md.
(Address)