

MEMORANDUM OF AGREEMENT

Memorandum of Agreement by The American Stores Company, of Philadelphia, and Local No. 1357 of the Retail Clerks International Protective Association, of Philadelphia, wherein both parties agree in good faith to abide by the provisions herein set forth for a period of twelve (12) months 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 principle that the interests of the consuming public are superior to those of either party, and that neither party can prosper save as it shall merit the confidence and good-will of consumers of the excellence and dependability of the service jointly furnished in the preparation and distribution of foodstuffs.

It is further recognized by both parties that the principle 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.

SEC. 2. The Employer recognizes the Union as the sole bargaining representative of all store employees in stores in Pennsylvania, Delaware, and New Jersey which are serviced by Philadelphia Warehouses No. 1 and No. 2, and agrees that all such store employees shall be members in good standing of the said union.

SEC. 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 become members of the Union not later than four (4) weeks from the date of their employment.

SEC. 4. There shall be no discrimination against any employee because of membership in Local No. 1357, it being agreed that Union duties and activities will not be carried on during hours of store employment. This shall not prevent Union officials entering the stores to satisfy themselves that this Agreement is being observed.

SEC. 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.

SEC. 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 member to be selected by the Company, one member by the Local, the two 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 seven (7) days after its appointment, its decision to be final and binding upon both parties.

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.

SEC. 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.

SEC. 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 guaranteed re-employment at his former wage rate plus any increase that may have become effective during his absence. Should future Agreements between the parties mutually provide for a reduction in wages, prior to his return, his compensation will be subject to such reduction.

SEC. 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.

SEC. 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 by the parties to this Agreement that there shall be no strike, lockout, or stoppage of work during the life of this Agreement, and that any differences or misunderstandings which may arise between the contracting parties shall be amicably adjusted by and between the parties themselves, and if the parties themselves cannot amicably adjust the differences, then the matter shall be referred to a Board of Arbitration, as provided in Section 6 hereof.

SEC. 11. It is agreed by both parties to this Agreement that the following are just causes for dismissal: theft, shortage in accounts, sabotage, creating hazards of safety or health, smoking on the premises, reporting for work intoxicated, repeatedly late for work, gambling, sale or use of intoxicants or narcotics on the premises or contiguous thereto, incompetence, insubordination, continued absence without leave, or any action which brings the good name of the Company into ill repute. Nothing herein shall deny to the Union its rights under Section 5 of this Agreement.

SEC. 12. (a) All work performed on Sundays and the following legal holidays shall be compensated at the rate of double time, i.e., straight time plus straight time: New Year's, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, except as follows:

(b) Store employees shall cooperate with the Company in the taking of stock six times each year without extra wage compensation. For time consumed in the annual stock-taking on New Year's Day, and the semiannual stock-taking at the end of June, employees shall be given equivalent time off without loss of pay. Time off to be scheduled so as to interfere as little as possible with the conduct of business. Employees will be allowed 50c meal money for the annual and semi-annual stock-takings. The four additional stock-takings will be performed without extra compensation or time off.

(c) In areas where major competitors force the Company to keep its stores open for a half day on Fourth of July, and on Labor Day, no extra wages shall be paid for time so worked, but the store employees so involved shall be given equivalent time off without loss of pay. Major competitors includes large stores, either chain or individually owned, or such combination of stores as forces the Company to meet competition on these days.

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

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

SEC. 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 and agreed 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 rights under Section 5 of this Agreement.

SEC. 14. A vacation of one week with pay will be granted to all full time employees with one year's continuous service next preceding the regular annual vacation. 7

SEC. 15. Working hours to continue as at present; all regular work to be performed within store hours; all work in excess of store hours to be on overtime basis, at the rate of time and one-half, except such provisions as are contained in Section No. 12, and except time required to wait on customers in the stores at closing time, and to put away all perishable merchandise, and except time required by managers to make out necessary reports and orders. If major competitors extend or adjust store hours, working hours will be adjusted accordingly according to communities. ✓

Respecting clerks and cashiers, in areas where business conditions require a re-adjustment of daily work hours it is agreed that the hours of clerks and cashiers may be arranged on the basis of 8 hours' work in 10 consecutive hours.

SEC. 16. Effective September 27th, 1937, an increase of One Dollar (\$1.00) 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 accordingly.

It is further agreed that there will be no reduction in wages or wage scales during the life of this Agreement, except for permanent demotions or permanent transfers to lower paid work.

SEC. 17. During the vacation period, managers acting as relief managers will receive the same compensation as the regular manager of the 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.

SEC. 18. (a) Provision is made herein for classified seniority on the basis of each General Superintendent's territory as an individual unit, with the further proviso that individual seniority lists may be set up for cities or towns, or groups of small towns, within each such territory, as mutually agreed.

(b) Separate seniority lists to be set up for Grocery Managers, Grocery Clerks, Cashiers, Meat Managers, Meat Clerks, and regular part-time employees.

(c) In all cases seniority shall be calculated from the last employment date, i.e., continuous service from that date forward. Provided that employees of satisfactory record, who may be laid off and subsequently reemployed by the Company within six months from the lay-off date, shall retain their former seniority standing regardless of the General Superintendent's territory to which they may be assigned.

(d) Because of the absence of any employment records prior to January 1st, 1926, all seniority ratings shall be calculated from January 1st, 1926, forward, it being agreed that the burden of proof shall rest on any employee who may be able to establish his date of employment prior to January 1st, 1926.

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

(f) 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 employee, the seniority of the employee so involved shall be fitted into the new seniority slate on the single basis of length of continuous service.

(g) Employment records of regular part-time employees being available only to January 1st, 1935, all seniority ratings in this group shall be calculated on the basis laid down in paragraph "d" of this Section, with January 1st, 1935, as the starting date.

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

Respecting the employment, promotion, demotion or laying off of clerks 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.

(i) Employees in the Philadelphia area who may be laid off, and who desire re-employment with the Company, shall register their address and nearest telephone number with the Employment Department at 19th and Hamilton Sts., Philadelphia. In other areas employees shall register with their General Superintendent, supplementing this with a letter to the Employment Department at 19th and Hamilton Sts., Philadelphia.

(j) School boys working after school hours shall not be eligible to seniority rating.

SEC. 19. 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.

It is mutually agreed that this Agreement shall be in full force and effect for a period ending September 27th, 1938, and shall be legal and binding upon the parties hereto.

Signed this 27th day of September, 1937, by the duly authorized representatives of the parties hereto:

SIGNED:

FOR THE EMPLOYER:

AMERICAN STORES CO.
WILLIAM PARK, President
E. J. FLANIGAN, Secretary

WITNESSETH:

D. J. MARQUIS, International Representative

ROSE FORRESTER, U. S. Committee of Conciliation

FOR THE UNION:

JAMES GILLEN, President
AUGUST J. MISKELL, Vice President
JACK JOHNSTON, Secretary
JAMES CROMIE, Recording Secretary
WM. EARL SCOTT, Treasurer
ED. WM. O'NEILL, Executive Board

JOHN J. LYNCH, Executive Board
GEORGE FRANKLIN SHINER, B. A.
GEO. SCHIEIBER, B. A.



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

Sec. of the Retail Clerks
Int. Protective Ass'n.
c/o Central Labor Union
814 Commonwealth Bldg.
Phila., Pa.

Jan. 21, 1938

Dear Sir:

Information has come to us that you have concluded an agreement with the American Stores Co.

As the Bureau of Labor Statistics endeavors to keep a record of all union agreements and all renewals of existing contracts, I am writing to ask if you will kindly furnish a copy of the agreement. 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 shall keep the identity of the agreement confidential, using the material only for general analysis which will not reveal the name of the union.

We shall appreciate your cooperating with us by answering the questions listed below and by giving any other information which you think might be useful to us. The enclosed envelope for reply requires no postage.

If at any time we can be of service to you, please write us.

Very truly yours,

Isador Lubin
Isador Lubin
Commissioner of Labor Statistics

Name of company or employers' association signing the agreement

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

Number of companies covered by agreement 1

Number of union members working under terms of agreement App 4,000

Branch of trade covered Food Clerks

Date signed Sept 24 - 1937 Date of expiration Sept 24 1938

Jack Johnston, Secy. (Name of person furnishing information) 113 Spring Garden St (Address) Phila.