

This Agreement

By and between _____, hereinafter called the "Company", of the first part, and the United Store Workers, Local Union No. _____, Chartered by the United Retail Employees of America (Affiliated with C. I. O.), hereinafter called the "Union", of the second part, WITNESSETH:

Clause 1. For and in consideration of the recognition by the Company of the Union as the exclusive bargaining agent for all employees, except Managers, the Union agrees to exert its power as an affiliated member of organized labor, to promote the welfare, increase the sales of, and promote the efficient operations of the Company.

Clause 2. A period of thirty (30) days employment for any new person employed by the Company will be allowed for the purpose of observing the competency of such person, after, which if retained, such person shall become a member of the Union, and remain in good standing. The reason for the dismissal of any employee shall be given to the representatives of the Union upon demand.

Clause 3. Should any matter of dispute arise between the Company and its employees, or any of them, the same shall first be brought to the attention of the Store Manager for adjustment, and if not settled within five days from the time when so referred, then such matter shall, at the option of either party hereto be referred to a board of arbitrators consisting of four persons, two of whom shall be chosen by the Company and two of whom shall be chosen by the Union. The decision of such board of arbitrators shall be final and conclusive upon the parties hereto, but in the event of their failure to agree by a majority vote within five days of the reference of said matter to such arbitrators, then and in such case the matter shall be referred to a permanent umpire to be selected jointly by the Company and the Union, whose decision shall be final. The decision of any three of the board of arbitrators thus set up shall be final and binding upon both parties hereto.

Clause 4. It is agreed that the following days of each year in which this agreement shall be in effect shall be, if desired by the Union or the employees, regarded as holidays on which the employees shall not be required to report at the store or stores, viz: New Years Day, April 1st, Memorial Day, July 4th, Labor Day, Armistice Day, Thanksgiving Day and Christmas, or any days which may be celebrated in lieu of the foregoing.

Clause 5. It is further agreed that all employees who have served more than one year shall receive one weeks vacation, with pay. Over two years, ten days with pay. It is further understood that the periods of vacation for several employees shall be arranged by the Store Manager.

Clause 6. It is agreed between the parties hereto that it is the intent of this agreement that both parties shall undertake to promote an intelligent understanding between all persons concerned and to be benefitted under this agreement. The Company shall display in each store room a Union card to be furnished by the Local Union.

Clause 7. It is further agreed that forty-four hours shall constitute a normal week's work, and that eight hours shall constitute a normal day's work. It is further agreed that the store shall close at noon, one day each week, the year around, except one week before Xmas and Easter. It is further agreed that all over-time work shall be paid for at the rate of time and one-half the regular rate of wages per hour. This clause shall be subject to the regulation of the State Department of Labor.

It is further agreed that the closing hours shall be: Week days, not later than _____ o'clock, and day before Holidays and Saturdays, not later than _____ o'clock.

Clause 8. It is further distinctly declared as being understood and agreed by both parties hereto that this agreement shall be kept inviolate in all of its terms by both parties, and that all differences thereunder shall be arbitrated as hereinabove provided, and that walk-outs, lock-outs, and other stoppages of or interference with work caused by either the Company or the Union, or the employees are hereby prohibited.

Clause 9. The following are adopted as the basic rates of salary or wages for the employees of the Company under this agreement:

Male Help: Basic or minimum—One to three months, \$10.00 per week; three months to six months, \$12.00 per week; six months to nine months, \$14.00 per week; nine months to twelve months, \$16.50 per week. \$1.00 per week increase to any receiving above the established minimum, or more

Part-time Male Help: 30 cents per hour. Errand boys: 20 cents per hour.

Female Help: Basic or minimum—One to six months, \$8.00 per week; six months to one year, \$11.50 per week; after one year, \$12.50 per week. \$1.00 per week increase to any receiving the established minimum, or more.

Part-time Female Help: 25 cents per hour.

Truck Drivers: _____

Truck Drivers' Helpers: _____

It is further agreed that where discounts, Christmas Bonus, and insurance and sick benefits are in effect, they shall remain.

It is further agreed that any employee working less than fifteen (15) hours per week be classed as a part-time clerk.

Clause 10. This agreement shall remain in force for a period of one year from the date hereof, and from year to year thereafter unless notice is given by one party hereto to the other at least thirty days prior to the expiration of any yearly period of the intention to terminate this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and sealed this _____ day of _____ A. D., 193_____

By _____
C. I. O. Representative.

By _____
President.

Attest: _____
Secretary. _____
Secretary.



x 117

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

*Ret. Employees #179
Homer City, Pa.
7-1-40*

UNION AGREEMENTS

December 26, 1939

Mr. Elmer A. Barger, Int'l V.P.
United Retail & Wholesale Employees #179
P.O. Box 756
Spangler, Pa.

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 Lubin
Commissioner of Labor Statistics.

Enc.

Name of company or employers' association signing the agreement Homer City merchants all stores

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

Number of companies covered by agreement Homer City Dairy, Bakery, Waxlers
Eleven

Number of union members working under terms of agreement Fourty Eight

Number of nonmembers working under terms of agreement None

Branch of trade covered Retail Stores, Bakery, Dairy, Dept store

Date signed Avarage Julyv I st 1938 Date of expiration July I st 1940

Please check here if you wish the agreement returned Yes

Elmer A. Barger

Box 756 Spangler Pa.

(Name of person furnishing information)

(Address)