

## THIS AGREEMENT

By and between..... herein-  
after called the "Company," of the first part, and United Retail and Wholesale Employees of America, Local  
Union No..... (affiliated with C. I. O.), hereinafter called the "Union," of the second part, WIT-  
NESSETH;

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 and assistant managers of the stores, 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. 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 any of the foregoing.

It is further agreed than all employees who have served from one to five years shall be entitled to have and shall receive a vacation period of one full week each year thereafter with full pay. Employees having served five years or more shall be entitled to and receive a vacation period of ten working days each year with full pay. It is further understood that the periods of vacation for the several employees shall be arranged by the Store Manager.

Clause 5. 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. It is further agreed that dishonesty on the part of any employee shall be the cause of instant dismissal.

Clause 6. 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 stores shall close at noon one day each week. It is also agreed by the Union that forty-eight (48) hours shall constitute the maximum number of hours that any employee may work during the period of a year to take care of peak seasons, and the working of such additional hours by any employee shall not change his basic rate nor entitle him to additional compensation. The foregoing half holidays, at the discretion of the Company, may be considered peak periods.

Clause 7. The Company reserves the right as follows: The management of the stores in all respects, the direction of the employees, the right to hire and discharge, are vested exclusively in the manager of the store, and the Union shall not attempt to abridge these rights. It is hereby declared that it is not the intention of this provision to encourage the discharge of employees or the refusal of employment to applicants because of personal prejudice or their activity in matters affecting the Union.

Clause 8. All store employees shall be paid semi-monthly and the pay days shall not be later than the fifth and twentieth day of each month, respectively. The Union further agrees that it will tender a contract not less favorable to the Union than the one herein contained to competitors of the Company, and shall use all reasonable efforts to have the same executed. The intent of this clause is to provide that all competitors of the Company executing this agreement shall be placed upon an equal basis with the Company as to Union recognition and as to basic wages to be paid to store employees.

Clause 9. The Company agrees to collect from its employees who are covered by this agreement, from their wages or salaries, the Union initiation fee of Three (\$3.00) Dollars, and the current dues of One (\$1.00) Dollar per month, the Union agreeing hereby to furnish the Company with assignment cards from the employees authorizing such deduction. All initiation fees and dues so collected by the Company shall be remitted to the Union at the place designated by the Union for such purpose.

Clause 10. In event of the necessity for reduction in number of employees at the store, the Manager shall confer with the store committee as to whether employees shall have equal or partial distribution of work or lay-off. Those laid off will be within a reasonable period first offered work opportunity in his or her previous occupation when it becomes necessary to increase personnel.

Clause 11. 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 hereinbefore 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 12. All wages and classifications in the contract expiring June 30 1938 shall continue in full force during the period covered by this agreement.

Clause 13. This agreement shall remain in force until the 30th day of June, <sup>1940</sup>~~1938~~, 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 30 day of August A. D., <sup>1938</sup>~~1938~~.

..... COMPANY  
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UNITED RETAIL AND WHOLESALE EMPLOYEES OF AMERICA.  
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Retail and Wholesale  
Central and Western, Pa.  
7-1-40

*Suppl.*

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

January 5, 1940

Mr. Elmer Barger, Int'l V. Pres.  
United Retail & Wholesale Employees  
Spangler, Pa.

Dear Mr. Barger:

We have in our files a copy of your agreements with employers which have recently expired in Central and Western Pennsylvania.

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*

Isador Lubin  
Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement

Industrial Stores Asso. Central Penna.

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

Number of companies covered by agreement On Reverse Side

Number of union members working under terms of agreement 600

Number of non-members working under terms of agreement none

Branches of trade covered Retail Stores

Date of expiration June 30, 1940

Please check here if you wish the agreement --

Returned no Kept confidential no

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)



Mahoning Supply Co. Indiana Pa.  
 Clearfield Supply Co. Indiana Pa.  
 Central Trading Corp. St. Benedict Pa.  
 Colver Store Co. Colver Pa.  
 Revloc Supply Co. Revloc Pa.  
 Heisley Store Co. Nanty Glo Pa.  
 Cambria Merchantile Co. Cresson Pa.  
 Hughes Store Co. Lilly Pa.  
 Hannastown Supply Co. Greensburg Pa.  
 Vinton Supply Co. Vintondale Pa.  
 Stinemam Bros. Supply Co. South Fork Pa.

Stores

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