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**CONFIDENTIAL**

Retail Clerks #164  
Chicago, Ill.  
9-5-41

RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION

R 14-41-6

Local 164

CHICAGO, ILLINOIS

THIS AGREEMENT, made in the City of Chicago, State of Illinois, on the 5th day of September, A. D. 1939, between RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION, LOCAL 164, affiliated with the American Federation of Labor and the Chicago Federation of Labor, sometimes hereinafter referred to as the "Union", and the CONTINENTAL PRODUCTS, INC., sometimes hereinafter referred to as the "Employer", wherein it is mutually agreed as follows:

ARTICLE 1. So far as it is not inconsistent with the provisions of the National Labor Relations Act, the employer agrees to recognize the Union and to bargain collectively with the Union as the sole representative of employees of CONTINENTAL PRODUCTS, INC., in the following classifications:

Stock clerks  
Receiving Clerks  
Shipping Clerks  
Order Pickers  
Packers  
Inside Salesmen

Under no circumstances shall the above classifications be applied to any office employees, employees acting in a managerial capacity, or temporary employees.

ARTICLE 2. Forty four (44) work hours shall constitute a basic work week. Overtime shall be compensated for at time and one-half. No split shifts shall be permitted, provided that one (1) hour shall be allowed for lunch and one-half ( $\frac{1}{2}$ ) hour for supper, said one (1) hour and or one-half ( $\frac{1}{2}$ ) hour not to be considered as part of the work hours.

ARTICLE 2a. There shall be no work on Sundays, New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, except during inventory periods in January and July.

ARTICLE 3. The minimum wage for all employees subject to this agreement shall be as follows:

First six months of service	\$16.50	per week
Next six months	17.50	" "
Next six months	18.50	" "
Thereafter	20.00	" "

All employees subject to this agreement who have at this date been in the employment of CONTINENTAL PRODUCTS, INC., for more than two (2) years shall, effective as of this date, receive an increase in wages of One Dollar (\$1.00) per week.

ARTICLE 4. VACATIONS: Any employee employed for one (1) year shall be entitled to one (1) week's vacation with pay. After three (3) years' employment, employees shall receive two (2) week's vacation with pay.

ARTICLE 5. The Employer reserves full right to hire or discharge employees at any time or all time as in its judgment may be necessary.

ARTICLE 6. Employees shall obey all orders of those in authority and conduct themselves in a gentlemanly manner and work for the best interests of their employer.

ARTICLE 7. During the life of this Agreement, there shall be no further demands made upon either party.

ARTICLE 8. Should any difference arise which cannot be settled by the parties hereto, such difference shall be submitted to arbitration. Each side shall choose two arbitrators, and the four shall select a fifth. Such Board of Arbitration shall meet within forty-eight hours or six working days, and a decision of the majority of the five shall be accepted by both parties. During such arbitration work shall proceed as usual.

ARTICLE 9. This agreement shall be effective for two (2) years from the date hereof. Any alterations that may be desired by either party to this agreement at the time of its expiration must be made known not later than

thirty (30) days prior to its expiration, otherwise the agreement is automatically extended for a like period.

IN WITNESS WHEREOF, the parties hereto have hereunto extended and set their hands and seals the day and year first written above.

RETAIL CLERKS INTERNATIONAL  
PROTECTIVE ASSOCIATION  
LOCAL 164

CONTINENTAL PRODUCTS, INC.

By \_\_\_\_\_  
President

By (Garrison Grauweig) \_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

Attest: (I. Grauweig) \_\_\_\_\_  
Secretary

(Max Caldwell)  
\_\_\_\_\_  
Business Manager