

THIS AGREEMENT Made this 19 day of August by and between Stap Growers hereinafter referred to as the EMPLOYER, and Local 231 (Githam) representing and acting for and on behalf of the members of the mCommittee for Industrial Organization, Local 231 and its successors, hereinafter referred to as the Union.

WITNESSETH, In consideration of the settlement of the pending labor dispute between the parties, of the mutual covenants and agreements herein contained, and other good and valuable considerations, the parties agree as follows:

1. The term Employees as used in this agreement shall be deemed to include all Employees of the above named Employer whose duties are defined in the classification herein.

2. The Union represents that it has as bonafide members a majority of the Employees now in the employ of the above mentioned Employer. By reason thereof the Employer recognizes the Union as a sole collective bargaining agent for all of the Employees.

3. During the life of the agreement, the following provisions shall govern with respect to hours, wages, classification of Employees and other working conditions herein provided for:

Butchers - full time.....	\$35.00 per week
" - part time.....	.74 per hour
Manager of Meat Department.....	38.00 per week
Female Employees.....	
First six months.....	18.50 per week
Second six months.....	19.50 per week
Experienced clerk.....	23.00 per week
Five years or more.....	24.50 per week

All other part time employees to be paid at the regular wage rate for their classification, only by the hour.

HOURS: The hours for drivers, butchers and men clerks, shall be forty-eight (48) hours per week. The hours for women clerks shall be forty-eight (48) hours per week.

All overtime shall be paid at the rate of time and one-third. All work done on Sundays and Holidays shall be paid for at the rate of one and one-half times the hourly rate specified for that classification. All overtime work must be authorized in advance by proper foremen or superintendent.

SENIORITY: In the event of reduction of force or temporary lay-offs, ability, skill and efficiency being substantially equal, seniority shall prevail, and additions to force will be made in the same order and under the same conditions.

METHODS OF EMPLOYMENT: The Employer agrees to have in his employ in the classifications set forth above, only members or those eligible to become members of the C. I. O. or its successors.

VACATIONS: Employees with one year of service or more with the Employer shall receive one week's vacation with pay.

APPLICATION OF AGREEMENT: The foregoing provisions shall apply to all employees of the Employer in Duluth, Minnesota, employed in the classifications as listed.

COMPENSATION: All Employees disabled during the course of employment shall be paid at the regular wage rates until such time as the Workmen's Compensation Allowance takes effect. Employees who are injured but whose disability does not prevent them from doing work for the Employer in a reasonable manner shall be protected in their seniority rights. Employees relieved from duty because of sickness for a period not longer than one year shall be protected on seniority rights. If any controversy shall arise, it shall be settled in the method hereinafter set forth in paragraph with reference to Disputes.

All Employees shall be paid weekly on Saturday, and no wages shall be held back by the Employer.

If work becomes slack and reduction in work is necessary, men shall be laid off in accordance with paragraph above set forth, entitled "Seniority" so that work shall not be apportioned.

Proper equipment will be furnished by the Employer for the Employees' safety.

If an Employee is called dor duty, he shall be paid for a minimum of four hours.

DISPUTES: In case of controversy as to the facts over the discharge of any Employee, the Union shall represent such Employee. Should the matter not be amicably adjusted after first having been submitted to the aggrieved Employee's immediate superiors, it shall be referred to a third and disinterested party to be selected by the Union and the Employer. If, within five days after failure of amicable settlement as above mentioned, the Union and the Employer fail to agree upon the selection of a third party, the matter shall be referred to the Minnesota Industrial Commission for disposal, their action or decision to be final and binding on both parties. If the Employee's discharge is found to be wrongful, he shall be reinstated and paid for the time lost.

In case of a dispute or controversy between the Union and the Employer over compliance with any of the provisions of this agreement, each shall have five days in which to select a third and disinterested party as arbitrator, and his dication shall be final and binding on both parties. If they fail to select such a third party within five days, the matter shall be referred to the Minnesota Industrial Commission and its decision shall be binding on both parties.

LEAVE OF ABSENCE: It is agreed that Employees not more than five in number, of the classifications herein specified, who are elected or delegated by the Union to its various offices, shall

be granted leave of absence without pay, upon written request served upon the Employer not less than five days prior to the commencement of the leave of absence, provided that the Employer shall not be requested to grant leave of absence for periods in excess of the following:

(a) An Employee elected to an office in the Union which requires his full time for more than ninety days shall, upon written request as above provided, be granted leave of absence without pay for not exceeding one year, this provision being limited to one Employee of the undersigned Employer.

(b) An Employee elected to an office other than the above mentioned or assigned to duty on a collective bargaining committee and leave of absence shall be for not more than ninety days in one year, and Employee shall not lose his seniority position by such leave. Time taken in leave shall be treated as time worked, so far as seniority is concerned.

An Employee on such leave of absence shall not be entitled to any pay from the Employer during the continuance thereof, but at the termination thereof shall, at his request and upon promptly reporting for duty, be reinstated in his former classification. If such Employee shall not promptly accept the job offered him, he shall have no further rights under this provision.

This agreement shall be in full force and effect from Aug. 19 1941 to and including Aug 19 1942.

WITNESSESS:

Arthur Malone  
Glen Lyden

Star Groney.  
By Carroll Leebeck

COMMITTEE FOR INDUSTRIAL ORGANIZATION  
Local 231  
By Robert M Johnson  
Pres.

✓ R 15-42-31

Retail + Wholesale #231

SECOND REQUEST (C10) Duluth, Minnesota

8-19-42

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

June 20, 1941

AW5

Miss Anne Holman, Sec.  
United Retail & Wholesale Emp. #231  
113 N. 57th Ave. W.  
Duluth, Minn.

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

Enc.

Name of company or employers' association signing the agreement

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

Number of companies covered by agreement one

Number of union members working under terms of agreement 12

Number of nonmembers working under terms of agreement none

Branch of trade covered grocery clerks

Date signed Aug 19, 1941 Date of Expiration Aug 19, 1942

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

Anne Holman  
(Name of person furnishing information)

113 - N 57 Ave W.  
(Address)