

Co. Reg. 1-27-44

RIS-43-34

Retail & Wholesale ale 64 (1130)  
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CONFIDENTIAL

AGREEMENT made and entered this 26<sup>th</sup> day of December, 1943 by and between Spicer Club hereinafter referred to as the "Employer", and LOCAL #64 affiliated with the TOLEDO JOINT BOARD of the U.R.W.D.S.E.A., C.I.O. hereinafter referred to as the "UNION".

WITNESSETH:

WHEREAS the parties desire to enter into an agreement relating to conditions of employment which will provide methods for continuous, harmonious relations between the employer and the employees, and to that end accomplish fair and peaceful adjustments of all disputes which may arise, without interruptions of operations of the employers business, and

WHEREAS the Union represents the employees covered by this agreement and is authorized to act in their behalf,

NOW THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements herein contained, the parties agree as follows:

FIRST: RECOGNITION

The employer recognizes the Union as a sole collective bargaining agent for all of the employees in all of the establishments in the City of Toledo with respect to wages, hours and other conditions of employment.

SECOND: COVERAGE AND UNION MEMBERSHIP

A. The terms of this agreement shall apply to all employees, *excepting Mrs Strain and daughter and Mrs Grommon*

B. The employer agrees to employ and retain in its employ only employees who are members of the Union in good standing.

C. The Union shall admit to membership all present employees who are not now members of the Union and who are required to become members, on the same terms and conditions governing the admission of employees who are now members. The Union shall admit future employees of the employer to membership on terms and conditions prevailing at the time application for such admission is made.

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D. A steward shall be elected by employees under supervision of the Union, for each department and shall at a designated time each week take up with the employer all grievances, arising out of this agreement. A Union representative may be present at such meetings.

E. The employer agrees to permit a duly authorized representative of the Union to visit any of its establishments covered by this agreement, *except between the hours of 10AM and 1 p.m.*

F. The employer shall check off all dues and all assessments of all regular, part-time employees, to the extent that the employees may authorize such check-off, and shall remit same to the Union no later than the fifteenth (15) day of each month.

G. The employer shall permit the Union to post Union notices and announcements on the bulletin board, to be provided by the employer and placed in a convenient position.

H. There shall be no discrimination against any employee because of Union membership or activity.

THIRD: HIRING

A. Where new employees are needed, the employer will give the Union first preference before applying to the open market.

B. No employee shall be allowed to work for the employer unless such person first obtains the working card from the Union. Any employee who reports to work shall be required to present a Union working card or Union book to the Union steward upon demand. In case a new employee fails to produce a working card the steward shall notify the employer and the employer shall remove such person from the pay roll. The mechanics of issuing working cards which will inconvenience employees required to secure such cards shall be worked out by the Union and employer. The Union agrees to supply temporary working cards to all employees applying for same and agrees further that the cost of such working cards shall be not more than one dollar (\$1.00) per month.

C. In order for the employer to determine the ability of new employees, such employees shall be deemed on trial for a period of two weeks after the date they are first hired, *during*

which time the employer may discharge them with or without just cause.

FOURTH: WAGES AND COMMISSIONS

- A. The minimum wage to be paid to employees shall be:
  - FIRST COOKS.....\$45.00 per week.
  - SECOND OR ASSISTANT COOKS.....40.00 per week.
  - ~~BUSHER, FOOD CHECKERS AND SUPERVISORS~~...35.00 per week.
  - ~~WAGON BOYS~~.....\$30.00 and 2% commission per week.
  - ~~CHECKERS AND STOCK CLERKS~~.....\$20.00 per week.
  - ~~WAITRESSES~~.....*The starting wage of male - 60¢* ~~per week~~
  - ~~DISH WASHERS~~.....*The starting wage of female 5¢* ~~per week~~
  - ~~PARTYERS~~.....30.00 per week.

FIFTH: HOURS

*GENERAL MALE Employees .. 80¢ PER HOUR*  
*GENERAL FEMALE Employees .. 75¢ PER HOUR*

- A. The regular work week for all employees, shall be forty (40) hours, ~~divided into five (5) days~~.
- B. Employees shall not be required to work more than eight hours in any one day. All time worked above eight hours per day, shall be paid for at the rate of time and one-half for additional hours. Worked performed on Sundays and holidays shall be paid for at the rate of double time.
- C. Members of the Union are not required to perform work on the following holidays: New Year's Day, Decoration Day, Independence Day, Labor Day, Armistice Day, Thanksgiving Day and Christmas Day and shall get paid for same.
- D. Any employee required to work on the above mentioned holidays shall be paid at the rate of double time.
- E. All <sup>female</sup> employees shall receive a twenty minute rest period each day.
- F. All employees shall be entitled to one hour for lunch each day.

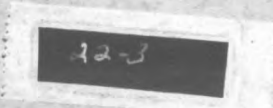
SIXTH: VACATIONS AND SICK LEAVE

- A. All employees shall be entitled to receive three (3) days vacation with pay, in advance, after twenty-six (26) full working weeks of employment, one weeks vacation with pay, in advance, after fifty-one (51) full working weeks of employment, two (2) consecutive weeks vacation with pay, in advance, after one hundred and two (102) full working weeks of employment. For the purpose of vacations, the year shall commence May 1st and terminate September 31st.

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B. Employees shall be entitled seven days annual sick leave *with pay.*

SEVENTH: SENIORITY

A. Any employee who shall be improperly laid off out of seniority, shall upon reinstatement, receive back pay for all time lost.

B. Length of service with the employer shall determine seniority.

C. It shall be the policy of the employer to give preference to present employees in filling higher paid positions.

EIGHTH: GENERAL

A. It shall be the policy of the employer to compensate all employees who may damage their clothing while performing their duties, except in such cases where such damage was caused by the negligence of the employees involved.

B. Female employees shall not be required to perform any stock work which is likely to overtax a womans strength.

C. There shall be proper lighting, heating and ventilation, adequate rest rooms and *drawer for valuables* ~~individual lockers~~ for all employees.

D. If any employee loses time as a result of an accident while in the line of duty, and such accident was not due to his own negligence, the employer shall pay the employee for the time lost for the period not covered by workmans compensation insurance.

E. Employer agrees to furnish and launder all uniforms to its *female* employees free.

F. Whenever any employee enlists or is called into the military service of the United States or in any emergency akin to war, such employee, upon receiving an honorable discharge from such service shall be reinstated as an employee, without loss of seniority, at *the prevailing* ~~his former~~ salary, plus any benefits accrued during his absence, provided:

1. That such employee makes application for reinstatement within ninety (90) days from the date of his honorable discharge from the service.

2. That such employee has not been rendered incapable of resuming his former position.

3. That such former position is then in existence. If the employee applies with the conditions provided herein and such former position is no longer in operation, such employee shall be reinstated to a similar position if the same is in operation.

When such employee enters upon military service, he shall receive a total of <sup>one</sup>~~two~~ weeks pay which shall include payment for any vacation to which he may be entitled, provided he has been employed not less than six months. Those who have been employed more than one year, shall receive a total of <sup>two</sup>~~four~~ weeks pay which shall include payment for any vacation to which they may be entitled.

TENTH: DISCHARGE

The employer agrees not to discharge any member of the Union without first receiving written consent from the Union.

ELEVENTH:

Any and all grievances and disputes that may arise between the employer and the Union because of anything herein set forth or any other grievances or disputes that have not been specifically provided for, shall be presented by the party asserting the grievance to the other party. If agreement is not reached, the matter shall then be decided by a board of arbitrators mutually agreed upon by both parties. The decision of an arbitration board shall be final and binding on both parties. As long as the decisions of the arbitrators are complied with by the employer the Union shall not cause any strike, boycott, or interruption of work, and, as long as the decisions of the arbitrators are complied with by the Union the employer shall not cause any lockouts. The employer agrees to leave everything status quo, pending the decision of the arbitrators. All disputes and grievances arising out of this agreement shall be submitted in writing within forty-eight (48) hours.

THIRTEENTH: EXPIRATION

This agreement shall expire on December 26<sup>th</sup>, 1943.

FOURTEENTH:

This agreement shall be binding upon the parties hereto and those they represent.

IN WITNESS WHEREOF the parties have herunto set their hands and seals the day and year first above mentioned.

FOR THE EMPLOYER:

BY Bruce E. Strain

Spicer, Chub.

4100 Bennett Rd.

LOCAL #64, affiliated with the TOLEDO JOINT BOARD of the U.R.W.D.S.E.A., C.I.O.

BY Joe Curwin Representative

Kenneth R. Kissinger

Harold L. Miller

Lucille Hunsicker

Florence Fogley

MacArthur's