

GROCERY CLERKS LOCAL NO. 1116
R.C.I.P.A.
DULUTH, MINNESOTA AND VICINITY.

AGREEMENT

This Agreement made this _____ day of _____, 1938 by and between _____ hereinafter described as the Employer, and the Retail Clerks International Protective Association, by its agent Local #1116 affiliated with the American Federation of Labor, Minnesota State Federation of Labor and the Duluth Federated Trades Assembly, hereinafter described as the Union.

In consideration of the mutual promises herein contained and for the purpose of creating a working agreement by and between the Employer and its Employees and the Union, the parties hereto mutually covenant and agree to and with each other, as follows:

Section One (1) Recognition of Union.

(a.) The Employer recognizes said Union as the representative of its employees for the purpose of collective bargaining with respect to the hours of labor, rates of pay and working conditions hereinafter specified.

(b.) All Managers, Clerks, Regular Employees, Cashiers, Apprentices and Part Time or Extra Help employed by said Employer shall be members in good standing of Local #1116.

Section Two (2) Classification of Employees.

The Employees covered hereby are defined and shall be classified as follows:

(a.) MANAGER: The Manager shall be defined as the employee who is a member of Local #1116, and who has charge of, or is responsible for, the grocery department of any store; and shall be covered by this agreement in every manner, except as to hours necessary for the performance of duties as Manager, such as making out requisition, and preparing for next days business.

(b.) CASHIER: The Cashier shall be defined as, the employee who as the major part of his regular duty performed for the Employer, has charge of the books of account, and cash receipts or disbursements.

(c.) CLERKS: All Employees of said Employer who are not Cashiers or Managers, and who in connection with their duties for said Employer wait upon or deal with the customers of said Employer, shall be defined as Clerks.

SUB-CLASSIFICATION OF CLERKS AND CASHIERS INTO APPRENTICES, REGULAR CLERKS AND CASHIERS, AND EXPERIENCED CLERKS AND CASHIERS.

1. APPRENTICES. An Employee shall be classified as an apprentice until he or she shall have been employed in any grocery business for a period of twelve (12) months. A part time employee shall be classified as an apprentice until he or she shall have been employed in any grocery business for a period of three hundred (300) days.

2. REGULAR CLERKS AND CASHIERS. An employee shall be classified as a Regular Grocery Clerk, or cashier, until he or she shall have been employed in any grocery business for a period of twelve (12) months from the time when he or she has fully served an apprenticeship. A part time Regular Clerk or Cashier, shall be classified as such until he or she shall have been employed in any grocery business for a period of three-hundred (300) days from the time when he or she has fully served an apprenticeship.

3. EXPERIENCED CLERKS AND CASHIERS. An Employee shall be classified as an Experienced Clerk or Cashier from and after the time when he or she shall have completed their period of service, in any grocery business, as an apprentice and as a Regular Clerk or Cashier.

4. NUMBER OF APPRENTICES. One apprentice will be allowed for each store, and one additional apprentice therein for each five employees or major fraction thereof.

Section Three (3) Hours of Labor.

1. Male Employees.

Fifty-six (56) hours shall constitute a basic week for all male employees. No male employee shall work more than fifty-six (56) hours in any one week without overtime compensation. Nine hours out of any ten shall constitute a basic day, with the exception of Saturday, or any week day before a legal holiday, when eleven hours out of any twelve shall be considered a basic day. These hours shall be worked in one continuous period of time with one hour off for lunch.

2. Female Employees.

Fifty-one (51) hours shall constitute a basic week for all female employees. No female employee shall work more than fifty-one hours in any one week without overtime compensation. Said working hours to be worked in the following manner: Four nine hour days; Saturday and all week days before a legal holiday of eleven hours; and one day of four hours, allowing the employee the full afternoon off on said day. These hours to be worked in one continuous period of time with one hour off for lunch.

3. Starting and Quitting Time.

It is understood and agreed that all employees on reporting for work shall be ready for work within the fifteen (15) minute period prior to the starting time; and after the closing hour shall continue their work for a period not longer than twenty (20) minutes before overtime compensation applies. It is expressly understood and agreed that employees requested to report to work prior to or who work after the specified time stated above, shall be paid overtime for all such time so worked. It is further agreed that each Employer shall keep a record of time showing the hours per day and days per week worked, and wages paid each employee. This record for an individual employee shall be available to that employee or his or her representative of Local Union #1116.

Section Four (4) Minimum Scale of Wages.

The following shall constitute the minimum scale of wages for the employees covered hereby, and no employee shall receive less than the minimum herein provided, nor less than his or her wage immediately prior to the commencement of the period covered hereby, which, if the same is greater, is hereby declared to be the minimum wage for said employee hereunder:

- a. Full time female apprentice employes.....\$17.00 per wk.
- b. Full time male apprentice employee.....\$18.00 per wk.
- c. Full time female regular clerk or cashier..\$18.00 per wk.
- d. Full time male regular clerk or cashier...\$20.00 per wk.
- e. Experienced female clerk or cashier.....\$20.00 per wk.
- f. Experienced male clerk or cashier.....\$23.00 per wk.
- g. Manager, male, or female.....\$30.00 per wk.
- h. Extra or regular part-time employee shall be paid, on an hourly basis, no less than pro-rata of the regular rate in their classification.

2. All overtime shall be paid for at the rate of time and one-half.

3. Employees are not required to work on Sundays nor Legal Holidays. In event that employees are requested to work on these days they shall have the option of so doing, and the rate of pay on these days shall be time and one-third computed according to their classification.

4. Overtime worked in any one day shall not be compensated for by lay-offs, nor shall any employee be required to take time off to make up for overtime work.

5. Full time employees shall receive full pay for weeks that have Holidays.

6. Any employee who has been requested to report for work and has so reported but is not given work shall be paid for at least four hours employment unless notified the previous work day or earlier that he or she should not report for work.

Section Five (5) Vacations.

All regular full time employees with one year continuous service with the same employer shall receive one week vacation with pay. Those with less than one year of service with the same employer shall receive one-half day's vacation with pay for each month of continuous service. All vacation period shall be allowed to be taken in one continuous period of time. Vacations shall be issued by the Employer during the months of April to November inclusive, unless a different time is arranged by mutual agreement between the employer and the employee.

Section Six (6) Miscellaneous.

1. Once each six months the employer shall review the record of each of his employees to insure that any employee who is entitled to promotion or wage increase shall be given full and fair consideration.

2. A regular employee whose employment is permanently terminated by the employer for any reason other than drunkenness or dishonesty or who is laid off for two (2) weeks or longer, shall be given one (1) weeks notice, or one weeks pay in lieu

thereof. Managers may be discharged without notice or extra pay for excessive inventory shortage. The Employer shall be entitled to the same respect in this matter.

3. No Employer shall extend the lunch period over one hour, and must allow at least one hour for same on each and every working day.

4. Employees covered by the jurisdiction of Local Union No. 1116 shall be hired, retained, promoted, demoted, laid off, discharged or re-hired according to their seniority in the employment of said Employer. All seniority rights shall be on the basis of the classification herein.

5. When employing men or women, Members of Local Union No. 1116 shall be given preference. If Local Union No. 1116 can not furnish desirable men or women then Non-Union employees may be hired, and must become members of Local Union No. 1116 not later than thirty (30) days after employment.

6. In the employment of new employees the employer shall be given thirty (30) days to determine whether or not said employee is capable of the performance of his or her duties.

7. The Union Shop Card is the property of Local Union No. 1116 at all times and is loaned to the Employer while this contract is in effect.

Section Seven (7) Grievances.

1. Any employee who feels that his or her employer is not living up to this agreement may either personally or through the representative of Local Union No. 1116, take the matter up with the Employer in an effort to reach a satisfactory adjustment; failing in this the complaint shall be referred to an Arbitration Board to be selected in the following manner; two to be named by the Union, and two by the Employer; these four to select a fifth member, and consider and decide said complaint before final action is taken by either party.

2. No employee shall be discriminated against, and no employee shall be discharged for giving information for alleged violations of this agreement to his or her authorized representative or to any duly authorized representative of Local Union No. 1116.

THIS AGREEMENT SHALL REMAIN IN FORCE UNTIL THE 1st DAY OF MAY, 1938.

GROCERY CLERKS LOCAL UNION NO. 1116

EMPLOYER

President

Secretary

3. The employer agrees to furnish and launder at his expense all uniforms required by the employer to be worn by the employees .



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

X
29

May 10, 1938

Retail Clerks' Int'l Ass'n #3
c/o Federated Trades Assembly
3624 West 2nd Street
Duluth, Minnesota

Dear Sir: Information has come to us that you have concluded an agreement with the Retail Grocers' Association.

As the Bureau of Labor Statistics endeavors to keep a record of all union agreements and all renewals of existing contracts, I am writing to ask if you will kindly furnish a copy of the agreement. 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 shall keep the identity of the agreement confidential, using the material only for general analysis which will not reveal the name of the union.

We shall appreciate your cooperating with us by answering the questions listed below and by giving any other information which you think might be useful to us. The enclosed envelope for 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.

Name of company or employers' association signing the agreement Retail Grocers Ass'n
Bigg's, Higgin's, Public Markets, National Tea, Freshdale Mkt
(If more than one employer, please list on reverse side)

Number of companies covered by agreement (4) and many small independent

Number of union members working under terms of agreement (200) two hundred

Number of nonmembers working under terms of agreement Union Shop

Branch of trade covered Grocery Stores

Date signed May 4, 1938 Date of expiration May 1, 1939

Please indicate if you wish the agreement returned no

W. J. Ellis Business Bldg. 308 Glenview Bldg.
(Name of person furnishing information) (Address)