

ARTICLES OF AGREEMENT

between
RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION
(Affiliated with the American Federation of Labor)
AND
the MANAGEMENT OF THE FAIR COMPANY OF WAUSAU, INC.

THIS AGREEMENT, mutually entered into this _____ day of _____ 1938, by and between the RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION, through their authorized agents Alfred Salzer, as President of Local No. 949 and Melvin Kamrath as Secretary of Local No. 949 of the City of Wausau and State of Wisconsin as parties of the first part, and Joseph Landauer, President of the Fair Company of the City of Wausau and State of Wisconsin as party of the second part.

WITNESSETH: That said parties of the first part, in consideration of the covenants and agreements hereinafter mentioned and mutually agreed upon by all parties to be kept, done and performed, do hereby lease for the period to September 1, 1939, to the said party of the second part ONE Union Store Card, the property of and issued by the RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION.

Party of the second part agrees to retain in their employ only members, or those if eligible, who will become members within sixty days from the date of their employment, of Local No. 949, RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION.

Party of the second part agrees that the following articles shall be established, maintained and abided by from the date of this agreement:

Article 1.

- A. All new employees that are hired shall make application to RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION, LOCAL NO. 949, and pay for a permit card prior to commencement of employment. After a sixty day probationary period, full time employees shall make application for membership to RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION, LOCAL NO. 949, and if rejected shall lose employment privileges.
- B. Extra help cannot be called for less than four hours work per day.
- C. There shall be no reductions in wages or commissions because of the operation of this agreement.
- D. Employees who have worked over one year are to receive six consecutive working days vacation with pay annually, ~~and those who have worked two years or over are to receive one additional day vacation for each year they have worked over the two year period, not to exceed twelve working days.~~

Article 1 (Continued)

- E. Store hours during June, July, and August are to be from 8:30 A. M. to 5:00 P. M. on Mondays, Tuesdays, Wednesdays, Thursdays, and Saturdays, and from 8:30 A. M. to 9:00 P. M. on Fridays. The balance of the year to be from 8:30 A. M. to 5:30 P. M. on Mondays, Tuesdays, Wednesdays, Thursdays, and Saturdays, and from 8:30 A. M. to 9:00 P. M. on Fridays. No Sunday work to be performed except in exceptional emergency and then overtime rate to be paid.
- F. Overtime to be paid at the rate of one and one-half times the regular rate of pay of said person or persons for any time worked outside of store hours.

Article 2.

No deductions from weekly or monthly salaries for the following legal holidays: New Years Day, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day, and Christmas Day.

Article 3.

Seniority of Rights for all employees. The management to furnish such list and same is subject to verification.

Article 4.

Sanitary rest Rooms, not open to the General Public are to be maintained at all times.

Article 5.

The Grievance Committee as designated by the party of the first part, to be empowered to have the privilege to represent any and all employees whenever it is required.

Article 6.

Employees to be paid once every two weeks.

Article 7.

The RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION is to be the sole and exclusive bargaining agents for all employees.

Article 8.

Any dispute concerning the interpretation of this agreement or any grievance which may arise and cannot be adjusted amicably between the employer and the representative of the employees, then the matter in its entirety shall be submitted to a board of arbitration to be selected as follows: One to be selected by the employer and one by THE RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION and these two shall meet within three days to select a third party. In the event that these two cannot agree upon the third party, the Wisconsin Labor Relations Board shall select or name the third party. Their decision shall be final and binding on both parties; which decision must be rendered within five days.

Article 9.

This agreement shall be retroactive as of September 1, 1938 and shall remain in full force and effect to and including September 1, 1939. Should either party desire to alter or amend this agreement it shall give written notice to the other party stating the nature thereof thirty days before the expiration of this agreement, and should neither party fail to give notice this agreement shall remain in full force for an additional six months.

Article 10.

A. Right of Discharge:

This agreement shall not interfere in any way with the right of the employer to discharge any employee for failure to perform properly his or her duties; that is, for any legitimate cause such as incompetence or inefficiency. Union membership or Union activities shall in no way be construed as cause for discharge.

B. Discussion during Hours:

There shall be no discussion of organization by an employee during working hours, nor shall the employer call in an employee at any time to discourage union activities or Union organization and any conference between the employer and employee shall be conducted through the committee selected by the Union in the employer's establishment or through the committee of the Union or its duly authorized representative or representatives.

C. Arrangement of Stock:

The employee shall care for his or her stock of merchandise before leaving the store so as to protect the same from damage.

D. The person who is in charge of the buying for his or her department not allowed overtime where they are required to work beyond store hours for buying.

E. Two peak periods each calender year of no more than five days each are permitted.

F PARTIES of the first part agree to advise all Local Organizations of the City of Wausau and State of Wisconsin of the action of the parties signing this agreement, and

G IT IS FURTHER AGREED by all parties that the interests of each shall be mutually taken care of and advanced, and that any violation of the foregoing stipulations shall be sufficient cause for the surrender of the Union Store Card.

Witnesses:

THE FAIR COMPANY OF WAUSAU, INC.
Party of the second part
by

RETAIL CLERKS' INTERNATIONAL
PROTECTIVE ASSOCIATION
Parties of the first part
By

President
of Local No. 949

And

Secretary
of Local No. 949

Witnesses:

/ All vacations are to be taken during the months of June, July, August, and September.

/ For part time help working less than 48 hours a month the dues shall be 50 cents per month, and for all part time help working more than 48 hours a month the dues shall be \$1.00 per month.



SECOND REQUEST

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

Clerks # 949
Wausau, Wis.
9-1-39

UNION AGREEMENTS

November 3, 1938

Melvin Kamrath Sec'y
~~Mr. Albert R. Priebe, Sec'y~~

Retail Clerks' Int'l Protective Ass'n #949

~~Rothschild, Wisconsin~~
622 1/2 Chicago Ave.
Wausau, Wisconsin

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 and shall appreciate your cooperation in sending us copies of them, together with the information requested below.

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 will keep the identity of the agreement confidential, using the materials 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,

Isador Lubin

Commissioner of Labor Statistics.

Enc.

Name of company or employers' association signing the agreement The Fair Co. Inc.

(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 Seventy-five

Number of nonmembers working under terms of agreement None

Branch of trade covered Retail selling

Date signed Sept. 27, 1938 Date of expiration Sept. 1, 1939

Please check here if you wish the agreement returned not necessary

Melvin Kamrath
(Name of person furnishing information)

622 1/2 Chicago Ave.
(Address)