

AGREEMENT

by and between the

CLOQUET MERCHANTS ASSOCIATION  
Cloquet, Minnesota

and

~~FEDERAL LABOR UNION NO. 20371~~  
~~affiliated with the~~  
AMERICAN FEDERATION OF LABOR

*Transferred to  
Retail Clerks Intl Prot. Ass'n  
Local - No 181  
Nov-14 1938*

AGREEMENT by and between the Cloquet Merchants Association of Cloquet, Minnesota, bargaining for and on behalf of its members who shall become parties hereto by the execution of this instrument, hereinafter collectively called the Employer, and the Federal Labor Union No. 20371, affiliated with the American Federation of Labor, hereinafter referred to as the Union, agree to be bound by the following provisions covering wages and working conditions during the terms of this agreement.

1 This contract shall take effect from the date of its execution on which date it shall supersede and replace any previous contracts between the parties hereto.

2 This contract shall cover all of the Employees except that executives or supervisors who have the right to hire or discharge employees are hereby excluded from the terms of this contract, and one bookkeeper or secretary in each store or plant who are in a confidential capacity to the management, are also excluded from the terms of this contract if the said Employees are being paid the following salaries or in excess thereof: Women \$75.00 per month; Men \$140.00 per month.

IT IS AGREED AS FOLLOWS:

ARTICLE I.

GENERAL PURPOSE OF AGREEMENT

The general purpose of this agreement is to promote the mutual interest of the employer and the union to provide for the operation of the store of the employer under methods which would further to the fullest extent possible the safety and welfare of the employees, economy of operation, elimination of waste, cleanliness of the store and protection of the property.

It is recognized by the agreement to be the duty of the employer and the employees to cooperate fully, individually and collectively for the advancement of such conditions,

A. The Union agrees to use its best efforts to organize similar employees of all other retail establishments engaged in similar business to the employer throughout the City of Cloquet as promptly as possible.

B. It is understood that the officers of the organization and the members of the union will use their best efforts at all times to see that employees are conscientious and honest in every respect; and that they will at all times conduct themselves in such a manner as to clearly indicate that they not only have the interest of the fellow-employees in mind, but also the interest of the employer as well. The employees of the Union realize that if the employer and the employees are to succeed, it is necessary that there be the fullest sense of cooperation between both employees and employer at all times; and it is further understood that the Union committee and all members of that Union will report to the management any discrepancies along this line or anything that will tend to break down or disrupt this cooperation and this agreement.

C. The Union pledges their full support and full cooperation 100% to the merchants of the City of Cloquet and agrees to cooperate with all of the said employers and merchants in purchases of merchandise in the City of Cloquet, Minnesota.

## ARTICLE II.

### RECOGNITION OF UNION

The employer recognizes said Union as the sole 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.

A. Any employee who is now a member in good standing or who after this date becomes, re-joins, or is reinstated as a union member of Federal Labor Union No. 20371, shall maintain such membership in good standing.

B. Any controversy arising over the interpretation of or adherence to the terms and provisions of this agreement shall be settled by negotiation between the Union and the Employer; except that with the consent of both the Union and the Employer such controversy may be referred to a Board of Arbitration composed of two (2) representatives of the Union, two (2) representatives of the Employer, and a fifth (5th) neutral member selected by a majority vote of the first four (4). The majority decision of this Board shall be final and binding on both the union and the Employer in any controversy so settled.

C. The employer agrees not to enter into any contract or agreement with its said employees, individually or collectively, which in any way conflicts with the terms and provisions of this agreement.

D. There shall be space appropriated in each store for the purpose of installing a bulletin board on which all matters concerning the union or employer shall be posted not less than two (2) days previous to the appointed time.

E. There shall be a steward elected by the Union for each store from the employees of the store which he or she shall represent.

F. The employer agrees to meet and treat with the properly accredited officers and committees of the Union on all grievances that may arise between the employer and the union.

G. There shall be no discrimination against members of the Union in contemplated employment or in working conditions between the members of the Union or the Employer.

H. There shall be no cessation of work and no strikes or lock-outs while negotiations or arbitration is in progress concerning any dispute between the employer and the Union or any employees of the Union.

I. 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 authorized representative of Local No. 20371.

J. It shall not be considered a violation of this agreement if the members working under this agreement refuse to go through an authorized picket line where there is any labor trouble.

## ARTICLE III.

### SENIORITY

A. Employees shall be regarded as probationary for the first ninety (90) working days. During this period such employees shall acquire no right of seniority or re-employment if laid off

or discharged. After ninety (90) continuous working days, the names of such employees shall then be placed on the seniority list in order of date of hiring.

a In case of lay-off or when a reduction in force is necessary seniority shall prevail so that the last employee hired shall be the first laid off, and in case of re-employment the last employee laid off shall be the first returned to work. Provided, however, that nothing herein contained shall require the employment, retention or reemployment of any employee in any job, who is not competent and qualified for the job then open, and able to do the work of such job with reasonable efficiency. Employees employed as part time employees or probationary, shall not acquire seniority rights while so employed.

b In case of filling vacancies employees shall, in order of their seniority, be preferred over new employees, but nothing herein shall require the employment, retention or re-employment of any employee in a line of work requiring special training or experience for which he is not qualified.

c Provided, however, that if any employee is promoted under any of the seniority provisions herein, if he is not able to do the work of the job to which he is changed or promoted, he shall have the right within a reasonable time to transfer back to his former job without losing his position or seniority rights. All disputes concerning the relative seniority of various employees shall be settled according to Article II, Section B.

#### NOTICE OF LAY-OFF

B. An employee, who has worked ninety (90) days for the employer, 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) week's written notice, or one week's pay in lieu thereof. Managers may be discharged without notice or extra pay for excessive inventory shortage. Employees shall give one (1) week's notice of their intention to quit.

#### TIME OFF

C. Employees shall be permitted time off when required to attend conventions, committee meetings, or other pertinent and necessary business of any labor organization; provided, however, that ten (10) days prior a written notice be given the employer stating the time and date when the employee must be off duty; and provided, further, that the time and date when the employee must be off duty shall not be designated during the weeks of Easter, Fourth of July, Christmas, or inventory week, and that not more than one (1) employee shall be excused at any one time by the employer. The employer shall not be required to pay wages to the employee for the time taken off to attend such organization business; except that committee-men meeting with the management at regular or special meetings for the discussion of grievances and other matters of mutual interest, may do so during the regular working hours without loss of time. All other duties of the committeemen shall be performed outside of working hours and shall in no way interfere with their shop or store duties.

### ARTICLE IV

#### STANDARD DAY AND WEEK

Forty-eight (48) hours shall be considered a full working week. All work performed in excess of forty-eight (48) hours shall be paid for at the rate of time and one-half (1½) except that twenty (20) hours per year overtime shall be allowed at straight time. This article does not apply to department heads receiving \$140.00 a month or more.



A. The scale of wages for the employee shall be as in the attached scale of wages. Nothing in this contract will reduce wages not in force or effect.

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

C. Regular extra or part-time employees shall be paid no less than pro-rata of the regular rate.

D. All employees having one year's seniority rights shall be given one week's vacation per year with pay.

E. One full hour for lunch shall prevail on all working days for each employee.

F. It is hereby declared that Sundays, Christmas, New Year's, Thanksgiving, Fourth of July, Labor Day and Memorial Day are legal holidays and employees are not required to work on these days, and in the event they are requested to work, the employees shall have the option of so doing and the rates of pay shall be on the basis of double time.

G. All employees who have worked with the Employer for one (1) year shall be entitled to the full time pay for the aforesaid holidays when the same falls upon what would ordinarily be a regular working day, if working during the week in which the holidays fall.

H. Any employee who has reported for 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.

#### ARTICLE V.

In the event that the maximum work week is reduced by a legislative act to a point below the regular work week provided herein, the parties hereto agree that this contract shall be re-opened in regard to the matters affected by the said laws and that new provisions shall be negotiated with reference to the matters so affected.

#### ARTICLE VI.

In the event that the Employer wilfully violates the provisions of the foregoing terms or violates any of the provisions elsewhere in this agreement relating to seniority rights, wages, hours of work, overtime differentials, vacations, or any back pay owed to the employee because of such violation shall be paid by the Employer at the rate of two (2) times the standard straight time and overtime rates, if ordered by negotiation as provided for in Paragraph Thirty-one (31) of this Agreement. Any back pay so ordered shall be deposited with the Union in the name of the Employee. However, it is agreed and understood that any such claims shall not revert back longer than thirty (30) days.

#### ARTICLE VII.

The period of this agreement shall be from the date hereof until the 31st day of August, 1939 and shall automatically renew for an additional period of one year unless thirty (30) days or more prior to the 31st day of August, 1939, either the union or the individual employers give notice to the other that the agreement is to be terminated.

Dated this day of August 31st, 1938.

Wage Scale for the Merchants,  
City of Cloquet

VIII

A GROCERY CLERKS

Inexperienced Grocery Clerks . . . .	Men . . . .	\$17.00 per week
	Women . . . .	\$15.00 per week
Grocery Clerks with six months . . . .	Men . . . .	\$19.00 per week
experience . . . .	Women . . . .	\$17.00 per week
Grocery Clerks with twelve months . . . .	Men . . . .	\$21.00 per week
experience . . . .	Women . . . .	\$19.00 per week
Grocery clerks with eighteen months . . . .	Men . . . .	\$24.00 per week
experience . . . .	Women . . . .	\$20.00 per week

B HARDWARE CLERKS

Inexperienced Hardware Clerks . . . . .	\$17.00 per week
Hardware Clerks with six months experience . . . .	\$19.00 per week
Hardware Clerks with twelve (12) months exp. . . .	\$22.00 per week
Hardware Clerks with eighteen months experience . . . .	\$24.00 per week
Hardware Clerks with two years experience . . . .	\$26.00 per week

C MEAT CUTTERS

Apprentice or inexperienced Meat Cutter . . . . .	\$17.00 per week
Apprentice, or Meat Cutter with one year exp. . . .	\$21.00 per week
Apprentice or Meat Cutter with two years exp. . . .	\$25.00 per week
Journeyman Meat Cutter or Meat Cutter with three years experience . . . . .	\$28.00 per week

There shall be allowed one (1) apprentice meat cutter in a shop for every two (2) journeymen meat cutters. A meat cutter must have three years of experience in meat cutting to be called a journeyman meat cutter and as such shall receive journeyman wages.

CLOTHING, FURNISHINGS AND DRY GOODS CLERKS

Inexperienced Clerks . . . . .	Men . . . .	\$17.00 per week
	Women . . . .	\$15.00 per week
Clerks with six (6) months experience, . . . .	Men . . . .	\$19.00 per week
	Women . . . .	\$17.00 per week
Clerks with twelve months experience. . . . .	Men . . . .	\$21.00 per week
	Women . . . .	\$18.00 per week

CASHIERS

Inexperienced cashiers . . . . .	\$15.00 per week
Cashiers with six months experience . . . . .	\$17.00 per week
Cashiers with twelve months experience . . . . .	\$20.00 per week
Cashiers with eighteen months experience. . . . .	\$22.00 per week

FILLING STATION ATTENDANTS . . . . .

Filling Station Attendants, Inexperienced . . . . . \$17.00 per week  
With six months experience . . . . . \$19.00 per week  
With twelve months experience . . . . . \$21.00 per week  
With eighteen months experience . . . . . \$24.00 per week

MECHANICS

Apprentice, or inexperienced mechanics . . . . . \$20.00 per week  
Apprentice, or mechanics with one year's exp. . . . . \$25.00 per week  
Apprentice, or mechanics with two years experience . \$26.00 per week  
Journeyman mechanics or mechanics with three years  
experience . . . . . \$28.00 per week

OFFICE WORKERS

Bookkeepers . . . . . \$30.00 per week  
Stenographers . . . . . \$20.00 per week  
Inexperienced stenographers . . . . . \$18.00 per week

DRUG STORE CLERKS.

Inexperienced . . . . . \$16.00 per week  
One year's experience . . . . . \$18.00 per week

VARIETY STORES.

Variety store Clerks . . . . . \$15.00 per week



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

*Clerks #181  
Cloquet, Minn  
8-31-40*

October 19, 1939

*LIND*

Mr. Carl ~~Linnet~~, F. S.  
Retail Clerks Int'l Protective Ass'n #181  
1515 Selmsier Avenue  
Cloquet, Minn.

*LIND*

Dear Mr. ~~Linnet~~:

We have in our files a copy of your agreement with the Cloquet Merchants Association which recently expired.

*Same agreement renewed*

In order to keep our files of union agreements up to date, we should be grateful if you could conveniently send us a copy of your agreement which is now in effect. We shall be glad to make a duplicate and promptly return the original if you have only one copy available. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general analysis in such a way as not to reveal the name of either party to the agreement.

We shall greatly appreciate your cooperation. The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let us know.

Very truly yours,

*Isador Lubin*

Isador Lubin  
Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement

*Cloquet Merchants Association*

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

Number of companies covered by agreement 21

Number of union members working under terms of agreement 82

Number of non-members working under terms of agreement 6

Branches of trade covered *Spec. Meat Markets, Hwd. Ware, Dairy stores, Filling stations*

Date of expiration August 31 - 1940

Please check here if you wish the agreement -- *No change Same as last year*

Returned no Kept confidential yes

If you cannot send a copy of your new agreement, please note (on the reverse side of this letter) any changes from your previous agreement. (8227)

- 1 Johnson Bros Dept store
- 2 Cloquet Co op Soc - store no 1
- 3 Hoketh & co
- 4 J.C. Penny Inc
- 5 Larson & sons
- 6 Public Markets
- 7 Ben Franklin Var stores
- 8 Molls Drug store
- 9 Cloquet Co op Soc Service station No 1
- 10 " " " " " " " " No 2
- 11 Community Markets
- 12 Braants Bros
- 13 Geo Briant groc
- 14 Raiters Drug store
- 15 Cloquet Co op store no 2
- 16 Cloquet Co op store Esko Cornero Minn
- 17 " " " " Mahtowa Minn
- 18 Andrews Market
- 19 Gambles stores one only
- 20 Davis Hurd Co.
- 21 Schedmyer meat Market.





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

Retail Clerks #181  
Cloquet, Minn.  
8-31-39

UNION AGREEMENTS

November 28, 1938

~~Mr. Evert Anderson, Sec.  
Federal Labor Union #20371  
418 14th St.  
Cloquet, Minn.~~

Carl J. Lindel Fin Sec  
of Retail Clerks Int'l Protective Ass'n.  
Local 181 Affiliated with A.F. of L.

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 \_\_\_\_\_

Cloquet Merchants Ass'n.  
(If more than one employer, please list on reverse side)

Number of companies covered by agreement \_\_\_\_\_ 25

Number of union members working under terms of agreement \_\_\_\_\_ 90

Number of nonmembers working under terms of agreement \_\_\_\_\_

Branch of trade covered Drug Clerks, Dry good Clerks, grocery Clerks, Truck Drivers (Part time)

Date signed Aug 31 1938 Date of expiration Aug 31 - 1939

Please check here if you wish the agreement returned \_\_\_\_\_

Carl J. Lindel Fin Sec 1515 Selma Ave  
(Name of person furnishing information) (Address) Cloquet Minn