

NOV 5 1942

MEMORANDUM OF AGREEMENT made this 16th day of June 1942, between the undersigned and/or their successors engaged in the Grocery business, of the City of Superior, Douglas County, Wisconsin, (hereinafter designated as the party of the first part), and the Retail Clerks Protective Association Local No. 27 of Superior, affilliated with the American Federation of Labor, (hereinafter designated as the party of the second part), made and entered into for the purpose of fixing the scales of wages, schedule of hour and general rules and regulations affecting employees, members of the party of the second part, and shall be in effect and shall bind said Grocery stores and party of the second part on and after June 1st, 1942 until June 1st, 1943, and it is hereby mutually agreed upon by the parties of the first part and the party of the second part, that the terms of the Agreement are as follows, to wit:

DEFINITIONS: 1. A regular full time employee is one who has been employed to work a full number of hours per week and who has been continuously employed by the same employer for at least three months.

2. A regular part time employee is one who has been employed less hours per week than a full working week and has been continuously employed by the same employer for at least three months.

3. An extra, or casual employee, is one employed on an hourly basis or daily basis for temporary work.

The parties of the first part agree:

FIRST. EMPLOYMENT.

A. That members in good standing of the party of the second part only shall be employed in the above-mentioned stores; provided that the Union being unable to secure and furnish union help, the parties of the first part shall then have the privilege of hiring other help with the understanding that such help must become members of the party of the second part at the expiration of thirty days from date of going to work or be discharged.

B. That all employees, who are now or become members of the Union after June 1st, shall be and remain members in good standing with the party of the second part for the term of this agreement as a condition of employment.

C. That on 14 days notice in writing, any member of the Union, who is reported by the secretary or any other proper Official of the Union as suspended or expelled for non-payment of penalties, dues or assessments, will be discharged.

SECOND.

A. That no regular employee shall be discharged, or laid off more than one week, except in the case of drunkenness or dishonesty, without written notice given one week in advance, or a payment of one weeks salary in lieu thereof.

B. That no regular employee shall be discharged or suspended without good and sufficient cause, and without a full hearing; such hearing to be held within one week after written notice has been given of dismissal or suspension, and all interested parties have been duly notified in writing. This hearing shall be conducted by and before the Board of Arbitration, hereinafter set forth and described. This shall not apply to A., B., and C. of rule First.

C. That when lay-offs become necessary, because of lack of work, seniority by departments shall apply; that is the last person hired shall be the first one laid-off. In re-hiring, the last person laid-off shall be the first re-hired.

THIRD.

A. That employees shall not suffer any reductions in their weekly or hourly pay rate unless otherwise agreed upon by the party of the second part.

B. That employees working on a weekly basis shall not suffer any reductions in their weekly pay.

FOURTH.

That an order signed by an employee, to collect union dues from his or her wages, will be honored; and will pay the sum so deducted to the Union.

FIFTH. VACATIONS.

A. That an employee, who shall have been employed for one year or more, shall receive one week vacation with pay, unless at the present time more than this is given, and in that case vacations shall be the same as they are at the present time. Vacations shall be given according to seniority rating. Temporary absences from work, due to lay-off or sickness, shall not be deducted in determining length of service for computing the rights for vacations.

B. That no vacation shall be taken during the week preceeding or immediately following a legal holiday, as herein defined, unless otherwise agreed to by the parties of the first part.

C. That vacation pay is to be paid immediately preceeding or immediately following the vacation, and that any employee laid-off indefinitely, discharged or retired from employment, and entitled to a vacation with pay is to immediately receive his or her vacation pay.

SIXTH.

A. That the party of the second part, through the secretary, shall have the right to post notices on the bulletin board, designated by the employer for that purpose.

B. That any bonafide representative, carrying credentials, and designated by Local 27, as its representative, shall be accorded the privilege of coming on the property of the employer on Union business, provided that he shall first call at the office.

C. That any employee, required to leave his or her employment to attend a convention or other union business, shall be granted time off without discrimination or compensation.

D. All employees who volunteer or are called for military or civilian duty for the United States Government shall be considered on leave of absence, and shall retain all seniority rights cumulatively, and without interruption.

Each such employee shall on request be reinstated to the position he

held on entering the "service" provided such request is made within sixty (60) days after such employee is available to return to work. If such position has been discontinued or eliminated, then he shall be given other employment which he is suited for in accordance with his seniority rights.

SEVENTH. HOURS OF LABOR.

A. That fifty-five and one-half hours shall constitute a weeks work for male employees. Nine hours shall constitute a day, except on Friday nine and one-half hours, and on Saturday ten hours shall constitute a day, and shall begin not earlier than 8:00 a.m. and shall terminate not later than 6:00 p.m., with the exception of Friday and Saturday. These hours shall be consecutive except for one (1) hour for lunch each day. A week shall start not earlier than 8:00 a.m. on Monday and shall terminate not later than 6:00 p.m. on Saturday. That in the case of female employees forty-eight hours shall constitute a weeks work. Eight hours shall constitute a day. All time worked over fifty-five and one-half hours or forty-eight hours shall be paid at the rate of time and one-half.

B. That there shall be full pay for all holidays including New Years, Decoration Day, Fourth of July, Labor Day, Thanksgiving, and Christmas.

C. That any employee reporting for work on any work day, shall be given or paid for the minimum of four hours work, unless in each case he is notified on the previous day not to report for work.

D. That all hours worked after the regular closing time, except Inventory, shall be paid at the rate of time and one-half.

EIGHTH.

A. That in order that no employee shall suffer loss in pay rate because of the adoption of this schedule, any employee, who had been receiving more than the hourly or weekly rate of wages designated in the following schedule for the class of work in which he was engaged before the signing of this agreement, shall receive at least the same pay.

B. That an employee doing various classifications of work shall be paid the highest classification.

WAGE SCHEDULE.

The salary for a weeks work as defined in paragraph Seventh A, shall be in the case of male employees thirty-five (\$35.00) dollars per week, and in the case of female employees twenty-three (\$23.00) dollars per week. Extra male help shall receive sixty-three (63¢) cents per hour, and order runners employed on Saturday shall receive twenty-five (25¢) cents per hour. Extra female help shall receive forty-seven (47¢) cents per hour. All extra help shall secure a working permit from the Retail Clerks Union.

APPRENTICESHIP.

Female apprentices shall be required to work the first year at (\$16.00) per week; second year at (\$18.00) per week; third year as experienced female grocery clerks \$23.00 per week.

Male apprentices shall be required to work the first year at \$20.00 per week; second year at \$24.00 per week; third year as experienced male grocery clerks \$35.00 per week. Any apprentice who has had any previous sales experience not totaling two years need only work an additional number of months as apprentice so that his total experience will equal two years.

There shall be no more than one apprentice for every four clerks.

NINTH.

That the parties of the second part shall be recognized as the sole bargaining agent for all employees.

TRANSFERS.

It is hereby agreed that no member of the Retail Clerks shall be transferred out of town without the consent of the Employees.

UNIFORMS.

Uniforms, laundry, and sanitation shall be furnished to the employees without charge.

The party of the second part agrees:

A. That in consideration of the signing and the carrying out in good faith of this agreement, we do grant to the parties of the first part the privilege of using the Union Shop Card during the period of this agreement, provided that the parties of the first part agree to return same without cost to the party of the second part, and to use no printed matter bearing this label upon the discontinuance or violation of this contract and to surrender all claims to their future use.

B. That an agreement in all particulars practically the same as this one will be entered into and maintained, if possible, between the party of the second part and all Grocery establishments operated in Superior, Wisconsin to take effect and continue in force for a like period of time.

C. That the party of the second part will exert its power as a Labor Organization to make all reasonable efforts to benefit the business of the parties of the first part.

D. That a new agreement to take the place of this one shall be presented at least thirty days prior to the date of expiration of this agreement, or this agreement shall continue and remain in effect each year thereafter.

E. When any difference may arise between the parties as to the interpretation of this agreement, as set forth above, either party may serve upon the other party a demand in writing for arbitration, which demand shall contain the names of the party's selectees for the Board of Arbitration. The other party shall then within 5 days notify the first party of the names of his selectees on the Board of Arbitration. The four selectees shall within 5 days thereafter meet, select, if necessary a fifth member, and proceed to arbitrate. The decision of the majority of the Board of Arbitration shall be binding on both parties, provided that all questions at issue must be settled by said Board of Arbitration as quickly as possible, and in no case more than two weeks are to be taken to render a decision.

Signed by

Capitol Market, by A. Shapiro

Fred Berthiaume

Henry Cohen

Sam Titch-- Peoples Market

Seventh St. Market--Roy Lief

E. O. Thompson

Harold Cronstrom

At a legal meeting of Local Union No. 27, the foregoing Contract was approved.

Signed) Ray O'Brien
for Local(President
Union) Eleanor Peterson
Secretary

AC
6-1-43
R 14-45-77

U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON 25

Retail Clerks #2 (copy)
X 5-31-45

MAY 5 1944

April 27, 1944

Miss Eleanor Peterson
1007 Tower Avenue
Retail Clerks Protective Association, Local #27
Superior, Wisconsin

My dear Miss Peterson:

We have in our files a copy of your agreement with companies listed on the reverse side expired June 1, 1943.

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, together with any supplemental wage rates that have been negotiated. We shall be glad to make a duplicate and promptly return the original if you have only one copy available. If you specify that the wage rates or any other clauses in your agreement should be kept confidential, they will not be identified in our reports to persons outside Federal agencies. If your agreement and wage rates have been continued without change, a notation to that effect at the bottom of this page will be sufficient.

We should also appreciate current information regarding the items specified below. 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,

A. F. Hinrichs

A. F. Hinrichs

Acting Commissioner of Labor Statistics

Enc.

Name and Location of Company (If an Employers' Association, please give name and list member companies)	Number of Employees	No. Union Members Covered	Effective Date	Expiration Date
<i>Same as on reverse side</i>	<i>20</i>	<i>14</i>		

Products or type of work: _____

Do you wish the agreements returned? Yes _____ No _____

(Signature)

(Address)

Please specify, on the reverse side, clauses you wish kept confidential or add other remarks if you care to do so.

The contracts have been renewed and we ~~will~~ there will be no change for this year. - Mrs. Eleanor Peterson (Secy)

LS 42-1319

Capitol Market ✓
Fred Berthiaume ✓
Henry Cohen ✓
Sam Titch--Peoples Market ✓
Seventh St. Market, Roy Lief ✓
E. O. Thompson
Harold Cromstrom ?

6-1-42 ✓

CONFIDENTIAL

Retail Clerks # 27 (A.F.)
X 5-31-43

M.A. 42
11-5-42
Un. Exp. 12-3-43
Un. Exp. 4-27-44