

AGREEMENT

Agreement made and entered into by and between the

Duluth
Grocers & Meat Dealers Ass'n.

of Duluth, Minnesota, party of the first part, and hereinafter called the employer, and the Amalgamated Meat Cutters and Butcher Workmen of North America, Local Union No. 12 of Duluth, Minnesota, affiliated with the American Federation of Labor, the Minnesota State Federation of Labor and the Duluth Federated Trades Assembly, acting for and in behalf of its members hereinafter referred to as the employees and the union, party of the second part, Witnesseth:

1. The Employer recognizes the said Union as the sole representative of its employees in the meat market department for the purpose of collective bargaining with respect to the hours of labor, rates of pay, and working conditions as herein provided.

2. All employees in said employer's market or markets in Duluth, shall be members of Local Union No. 12 and in good standing and the employer does hereby agree to give preference to members of Local Union No. 12 when in need of help, whether to be employed on a permanent basis or as extras, whenever possible to do so.

3. Fifty-six (56) hours shall constitute a week's work. Nine (9) consecutive hours shall constitute a basic work day, except on Saturdays and the day preceeding holidays, shall be as hereinafter provided. Six (6) days shall constitute a basic work week.

4. No employee in the meat market department shall start his day's work before eight (8) o'clock A. M. and terminate his day's work later than six (6) o'clock P. M. On Saturdays and on the day before holidays, employees shall work from seven (7) o'clock A. M. to seven (7) o'clock P. M., except as is hereinafter otherwise provided for overtime. The employees shall be entitled to be off one full hour for lunch each day. No employee shall be required to report for work more than fifteen (15) minutes before starting time.

5. Whenever it shall be necessary for a meat cutter to work during the lunch hours as a part of his daily duties, he shall be given one half day each week off with pay to compensate for the overtime so worked. This one half day to be off to be mutually agreed upon between Employer and Employee.

6. It is understood that all customers who happen to be in the market at closing time shall be waited upon.

7. To comply with the law of sanitation the market shall be left in a clean and sanitary condition. However this shall be done in not more than thirty (30) minutes after closing time. No meat shall be sold after union quitting hours.

8. There shall be no work performed on Sundays or on any legal holidays such as New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, and permanent Employees shall receive full pay for weeks that have Holidays. It is distinctly understood that markets doing marine and restaurant business, when it is necessary to perform such business before or after union store hours, such work shall be performed behind locked doors. The total hours of work of such an employee shall not exceed the hours specified in this agreement.

9. The wages of Journeymen meat cutters shall be not less than thirty-one (\$31.00) Dollars per week. The wages of managers shall be Thirty-two Dollars and Fifty cents (\$32.50) per week or over.

10. In markets that will be open on Saturdays and the day before holidays in the evenings until nine (9) o'clock, Journeymen and Managers working to that time shall be paid at the rate of not less than Thirty-two Dollars and fifty cents (\$32.50) per week plus time and one-third (1/3) for the hours later than seven (7) o'clock P. M.

11. Those markets that will be kept open nights shall change shifts at six (6) o'clock P. M. and they shall pay their Journeymen and Managers Thirty-seven Dollars and Fifty Cents (\$37.50) per week and the hours of work shall not exceed those hereinbefore provided. Such markets that are kept open nights shall not be entitled to have any apprentices.

12. Apprentices shall be paid at the following rates of wages:

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| First Six Months | \$18.00 per week. |
| Second Six Months | 20.00 per week. |
| Second Year | 24.00 per week. |
| Third Year | 26.00 per week. |

At the end of the third year of employment in a market he shall automatically become a journeyman and shall be paid as such

13. Extra help shall be paid at the rate of Five Dollars and Fifty Cents (\$5.50) for the first five days and Six Dollars and Fifty Cents (\$6.50) for Saturdays and the day before holidays.

14. Whenever an employee will be hired for less than a day, he shall be paid eighty cents (80c) per hour.

15. Any employee at the date of entering into this agreement receiving a higher rate of pay or enjoying better working conditions than those herein specified, shall suffer no loss as a result of this agreement.

16. A manager shall be defined as an employee who is a member of Local Union No. 12 and who has charge of or is responsible for or has control of the meat department in any one store and shall be covered by this agreement in every manner except as to clerical work connected with the manager's position, such as making out requisitions, checking invoices and making out ads, when necessary to do so.

17. Apprentices will be allowed in this or these markets on the following basis: One (1) apprentice to a shop employing one (1) Journeyman and thereafter one (1) apprentice to three additional Journeymen but this shall not apply to markets kept open nights.

18. All employees who have been in the employ of any one concern for a period of one year or over shall receive one (1) consecutive week vacation with full pay, provided they are still employed by the Employer at the time when they demand their vacation; provided further, that no employee shall receive payment for his week's vacation unless he returns to work immediately thereafter. It is hereby further provided that if the employer should happen to discharge an employee immediately after the vacation, such employee shall be entitled to that week's pay.

19. No employee shall be required to pay for linen or dry-cleaning or to furnish tools.

20. Employees working under this agreement shall not be required to take inventory before or after the union working hours.

21. All employees working under this agreement shall be paid in full every week.

22. At no time shall a grocery clerk be permitted to sell meat of any description, fish, poultry, or any other meat product that comes under the jurisdiction of a meat cutter, except such canned meat or fish that are sold in the original container.

23. No employee shall quit without giving his employer three (3) days notice and no employer shall lay off a man without giving him three (3) days notice, except for dishonesty or intoxication.

24. In case of any dispute arising between the employer and the union on any matter pertaining to the provisions to this contract which they should happen to be unable to adjust the matter peacefully, it shall be the duty of the employer and said Union to appoint or elect two (2) representatives from the Employer and two (2) representatives from the Union, and those four so elected or appointed, shall select one (1) disinterested person to serve on said board or committee and those five (5) representatives shall within five (5) days thereof meet and try to come to a reasonable settlement of the dispute and it is agreed that no lockout or bannering shall be used until the expiration of the five (5) days.

25. If the Union shall receive a report that an employer failed to pay the wage scale hereinbefore provided for, such employer shall be obliged to show proof satisfactory to the Union that he is living up to the wage scale of this contract.

26. If an employee should happen to have any grievance against the employer, such grievances shall be given to the Union within fifteen (15) days of the date it arose otherwise said grievances shall be considered void.

27. In the event that legislation is enacted by the Federal or State Government which should happen to provide for shorter working hours, this agreement shall be deemed to confirm automatically with the changes provided in such law.

28. It is the earnest desire of both the union and the employer that this agreement shall operate with due respect for the rights and privileges of the employer and employees alike and that it shall be administered as far as humanly possible for the best interests of all concerned.

29. This agreement shall be in force for a period beginningto May 1, 1940, and shall continue thereafter until such time as either party shall give the other party fifteen (15) days notice in writing of its or his desire to terminate or change this agreement on If no such notice is given, the contract shall automatically be in force for another year.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this day of, 19.....

By

AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN LOCAL NO. 12.

By

By

By



Meat #12
Duluth, Minn.
5-1-40