

To be returned

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Retail Clerks # 1445 (AFL)
Boston, Mass.
X 2-44?

CONFIDENTIAL

Exact copy of contracts used for both
Supreme Markets Inc and United Markets, I 2-43

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AGREEMENT

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AGREEMENT between SUPREME MARKETS, INC.. of Boston, Suffolk County, Massachusetts (hereinafter called the "Employer", its successors or assigns and RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION and LOCAL No. 1445 of said Boston and Local No. 224 of Quincy, Massachusetts, both of said RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION, affiliated with the American Federation of Labor (hereinafter called the "Union"), for and in behalf of all employees of the Employer in its Dorchester, South Boston and Cambridge and Quincy stores, and in any other stores it may now have, or in the future have, during the life of this agreement within the jurisdiction of Local Unions No. 1445 and No. 224, in the Commonwealth of Massachusetts (excluding persons engaged exclusively in office, telephone operative, first aid work, baking, and persons in a supervisory capacity) and such employees of the Employer who are not directly under the jurisdiction of Locals Nos. 1445 and 224.

ARTICLE I

MEMBERSHIP IN THE UNIONS

- (a) The Employer agrees that in reference to such of its employees who are covered by this Agreement, it will retain in its employ only members in good standing in the Unions.
- (b) New employees, not members of the union, shall, within five (5) days of the date of their employment, make application for membership in Locals Nos. 1445 or No. 224.
- (c) The Employer agrees to notify the union within five (5) days of the date of employment of new employees coming under the jurisdiction of the Union, of their names, addresses and date of employment.
- (d) The Union agrees to forthwith admit said employees into membership in Local Nos. 1445 or No. 224, PROVIDED that said new employees comply with the rules and regulations of said Unions. Failure on the part of new employees to make application for membership in the union, within the prescribed time, and on notification by the union to the employee, will necessitate the immediate discharge of the employee in question, by the employer.

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ARTICLE II

JURISDICTION

Locals Nos. 1445 and No. 224 agree that all questions of jurisdiction between them and Unions affiliated with the American Federation of Labor, shall be, insofar as these unions are concerned, settled by the Unions involved under contract with the Employer; and that there shall be no strike, stoppage or cessation of work as a result of any such jurisdictional dispute.

ARTICLE III

PREFERENCE IN EMPLOYMENT

It is understood and agreed that members of the Union, if available shall be given first preference in all work over which the Union has jurisdiction.

ARTICLE IV

DEDUCTION OF DUES

The Employer agrees to honor "written requests" of employees, to deduct Union dues, and said employer will remit the same to the authorized representative of the Union.

ARTICLE V

LEAVES OF ABSENCE

Any member of the Union, being elected to office in the Union, or as a delegate to any Union activity necessitating temporary leave of absence, shall be granted such leave of absence and shall, at the end of the term of his office, and/or his mission, be restored to his former position by the employer.

ARTICLE VI

VISITING STORES

The Union agrees not to carry on union activities during business hours in the store or stores of the employer; however this clause will not prevent Union officials entering on the premises at all times to assist in the carrying out of the terms of this agreement.

ARTICLE VII

TRANSFERS

(a) In case of permanent transfer of employee from one store to another, it is agreed herein that only with the consent of the employee involved shall such transfer be made, with extra carfare and expenses to be compensated.

(b) In case of a temporary transfer of any employee from one store to another it is agreed that the consent of the employee shall first be secured, and that any extra carfares, or other expenses incurred as a result of such transfer, the employee shall be compensated for such additional expenses by the Employer.

ARTICLE VIII

SICKNESS or ACCIDENT

(a) In the event an employee is unable to work due to accident or sickness, such employee shall be reemployed at such time as he, or she, is able to resume duties PROVIDED the employee is capable of continuing such employment.

(b) All regular full time employees covered by this agreement shall be granted ten (10) days sick leave, with full pay in case of sickness, accident, or death in the family.

(c) In case of death in the family of any employee covered by this agreement, said employee shall be compensated with full pay for time lost as a result of this happening.

ARTICLE IX

REGISTERS

(a) In those stores in which each employee handling cash has his, or her, own cash drawer, no employee shall be held responsible for shortages in their cash drawer unless he, or she, has been given their reading before making the first sale; and the privilege of counting his, or her, cash; and has been given their register readings after the cash has been counted at the end of the employee's work day. Only one employee shall be empowered to ring up on the cash register drawer for which he, or she, is responsible. No refunds to be paid out of the registers without a "payout" voucher. No employee to be held responsible for more than one cash register drawer at any time, and no one, other than the employee who is responsible for the drawer shall ring such cash register drawer.

(b) No new employee shall be permitted to operate a cash register unless they have had at least thirty (30) days employment; and in the event that during rush periods it is found necessary that they use the cash register, they shall not be chargeable for any shortages occurring therein.

(c) It is agreed that no employee, at any time, shall be chargeable for any shortages that may occur unless the cash drawers are individually locked with separate locking devices that cannot be manipulated.

(d) The employer must notify the employee, no later than 12 o'clock noon on the following work day, of any shortages.

ARTICLE X

MILITARY SERVICE

(a) Any regular full time employee covered by this agreement who has been in the employ of the Employer continuously for one (1) year or more, who may enter any branch of the land, air or naval armed forces of the United States shall receive two (2) weeks' normal pay at the time of his, or her, induction into the service and shall be entitled to reinstatement in employment and other benefits as described in the "National Guard and Reserve Officers Mobilization Act" (Public Resolution No. 96, 76th Congress, approved August 27, 1940, amended September 16, 1940, by Public Act. No. 783).

(b) If employee is drafted by the Manpower Commission he, or she, shall receive one (1) week's wages upon leaving.

(c) Those drafted by the War Manpower Commission shall be restored to their former positions at the conclusion of their duties.

ARTICLE XI

SENIORITY

In case of layoff, the last man, or woman, hired shall be the first to be laid off and shall be reemployed on the same priority basis.

ARTICLE XII
SANITARY CONDITIONS

The rest rooms and toilets shall be kept in a clean state and free from odors arising from any drain, lavatory, or other nuisance, and shall be provided within reasonable access with sufficient number of toilet appurtenances for the use of persons employed in the stores covered by this agreement.

ARTICLE XIII

L A U N D R Y

All laundry and equipment required by the Employer to be used by the employees is to be supplied by the Employer at no cost to the employees. The union agrees that the employees who use said equipment will do so with reasonable care, and only for the express purposes for which they are furnished.

ARTICLE XIV

V A C A T I O N S

(a) Employer agrees that all regular full time employees who have been in the continuous employ of the Employer for nine months prior to September 1st in the current year, shall receive a vacation of one (1) week with pay each year; and all employees, on a full time basis, who have been in the continuous employ of the Employer for eighteen months next prior to May 1st in the current year, shall receive a two (2) weeks' vacation with pay; the vacation period to be designated by the Employer between May 1st and October 1st. Time lost by sickness or accident shall not be deducted in determining the eligibility of an employee for vacation, as herein provided.

(b) All employees having two or more years' service with the Employer shall be given one (1) week's vacation with pay, in the winter months, at such time as designated by the employer.

(c) Part time workers, in the continuous employment of the Employer for one year or more shall receive vacations proportionate to full time workers.

ARTICLE XV

H O L I D A Y S

The following full holidays shall be observed by the Employer: New Year's Day, Washington's Birthday, April 19th, Memorial Day, Independence Day, Labor Day, October 12th, November 11th, Thanksgiving Day and Christmas Day. It is understood and agreed, however, that any holiday, in addition to the aforementioned, agreed to be recognized by either Federal, State or local laws, shall be granted to the employees under this contract.

ARTICLE XVI

H O U R S

The work week shall consist of forty-four hours of five days per week for all full time male employees; and forty hours, five days per week for all female employees.

No employee shall be required to work more than one (1) long day in any week. In weeks in which a full holiday (referred to in Article XV) occurs, forty hours shall constitute a week's work for full time male employees and thirty-six hours for full time female employees.

Any employee who works thirty-six hours or more in any one week shall be considered a "full time employee."

ARTICLE XVII

GENERAL CONDITIONS

(a) Employees' privileges, heretofore existing, shall continue under this agreement and the Unions agree there shall be no abuse of such privileges.

(b) The employer agrees that he will not enter into any individual agreement with any employee covered by this agreement which is contrary to the terms herein.

(c) There shall be no reduction in wages as a result of the adoption of this agreement.

(d) Lockers shall be provided for each individual employee.

(e) Sufficient heating equipment shall be supplied in stores covered by this agreement for the comfort of the employees, and to preserve their health.

(f) When additional help is needed preference in employment shall be given, on a seniority basis, to part-time workers.

(g) All part time workers must be notified at quitting time the night before of his, or her, hours of employment the following day, and no employee shall be called in to work, shall be compensated for less than four (4) hours pay for such call.

ARTICLE XVIII

W A G E S

(a) MALE EMPLOYEES:

Department Managers (head clerk).....	\$42.50	per week
Minimum rate (1st year).....	27.00	" "
After 1 year's experience.....	29.00	" "
After 2 year's experience.....	31.00	" "
After 3 year's experience.....	33.00	" "
After 4 year's experience.....	35.00	" "
Part time workers.....	.65	per hour

(b) FEMALE EMPLOYEES:

Department Managers (head clerk).....	\$40.00	per week
Minimum rate (1st year).....	25.00	" "
After 1 year's experience.....	27.00	" "
After 2 year's experience.....	29.00	" "
After 3 year's experience.....	31.00	" "
After 4 year's experience.....	33.00	" "
Part time workers.....	.65	per hour

ALL EMPLOYEES: Any man, or woman, taking the place of the Manager shall receive the manager's pay when performing the manager's duties.

(a) Time and one-half to be paid to all employees for work performed after closing hours of the store.

(b) Overtime, at the rate of time and one-half, to be paid for those working in excess of the maximum number of hours per day.

(c) Overtime, at the rate of time and one-half, to be paid to full-time employees for hours worked in excess of the agreed work week, and for work performed on holidays when the remainder of the store is closed.

(d) Premium wages now being paid to be continued during the life of this agreement.

(e) It is understood that reference to "experienced" help, in this contract, is understood by the parties hereto, to mean "experience at the business, rather than experience in the Employer's own place of business."

(f) Every employee, not covered by the foregoing wage scale shall receive 15% wage increase.

ARTICLE XIX

ARBITRATION

In the event that a grievance shall arise, including any question of the discharge of any employee, and in the event that the Union and the Employer are unable to arrive at a satisfactory settlement of the grievance within a reasonable time, but no more than one (1) week, after first discussion between the Employer and the representative of the Union; then the grievance shall be referred to the State Board of Conciliation and Arbitration whose decision shall be final and binding on both parties. In the event of any grievance over a discharge, the Union shall notify the Employer of such grievance within one (1) week of the discharge.

ARTICLE XX

DURATION

This agreement shall take effect as of February ____, 1943 and shall continue in force and effect to and including February ____, 1944, and thereafter, unless thirty (30) days prior to February ____, 1944, either party gives written notice to the other that it desires to amend, alter or terminate this agreement. Such written notice shall contain a draft of any proposed new agreements, amendments or alterations.

It is expressly understood and agreed, however, that this agreement may be opened within six (6) months of the signing of same, by either party, for revision of wages and hours only.

IN WITNESS WHEREOF we hereto set our hands and seals (both parties by their duly authorized officers and representatives)

this _____ day of February, A. D. 1943.

RETAIL CLERKS INTERNATIONAL
PROTECTIVE ASSOCIATION
Local No. 1445

SUPREME MARKETS, INC.

By _____

By _____
Treasurer

By _____

RETAIL CLERKS INTERNATIONAL
PROTECTIVE ASSOCIATION
Local No. 224.

By _____

By _____