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Retail and Education Collective Bargaining
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Collective Bargaining Agreements

7-1-1940

Morley-Murphy Company and Sales and Service Union, Retail Clerks International Protective Association, Retail Clerks International Protective Association, Local 1343, AFL (1940)

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Morley-Murphy Company and Sales and Service Union, Retail Clerks International Protective Association, Retail Clerks International Protective Association, Local 1343, AFL (1940)

Location

Milwaukee, WI

Effective Date

7-1-1940

Expiration Date

July 1942

Employer

Morley-Murphy Company

Union

Sales and Service Union, Retail Clerks International Protective Association

Union Local

1343

NAICS

44

Sector

Private

Item ID

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Retail Clerks #1343

Milwaukee, Wis.

(AFL) 7-1-42

CONFIDENTIAL

A G R E E M E N T

THIS AGREEMENT, entered into this 1st day of July, 1940, by and between the MORLEY*MURPHY COMPANY, hereinafter referred to as the Employer, and the RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION, through its agent, the SALES AND SERVICE UNION, LOCAL NO. 1343, affiliated with the American Federation of Labor, hereinafter referred to as the Union.

WITNESSETH:

ARTICLE I

The Employer agrees to recognize the Union as the sole bargaining agent for all of his employes in the service department, subject to the jurisdiction of the Union, in the matter of wages, hours, and working conditions. (Office, clerical, sales, and supervisory employes are excepted from the terms of this contract).

It is agreed that all employes who on June 27, 1939, were members in the Union, and all employes who hereafter become members in the Union shall maintain their membership in good standing in the Union in order to maintain their employment.

ARTICLE II

Holidays to be observed are: New Year's Day, Independence Day, Decoration Day, Thanksgiving Day, Christmas, Day, Labor Day, and such other holidays as may be mutually agreed upon five (5) days in advance. Absolutely no work shall be permitted on Labor Day. Double time shall be paid if the Employer required employes to work on the above designated holidays.

ARTICLE III

All regular employes who have been in the continuous employ of the Employer named herein for one (1) year or more on May 1st of the current year and May 1st of each year thereafter during the life of this agreement shall receive one (1) week's vacation with full pay, said week's vacation to be taken during the period May 1st to October 1st of each year, the week to be specifically designated by Employer for each employe.

Continuous employment shall be held to not include employes who have been laid off, or are unemployed because of sickness, or otherwise, more than one month during the vacation year.

ARTICLE IV

The Employer will practice the principle of seniority so that in slack periods, necessitating the lay-off of service employes, those last hired shall be the first laid off, and in rehiring these last laid off shall be the first rehired.

No new employes shall be hired while any old employes are laid off.

ARTICLE V

The Employer agrees that any work given out, coming under the jurisdiction of the A. F. of L. Building and Construction Trades Council shall be given to a firm or contractor who is recognized by the A. F. of L. Building and Construction Trades Council as fair and who hires A. F. of L. employes.

ARTICLE VI

It is hereby agreed that the Union may have accredited representatives to be known as a Grievance Committee of five (5) members to be selected by the Union from employees of the Employer. It shall be the Committee's duty to receive complaints and to present them to the management. It is the intention of the parties that the Committee will, to the best of its ability, attempt to carry out the terms, provisions and intentions of this agreement, and to that end will co-operate with the management to the fullest extent. It is understood and agreed, however, that the Committee shall have no authority of any kind, save that given it under this agreement.

ARTICLE VII

WAGES AND HOURS

The specific wages paid to all present employees in the Service Department are set forth on attached Schedule "A", and are made a part of this Article and this Agreement.

All employees shall be paid bi-weekly by cash or by negotiable demand check.

Wages shall not be withheld for any cause, nor shall any employee be subject to any deductions except by State or Federal Law, or except for advances made to employees by the Employer, or charges for merchandise, (or other charges authorized by employees which do not effect a reduction in pay).

The Employer agrees to pay for all Sunday work at the rate of double time.

No employee (except office, clerical, sales and supervisory employees) shall be permitted or required to work more than forty-seven (47) hours in any one week, Monday to Saturday inclusive, except as provided herein.

Where employees other than office, clerical, sales, and supervisory employees work more than forty-seven (47) hours, they shall be paid at the rate of time and one-half.

No employee other than office, clerical, sales, and supervisory employees shall be permitted or required to work more than eight and one-half ($8\frac{1}{2}$) hours in any one day. All work in excess of eight and one-half ($8\frac{1}{2}$) hours per day shall be paid for at the rate of time and one-half. One (1) hour shall be allowed for lunch after not more than four (4) consecutive hours of work.

If a service job requires an employee to go to another city or town, the Employer shall pay all expenses from the time of leaving to the time of returning to the Employer's place of business.

Where apprentices are hired for any such job the wages paid them shall be negotiated between the Employer and the Union.

ARTICLE VIII

In case any dispute arises concerning the interpretation of this agreement or any grievance that cannot be adjusted amicably between the Employer and the Grievance Committee, then the matter shall be submitted to a board of arbitration to be selected as follows within five (5) days of receiving demand for arbitration (if either party fails to name its arbitrator within said five (5) days, then the dispute shall automatically be decided against the defaulting party):

One (1) member to be selected by the Employer, one (1) by the Union, and these two (2) shall meet within three (3) days and select a third party to act as chairman. In case these two (2) cannot agree on a third party within three (3) days, the Calendar Judge of

the Circuit Court of Milwaukee County shall designate the third party, and their decision shall be final and binding on both parties. The board shall meet and decide the case without delay.

ARTICLE IX

This Agreement shall remain in full force and effect from the 1st day of July, 1940, to the first day of July, 1940, and thereafter from year to year unless either party gives notice in writing to the other at least thirty (30) days prior to July first of each year thereafter, stating the article or articles which he desires to have amended, cancelled, altered, or changed; and as to the remainder of the agreement, it shall remain in full force and effect for an additional year or until terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 1st day of July, 1940.

RETAIL CLERKS' INTERNATIONAL
PROTECTIVE ASSOCIATION

SALES AND SERVICE UNION,
LOCAL NO. 1343:

MORLEY-MURPHY COMPANY

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