

Labor Contract

BETWEEN

**Albert H. Weinbrenner
Company**

AND

**Boot and Shoe Workers
Union, Local No. 688**

Merrill Branch



February 1, 1946

WHEREAS, the parties hereto are desirous of promoting and maintaining a harmonious relationship between the Employer and its employees, and in order to facilitate a peaceful adjustment of all grievances and disputes which may arise from time to time between the employer, its employees and the Union.

NOW, THEREFORE, this Agreement made and entered into by and between A. H. WEINBRENNER COMPANY, a Wisconsin corporation of Milwaukee, Wisconsin, hereinafter called the Employer, and the BOOT AND SHOE WORKERS UNION, LOCAL NO. 688, hereinafter referred to as the Union.

WITNESSETH:

1. The Employer recognizes the Union as the sole collective bargaining agent for all of the production workers and General Department employees (but excluding office employees) employed in its plant at Merrill, Wisconsin, during the life of this Agreement, for the purpose of collective bargaining respecting rates of pay, hours of employment, and shop conditions. The Shop Council composed of employees covering the several factory departments shall be recognized as an agency of the employees for negotiating for said purposes. Union officials shall assist in such negotiations when requested.

2. It is understood and agreed that all employees coming under the scope of this agreement shall become and remain members of the Union during the life of this Agreement, pursuant to the vote on the "all-union agreement" election conducted by the Wisconsin State Labor Board. The Company agrees not to retain any employee coming under the scope of this agreement in its employment after receiving written notice from the Union that such worker is suspended from the Union, and requesting the Company to discharge such employee.

3. The parties mutually agree to cooperate fully for harmonious relations and maximum production.

4. In the event an employee shall be found to have been unjustly discharged, he shall be returned to his former position without loss of seniority and shall be paid his average rate of pay for time lost.

5. Employees shall not be laid off or discharged without advance notice to the Shop Council. If the Employer and the Union cannot agree upon the discharge of an employee, the case shall be referred to arbitration in accordance with Paragraph 13 hereof.

6. The Employer shall not discriminate against its employees, the Union, or any member of the Union because of his or her legitimate activities in union affairs.

7. Shop Collectors shall be allowed to collect dues in the factory.

8. Seniority: The Company agrees to recognize and respect the seniority rights of all employees by department and operation. Employees shall be laid off and rehired according to length of service. In the event there is a vacancy in any department the employee in the department having the greatest seniority shall be given the promotion, provided the employee is willing to accept such promotion and, in the opinion of the Shop Committee and the Employer, the employee is capable of performing such work. Each new employee shall serve a probationary period of one month during which time the Employer may dispense with the services of such new employee at any time such new employee proves to be unsatisfactory to the Employer, in the Employer's sole discretion. Seniority rights shall prevail during probationary period.

9. When an employee is expected to report for work and so reports, and is then sent home because the Company fails to supply him with work, he shall receive not less than four (4) hours' pay at his average rate of pay. Provided, however, if the failure to supply work is occasioned by reasons over which the Company has no control, the Company shall not be obligated to make any payment as hereby provided.

9a. Employees on piece-rates, who have to stand idle 15 minutes or longer because of lack of work or breakdown, shall receive their average rate of pay for all idle time. It is understood, however, that no payment shall be made for idle time periods of less than 15 minutes, and each idle time period, on account of lack of work or breakdown, shall be a separate period. Employees must report to foreman or time clerk at start of idle period and finish of idle period to participate.

10. Employees may be shifted from one operation to another in emergencies, but shall be paid average hourly earnings of the regular operation based on the last Social Security report. And, an operator shifted from his regular job shall be the one with the least seniority and who is capable of performing the work on the other job.

11. Forty (40) hours shall constitute a full weeks' work at eight (8) hours per day, five (5) days per week, Monday through Friday. Time and one half shall be paid for all overtime in excess of eight (8) hours in any one day and for all time in excess of forty (40) hours in any one week and for all Saturday work. No holiday shall be made up during a work week. Work on the following legal holidays and Sundays shall also be compensated for at time and one half: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. In the event of enactment of any Federal Law limiting the number of hours to less than forty (40) hours per week and not covering the weekly wage, both hourly rates of pay and piece-rate prices shall be subject to immediate re-negotiation between the parties and retroactive to the date the hours were reduced. When an employee is inexcusably absent from work Monday through Friday, he shall not receive overtime pay for Saturday work until he has worked a total of forty (40) hours for that week. But all time losses caused by the Employer shall be considered as scheduled work time in computing overtime pay for Saturday work. The regular eight (8) hours shall be worked between 7 A. M. and 6 P. M. Any time before or after shall be paid at the

rate of time and one-half. When an employee is absent or late in reporting for work when work is available on his job from 7 A. M. to 6 P. M., he shall not receive overtime pay until he has worked a total of eight (8) hours in that day.

12. The average rate of pay shall be paid on any operation pending rate of pay settlement. If the parties cannot agree on wage scales, such dispute shall be submitted to arbitration in accordance with Paragraph 13 hereof. It is understood and agreed that any piece rate put into effect is on a trial basis for thirty (30) days and subject to re-negotiation.

13. Should any grievances or disputes arise between the Employer and the Union or employees, there shall be no strike, suspension, slowdown, or interruption of work on account of such grievances or disputes, but the same shall be adjusted between the Employer and the Union. If satisfactory settlement is not reached, the grievances or disputes shall be submitted to arbitration. On written request for arbitration, by either party hereto to the other, each party, the Employer and Union, shall designate, in writing, an arbitrator to serve on the Board of Arbitration within five (5) days of the request for arbitration, and said two arbitrators shall attempt to settle, adjust and determine the grievances or disputes. Upon failure of the two arbitrators so chosen to agree within five (5) days of the submission of the controversy to them, they shall select a third person to act with them on the Arbitration Board. If the said two arbitrators fail to agree upon a third arbitrator within five (5) days of the submission of the controversy to them, then immediately thereafter the parties shall request the U. S. Department of Labor Conciliation Service to designate the third arbitrator. The three thus chosen shall meet promptly and determine the matters submitted to them for decision, and their decision shall be final and binding on all parties involved. The cost of arbitration shall be divided equally between the Employer and the Union.

14. When an employee is transferred from his regular job to another job for the convenience of the Employer, he shall be paid his average rate as established on his regular job. When there is no work for an employee on his regular job, he may accept work on a job of lesser skill in preference to going home, and in such case the rate of pay for lesser skilled jobs shall apply. The average rate shall be based on the last Social Security report. When an employee is promoted to a job of higher skill, the rate of pay during the learning period on the new job shall be decided by the Shop Committee in the department where such promotion occurs and the Employer and the employee.

15. VACATIONS:

1. Employees covered. There shall be a vacation with pay for all eligible and qualified employees coming under the scope of this agreement.

2. Basis of computing vacation pay.

A. All employees who have been in the employ of the employer continuously for one year or more but less than five years on or before June 30, 1946, shall receive 2% of their previous 12 months earnings as their one week's vacation pay.

B. All employees who have been in the employ of the employer continuously for five years or more shall receive 4% of their previous 12 months earnings as their two week's vacation pay.

3. Period used in figuring vacation pay. It is agreed that the period from June 1st of the previous year to May 31st "inclusive" shall be used to determine the amount of vacation pay each eligible employee is to receive.

4. Forfeits of vacation claims. It is agreed any employee discharged for cause or any employee quitting the employ of the Company on his own volition prior to June 30th of the vacation year shall forfeit all claim to any vacation pay.

5. Time off for vacation. The employer agrees to grant one week of actual time off but reserves the right, if found necessary, to have employees entitled to two week's vacation work the second week. Employees required to work the second week shall receive their vacation pay in addition to their regular earnings for that week.

6. Time of vacation any payment of vacation checks. It is agreed that the vacation week shall be the week of July 4th. The vacation checks shall be paid on the last regular payday preceding the vacation week.

7. A.—All employees who are absent and on leave from their jobs because of military duty for the United States Government shall be given full credit of this absence as time worked in computing their continuous employment for vacation pay.

B.—It is agreed, should any employee during the course of the year prior to June 30th of the vacation year be laid off because of lack of work or other reasons beyond his control, or absent on leave of absence, or absent because of sickness, shall receive the vacation pay he has accumulated up to June 1st and shall be given full credit of this absence as time worked in computing their time of continuous employment.

16. Any employee who leaves his employment for the purpose of induction into the land or naval forces of the United States, pursuant to the United States Selective Training and Service Act, whether by draft or enlistment, shall be entitled if he be still qualified to perform the duties of such employment and makes application to the Employer for re-employment within ninety (90) days after he is released from such training and service, to be restored to his former position or to a position of like seniority, status and pay unless the employer's circumstances have so changed as to make it impossible or unreasonable to do so, and the Employer may lay off if necessary, in accordance with seniority rights, any employee hired to fill such former employee's position

in order to restore such former employee to such position.

17. Any employee who is injured while on the job, upon returning to work, shall be given a chance to try his old job. If he is not capable of handling it, he shall be given another job and receive the rate of pay for the job he performs.

18. When a job is open in any department, the employer agrees to post the vacancy for 24 hours. Any employee may sign for the vacancy. However, the employee with the greater seniority shall receive the promotion. It is understood that the Company and committee may, if found necessary, select a temporary operator for the job until a permanent operator is determined.

19. It is understood and agreed that in the event it is necessary to take a time study on any operation to establish a new piece price or to adjust piece prices now in effect, the time study shall be taken by the Company and submitted to the Union for approval. If found to be unsatisfactory the time study shall be re-taken with a representative of the Union present.

20. This Agreement shall remain in full force and effect from the date hereof to February 1, 1947, and shall continue in full force and effect from year to year thereafter, unless either party desiring to alter, change or terminate this Agreement, gives written notice thereof to the other party not less than sixty (60) days prior to the expiration date, or any anniversary thereof.

In Witness Whereof, the Employer and the Union have executed this Agreement by their respective officers duly authorized thereto this twenty-eighth day of February, 1946.

ALBERT H. WEINBRENNER COMPANY,
H. R. Mueller, V. P.

BOOT AND SHOE WORKES UNION LOCAL
NO. 688,

Elmer Heckendorf, Pres.,
Louis Peeters, Fin. Sec'y-Treas.