

CONTRACT

Between

STREAMLINE GRO. CO.

And The

**RETAIL CLERKS INTER-
NATIONAL PROTECTIVE
ASSOCIATION**

Local 639-A

WASHINGTON, D. C.

AGREEMENT

This agreement made this... 30TH...
day of ... MARCH ... 19. 38...

by and between the.....,
a corporation hereinafter referred to as the
Employer and Local of the Retail
Clerks International Protective Association,
A. F. of L., of Washington, D. C., hereinafter
referred to as the Union.

WITNESSETH:

That whereas the parties to this agree-
ment desire to establish and maintain a
mutual understanding, to create harmonious
relations between the Employer and the em-
ployees and to abide by this contract to
settle any and whatever dispute may arise
between them, it is therefore, by both parties
understood and agreed that:

I

The Employer recognizes the Union as the
exclusive bargaining agency for all its em-
ployees employed as grocery managers or
clerks in its stores within a radius of 25
miles of Washington, D. C.

All employees covered by and classified
in this agreement in the employ of the Em-
ployer within a 25 mile radius of the Dis-
trict of Columbia shall be members in good
standing of the Union. All vacancies shall
be filled by members of the Union, or by
such persons, selected by the Employer who
will become members of he Union within 30
days.

II—HOURS

The maximum unit of hours to constitute a day's work shall be 10 hours on Monday, Tuesday, Wednesday, Thursday, and Friday, and 12 hours on Saturday, exclusive of 30 minutes per day from Monday to Friday and one hour on Saturday for lunch and/or supper.

The maximum unit of hours to constitute a week's work shall be 54 hours exclusive of lunch and/or supper hours.

The employer shall have the right to divide the employee's work week into as many as six shifts, each of such length as he may determine and shall have the right to designate the shifts, schedule of hours, and starting time of each employee. The foregoing maximum number of shifts shall not be construed as a minimum and the employer shall have the right to designate fewer shifts than six, provided that the maximum number of hours on any one day, Monday to Friday, inclusive, on any shift shall not exceed 10 hours exclusive of lunch time, and/or on Saturday the maximum number of hours shall not exceed 12 hours exclusive of lunch and/or supper time, provided that each employee shall have one full half day off each week excepting during a week in which there is a holiday as hereinafter specified, such half day to be on days other than Friday or Saturday.

Overtime shall be worked when necessary and shall be computed on a daily basis in accordance with the shift designated by the employer. Where, in order to comply with

the weekly maximum number of hours herein provided, the employer designates a schedule for any one day in the week of less than the maximum number of hours herein provided for that day and requires the employee because of emergency or otherwise to work longer than such designated schedule, he shall pay overtime for such additional time.

The Union agrees that its members shall be at stores ready to do business fifteen minutes prior to the time for starting the day's work and that not to exceed thirty minutes after closing time Monday to Friday inclusive and one hour on Saturday or on the eves of hereinafter specified holidays shall be allowed to its members to clean up.

Every member of the Union employed by the Employer having one year or more of service prior to April 1, 1938, shall be entitled to one week's vacation with full pay.

New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be full holidays. All holidays falling on Sundays shall be observed on Mondays.

The Union agrees that its members shall take quarterly inventories without compensation.

III—WAGES

The minimum wage to be paid grocery managers shall be not less than \$40.00 per week.

The minimum to be paid grocery clerks shall be as follows:

First three months.....	\$21.00
Next three months.....	\$23.00
After one year.....	\$25.00
After two years.....	\$28.00

It is mutually agreed that a minimum of \$21.00 per week will apply as soon as a clerk is employed on a full time basis but that each new clerk employed is to be on probation for a period of two (2) months. If during this two month period, it is found that this man is not suitable for the business his services are to be terminated at the employer's discretion.

Extra men with more than one year's experience with he Employer shall be paid 45c per hour. Extra men with less than one year's experience shall be paid 40c per hour.

Overtime shall be paid for at time and one-half rates.

IV—SENIORITY

Vacancies occurring in the several types of employment shall be regulated according to seniority, both with respect to lay-off and appointment; ability, qualifications, experience and record with the company being reasonably equal.

V—LINEN

The Employer agrees to furnish all linen for the employees and the Union agrees that all its members shall look presentable to the public and to the best of their ability work for the interest of the Company, by

attempting to increase the sales at all times. The Union agrees that its members will keep the markets in high class sanitary conditions at all times.

VI—DISCHARGE

The Employer shall have the right to discharge any employee who is a member of the Union for good cause, such as dishonesty or intoxication, provided however that no member of the Union shall be discharged or discriminated against because of membership in the Union or Union activities.

The Union agrees that neither it nor its members will engage in Union activities on the Employer's time or in the Employer's stores, provided, however, that representatives of the Union shall have free approach to the Employer's stores.

VII—NO STRIKES OR LOCKOUT

It is mutually agreed that there shall be no strikes or lockouts during the existence of this agreement. The Union agrees that during such time it will not order, but will use every effort to prevent, cessation of work by any of its members employed by Employer, for any reason, and especially for the following reasons:

- (a) Union jurisdictional disputes;
- (b) Sympathetic strikes.

VIII—GRIEVANCE COMMITTEE

To the end that any or all controversies which may arise during the life of this agreement shall be settled properly, it is

hereby mutually agreed between the Employer and the Union that there shall be established within ten days after the effective day of this agreement a Grievance Committee consisting of two members to be designated by the Employer and two members to be designated by the Union. In the event of a deadlock on any question, these four shall choose a fifth and neutral member of the Committee.

IX

The Grievance Committee shall consider any controversy arising under this contract between the Employer and the Union, and shall if possible, adjust any controversy without reference to the impartial Chairman. When any such controversy cannot be so adjusted the impartial Chairman shall be called in and a majority decision of these five shall be final and binding upon the parties for the period of this agreement.

The Grievance Committee shall meet within twenty-four hours after being notified by either party of that party's desire for its consideration of a controversy. If, within five days after notification, the Committee is unable to adjust the controversy, it shall call upon the impartial Chairman, and a decision shall be reached within 30 days.

During the consideration of any such controversy neither party shall change the conditions existing at the time the controversy arose, nor utilize any coercive or retaliatory measures to compel the other party to accede to its demands.

The expenses of the impartial Chairman shall be borne by the parties equally. /

X—SHOP CARD

The Union agrees to do all in its power to further the interests of the Employer signing this agreement and further agrees to furnish to the Employer at least one Union store card for each of the Employer's stores covered by this agreement, to be displayed on the premises. Such cards shall remain the property of and shall be surrendered to the Union upon demand. The Union further agrees that it will promote the welfare of the Employer's business to the best of its ability among the various American Federation of Labor Unions in this locality and the public at large, so long as no grievance exists.

XI

No member of the Union shall suffer a reduction in wages by any provision in this contract.

XII

This agreement shall continue in effect from MARCH 30TH....., 1938, until August 31, 1938, and shall continue in effect from year to year after August 31, 1938, unless either party serves notice, in writing, August 1 of any year thereafter, of a desire either for termination of or for changes in the agreement. In the event either party serves such notice in respect of changes in the agreement, it is mutually agreed that the

Employer and the Union shall immediately begin negotiations on the proposed changes, and that pending the result of the negotiations, neither party shall change the conditions existing under the contract.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 30TH day of MARCH, 1938.

For the Employer:

Mr. Seavy.

For the Union:

P. M. COULTER
GEN. ORG.



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

Clarks # 639 A
Wash. D.C.
8-31-38

May 20, 1938

Mr. V. H. Rice, Sec'y
Retail Clerks' International
Protective Ass'n #639
1003 K Street, N. W.
Washington, D. C.

My dear Mr. Rice:

We have in our files a copy of your agreement with Sanitary Grocery Company.

In order to keep our files of union agreements up to date, I should be grateful if you could conveniently send us a copy of your new agreement, if you now have an agreement in force. We shall be glad to type a duplicate and promptly return the original if you have only one copy available. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general information, in such a way as not to reveal the name of the union.

We shall be very grateful for your assistance. The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

Isador Lubin

Isador Lubin
Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement

Sanitary Gro Co.

(If more than one employer, please list on reverse side)

Number of companies covered by agreement

3

Number of union members working under terms of agreement

1300

Number of non-members working under terms of agreement

None

Branch of trade covered

Grocery

Date renewed

Date of expiration

Aug. 1938

Please check here if you wish the agreement returned

If you cannot send a copy of your new agreement, please note (on the reverse side of this letter) any changes from your previous agreement.

Streamline Gro Co
American Stores Co.
San. Gro Co.

3

