

THIS AGREEMENT Mutually entered into by and between RETAIL CLERKS' UNION of Spokane, acting as agent for the Retail Clerks' International Protective Association, an affiliate of the American Federation of Labor, hereinafter called the Union, and RETAIL FOOD INDUSTRY of Spokane (i. e. Safeway and Stone Stores, also Burgan's), hereinafter called the employer.

WITNESSETH: That for the mutual benefit of the parties hereto, it is hereby expressly understood that the following shall be the scale of wages, the limitation of hours, and the rules and working conditions to be observed by both parties to this Agreement.

- 1 - The Employer agrees to employ only members in good standing of the Union, or such persons as are eligible to membership who will make application within one (1) week after employment and become members within thirty (30) days.
 - (a) It is understood that when possible, members of the Union in good standing shall be given the preference when hiring new employees.
 - (b) The Employer shall be the sole judge as to the competency and qualifications of his employees: provided, however, that no employee shall be discharged or discriminated against for any lawful union activity, or for performing services on a Union Committee outside of business hours, or for reporting to the Union the violation of any provision of this Agreement.
- 2 - Forty-eight (48) hours per week, consisting of six (6) days of eight (8) consecutive hours each (with the exception of not more than one hour out for lunch each day) shall constitute the work week for employees. A reasonable closing and clean-up period will be allowed, as follows: not more than 10 minutes or more than 15 minutes Saturday and the day before a holiday.
 - (a) All work in excess of the hours herein specified, and all work performed on Sundays or holidays, shall be paid at the rate of time and one-half, providing, however, that inventory periods shall be paid for at straight time, except when inventory is taken on Sunday or holidays, then time and one half shall be paid.
 - (b) There shall be a definite starting time from day to day for each employee and a regular weekly pay day.
- 3 - The following days shall be considered holidays with pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and all local holidays in those communities where they are observed. Where the date of any holiday falls on Sunday, the Monday following shall be observed.
 - (a) It is understood that any week in which a holiday falls shall be a forty (40) hour week. All work performed in excess of these hours during such week, shall be paid for at over-time rates.
 - (b) Regular part-time employees, not working the holiday, but on duty the working day before, and the working day after the holiday, shall receive pay for the holiday for their regular part-time shift at their regular rate. Regular part-time employees working on holidays shall receive pay at the rate of time and one-half for such holiday work.
- 4 - It is understood that all claims for over-time or back pay must be made within fifteen days of the pay day such shortage appears, except in cases where report of such shortage has been suppressed through coercion by the Employer.
- 5 - Employees with one continuous year's service with one Employer shall receive a minimum of one continuous week's vacation annually with full pay, time of such vacation to be determined by the Employer: provided, however, that any employee discharged after ten (10) months' continuous employment shall be entitled to five days' vacation, or equivalent pay, or if discharged after a full year's employment, shall receive a full week's vacation or equivalent pay. This is to be determined by the employer.
- 6 - Not more than one (1) apprentice or beginner clerk shall be employed in addition to each three (3) regular full-time Journeyman Clerks or major fraction thereof. This clause, however, shall not prevent a store from employing one (1) full time apprentice clerk only. In case of emergency this ratio may be changed by mutual consent.

7 - Previous provable experience of newly employed sales persons must be considered, unless four (4) years or more have elapsed since last employed in the industry.

8 - Extra employees not on a regular part-time shift shall receive not less than four (4) continuous hours work or equivalent compensation in any one day ordered to report for work, compensation to begin at the time of reporting for duty.

9 - Employees serving as Relief Managers, temporarily, shall receive reasonable additional pay.

10 - It is expressly understood that no employee receiving more than the minimum compensation, or enjoying more favorable working conditions than provided for in the Agreement, shall suffer by reason of its signing or adoption.

11 - The following wage scale shall prevail:

Classification
Male and Female Employees - 48 hours - Time and one-half over 48 hours.

First Month -----	.50 per hour	24.00 per week
Second Month -----	.52 " "	24.96 " "
Next 4 Months -----	.54 " "	25.92 " "
6 to 12 Months -----	.57 " "	27.36 " "
12 to 18 Months -----	.60 " "	28.80 " "
18 to 24 Months -----	.63 " "	30.24 " "
Over 24 Months-Journeyman	.65 ¹ / ₂ " "	31.44 " "

Part time employee same rate according to classification.

12 - Aprons, uniforms or any special wearing apparel required by the Employer shall be furnished and laundered by the Employer.

13 - It is also agreed that should any controversies arise between the parties of this Agreement as to its true interpretation, or as to any matters not provided for in this Agreement, the same shall be referred to a committee of two (2) representatives to be immediately named by the Employer and two (2) to be named by the Union. Should these four be unable to agree within a period of seven (7) days, they shall immediately select a disinterested fifth party to serve with them as a Board of Arbitration, said Board within seven (7) days to render a decision that shall be final and binding upon both parties. During arbitrations and/or negotiations there shall be no stoppage of work.

14 - The Union agrees, in consideration of the signing of this Agreement by the Employer, and for the period of the good and faithful performance of its provisions and covenants by the Employer, to lease to each store represented by the Employer, a Union Store Card, the property of and issued by the Retail Clerks International Protective Association.

15 - This Agreement shall be in full force and effect from and after January 1, 1945, until January 1, 1946, at which time it shall be automatically renewed for a period of one (1) year from said date, and thereafter for each year upon each anniversary of said date without further notice; provided, however, that either party may open this Agreement for the purpose of discussing a revision within sixty (60) days prior to said expiration date of each anniversary thereof upon written notice being served upon either party by the other.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

RETAIL FOOD INDUSTRY OF SPOKANE
STONES STORES & SAFEWAY STORES & BURGAN'S

(Signed) J. R. BABCOCK

For the Employer

(Signed) WALTER J. SIMMONDS,
Secretary-Treasurer

FOR THE UNION