

ARTICLES OF AGREEMENT

Between

**RETAIL FOOD AND DRUG
CLERKS LOCAL UNION
NO. 1105**

of Seattle and Vicinity



**Affiliated with the American
Federation of Labor**

and

**THE SEATTLE BAKERS'
BUREAU, INC.**

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THIS AGREEMENT mutually entered into this 10th day of November, 1939, by and between RETAIL FOOD AND DRUG CLERKS, LOCAL UNION NO. 1105, R. C. I. P. A., of Seattle and Vicinity, hereinafter called the Union, and the SEATTLE BAKERS' BUREAU, INC., of Seattle, Washington, 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 in respect to bakery and confectionary salespersons by both parties to this Agreement.

The Employer recognizes the Retail Food and Drug Clerks, Local Union No. 1105 as the sole bargaining agent for all salespersons coming under the provisions of this contract in Seattle and King County.

1. All Salespersons must be members of the Union, but the Employer shall be permitted the right to hire non-members of the Union, provided said non-members are eligible for membership in the Union and shall make application within one 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 preference in hiring new salespersons.

2. The Employer shall be the sole judge as to the competency and quali-

fications of the salespersons in his employ, provided, however, that no salesperson shall be discharged or discriminated against for any lawful Union activity.

3. Forty-eight hours per week not to exceed eight (8) consecutive hours in any one day, except for not more than one hour out for lunch, nor six (6) days in any one week shall constitute the work week for all salespersons.

(a) All work in excess of hours herein specified, and all emergency work shall be paid for at the rate of time and one-half.

(b) There shall be a definite starting time from day to day for each salesperson, and a regular weekly pay day.

4. The following days shall be considered holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and all local holidays in those communities where they are observed by member stores.

5. Salespersons after one continuous year's service with one employer, shall be entitled to one continuous week's vacation in each year with full pay, time of such vacation to be determined by the Employer, provided, however, that any salesperson discharged after ten months' continuous employment, shall be entitled to five (5) days' vacation or equivalent pay.

6. The following minimum scale of wages shall prevail:

FULL TIME	Male Per wk.	Female Per wk.
Head Salesperson	\$27.50	\$22.50
Clerk (Incl. Shipping & Order Clerk)	25.00	20.00
Senior Apprentice Clerk	22.50	17.50
Junior Apprentice Clerk	17.50	15.00

PART TIME	Male Per hr.	Female Per hr.
Head Salesperson	\$ 0.63	\$ 0.52
Clerk (Incl. Shipping & Order Clerk)57	.46
Senior Apprentice Clerk	.52	.40
Junior Apprentice Clerk	.40	.40

(a) There shall be one (1) Head Salesperson in each store or department in which three (3) or more regular full time salespersons are employed.

(b) Each Employer may employ not more than one Apprentice Clerk in addition to each three regular full time salespersons or major fraction thereof in his employ. This clause, however, shall not prevent a store from employing one Apprentice Clerk only.

(c) A Junior Apprentice Clerk shall be a Salesperson who has had less than one (1) year's experience in the industry. A Senior Apprentice Clerk shall be a Salesperson who has had one (1) year but less than two (2) years' experience in the industry; provided, however, that any newly employed journeyman salesperson may be paid the Senior Apprentice Clerk's

scale for the first four (4) weeks of his employment.

(d) Part time work shall be thirty-two (32) hours per week or less. It is understood that the part time rate shall apply to the first thirty-two (32) hours and the weekly rate to each hour thereafter; provided that no more than a full week's wages shall be paid for part time work.

(e) Extra salespersons shall receive not less than four hours' work or equivalent compensation in any one day ordered to report for work, compensation to begin at the time of reporting for duty.

(f) For the purposes of this agreement, experience acquired within the three years prior to the time of employment must be considered.

7. It is further expressly understood that no salesperson receiving more than the minimum compensation, or enjoying more favorable working conditions than provided for in this agreement, shall suffer by reason of its signing or adoption.

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

9. It is also agreed that should any controversies arise between the parties to this Agreement as to its true interpretation, except as to hours and wages as herein established, or as to

any matters not provided for in this Agreement, the same shall be referred to a committee of two representatives to be immediately named by the Employer and two 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 fifth disinterested party to serve with them as a Board of Arbitration, said Board to, within seven (7) days, render a decision that shall be final and binding.

10. 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 or operated by the Employer, a Union Store Card, the property of and issued by the Retail Clerks International Protective Association.

11. Upon compliance with all other provisions of this Agreement in a store where no salespersons are employed, the Union may accept the bona fide owner or owners of said store into membership as non-active members of the Union and to lease to said store a Union Store Card as herein provided.

12. This Agreement shall be in full force and effect from and after November 10, 1939, until May 1, 1940, at which time it shall be automatically renewed for a period of one year from said date, and thereafter for each year upon each anniversary of said date, without fur-

ther notice; provided, however, that either party may open this Agreement for the purpose of discussing a revision on May 1, 1940, and on each anniversary of said date upon written notice being served upon either party by the other, at least thirty (30) days prior to said date.

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

RETAIL FOOD AND DRUG CLERKS,
LOCAL UNION NO. 1105

RETAIL CLERKS INTERNATIONAL
PROTECTIVE ASSOCIATION

By.....

SEATTLE BAKERS' BUREAU, INC.

By.....

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