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ARTICLES OF AGREEMENT
RETAIL CLERK'S INTERNATIONAL PROTECTIVE ASSOCIATION
Local 309

This agreement entered into this 1st day of Feb, 1938 between the RETAIL CLERK'S INTERNATIONAL PROTECTIVE ASSOCIATION, Local 309 of Olympia, Washington and vicinity, hereinafter called the Union and _____, hereinafter called the Employer.

Witnesseth: That for mutual benefit of the parties hereto it is hereby agreed that the following shall be the scale of wages, the limitation of hours and the rules and working conditions to be observed by the parties of this agreement.

1. (a) The Employer agrees to employ, as salespersons or any other position over which the Union holds jurisdiction, only persons who are members of the Union or who will become members of the Union within a period of thirty days and are eligible and acceptable to the Union.

(b) All persons employed by the Employer who are actively engaged in selling shall be members of the Union, and all other employees as designated by the ensuing classifications shall be members. Window trimmers and assistants; mail order department employees; floor cashiers; outside salesmen; marking room employees; bundle wrappers; and other employees not coming under the jurisdiction of any other Union, except executives. The exception of the executives are to be agreed upon between the Business Representative of the Union and the representative of the Employer.

(c) A temporary working permit good for thirty days only shall be secured by all new or extra salespersons, not members of the Union at the time of employment, provided they are employed more than one day. All new steady employees working half time or in excess shall be issued a working permit for thirty days only, at the expiration of which time they shall affiliate with the Union, provided they are still employed half time or in excess. Regular extra employees who are employed less than half time shall secure a working permit from the Union the first of each month.

(d) The Employer shall be the sole judge of the competency of the persons in his employ and retains the sole right to hire and fire; provided, however, that no person shall be discharged or discriminated against for Union activities.

(e) It is understood that all persons, under Union jurisdiction, employed at the time of the signing of this agreement shall be accepted as members of the Union.

2. (a) It is agreed that forty-eight hours shall constitute a week's work for men and that forty-four hours shall constitute a week's work for women. Daily hours shall be consecutive except for one hour for meals. It is understood and agreed that clerks will take care of customers in the store at the time of closing.

(b) All overtime shall be paid for at one and one-half the regular rate except, that for the purpose of taking inventory persons may be required to work overtime. Such work shall be paid for at straight time or compensating time off will be given during the following two weeks.

(c) No person under Union jurisdiction shall be required to work on Sunday or any of the following named holidays: New Years Day, Washington's birthday, Memorial Day, Forth of July, Labor Day, Armistice Day, Thanksgiving Day and Christmas Day. When a holiday falls on Sunday the following Monday shall be observed. No person shall suffer any r reduction of pay through the adaption of the above paragraph nor shall any person be required to make up any time.

(d) Any person under jurisdiction of the Union, after one year's continuous service with one Employer or with one Company, shall receive a vacation of two weeks with pay. Such vacation shall be taken between May 1st and October 1st.

(e) Deductions in wages for time off due to illness or other causes shall be left to the discretion of the Employer who shall give due consideration to past precedent.

3. (a) The following shall be the minimum scale of wages:

Male

\$20.00 per week, first six months experience
\$22.50 per week, second six months experience
\$25.00 per week, thereafter

Female

\$15.00 per week, first six months experience
\$17.50 per week, second six months experience
\$20.00 per week, thereafter

(b) In computing experience, all time spent by the employee in Variety stores or similar line shall be included.

(c) Extra help working less than a full week shall receive not less than the proportionate amount of the specified rate.

4. Not more than one apprentice shall be employed for each three salespersons.

5. No person receiving more than the minimum compensation or enjoying more favorable working conditions than those provided for in this agreement shall suffer by reason of the adoption of this agreement.

6. Wherever uniforms or other wearing apparel are required by the Employer they shall be furnished and laundered by the Employer.

7. It is also agreed that, should any controversies arise between the parties to this agreement as to its true interpretation or as to any matters not provided for in this agreement, the same shall be referred to the Business Representative of the Union. If he and the Employer can reach no satisfactory agreement within seven days the matter shall be referred to a committee of two representatives to be named by the Union and two representatives to be named by the Employer. Should the four be unable to agree within seven days they shall, within seven days, select a fifth disinterested party, who shall be acceptable to three of the four present, to serve with them as a board of arbitration. Said board to, within seven days, render a decision that shall be final and binding. During such proceedings there shall be no cessation of work.

8. 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, issued by, The RETAIL CLERK'S INTERNATIONAL PROTECTIVE ASSOCIATION.

9. The Union further agrees that upon the compliance with all other provisions of this agreement in a Store where no salespersons are employed, to accept the bone-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.

10. It is understood that, should there be a reduction of hours established by law during the life of this agreement, that there shall be no reduction in wages.

11. This agreement shall be in full force and effect from and after _____, 1938 to June, 1st, 1939, at which time it may be automatically renewed for a period of one year from said date, without further notice; provided however, that each party may reopen this agreement for the purpose of discussing a revision on June, 1st, 1939, and on each anniversary of said date upon the written notice being served upon either party by the other, at least thirty days prior to said date.

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

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~~June 1-110~~
March 11, 1938

Mr. J. Johnson, Secy.
Retail Clerks' Int'l Protective
Ass'n #309
2302 Capitol Way
Olympia, Washington

5-39

My dear Mr. Johnson:

We have in our files a copy of your agreement with employers which expired January 1, 1938.

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

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Name of company or employers' association signing the agreement

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

Number of companies covered by agreement Seven

Number of union members working under terms of agreement Fourteen

Number of non-members working under terms of agreement 2

Branch of trade covered Druggist & Drug Clerks

Date renewed Feb 1/1938 Date of expiration June 1/1939

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.

Billets & Supplies
Western Transport
Security Dring
Olympia Dring
Prince Gate Dring
Perall Dring
Mangold Dring

