

# Wage Scale and Agreement

Between

FOOD EMPLOYERS, INC.

and

LOCAL UNION No. 1092,

RETAIL CLERKS INTERNATIONAL  
PROTECTIVE ASSOCIATION



May 1, 1939

Agreed to and to be in effect between FOOD EMPLOYERS, INC., of the City of Portland, Oregon, and Local Union No. 1092, Retail Clerks International Protective Association, affiliated with the American Federation of Labor, Portland, Oregon, from execution of this agreement on the date above specified until May 1, 1940, and thereafter as provided in the final section of this agreement. Made and entered into for the purpose of fixing the wage scale, schedule of hours, and general rules and regulations affecting the employes, members of the Union Local 1092, Retail Clerks International Protective Association, which will exist and be in effect in all retail food stores under the jurisdiction of the Union.

**Article 1.** Members of the Union will be employed, except should the Union not be able to furnish help satisfactory to the employer, or if Union employes should not be available, non-union clerks may be employed at the regular Union wages; said non-union clerks must make application to become members of the Union, and if satisfactory to the employer,

and found worthy by the Union, he or she will be admitted to full membership in the Union.

Employers shall hire all apprentices during this agreement, but their names shall be registered with the Union within four days of the commencement of employment.

**Article 2.** Employers reserve the right to discharge any person in their employ if incapable or incompetent.

**Article 3.** No person shall be discharged or discriminated against for upholding Union principles, and any person who works under the instruction of the Union, or who serves on a committee, shall not lose his position or be discriminated against for this reason.

**Article 4.** The following days shall be considered as holidays: January 1st, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas. Armistice Day shall be recognized as a holiday when generally observed locally by the retail merchants.

Work performed on the above holidays shall be paid for at the rate of double time.

**Article 5.** Fifty-one (51) hours shall constitute a week's work, and no more than nine (9) hours in any one day or six days in any one week. All overtime shall be paid at the rate of time and one-half after nine (9) hours' work. On days other than holidays all work performed shall be paid on the basis of four (4) hours or less, one-half day's pay; over four (4) hours and not more than nine (9) hours, a full day's pay; provided that not less than a half day's pay for work done before lunch and not less than a half day's pay for work done after lunch shall be paid.

It is further agreed that a lunch period shall not exceed one (1) hour.

**Article 6.** No employee, who prior to the date of this agreement was receiving more than the rate of wages designated in this schedule herein contained, for the class of work for which he was engaged, shall suffer a reduction of wages or position through the operation or because of adoption of this agreement.

**Article 7.** No member of the Union shall work in an establishment doing business between the hours of 11 P. M. and 7 A. M.

It is further understood and agreed that any employer operating more than one store shall have the privilege to transfer any employee from one store to another, provided such employee suffers no reduction in wages or working conditions, and that he be compensated for any loss of time and expense incurred by such transfer.

**Article 8.** There shall be only one manager in any one store, but in every store there shall be designated one person as manager. The Union shall not require Union affiliation of said manager, and clerks being promoted to managers, and in good standing, shall be granted an honorable withdrawal card upon written request.

Bakery and delicatessen girls shall devote their time exclusively to those departments.

**Article 9.** The following is the minimum scale of wages mutually agreed upon:

#### Male Employees

Head Clerk .....\$27.50 per wk.  
Clerks having two years' experience ..... 25.00 per wk.

Clerks having one year's experience ..... 22.50 per wk.  
Clerks having over three months' experience ..... 20.00 per wk.  
Apprentice having less than three months' experience..... 18.00 per wk.  
Part-time employees, basis specified above.

#### Female Employees

(Bakery and Delicatessen Girls)

Department Head .....\$20.00 per wk.  
Girls having over 18 months' experience ..... 17.50 per wk.  
Girls having not less than six months' experience ..... 17.00 per wk.  
Apprentice having less than six months' experience ..... 15.00 per wk.  
Part-time employees, basis specified above.

**Article 10.** Any claim for back wages or overtime not paid, must be presented to the employer in writing within 21 days of the day he is paid for the period in which back wages or overtime is claimed; otherwise the Union, the employer and the employee agree that payment has been made in full.

**Article 11.** No employer shall have more than one apprentice for each four (4) employees or fraction thereof.

**Article 12.** All employees of the party of the first part shall be granted one week's vacation with pay each year, provided that said employee has been in the employ of the party of the first part one (1) year prior to such vacation. Vacation period to be between May 1 and September 1, unless mutually agreed otherwise.

**Article 13.** The party of the first part agrees that as a condition of employment all em-

ployees will maintain membership in good standing in the Union; and that employers shall be notified of their employee's delinquency in such regard.

**Article 14.** Every employee shall have his shift so arranged that he will be able to attend at least one Union meeting a month.

**Article 15.** In the event that an employee is unable to work due to sickness or accident, he shall be re-employed at such time as he is able to resume his normal duties as a clerk.

**Article 16.** Any laundry expense for aprons, special uniforms, or headwear, or purchase of same, shall be borne by the employer.

**Article 17.** All time lost from employment because of reasonable absence from work through sickness or other emergencies or temporary lay-off shall be considered as time worked for the purpose of determining the length of employment, provided that such time shall not exceed fifteen (15) days.

**Article 18.** The party of the first part agrees that in any store or market having four (4) or more full-time employees, that one shall be designated as head clerk.

**Article 19.** Any dispute that may arise as to the true interpretation of the agreement shall be submitted to a committee consisting of one member representing the employer, and one member representing the Union, and if they cannot agree, the two chosen representatives shall select a third disinterested party within one week. The finding of this board shall be binding upon both parties of this agreement. It is further understood that there will be no stoppage of work or lock-outs until all means to settle the dispute has been attempted. It is further understood that

the duly authorized representatives of Local 1092 shall have the authority in behalf of the Union to enforce the terms of this agreement.

**Article 20.** Any other contracts entered into by Local Union No. 1092 of the Retail Clerks International Protective Association which contains any clauses not included in this agreement, or contrary to any clauses in this agreement or omit any clauses contained in this agreement, the Food Employers, Inc., retain the privilege of adopting or rejecting said clauses from this agreement.

**Article 20.** This agreement to be in effect from May 1, 1939, to May 1, 1940. It is agreed that this agreement shall automatically be renewed for one year from May 1st, 1940, and thereafter upon each anniversary of said date, without further notice by either party, provided that either party may open this agreement for the purpose of discussing changes, revisions or termination on May 1, 1940, or on any anniversary of said date by giving thirty (30) days' previous notice in writing. Upon signing of this agreement or any future agreement, the provisions therein shall be retroactive to the anniversary date.

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#### Riders:

1. The majority of the members of the Grocery Clerks Union 1092 and of Food Employers, Inc., will continue their efforts to secure a complete Sunday Closing of the Retail Food Industry.

2. The employer agrees that where a holiday falls on Monday and the store is closed, to give, if practical, the employee either Sunday and Monday or Monday and Tuesday as his time off in that week.

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

Clerks #1092  
Portland, Ore  
5-1-40

August 9, 1939.

Mr. Malcolm MacLeod, Secretary,  
Retail Clerks Int'l Protective Ass'n #1092,  
Room 400, Labor Temple,  
Portland, Oregon.

Dear Mr. MacLeod:

We have in our files a copy of your agreement with Food Employers Inc. & Indep. and Independent Retail Grocers Association which recently expired.

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

Food Employers Inc

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

Number of companies covered by agreement Chain stores & Independents

Number of union members working under terms of agreement 4,000

Number of non-members working under terms of agreement —

Branches of trade covered Grocery - Candy - Tobacco - Baking

Date renewed May 1 - 1939 Date of expiration Continuous

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.

(#1709)

TRADE UNION MACHINERY FOR ADJUSTMENT OF GRIEVANCES - SUPPLEMENT

Identification \_\_\_\_\_

1. Union Business Agent. Yes \_\_\_\_\_ No \_\_\_\_\_

(a) Access to shop \_\_\_\_\_

(b) Time or frequency \_\_\_\_\_

Restrictions \_\_\_\_\_

(c) Right to see company records \_\_\_\_\_

Restrictions \_\_\_\_\_

2. Employee Representative or Shop Steward. Yes \_\_\_\_\_ No \_\_\_\_\_

(a) Right to interview employees during working hours \_\_\_\_\_

Restrictions \_\_\_\_\_

(b) Right to see company records \_\_\_\_\_

Restrictions \_\_\_\_\_

(c) Meetings with management

Individually: Time and frequency \_\_\_\_\_

Committee: Time and frequency \_\_\_\_\_

(d) Pay

Interviewing employees: On own time \_\_\_\_\_ Company time \_\_\_\_\_

Interviewing Management: On own time \_\_\_\_\_ Company time \_\_\_\_\_

Committee meetings: On own time \_\_\_\_\_ Company time \_\_\_\_\_

Committee with management: On own time \_\_\_\_\_ Company time \_\_\_\_\_

Remarks \_\_\_\_\_

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