

RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION

LOCAL No. 962

MEMPHIS, TENNESSEE



The following contract governing employment of the hereinafter enumerated employees is this day entered into by and BETWEEN _____ and Local No. 962 Retail Clerks International Protective Association, affiliated with the American Federation of Labor, Tennessee Federation of Labor and the Memphis Trades and Labor Council. Said contract shall apply to stores located in the City of Memphis only.

ARTICLE I. Hours and wages of store managers, checkers, clerks and all other help.

Section A. Hours of labor shall be from 7:30 A. M. to 6:00 P. M., and from 7:30 A. M. to 9:00 P. M. on Saturdays and days preceding holidays. One hour for dinner the first five days of the week, and one-half hour for dinner and one-half hour for supper on Saturdays and days preceding holidays.

Section B. All stores shall be managed by grocery managers who shall be a member of Local No. 962 R. C. I. P. A. in good standing and shall receive a minimum wage of not less than twenty-seven (\$27.50) dollars and fifty cents per week and twenty per cent commission or bonus on the net profits of his store only for time of employment, and no manager shall receive less than the salary hereinbefore indicated and said employee shall have a right and permission from the employer to audit or have audited the business of any store where they are employed at their expense to advocate the correctness of said audit in arriving at the percentage of 20% of the net profits of said business. It is further agreed that no manager of any store shall receive any less stipulated salary than he is now receiving at the signing of this contract. The 20% shall be based on the \$27.50 per week salary base.

Section C. All extra help shall receive \$2.50 per day and work the hours prescribed in Article 1, Section A. Those working the hours prescribed on Saturdays and days preceding holidays, shall receive \$3.00 per day. It is understood and agreed between contracting parties that all extra help handling merchandise to and from stock room to store shelves as their regular employment shall be members of Local 962 R. C. I. P. A., in good standing and same to be employed from Local 962 R. C. I. P. A. All sackers, package boys, delivery boys or porters, if handling merchandise regularly from stock room to shelves will be classed as extra stock men and must be members of Local 962 R. C. I. P. A. If they do not handle stock from stock room to shelves regularly, they will be hired at the discretion of the store manager or the company.

ARTICLE II. Clerks and Checkers Wages.

Section A. All clerks, checkers and stock men shall be at least 16 years of age and must be members in good standing of Local 962 R. C. I. P. A., however, the company employing them has the right to try them out for thirty days before it will become necessary for them to become a member in good standing of Local 962 R. C. I. P. A.

Section B. (a) Stores running under \$1,000.00 average in grocery sales per week, all clerks shall receive a minimum wage of \$15.00.

(b) Stores running from \$1,000.00 to \$1,400.00 average in grocery sales per week the first checker shall receive a minimum wage of \$18.00. All other clerks shall receive a minimum wage of \$15.00.

(c) Stores running from \$1,400.00 to \$2,000.00 average in grocery sales per week the first clerk or checker shall receive a minimum wage of \$22.50. All other clerks shall receive a minimum wage of \$15.00.

(d) Stores running \$2,000.00 average and over per week in grocery sales per week the first clerk or checker shall receive a minimum wage of \$22.50 per week. The second checker, if any used, shall receive a minimum wage of \$18.00 per week, and all other clerks shall receive a minimum wage of \$15.00 per week.

ARTICLE III. Holidays.

Section A. The following holidays all stores shall be closed and there will be no work of any kind on these holidays. Wages for said holidays shall not be deducted from the employee's wages.

LABOR DAY
THANKSGIVING DAY
SUNDAY

FOURTH OF JULY
CHRISTMAS

Except when managers deem necessary to take inventory.

Section B. Should any of the above holidays fall on Sunday they shall be observed on Monday following that Sunday.

ARTICLE IV. This contract expires November 1st, 1936.

ARTICLE V. By agreement between the parties of this contract, the same may be continued from one year to another, however, it will not be necessary for either party to notify the other party of its election not to renew the present contract prior to its expiration.

ARTICLE VI. If, through any cause whatever the adoption of future agreement be delayed then such future agreement entered into shall be retroactive to the date of the expiration of this contract.

ARTICLE VII. It is further understood and agreed by and between the contracting parties that the employer shall keep displayed in a prominent place in his store a Union store card, which however, is to remain the property of the Retail Clerk's International Protective Association, said card to be furnished said employer by the said Retail Clerk's International Protective Association as aforesaid to remove said card in the event of any violation of any of the terms of this agreement and the employers agree that said card may be removed by the business representative or other officer of said Retail Clerk's International Protective Association in the event of a forfeiture to the right to display same by said employer without the necessity of legal process.

ARTICLE VIII. It is further agreed by and between the parties of this contract that the interests of each shall be mutually taken care of and advanced and that any violation of the foregoing stipulations shall be sufficient cause for surrender of said Union store card.

ARTICLE IX. It is further agreed that upon the execution of this contract that any and all members heretofore discharged by said employer for activities in the organizing of this Local shall be immediately reinstated in their former position or positions of a like nature without prejudice.

ARTICLE X. When in need of help, employer must employ members in good standing of Local 962 R. C. I. P. A. No non-union men shall be employed except as set out in ARTICLE 2, SECTION A, and in the event an employer desires to fire a man or discharge a man for any reason, he may do so. The employer agrees to employ a man that he deems efficient and upon such man being eligible to join Local 962 R. C. I. P. A. as set out in Article 2, Section A., and he shall be considered competent help to be employed if he joins said Union.

ARTICLE XI. In the event of said employer being desirous of taking an inventory of the stock of said goods at any or all of his said stores by the employees covered by the conditions of this contract and in as much as said inventory must be taken every 28 days, the time of taking the inventory, either Saturday night or Sunday morning, to be left to the discretion of the manager of said individual store operated by said employer.

PROVISO: It is understood by and agreed by the contracting parties that the said conditions of this contract shall govern and operate and control the employment and operations of these stores insofar as the relations exist between the employer and employees except, where the signers of this contract or most specifically the employers is in direct competition with unfair practices of competitors keeping open longer hours than the employer of the contracting parties and in such event that the employer and employees agree that the said store in such competition shall after conference between the employer and employees if necessary said stores will be permitted to keep open the necessary number of hours to meet such unfair competition, but it is understood by the contracting parties hereinto in the event said stores are necessitated being kept open longer hours than is hereinbefore provided in this contract, then said employee shall be paid their pro rata rate for the additional time worked.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS _____ day of _____ 1936.

RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION — LOCAL No. 962

By _____

President, Local No. 962

WITNESS:

Title.

R. C. I. P. A.

Rep.

Secretary, Local No. 962

Memphis Trades & Labor Council.

Pres.

If unable to furnish the desired information, please forward letter to proper official or give us his name and address.

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

April 1, 1936

Local No. 962, Retail Clerks'
Int'l Protective Association
c/o Mr. E. E. Barnum, Secretary
Trades and Labor Council
730 Chelsea Avenue
Memphis, Tennessee.

Dear Sir:

Information has come to us that you have concluded an agreement with the Easy-Way stores. *and Liberty Cash Grocers and all Independent owned Grocery stores*
As the Bureau of Labor Statistics endeavors to keep a record of all union agreements and all renewals of existing contracts, I am writing to ask if you will kindly furnish a copy of the agreement. If you have only one copy available and so designate, we shall be glad to type a duplicate and promptly return the original. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general analysis which will not reveal the name of the union.

We shall appreciate your cooperating with us by answering the questions listed below and by giving any other information which you think might be useful to us. The enclosed envelope for reply requires no postage.

If at any time we can be of service to you, please write us.

Very truly yours,

Isador Lubin

Isador Lubin
Commissioner of Labor Statistics

Name of company or employers' association signing agreement _____

Easy-Way Stores - (over)
(If more than one, please list on reverse side)

Number of union members affected 300

Number of non-members affected 0

Comments regarding territory covered, etc. *City of Memphis*

James A. King
(Name of person furnishing information)

Labor Temple - Memphis
(Address)