

CONTRACT

Between

AMERICAN STORES CO.

And The

**RETAIL CLERKS INTER-
NATIONAL PROTECTIVE
ASSOCIATION**

Local 639-B

WASHINGTON, D. C.



AGREEMENT

This agreement made this 21st day of March, 1938, by and between the AMERICAN STORES COMPANY, a corporation hereinafter referred to as the Employer and Local No. 639-B of the Retail Clerks International Protective Association, A. F. of L., of Washington, D. C., hereinafter referred to as the Union.

WITNESSETH:

That whereas the parties to this agreement desire to establish and maintain a mutual understanding, to create harmonious relations between the Employer and the employees and to abide by this contract to settle any and whatever dispute may arise between them, it is therefore, by both parties understood and agreed that:

I.

The Employer recognizes the Union as the exclusive bargaining agency for all its employees employed as grocery managers or clerks in its stores within a radius of 25 miles of Washington, D. C.

All employees covered by and classified in this agreement in the employ of the Employer within a 25 mile radius of the District of Columbia shall be members in good standing of the Union. All vacancies shall be filled by members of the Union, or by such persons, selected by the Employer, who will become members of the Union within 30 days.

II—HOURS

The maximum unit of hours to constitute a day's work shall be 10 hours on Monday, Tuesday, Wednesday, Thursday, and Friday, and 12 hours on Saturday, exclusive of 30 minutes per day from Monday to Friday and one hour on Saturday for lunch and/or supper.

The maximum unit of hours to constitute a week's work shall be 54 hours exclusive of lunch and/or supper hours.

The employer shall have the right to divide the employee's work week into as many as six shifts, each of such length as he may determine and shall have the right to designate the shifts, schedule of hours, and starting time of each employee. The foregoing maximum number of shifts shall not be construed as a minimum and the employer shall have the right to designate fewer shifts than six, provided that the maximum number of hours on any one day, Monday to Friday, inclusive, on any shift shall not exceed 10 hours exclusive of lunch time, and/or on Saturday the maximum number of hours shall not exceed 12 hours exclusive of lunch and/or supper time, provided that each employee shall have one full half day off each week excepting during a week in which there is a holiday as hereinafter designated, such half day to be on days other than Friday or Saturday.

Overtime shall be worked when necessary and shall be computed on a daily basis in accordance with the shift designated by the employer. Where, in order to comply with the weekly maximum number of hours pro-

vided herein, the employer designates a schedule for any one day in the week of less than the maximum number of hours herein provided for that day and requires the employee because of emergency or otherwise to work longer than such designated schedule, he shall pay overtime for such additional time.

The Union agrees that its members shall be at stores ready to do business fifteen minutes prior to the time for starting the day's work and that not to exceed thirty minutes after closing time Monday to Friday inclusive and one hour on Saturday or on the eves of hereinafter specified holidays shall be allowed to its members to clean up.

Every member of the Union employed by the Employer having one year or more of service prior to April 1, 1938, shall be entitled to one week's vacation with full pay.

New Years Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be full holidays. All holidays falling on Sundays shall be observed on Mondays.

The Union agrees that its members shall take quarterly inventories without compensation.

Wages for superannuated or physically handicapped employees are to be fixed by agreement between the Employer and the Union.

III—WAGES

The minimum wages to be paid by the Employer to members of the Union who are Grocery Managers shall be based upon the weekly business done in each store as follows:

\$500 to \$800	-----	\$33.00 per week
\$800 to \$1,000	-----	\$35.00 per week
\$1,000 to \$1,500	-----	\$38.00 per week
\$1,500 to \$2,000	-----	\$41.00 per week
\$2,000 to \$3,000	-----	\$44.00 per week
Over \$3,000	-----	\$47.00 per week

The minimum wages to be paid by the Employer to Grocery Clerks shall be as follows:

1st six months	-----	\$21.00 per week
Next 18 months	-----	\$23.00 per week
After 2nd year	-----	\$25.00 per week
After 3rd year	-----	\$28.00 per week

It is mutually agreed that a minimum of \$21.00 per week will apply as soon as a clerk is employed on a full time basis but that each new clerk employed is to be on probation for a period of three (3) months. If during this three month period, it is found that this man is not suitable for the business his services are to be terminated at the employer's discretion.

Extra men with more than one year's experience with the Employer shall be paid 45 cents per hour. Extra men with less than one year's experience shall be paid 40 cents per hour.

Overtime shall be paid for at time and one-half rates.

IV—LINEN

The Employer agrees to furnish all linen for the employees and the Union agrees that all its members shall look presentable to the public and to the best of their ability work for the interest of the Company, by attempt-

ing to increase the sales at all times. The Union agrees that its members will keep the markets in high class sanitary conditions at all times.

V—DISCHARGE

The Employer shall have the right to discharge any employee who is a member of the Union for good cause, such as dishonesty, insubordination, incompetency, intoxication, unbecoming conduct, failure to perform work as required, etc., provided however that no member of the Union shall be discharged or discriminated against because of membership in the Union or Union activities.

The Union agrees that neither it nor its members will engage in Union activities on the Employer's time or in the Employer's stores, provided, however, that representatives of the Union shall have free approach to the Employer's stores.

VI—NO STRIKE OR LOCKOUT

It is mutually agreed that there shall be no strikes or lockouts during the existence of this agreement. The Union agrees that during such time it will not order, but will use every effort to prevent, cessation of work by any of its members employed by Employer, for any reason, and especially for the following reasons:

- (a) Union jurisdictional disputes;
- (b) Sympathetic strikes.

VIII—GRIEVANCE COMMITTEE

To the end that any or all controversies which may arise during the life of this

agreement shall be settled properly, it is hereby mutually agreed between the Employer and the Union that there shall be established within ten days after the effective day of this agreement a Grievance Committee consisting of two members to be designated by the Employer and two members to be designated by the Union. In the event of a deadlock on any question, these four shall choose a fifth and neutral member of the Committee.

VIII

The Grievance Committee shall consider any controversy arising under this contract between the Employer and the Union, and shall if possible, adjust any controversy without reference to the impartial Chairman. When any such controversy cannot be so adjusted the impartial Chairman shall be called in and a majority decision of these five shall be final and binding upon the parties for the period of this agreement.

The Grievance Committee shall meet within twenty-four hours after being notified by either party of that party's desire for its consideration of a controversy. If, within five days after notification, the Committee is unable to adjust the controversy, it shall call upon the impartial Chairman, and a decision shall be reached within 30 days.

During the consideration of any such controversy neither party shall change the conditions existing at the time the controversy arose, nor utilize any coercive or retaliatory measures to compel the other party to accede to its demands.

The expenses of the impartial Chairman shall be borne by the parties equally.

IX

The Union agrees to do all in its power to further the interests of the Employer signing this agreement.

X

No member of the Union shall suffer a reduction in wages by any provision in this contract.

XI

This agreement shall continue in effect from March 21st, 1938, until August 31, 1938, and shall continue in effect from year to year after August 31, 1938, unless either party serves notice, in writing, on or before August 1, 1938, or on before August 1 of any year thereafter, of a desire either for termination of or for changes in the agreement. In the event either party serves such notice in respect of changes in the agreement, it is mutually agreed that the Employer and the Union shall immediately begin negotiations on the proposed changes, and that pending the results of the negotiations, neither party shall change the conditions existing under the contract.

IN WITNESS THEREOF the parties hereto have set their hands and seals this 21st day of March, 1938.

For the Employer
FRED J. HEANEY

For the Union
D. J. MARQUIS,
Int. Vice Pres.
R. M. COULTER,
Gen. Organizer

Supplement,

It is further agreed in addition to the above terms, that:

The Union agrees to furnish to the Employer at least one Union Store card for each of the Employer's stores covered by this agreement, to be displayed on the premises. Such cards shall remain the property of and shall be surrendered to the Union upon demand. The Union further agrees that it will promote the welfare of the Employers business to the best of it's ability among the various American Federation of Labor Unions in this locality and the public at large, so long as no grievance exists.

Employer:

FRED W. JOHNSON

Union

D. J. MARQUIS,

Int. Vice Pres.

R. M. COULTER,

Gen. Organizer

(#4709)

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 _____

Clerks 639 B
Washington, DC
8-31-38