

A G R E E M E N T

This Agreement made this _____ day of August, A. D., 1939, by and between _____, hereinafter called the Employer, and Local No. 7 of the Retail Clerks International Protective Association, hereinafter called the Union.

W I T N E S S E T H

That for and in consideration of the mutual promises and conditions hereinafter set forth, and in order to assure and secure the benefits intended to be derived by the employes and the employer under these Articles of Agreement herein, it is hereby expressly understood and agreed as follows:

ARTICLE 1. The following terms, for the purposes of this Agreement, shall have the following meanings:

Section A. "Employee", a person employed in the handling, dealing in, or selling of groceries, fruits, or bakery products, and excluding employes in the office, meat market, baking or other departments, or in any manufacturing branch.

Section B. "Store Manager", the employe in each store who is directly responsible to the Employer for the operation of each store.

Section C. "Fruit Man", the employe who is responsible for the operation of the Fruit and Vegetable Department.

Section D. "Checker", any employe other than the store manager or fruit man who handles money, cash registers or adding machines.

Section E. "Clerk", any employe other than the store manager, fruit man or checker who has served an apprenticeship of one and one-half years.

Section F. "Apprentice", any employe with less than one and one-half years' experience in the grocery business.

Section G. "Extra Man", any employe hired for any length of time other than that hereinafter provided.

ARTICLE 11. All employes, as herein defined, must be members of the Union. The Employer shall employ and hereby agrees to employ (as both regular and extra employes) members of the Union in full and complete compliance with the following rules which the parties hereto mutually agree to observe.

Section A. The Employer shall notify the Union of the employment of said persons within forty-eight (48) hours from the time of said employment and at the same time the Employer shall notify said person to report to the Union office within seventy-two (72) hours from the time of his said employment.

Section B. The Employer shall discharge said person so employed if said person shall not have made his application for admittance to membership in the Union within seventy-two (72) hours from the time of his said employment (no application for membership will be accepted by the Union unless twenty-five (25%) percent of the initiation fee shall be given to the Union by said person as a deposit on same). The Employer shall discharge said person so employed if said person shall not have become a member of the Union in good standing within one week from the date of his said employment.

Section C. The Employer shall pay the said person so employed during the period said person is not a member of the Union, the regular union wage hereinafter provided for, and the employe shall observe the Articles of this Agreement

Section D. The Employer agrees to make promotions on the basis of fitness, ability and seniority. Where qualifications are equal, seniority shall prevail.

Section E. The Employer shall and hereby agrees not to discriminate against any employe or discharge him because of membership in the Union, or affiliation with the American Federation of Labor and/or for upholding Union principles.

ARTICLE III. Fifty-five (55) hours shall constitute a work week. Nine (9) consecutive hours shall constitute a day's work, except on Saturdays or days immediately preceding a holiday, when ten (10) hours shall constitute a day's work with an allowance of sixty (60) minutes for a lunch period.

Section B. Employes are required to be on the job at 7:45 a.m., in order to be ready for work at 8:00 a.m., and are also allowed a period for proper closing of the store not to exceed thirty (30) minutes, except on Saturdays or days before a holiday when they shall be allowed a period for proper closing not to exceed one hour.

Section C. The first five (5) hours of overtime beyond that provided in Sections A. and B. shall be paid for at straight time rate. Any additional overtime shall be paid for at the rate of time and one-half

ARTICLE IV. The Scale of Wages for the various employes shall be as follows:

Store Manager.	\$35.00 per week.
Head Fruit Man.	27.50 per week.
Assistant Fruit Man.	22.50 per week.
Checker.	25.00 per week.
Clerk.	22.50 per week.
Apprentice, first 6 months.18.00 per week.
Apprentice, 6 mos. to 18 mos.20.00 per week.
Extra Man.35¢ per hour.

Part time employment shall be computed at the rate above specified. Example: The standard weekly wage divided by fifty-five (55).

ARTICLE V. The total number of apprentices ~~employed~~ shall not exceed one (1) for every three (3) full-time employes or fraction thereof, but each store in any event shall be entitled to one (1) apprentice. Any employe called to work shall be guaranteed four (4) hours pay and extra men shall be given car fare if transferred from one store to another in any single day.

Section B. Where the Employer owns and/or operates two (2) or more stores, the Employer may be considered manager of one (1) store only so long as he works the regular schedule as heretofore provided for. Market trips, banking business to be included in the regular schedule, but no employe in any such store shall be given responsibility for the operation of the store unless he shall be paid manager's salary, extent of said responsibility to be decided by the executive board of the Union, the Employer and the Clerk in question.

Section C. The Business Representative of the Union shall have the right of entering the premises of the Employer for the purpose of interviewing the employes at such times as they are not waiting on the trade.

ARTICLE VI. No Employe shall suffer any reduction of present pay because of the adoption or through the operation of this Agreement, nor shall he be reclassified to defeat the purpose of this Agreement.

ARTICLE VII. The Union Store Card is the property of the Union and is loaned to the Employer for display. Said Card may be removed from the store by the Union for any violation of this Agreement.

ARTICLE VIII. The Employer agrees to deduct, with the written permission of each employe, a monthly fee for Union dues from the pay of each employe and send same to the Treasurer of Local No. 7. Such deduction blanks to be furnished by the Union. Dues to be deducted first pay day of each month.

ARTICLE IX. There shall be no groceries sold on Sundays or holidays. These days shall be considered as holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Armistice Day if generally observed, Thanksgiving

Day and Christmas Day.

ARTICLE X. Any full-time employe who has been employed for a period of two (2) years in the same establishment or firm shall receive one week's vacation with full pay.

ARTICLE XI. The employes are required to take inventory and render the necessary services in connection therewith in the manner and method previously established by the employer without extra pay.

ARTICLE XII. The employer shall deduct from each extra man's pay twenty-five (25¢) cents per day and shall pay the same unto the Union until such extra man's initiation fees and dues are fully paid.

ARTICLE XIII. The Union Representative shall have the right to investigate the pay roll books of the Employer relating to members of this Union in case of a dispute over wages.

ARTICLE XIV. In the event that any disputes or controversies arise during the life of this agreement, the Union members will continue to work pending an adjustment of the trouble as follows: The matter in dispute to be submitted to a committee of four, two of whom shall represent the Employer and two of whom are to represent the Union. The decision of the majority of the committee shall be final and binding. In the event of failure to reach a satisfactory decision, the committee of four shall proceed to select a fifth person to be mutually agreed upon and the decision of the majority of the committee shall be final and binding upon the parties to the Agreement, but such award shall not affect, change, alter or modify any of the terms and conditions set forth in this Agreement.

ARTICLE XV. This contract shall apply to and shall govern the grocery departments only of all stores owned and/or operated by the Employer or any store operating under the same bona-fide, patented trade name in the vicinity or metropolitan area of the City and County of Denver.

This Agreement shall go into effect on the _____
_____, 1939, and remain in effect until _____
_____, and each year thereafter, unless thirty (30) days' written
notice by registered mail is given by either party prior to _____
of each year.

EMPLOYER:

By _____

RETAIL CLERKS INTERNATIONAL
PROTECTIVE ASSOCIATION, Local No. 7

By _____

By _____

sbt&ou
14491-14

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

*Clerks # 7
Denver Colo.
8-1-40*

UNION AGREEMENTS

December 8, 1939

Mr. E. W. Moore, Business Agent
Retail Clerks International Association
Local Union No. 7
212 Fraternal Building
Denver, Colorado

Dear Sir: For a number of years the Bureau of Labor Statistics has attempted to maintain a file of all union agreements in force throughout the United States. On checking through our files we find we do not have copies of any agreements entered into by your union. We are exceedingly anxious to have your agreements among our records and shall appreciate your cooperation in sending us copies of them, together with the information requested below.

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 will keep the identity of the agreement confidential, using the materials only for general analysis, which will not reveal the name of your union.

The enclosed envelope for reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

Isador Rubin
Commissioner of Labor Statistics.

Enc.

Name of company or employers' association signing the agreement Safeway Stores Inc, Miller Groceteria Co, Olson Complete Food Stores, Merit Grocery Co, D. and D. Food Stores (over)
(If more than one employer, please list on reverse side)

Number of companies covered by agreement 20

Number of union members working under terms of agreement 519

Number of nonmembers working under terms of agreement none

Branch of trade covered Retail Grocery Stores

Date signed August 1, 1939 Date of expiration August 1, 1940 subject to Article XV of Agreement

Please check here if you wish the agreement returned _____

Edward W Moore
(Name of person furnishing information)

Room 212 1405 Glenarm Denver, Colo
(Address)

Pierce Piggly Wiggly Store
Wirth's BiLow Store
Save a Nickel Stores
20th Century Markets
Rigler's BiLow Stores
Sapiro and Son Grocery
Morses Grocery
Arcade Grocery
A&W Food Store
Dubins Grocery
Boys Market
Harpers BiLow Store
Boh Mercantile Co
Billy Van's Market
Winocur National Brand Store

UNION AGREEMENTS

Mr. J. Edgar Hoover, Director
Federal Bureau of Investigation
Washington, D.C.

Dear Sir: We have the honor to acknowledge the receipt of your letter of the 11th instant regarding the proposed union agreement for the stores listed on the enclosed list. We are exceedingly anxious to have the agreement entered into by your union. We are particularly anxious to have your representatives among our people and will appreciate your cooperation in securing a copy of the agreement together with the information requested below.

If you have any questions and so doubtless we shall be glad to give a prompt and complete answer. If you so desire, we will keep the identity of the agreement confidential, with the exception of the general statistics which will not reveal the name of your union.

The enclosed envelope for reply requires no postage. If we can be of any assistance at any time, please let me know.

Very truly yours,

John L. Miller
General Manager of Labor Relations

Yours company represents the following stores:
Groceries Co., Olson Complete Food Stores, Merritt Grocery Co., D. and D. Food Stores (over)

Number of companies covered by agreement: 30
Number of union members in the industry: 210
Number of non-union workers in the industry: none
Branches of stores covered: Retail Grocery Stores

Under expiration August 1, 1940 and subject to Article IV of Agreement

Room 315 1405 General Denver, Colo

