

Variety Store

AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1937, by and between \_\_\_\_\_, of Port Angeles, Washington, hereinafter designated as First Party, and the RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION, LOCAL NO. 375, of Port Angeles, Washington, hereinafter designated as Second Party, for the purpose of regulating the schedule of business and working hours, scales of wages and other matters affecting the employees of First Party, members of the said Union, which shall be in effect and exist from the \_\_\_\_\_ day of \_\_\_\_\_, 1937, until opened by either party upon thirty (30) days' written notice.

IT IS AGREED as follows, to-wit:

1- That all employees hired by the First Party shall be members of the Union referred to, particularly all employees engaged in receiving, handling, selling, or displaying merchandise in the store of the First Party, excepting therefrom janitors and bookkeepers who do not handle or sell merchandise. Provided, that a temporary working card issued by Second Party shall be secured by all extra help working five (5) days or less per month.

2- The First Party shall not open its store for business before 9:00 A.M. and shall close not later than 6:00 P.M. every day in the week, excepting the period preceding Christmas, when it is agreed that a meeting shall be held by the merchants and the Second Party to decide the number of days that 9:00 P.M. closing time shall be observed. No. employee shall be required or permitted to report for duty before 9:00 A.M., nor remain later than 6:00 P.M. unless waiting on a customer who has entered the place of business prior to closing time. The store shall remain closed all day Sunday, and no employee required or permitted to work. All employees shall have at least one (1) hour, and no more, for lunch.

3- All sales people, except apprentices, shall be paid as follows: *Key Sales Ladies \$18.00 per week*  
(a) Salesmen: Not less than \$20.00 per week.  
(b) Salesladies: Not less than ~~\$17.00~~ *\$17.00* per week.  
(c) Male apprentices: Not less than \$16:00 per week for one year, after which time they shall be considered experienced salesmen and paid accordingly.  
(d) Female apprentices: Not less than \$14.50 per week for one year, after which time they shall be considered experienced salesladies and paid accordingly.  
(e) All employees shall receive straight time for inventory work, or time off. Not more than two (2) Sundays each year may be worked taking inventory.  
(f) Extra sales people employed by the day shall be paid as follows: Men, \$3.00 per day; women, \$1.65 for five (5) hours or less and \$.33 for each additional hour but not exceeding eight (8) hours a day.  
(g) Window trimmers in variety stores who also work as clerks shall be allowed to work on window displays not more than two (2) nites in any one week, four (4) hours per nite, and shall be paid for such work in accordance with the weekly scale or with time off.

(h) It is agreed that the above scales establish a guaranteed minimum rate of pay, and existing salaries and yearly vacations shall not be reduced. Commissions, bonus, and like payments shall not be considered as weekly salary.

4- An apprentice shall be considered a person who has not had twelve (12) months' experience. No more than one (1) apprentice shall be employed for every five (5) sales people or fraction thereof. This limitation shall not apply, however, during the month of December.

5- All female help shall work not more than eight (8) hours in any one day, forty-four (44) hours in any one week, and not less than five (5) hours in any one day; week beginning 9:00 A.M. Monday and ending 6:00 P.M. Saturday. Female help shall not be required to return to store in the evening for any purpose except store meetings, which are to be limited to two (2) per month and not to exceed one (1) hour each time.

6- All male sales people shall work not more than eight (8) hours in any one day or forty-four (44) hours in any one week with the exception of male clerks receiving more than \$27.50 per week, in which event the total hours per week shall not exceed fifty-six (56) hours.

7- The store shall remain closed and no employees required to work or to suffer any deduction in pay, on the following holidays: New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor day, Armistice Day, Thanksgiving Day and Christmas Day. When any of the above holidays fall on a Sunday, the following Monday shall be observed.

8- (a) Upon the signing of this agreement, and with full compliance thereof, the Second Party will furnish the Union Store card of the Retail Clerks to the First Party for the term of this agreement. However, any violation of this agreement shall be sufficient excuse for the removal of the store card by the second party.

(b) Newly hired help shall, within two (2) weeks of date of employment, present themselves for acceptance into the said Union, and the Second Party must accept them into the Union provided their Union record is clear. It is further agreed that should any employee refuse to present himself for acceptance into the Union within two (2) weeks, or if for any reason he is not accepted into the Union, the management will discharge such employee. No employee shall be discharged for insisting that his employer comply with this agreement.

9- All grievances which arise under this agreement are to be considered as follows: (a) All complaints and grievances to be taken up directly with the employer and the Business Agent of Second Party, and they shall endeavor to reach a mutual understanding. (b) In the event an understanding cannot be reached by the employer and the Business Agent, the grievance may then be referred to a Joint Conciliation Board to be composed of three (3) representatives of the Merchants Bureau and three (3) representatives chosen by Second Party. Said Conciliation Board shall have full authority to settle all grievances properly coming before it, its decision to be final and binding upon all parties concerned and to be the final court appeal. All grievances must be taken up and acted upon as herein provided within ten (10) days from the time such grievance arises.

F. W. Woolworth  
Anderson

10- It is further agreed that the Second Party shall have the undisputed right to control the placing and removal of all Union Store cards,

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year in this instrument first above written.

\_\_\_\_\_  
(Name of Firm) First Party

By \_\_\_\_\_

RETAIL CLERKS' INTERNATIONAL PRO<sup>3</sup>  
TECTIVE ASSOCIATION, LOCAL NO.  
375, Port Angeles, Washington.  
Second Party

By \_\_\_\_\_  
President

\_\_\_\_\_  
Secretary



F. W. Woolworth.  
Knudsen's Variety

10- It is further agreed that the Second Party shall have the undisturbed right to control the placing and removal of all Union Store cards.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year in this instrument first above written.

\_\_\_\_\_  
(Name of Firm) First Party

By

RETAIL CLERKS' INTERNATIONAL PRO-  
TECTIVE ASSOCIATION, LOCAL NO.  
235, Port Angeles, Washington.  
Second Party

By

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

