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Retail Clerks (AFL) 301/1685
Salem, Oregon
x- 7031-44
Safeway, Piggly Wiggly + Fred Meyer Inc
Salem, Oregon

WAGE AND WORKING AGREEMENT FOR GROCERY STORES

CONFIDENTIAL

This agreement mutually made and entered into by and between Safeway, Piggly Wiggly, and Fred Meyer, Inc of SALEM Oregon, as party of the first part, hereinafter referred to as the employer, and the Retail Clerks International Protective Association, affiliated with the A.F.L. through its agent, Local 992 as party of the second part, hereinafter referred to as the Union, to-wit:

Section I. The employer agrees to employ, or retain in his employment only members of the Union or those who will become members within the thirty (30) days immediately following the date of their employment, if acceptable to the Union.

(a) It is further agreed by the employed that all new employees will obtain a working permit from the Union within three (3) days after starting work. Holiday or peak period extras may be allowed to renew the working permits the first of every month until employed regularly. ~~If said employee does not obtain permit, the employer agrees to lay off until the permit is obtained.~~

(b) It is further agreed that no working permits will be issued by the Union until all regular employees of the employer are working full time if competent and available.

(c) The actual owner or manager shall be exempt from membership in the Union in stores where help is employed, but in no event shall more than two (2) persons in any one establishment be so classified.

(d) An unemployed list will be maintained by the Union for the convenience of the employer.

Section II. No employee shall suffer any reduction in pay or less favorable working conditions by reason of the signing of this agreement or its adoption.

(a) All uniforms or aprons required by the employer must be furnished and laundered by the employer.

Section III. The employer shall be sole judge as the competency of an employee providing however, that no employee shall be discriminated against for upholding any lawful Union activity.

Section IV. The Union will furnish the Union Store Card to small dealers who do not employ clerks, but who will sign this agreement and become non-active members of SALEM as provided in the rules and regulations of the International Association.

Section V. A maximum of forty-eight (48) hour for men and forty-four (44) hour for women shall constitute a weeks work at straight time. All time over ~~forty-eight (48)~~ ^{FIFTY-FIVE (55)} hours for men and forty-four (44) hours in any one week shall be considered over time and paid for at the rate of time and one-half the regular scale of wages hereinafter set forth.

(a) Regular working hours for employees shall be between 8:00 a.m. and 8:00 p.m., Monday through Saturday. Any work performed at time other than above specified shall be paid for at the rate of time and one-half the regular scale of wages, providing further, that all work on Sundays or Holidays shall be paid for at the rate of double time.

(b) All working hours for employees shall be consecutive with not more than one (1) hour for lunch.

(c) Not over fifteen (15) minutes shall be allowed Monday through Friday and ~~sixty~~ ^{THIRTY} (30) minutes on Saturdays and days preceding Holidays for the purpose of cleaning up after closing.

(d) Sixteen (16) hours shall be allowed annually for inventory purposes at the rate of straight time in the regular place of employment only.

(e) No employee shall be required to work later than 11:00 p.m. ~~nor more than ten (10) hours overtime in one week.~~

(f) Relief managers: Clerks assigned or performing relief managers duties for a period of one day or more shall receive the same pay as manager relieved.

(g) No person regularly employed elsewhere shall be permitted to work in stores as extra or part time help.

Section VI. The following holidays are to be observed, with pay for all employees regularly employed three (3) days or more per week; New Years Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Armistice Day, Thanksgiving Day, Christmas Day and all other holidays generally observed in the community. When any of the above named holidays fall on Sunday, the following Monday shall be observed.

Section VII. All employees after one (1) year's continuous service with an employer shall receive at least one (1) week's vacation with pay. No employee shall suffer a loss in vacation privileges due to a transfer from one store to another operated by the same company. Any employee discharged after (10) months service shall receive five (5) days vacation or its equivalent in pay, except in the event of a discharge for a just cause. All vacation periods are to be set at a time agreeable to both the employee and the employer.

Section VIII. --- WAGES --- It is agreed and understood that the following wages will be paid to employees based on KNOWN OR PROVABLE EXPERIENCE

(a) A part time employee is understood and agreed to be any employee who works less than forty-eight (men) and forty-four (women) hours in any one calendar week and shall receive the hourly rate of pay set forth below according to his experience.

MEN	APPRENTICE	WOMEN
\$20.00 per week	1st 3 six months	\$20.00 per week
23.00 per week	NEXT 2nd 6 six months	22.00 per week
26.00 per week	3rd six months	24.00 per week
30.00 per week	4th six months	26.00 per week

JOURNEYMEN
\$35.00 per week (two (2) years or more experience) 30.50 per week

A copy of this agreement shall be posted on a bulletin board, accessible to all employees.

- (b) Employees shall have at least one (1) pay day weekly.
- (c) Each store may employ not more than one apprentice, however, for each three (3) Journeymen employed. This clause does not however, prevent a store from employing one apprentice only. ~~No Journeyman or other salesperson shall be replaced by an apprentice, this does not apply if the journeyman or other sales person leaves the employer of his own accord or is dismissed for a just cause, or in the event of a transfer.~~
- (d) An apprentice transferred from one department to another shall continue to receive the annual or periodical wage increase until he receives journeymans wages. Any journeyman transferred from one sales department to another shall suffer no reduction in pay. Any sales person called to work shall receive at least four (4) hours pay.

EXCEPT FOR DURATION: THIS RATE MAY BE CHANGED BY CONSENT OF BOTH PARTIES

When locally observed

(e) Any claim as to wages or working conditions against the employer shall be filed within thirty (30) days or become void.

(f) ~~Time slip must be made out by all employees and OK'd by store managers.~~

Section IX. The business agent or secretary of Local _____ can contact members or prospective members during store hours except when said clerks are waiting on a customer, *and after first contacting manager or owner.*

Section X. Should any controversy arise between the contracting parties not provided in this agreement, or any misunderstanding as to its true interpretation, it shall be submitted to a committee of four (4) for arbitration. This committee shall consist of two (2) committment to be named by the employer and two (2) by the Union, and if these four (4) are unable to agree within seven (7) days, they shall select a fifth disinterested party. Such Board shall reach a decision within seven (7) day period. The decision of the Arbitration Board shall be final and binding on both matters to this agreement. During such time as the matter is pending before Board, there shall be no strike or lockout.

Section XI. This agreement shall remain in full force and effect from this date, _____ 194__ to August 1 1944 and from year to year thereafter subject to amendment or alteration of any section by either party by at least thirty days (30) written notice prior to August 1st of any succeeding year.. Such notice to state the change desired. Failure to receive such notice by either party from the other, this agreement shall remain in full force and effect until altered or amended in the above stated manner, and it is further agreed that this agreement shall be complete within itself and supersede any or all previous agreements between the contracting parties, ~~and it is further agreed that this agreement shall be binding upon and insure the benefits of the parties hereto, their personal representative, executives, administrators, successors, heirs, and assigns.~~

Section XII. In consideration of the signing of this agreement and with the full compliance of the privileges thereof, the Union agrees to advance the interests of the employer through advertising and other means that will result in the patronage of the store and in order to promote clean competition the Union reserves the right to inspect the Social Security records at intervals of at least six (6) months during the life of this agreement, and its finally further agreed by all parties that the interests of each shall be sufficient cause for the surrender of the Union Card property of, and issued by the Retail Clerks International Protective Association, which is hereby issued on the signing of this agreement, in witness thereof said parties have set their hands and seals this _____ day of _____ month, 194__.

Upon signing this agreement or any future agreement the provisions therein shall all be retroactive to the anniversary or expiration date.

Retail Clerks International Protective Association through its agents
Local _____

Party of first part

Party of second part

President

Secretary

TEXTILES

Engravers and Sketchmakers,
Friendly Society of
555 Washington Ave.
Nutley, N. J.

John Allison

Industrial Trade Unions of America
57 Cumberland Street
Woonsocket, R. I.

Joseph Schmetz

Lawrence Spitz

Lace Operatives of America,
Chartered Society of the Amalgamated
12960 N. Barley St.
Philadelphia, Penna.

Frank D. Schroyer

Machine Printers Beneficial Association
28 Harwood Street
Cranston, R. I.

Eric Lundberg

Textile Foremen's Guild
136 Washington Street
Paterson, N. J.

Vincent Frapoli

Wm. P. Wuestenhagen

Textile Operatives, American
Federation of
142 Second Street
Fall River, Mass.

James Tansey
Box 893
Fall River, Mass.

William Harwood
P. O. Box 221
Fall River, Mass.

OTHER

Air Line Mechanics Association,
International
6250 S. Kedzie Avenue
Chicago, Illinois

J. L. McFarland

John T. Seigle

Associated Unions of America
Rm. 5118 - Plankinton Building
161 W. Wisconsin Avenue
Milwaukee, Wis.

J. F. Gonnering, Pres. W. C. Schwelitz
Donald F. Cameron,
Director

Brewery, Flour, Cereal and Soft
Drink Workers of America,
International Union of United
2345 - 51 Vine Street
Cincinnati, Ohio

Joseph Obergfell

Federation of Labor, (Inc.), United
3013 N. Clark Street
Chicago, Illinois

Richard D. Rose

V. J. Gardner

Glove Workers Union of Fulton County
112 W. Main Street
Gloversville, New York

Elizabeth Bunn

Paving Cutters' Union of United
States of America and Canada
Box 30
Rockport, Mass.

Albert M. Anderson

Shoe and Allied Craftsmen, Brotherhood of
50 Main Street
Brockton, Mass.

Harold C. Sears
Alphonso W. Samson

Shoeworkers Protective Association
(Inc.), Lewiston and Auburn
Lewiston, Maine

Mark H. Burke
Lewiston, Maine

Tenant Farmers Union, Southern
Perkins Building
66 S. Third Street
Memphis, Tennessee

Roy E. Raley

H. L. Mitchell

United States Federation of
Labor (Inc.)

Frank H. Rimkus Julius J. Link
Int'l Representative National Publicity
Director