

Retail Clerks # 367  
Tacoma, Wash

# Wage and Working Agreement GROCERY STORES

Approved by the International Union and the Tacoma Central Labor Council

Between \_\_\_\_\_, of Tacoma, Washington, and Local No. 367, Retail Clerks International Protective Association, of Tacoma, Washington, affiliated with the American Federation of Labor.

THIS AGREEMENT mutually made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1938, by and between \_\_\_\_\_, of Tacoma, Washington, Party of the First Part, and the Retail Clerks International Protective Association, Local No. 367, of Tacoma, Washington, Party of the Second Part.

SECTION 1. The Party of the First Part to this agreement agrees to employ only those sales people members of the Union, or who will become members if eligible and acceptable. The Party of the Second Part agrees to furnish a Union membership card and button to such sales people when all regular and regular extra sales people in the employ of the Party of the First Part have complied with the rules and regulations of the Union and are members therein.

(a) A temporary working permit good for thirty (30) days only shall be secured by all new or extra sales people, not members of the Union at the time of employment, provided they are employed more than one day per month. No working permits shall be issued until all available regular employes of the company are restored to service, if competent and available. All new steady employes working half time, or in excess, shall be issued a permit for thirty (30) days only, at the expiration of which time they shall affiliate with the Union, provided they are still employed half time, or in excess. Regular extra employes who are employed less than half time shall secure a working permit from the Union the first of every month.

(b) It is understood that members of the Union in good standing shall be given preference in hiring new sales persons.

SECTION 2. Eight (8) hours shall constitute a day's work, and forty-eight (48) hours shall constitute a week's work. All time worked in excess of eight (8) hours per day and forty-eight (48) hours per week shall be paid for at time and one-half, with the exception of inventory time. Four (4) hours quarterly shall be given for the purpose of taking inventory. Any time worked in excess of any four (4) hours shall be paid for at straight time. A 30-minute clean-up period on week days and a 60-minute clean-up period on Saturdays and the day preceding a holiday shall be granted. Work performed on Sundays and holidays shall be paid for at double time, with the exception of inventory work. Store managers and head checkers shall be allowed a 30-minute clean-up period on week days and a 60-minute clean-up period on Saturdays and the day preceding a holiday. Employes shall be granted a one-hour lunch period daily, except on Saturday and the day preceding a holiday.

### SECTION 3. Schedule of Wages Men Grocery Clerks

Apprentice, first 8 months experience, \$17.00 per week; \$0.36 per hour.  
Apprentice, second 8 months experience, \$20.00 per week; \$0.41 per hour.  
Apprentice, third 8 months experience, \$22.50 per week; \$0.47 per hour.  
Journeyman, two or more years' experience, \$25.00 per week; \$0.53 per hour.  
Head Checkers, \$30.00 per week; \$0.56 per hour.

### Women Grocery Clerks

Apprentice, first 8 months experience, \$16.00 per week; \$0.34 per hour.  
Apprentice, second 8 months experience, \$17.50 per week; \$0.37 per hour.  
Apprentice, third 8 months experience, \$19.00 per week; \$0.40 per hour.  
Journeyman, two or more years' experience, \$21.50 per week; \$0.45 per hour.

### Bakery and Delicatessen Clerks

Men employed as clerks in a bakery or delicatessen shop shall receive the scale for men grocery clerks.

SECTION 4. Experience shall be based on the total experience accumulated in retail grocery stores, bakery and delicatessen shops or departments of the same classification.

SECTION 5. One apprentice may be employed for each store and one additional apprentice for every three journeymen sales people regularly employed after the first three. No journeyman sales person shall be replaced by an apprentice.

SECTION 6. The Party of the First Part agrees that in any store or market having three or more full time employes that one shall be designated as the head clerk.

SECTION 7. No employe, who prior to the date of this agreement was receiving more than the rate of wages designated in the schedule herein contained, for the class of work for which he was engaged, shall suffer a reduction of wages or position through the operation or because of the adoption of this agreement.

SECTION 8. The following holidays are to be observed: New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, and any and all other holidays nationally or locally observed by the stores parties to this agreement. When a holiday falls on Sunday, the following Monday shall be observed. No regular full time and no regular part time employe shall suffer any reduction of pay or be required to make up any time for the holidays, provided, such employe is on duty the working day preceding and the working day following the holiday.

SECTION 9. All employes of the Party of the First Part shall be granted a one week's vacation with pay each year, provided that said employes have been in the employ of the Party of the First Part one year prior to such vacation period.

SECTION 10. The Party of the First Part shall not permit demonstrator salesmen to perform the work of store clerks, but where such demonstrators are employed, they shall confine their sales to the particular items being demonstrated. Such demonstrators shall

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wear clothing or carry some badge identifying them with the product or the firm for which the demonstration is being made.

SECTION 11. The Party of the First Part agrees to display the Union Shop Card of the Retail Clerks International Protective Association, which is the property of the Union, cannot be sold, and can be withdrawn from the store for the violation of this agreement.

SECTION 12. Members of the Union shall not be discriminated against for upholding Union principles, and there shall be no individual contract or agreement between employer and employee.

SECTION 13. The Business Representative of the Union shall be allowed access to the store on business involving the relations of both parties to this agreement.

SECTION 14. If any complaint or grievance arises under this agreement, it shall be taken up directly with the Business Representative of the Union and the Party of the First Part. If they fail to agree, to be submitted to the Executive Board of the Union and

**PARTY OF THE FIRST PART,**

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It is agreed that members of the Union in any dispute shall be given preference in hiring over non-union men.

SECTION 1. Each full time employee shall receive a 15% increase in pay over the 1933 rate of \$1.00 per hour. This increase shall be paid in three equal installments of 5% each on the first of each year.

SECTION 2. The following holidays shall be observed: New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, and also one day in lieu of any holiday as herein provided. When a holiday falls on a Sunday, the following Monday shall be observed in lieu of the holiday.

SECTION 3. The following schedule shall be observed: New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, and also one day in lieu of any holiday as herein provided. When a holiday falls on a Sunday, the following Monday shall be observed in lieu of the holiday.

the Party of the First Part, and, in the event they cannot reach an agreement, it may be submitted to an Arbitration Board consisting of two representing the employer and two representing the employees, and if they fail to agree, the four shall select a fifth member, acceptable to both parties, and the decisions of the fifth member shall be accepted as final by both parties to this agreement.

THIS AGREEMENT shall be in full force and effect from ....., 1938, to ....., 1939. Sixty (60) days' written notice, prior to the expiration date, shall be given by either party desiring to change any provisions of this agreement at the expiration date. If not opened by either party, the agreement shall continue from ....., 1939, to ....., 1939. At that time it may be opened by either party with sixty (60) days' written notice, prior to the expiration date of ....., 1939.

**PARTY OF THE SECOND PART,**

Retail Clerks Union, Local No. 367,

SECTION 1. Experience shall be based on the total number of years of experience in the retail trade.

SECTION 2. One apprentice may be employed for each full time regular employee. The apprentice shall be employed for an apprentice period.

SECTION 3. The Party of the First Part agrees that in any case of market failure there is to be no reduction in pay and that the work shall be distributed as the best possible.

SECTION 4. The employer, who takes in the title of this agreement was working under the rule of wages designed in the schedule herein attached for the class of work for which he was engaged and within a reasonable period of time shall be employed by the employer.

SECTION 5. The following holidays are to be observed: New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, and also one day in lieu of any holiday as herein provided. When a holiday falls on a Sunday, the following Monday shall be observed in lieu of the holiday.

SECTION 6. All employees of the Party of the First Part shall be given a 15% increase in pay over the 1933 rate of \$1.00 per hour. This increase shall be paid in three equal installments of 5% each on the first of each year.

SECTION 7. The Party of the First Part shall not permit discrimination against any employee on the basis of race, color, sex or religion. If any employee is discriminated against on the basis of race, color, sex or religion, the employee shall be given preference in hiring over non-discriminated employees.

