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Collective Bargaining Agreements

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11-1-1939

## Kitsap County Food Association and Retail Clerks International Protective Association, Local 381, AFL (1939)

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## Kitsap County Food Association and Retail Clerks International Protective Association, Local 381, AFL (1939)

### Location

Bremerton, WA

### Effective Date

11-1-1939

### Expiration Date

11-1-1940

### Number of Workers

203

### Employer

Kitsap County Food Association

### Union

Retail Clerks International Protective Association

### Union Local

381

### NAICS

44

### Sector

Private

### Item ID

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### Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

### Comments

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*Bremerton*  
*Wash.*

FOODS STORES  
WAGE AND WORKING AGREEMENT  
1939-1940

Approved by the International Union and the Bremerton Central Trade and Labor Council, Between the Kitsap County Food Association, Inc., Bremerton, Washington or any other Store or Firm not a member of said Association, and Local 381, Retail Clerks International Protective Association of Bremerton, Washington, affiliated with the American Federation of Labor. This Agreement mutually made and entered into this first day of October, 1939, by and between Kitsap County Food Association, Inc. of Bremerton, Washington, or any other Firm or Association, Party of the First Part, and the Retail Clerks International Association, Local 381, of Bremerton, Washington, Party of the Second Part, hereinafter referred to as the Union.

WHEREAS, the parties hereto desire to cooperate and establish and maintain proper and suitable working conditions in the Retail Trade Industry, and to secure uniform and actable terms of employment conditions of labor satisfactory to employer and employee.

WHEREAS, both parties hereto recognize the principle of collective bargaining in accordance with Labor Laws enacted by our Government at Washington, D.C. An Agreement between the employer on one hand, and his employees organized in Labor Unions on the other hand, is conceded as being beneficial and advantageous to the interest of both the employer and the employee, and conducive to their best interests.

THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and of the sum of One Dollar (\$1.00), paid to each other as a valuable consideration, it is mutually agreed as follows:

SECTION 1

The employer hereby agrees to retain or employ only members of good standing in the Union or those who will become members if eligible and acceptable.

1. The Union agrees to furnish the Union Membership Card and Button to each employee when all regular, or regular-extra employees or extra employees of the employer have complied with the rules and regulations of the Union and are members therein.
2. It is understood that members of the Union in good standing shall be given preference in employment.
3. The Union is to be the sole judge as to whether or not a member of said Union is in good standing.
4. A Union button shall be secured by all new or extra employees, not members of the Union at time of employment, provided they are employed more than one day per month. Working buttons shall be good only for the month in which they are issued. No buttons shall be issued until all available regular employees of the employer are restored to service if competent and available. All new, steady employees working half-time or in excess shall be issued a button for thirty days only, at the expiration of which time they shall affiliate with the Union. Extra or regular-extra employees shall secure a working button from the Union the first of each and every month.

5. The employer hereby agrees not to enter into any private agreement with any member of members of the Union without the knowledge or consent of the Union. All employees having been employed for one year or more by the same employer, store, or company shall receive one week out of every year, a vacation with pay. Vacation period shall be six consecutive working days or more. This clause shall not be construed as limiting the vacation to one week but as a minimum vacation period. Vacation dates shall be arranged with due consideration to the employer's wishes.
  
6. The following Holidays are to be observed:  
New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Armistice Day, Christmas Day, and all other holidays nationally or locally observed by the stores, parties to this agreement, and also, all holidays observed by the Puget Sound Navy Yard. When a holiday falls on Sunday the following Monday shall be observed. No regular full time and no regular part-time employees shall suffer any reduction of pay, or will be required to make up any time for holidays, provided such employee is on duty the working day preceding and the working day following the holiday, except when employee is on vacation.
  
7. Parties of the First Part agree to notify the Secretary or Business Agent of the R.C.I.P.A., Local 381, the name and address of all employees, including extras, employed or discharged during the term of this agreement.

#### SECTION 11

No employee 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 or she was engaged, shall suffer a reduction of wages or position through the operation, or because of the adoption of this agreement.

1. Nothing in this agreement shall tend to limit the wages of any employee.
  
2. It is also agreed that less than regular hours of labor per day shall be on hourly basis.

SECTION 111

Schedule of wages, and hours for Grocery stores, Delicatessen, Bakeries and etc.

1. Eight hours shall constitute a days work and forty-eight hours shall constitute a weeks work, nor more than six days per week. A fifteen minute clean-up period on week days and a sixty minute period on Saturdays and the day proceeding holidays shall be granted. There shall be a Head Clerk other than the owner or manager where four or more regular full-time help is employed. No employee shall be required to work later than 11:00 P.M. nor more than 10 hours overtime in any one week.

2.

MEN

Apprentice, first 4 months experience,	\$15.00 per week;
\$ .35 per hour.	
Apprentice, second 4 months experience,	\$18.00 per week;
\$ .40 per hour.	
Apprentice, third 4 months experience,	\$22.50 per week;
\$ .50 per hour.	
For next 12 months experience,	\$25.00 per week;
\$ .55 per hour.	
Journeyman, two or more years exper.	\$30.00 per week;
\$ .70 per hour.	
Head Clerk	\$32.50 per week;
\$ .70 per hour.	

WOMEN

Apprentice, first 4 months experience,	\$14.00 per week;
\$ .30 per hour.	
Apprentice, second 4 months experience,	\$16.00 per week;
\$ .35 per hour.	
Apprentice, third 4 months experience,	\$18.00 per week;
\$ .40 per hour.	
Next twelve months experience,	\$20.00 per week;
\$ .50 per hour.	
Journeyman, two or more years exper.	\$22.50 per week;
\$ .50 per hour.	

3. Extra employees shall be paid on an hourly basis at rate of pay in accordance to their claimed or known experience. Regular employees shall be paid schedule of wages as per Agreement. Employer has right to demand proof of experience.



GENERAL BUSINESS ASSISTANTS & WRAPPERS, ETC.

NOT SELLING MERCHANDISE

MEN

4. Apprentice, first year-\$18.00 per week; \$ .40 per hour.  
Journeyman, \$25.00 per week; \$ .70 per hour.

WOMEN

5. Apprentice, first year \$16.00 per week; \$ .35 per hour.  
Journeyman, \$20.00 per week; \$ .50 per hour.

SECTION V

Miscellaneous

1. In consideration of the assigning of this agreement and with full compliance with the provisions thereof, the Party of the Second Part agrees to lease to the Party of the First Part, Union Store Card, the property of an issued by the Retail Clerks International Protective Association, during the term of this agreement, and advise all Union organizations of the City of Bremerton and Vicinity, a reaction of the Party of the First Part, in assigning this agreement. The interest of the Party of the First Part is to be mutually advanced, as to advertising and other means, that will result in the patronage of the store and to continue such efforts for the period of this agreement.
2. The Union will furnish the Union Store Card to employers who do not employ any clerks but who will become nonactive members, provided for in the regulations of the International Association and sign the agreement accompanying the store card.
3. It is further agreed that the Party of the First Part shall surrender the Union Store Card, and the employees the Membership Card and Buttons upon demand to the Party of the Second Part for any violation of this agreement or upon its expiration.
4. Members of the Union shall not be discriminated against for upholding Union principals nor shall any member elected by the members holding any official office be discriminated against.
5. The Business Representative of the Union shall be allowed excess on business involving relations of both parties to this agreement, to any and all firms, stores and etc., whom now have members or non-members of the Union employed or the Union Store Card.
6. All Wages or salaries shall be paid each week.
7. Employees shall properly serve customers who are shopping in the store at closing time.
8. Fifty-one per cent of the time spent in employment under any classification shall determine the classification with this agreement.

9. All claims or complaints by or between employee or employer shall be made on or before and not later than seven days from date of injury to the Secretary of the Union or Business Representative. Neither the Union or employer shall recognize any claims or complaints after the seven days period.
10. If any complaint or grievance arises under this agreement, it shall be taken up directly with the Business Representative of the Union or executive board and the Party of the First Part. If they fail to agree, to be submitted to an Arbitration Board consisting of two representing the employer and two representing the employee, and if they fail to agree, the four shall select a fifth member, acceptable to both parties, and the decision of the fifth member shall be accepted as final by both parties on any decision made. All complaints or claims of any nature shall be settled by an Arbitration Board within 30 days. It is understood that the Union is not in favor of sympathetic strikes and will do all in its power to prevent the same.
11. There shall be a definite daily starting and quitting time for each employee. One full hour shall be allowed for lunch.
12. Each employer may employ not more than one apprentice for each four regular full-time experienced employees. This clause shall not, however, prevent a store from employing one apprentice only. No journeymen, or sales person shall be replaced by an apprentice.
13. Experience shall be based on the total experience accumulated in like departments of the same classification in which he or she seeks employment, and wages shall be determined according to total experience of employee.
14. Experienced employees may be allowed to work two weeks for a new employer if deemed necessary, to prove that they are experienced at twenty per cent less than the regular pay for such work.
15. Any and all special wearing apparel required by the employer such as aprons, uniforms, and etc. shall be furnished and laundered by the employer.
16. All work performed before or after regular hours of employment shall be at the rate of time and a half. Holidays shall be at the rate of double time, such overtime shall not exceed ten hours per week, except four hours quarterly for the purpose of taking inventory or ten hours accumulative in twelve months.
17. It is further agreed that all bona fide store owners and managers, where the owner is not actively engaged in the management of said stores, shall not be required to become a member of the Union. Nothing in this clause shall exempt an employee from becoming a member of the Union, under any title; Assistant Manager, Manager, Buyer, Department Heads, etc. It being the intention as above stated that only Managers and owners in full charge shall be uneligible for membership in the Union.

18. It is further agreed that extra help employed for less than three consecutive hours shall be paid fifteen per cent more than the regular classified scale of wages.
19. If the Union has reasonable cause to believe that the Employer is failing to abide by the terms of this agreement the Unions reserve the privilege to require that the various salaries of the Employees or employee be varified to the Business Agent or the Executive Board of the Union.
20. A regular Employee shall be one who works sixteen days per month or more.
21. 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.
22. No money shall be deducted from any Employees Wates, except Social Security and Group Insurance.
23. Any question as to interpretation of this agreement shall be between the employer or his Representative and the Business Representative of the Union or the Executive Board of the Union only.
24. Promotional Meetings shall not be more than thirty minutes long, nor oftener than once a week.
25. No child under fourteen years of age shall be employed.
26. The Employer agrees not to employ or hire any person, including extras, without first ascertaining that he or she has a paid-up Union Card or Permit from the Union.
27. Employers shall report to Secretary of Union each month, all hours of overtime worked during past month, and amount of salary paid, when deemed necessary. This shall include extra employees.
28. It shall be considered a violation of this agreement if not done so by the Employer or Employees.
29. All Employees sixty days delinquent in dues shall be dropped from Local without notice, and shall be discharged by Employer as per Section 1.
30. This agreement shall remain in full force until October First 1940, untill cancelled, revised, or altered by writton request of either party, thirty days prior to the expiration, except that it may be opened for wage adjustment only every 90 days by written notice, adjustments to be made by an Arbitration Board.
31. Each and every Union Store shall have a signed copy of this agreement and the Union shall have a signed copy on file.
32. It is further agreed that two weeks notice shall be given by employer and employee on any change in employment anticipated by either party, except extra employees. Failure to do so by either party shall be compensated for in cash equivalent to one weeks salary.



- 33. If any section, sentence, clause or phrase of this agreement shall, for any reason be held to be unconstitutional, or declared void, for any reason, such decision shall not affect the validity of the remaining portions of this agreement.
- 34. It is further agreed by both parties to this agreement that store hours for the Kitsap County Food Association, Incorporated, shall be 8:00 A.M. to 6:00 P.M. except Sundays and Holidays.
- 35. It is agreed that this agreement shall be in effect as of November 1, 1939.
- 36. Any employee working more than the regular hours of labor as per this agreement, without stated rate of pay shall be fined five dollars by the Local 381, R.C.I.P.A. for each violation.

IN WITNESS WHEREOF: Said Parties to this agreement have set their hand and seal this .....day of .....1940.

PARTY OF SECOND PART  
 President, R.C.I.P.A. Local 381

PARTY OF FIRST PART  
 President, Kitsap County Food Association, Inc.

By.....

By.....

Sec.....

Sec.....

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

Clerks # 381  
Bremerton, Wash.  
11-1-40

UNION AGREEMENTS

November 16, 1939

Mr. J. R. Jones, Sec'y #381  
Retail Clerks' Int'l Protective Ass'n  
1120 6th St.  
Bremerton, Wash.

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 Lubin*

Commissioner of Labor Statistics.

Enc.

Name of company or employers' association signing the agreement Food Union Kitsap County

(If more than one employer, please list on reverse side)

Number of companies covered by agreement 75

Number of union members working under terms of agreement 203

Number of nonmembers working under terms of agreement \_\_\_\_\_

Branch of trade covered Retail Stores

Date signed Nov 1 Date of expiration Oct 1 39

Please check here if you wish the agreement returned No

(Name of person furnishing information)

(Address)