



Cornell University
ILR School

Cornell University ILR School
DigitalCommons@ILR

Retail and Education Collective Bargaining
Agreements - U.S. Department of Labor

Collective Bargaining Agreements

1-1-1942

Moore Mercantile Company and Retail Clerks International Protective Association, Local 899, AFL (1942)

Follow this and additional works at: <https://digitalcommons.ilr.cornell.edu/blscontracts2>

Thank you for downloading an article from DigitalCommons@ILR.

Support this valuable resource today!

This Article is brought to you for free and open access by the Collective Bargaining Agreements at DigitalCommons@ILR. It has been accepted for inclusion in Retail and Education Collective Bargaining Agreements - U.S. Department of Labor by an authorized administrator of DigitalCommons@ILR. For more information, please contact catherwood-dig@cornell.edu.

If you have a disability and are having trouble accessing information on this website or need materials in an alternate format, contact web-accessibility@cornell.edu for assistance.

Moore Mercantile Company and Retail Clerks International Protective Association, Local 899, AFL (1942)

Location

Lompoc, CA

Effective Date

1-1-1942

Expiration Date

12-13-1942

Employer

Moore Mercantile Company

Union

Retail Clerks International Protective Association

Union Local

899

NAICS

44

Sector

Private

Item ID

6178-009b132f006_04

Keywords

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

Comments

This digital collection is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial, educational use, only.

Articles of Agreement

THIS AGREEMENT, made and entered into by and between Wm. W. Mercantile Co.

of San Jose California, hereinafter referred to as the Party of the First Part, or Company, or both and the Retail Clerks International Protective Association, Local No. 899 of Santa Barbara and Ventura Counties in the State of California, hereinafter referred to as the Party of the Second Part or the Union to wit:

That for and in consideration of the covenants hereinafter mentioned to be kept, done and performed by the respective parties hereto, it is the desire and aim of said parties to promote the mutual benefits and interests of each other. Realizing that such an Employee-Employer relationship will lead to the providing of more intelligent service to the customers and to the upbuilding of the community, it is agreed as follows:

SECTION 1—RECOGNITION AND EMPLOYMENT.

(a) The undersigned Party of the First Part hereby recognizes the R.C.I.P.A. Local No. 899 as the sole collective bargaining agent for all employees coming under its jurisdiction as granted by the American Federation of Labor.

(b) The Party of the First Part agrees to employ or retain in employment only members in good standing in the Union, PROVIDING however that if the Union is unable to furnish satisfactory help that the Company may employ Non-members who shall make application for membership in the Union within seven (7) days from the date of employment and who shall become members in good standing in the Union within thirty (30) days immediately following the date of employment. It is further agreed that the manager or owner of each store shall notify the Union immediately upon hiring new employees on cards to be furnished each store by the Union.

SECTION 2—HOURS OF WORK.

(a) Eight (8) hours shall constitute a day's work. All such hours of employment shall be consecutive with the exception of not more than one hour for lunch which shall be given as nearly as possible in the middle of the work day so that no employee will be required to work more than six (6) hours without eating.

(b) Forty-eight (48) hours shall constitute a maximum week's work at straight time pay, to be worked Monday thru Saturdays subject only to exception in Section 3 under over-time rates wherein an employer shall guarantee employees Fifty-four (54) hours per week.

SECTION 3—OVER-TIME RATES.

(a) Any time worked in excess of eight (8) hours in any one day and/or forty-eight hours in any one week shall be paid for at the rate of one and one-half times the regular hourly rate provided for in Section 7, providing however, that in such cases where the employer will guarantee ALL employees six (6) hours overtime EVERY week that employees may be required to work these six (6) hours at straight time pay. It is agreed and distinctly understood that this shall not apply to Sunday work or any time in excess of nine (9) hours work in any one day. In such cases where the employer shall guarantee his employees fifty-four (54) hours per week, any time worked in excess of nine (9) hours in any one day and/or fifty-four (54) hours in any one week shall be paid for at the rate of one and one-half times the regular hourly rate provided in Section 7.

(b) Any time worked on Sunday shall be paid for by the rate of one and one-half times the regular hourly rate provided for in Section 7.

SECTION 4—VACATIONS.

(a) All full time employees, after one year's continuous service shall receive annually at least one week's vacation with full pay and shall be allowed to take a second week's vacation without pay. All vacation periods shall be set at times agreeable to both the employee and the employer.

SECTION 5—INVENTORY TIME.

(a) All employees working full time may be required to give four hours quarterly without pay for inventory purposes only, providing however, no inventories shall be taken on the nights before or on the holidays herein specified.

SECTION 6—HOLIDAYS

(a) All the following holidays shall be observed with pay by all full time employees: New Year's Day, Memorial Day, Fourth of July, Labor Day, Armistice Day, Thanksgiving Day and Christmas Day. No work shall be done on the above mentioned days and should the holiday fall on Sunday, the following Monday shall be observed as the holiday with pay.

SECTION 7—RATES OF PAY AND CLASSIFICATIONS.

(a) It is agreed that the following minimum scale of wages be paid:

	Per 48 Hour Week	Straight Time Hourly Rate	Per Guar- anteed 54 Hour Week	Hourly Overtime Rate
MANAGERS. One to be designated in each store where the actual owner is not on duty, shall receive at least	\$40.00	.83 1/3	\$45.00	\$1.25
ASSISTANT MANAGERS, NO. 1 MAN, HEAD CLERKS, ETC. Any employee who has complete responsibility of operating a department, in buying and selling and/or responsible for the profits of the department.....	\$35.00	.73	\$39.38	\$1.09 1/2
JOURNEYMEN CLERKS. All Employees who have had two or more years experience with local firms or any employee who can qualify as such, sooner, in the judgment of the employer, not less than.....	\$30.00	.62 1/2	\$33.75	\$.94
BEGINNER CLERKS. Employees having no known or provable experience at the time of employment. First eight months.....	\$22.50	.47	\$25.31	\$.70
APPRENTICE CLERKS. Employees having more than eight months but less than 16 months experience.....	\$25.00	.52	\$28.13	\$.78
SENIOR APPRENTICE CLERKS. Employees having more than 16 months experience but less than two years known or provable experience.....	\$27.50	.57 1/3	\$30.94	\$.86
VACATION AND RELIEF MANAGERS. Those employees who shall take the place of the Regular Manager during vacations or other emergencies one or more weeks at a time shall receive at least	\$40.00	.83 1/3	\$45.00	\$1.25
PART TIME EMPLOYEES. Any employee working less than twenty-four hours per week and performing the duties of a regular clerk such as stocking, waiting on trade, checking, etc., shall be paid not less than.....		.55		\$.82

10-1

*Retail Clerks #899 (A.F.)
Lompoc, Calif.
7-12-13-42*

CONFIDENTIAL

Any part time employee required to work more than 8 hours in any one day shall be paid not less than time and one-half for all such overtime work.

Any part time employee working more than twenty-four (24) hours in any one week shall be paid according to the hourly rate provided for above, according to his experience. This shall be determined by dividing the 48 hour week schedule by 48.

PACKAGE BOYS. Any employee whose duties shall be confined to helping customers to their cars with merchandise, cleaning up, and such other miscellaneous duties which shall not be the duties of a regular clerk such as outlined above, shall receive not less than
All time worked over 8 hours in any one day shall be paid for at the rate of time and one-half the regular hourly rate. It is further agreed that package boys shall be limited to a reasonable number.

Per Hr. \$.45

Hourly Overtime Rate \$.68

(b) Any employee called to work shall be guaranteed at least 4 hours pay per call providing however, that this shall not apply to package boys or after-school employees so long as they shall be paid not less than \$8.00 per week at the hourly rate specified above.

(c) It is agreed that a ratio of three employees receiving journeymen's pay or better will be maintained to every apprentice or beginning clerk employee, providing however, that each store shall be entitled to one beginner clerk or apprentice before the first journeyman is employed. It is further agreed that all employees covered by this contract may be pooled in determining this ratio.

(d) It is agreed that female employees shall receive the same hourly rate of pay as men.

SECTION 8—GENERAL PROVISIONS.

(a) Discharge . . . No employee shall be discharged or discriminated against for upholding Union Principles.

(b) Seniority . . . When it becomes necessary to increase or decrease the sales force the factor of seniority shall prevail, when merit and ability as between two people are equal.

(c) Scope . . . It is agreed that no employee shall suffer any reduction in pay or loss of working condition by reason of the adoption and signing of this agreement.

SECTION 9—FOR THE PURPOSE OF FAIRNESS IN COMPETITION, AND POLICING OF THIS CONTRACT.

(a) It is agreed that the duly authorized representative of the Union shall have access of the stores of the company for the purpose of transacting business so long as calls shall not interfere with the proper service to customers. It is further agreed that payroll records shall be available to the Union on demand from the office of the Company.

(b) It is agreed that each member of the Union shall be furnished with forms which shall show his daily working hours, regular salary, amount of overtime, and other information which shall be filled in each day and signed by both the employee and the manager of his store, each week. This form to be furnished by the Union, shall be made in triplicate, one copy to be sent by the employee to the Union, one copy for his own reference, and one copy to be retained by the employer. In such cases as may arise where employees time records do not agree with that of the manager and a dispute arises, the employee shall be paid the undisputed portion due him, the disputed portion to be taken up as soon as brought to the attention of the Union by the Union representatives and the employer for adjustment within fifteen (15) days after same was due.

(c) It is agreed that each employee shall be given a schedule of daily working hours which shall show his regular starting time, lunch period and quitting time for each day of the week as well as his day off. The Union agrees to furnish each employer with sufficient working schedule cards for each employee. It is further agreed that the office of the Union will be notified within forty-eight (48) hours of any change of employees schedule after they have once been set up.

SECTION 10—REINSTATEMENT.

The employer agrees that all employees who leave their jobs for services under the National Guard Training Act of 1940, or the National Training and Service Act of 1940, both as amended, during that period of service retains all seniority accumulated to the day of his entry into the Armed Forces provided he makes application for re-employment within forty (40) days after he is honorably discharged from such service and provided further that he has not been physically disabled in such service to such an extent as to render him unable to work.

SECTION 11—TERM OF AGREEMENT.

This agreement shall become effective on the date of signing and shall remain in full force and effect to and until December 31, 1942, and from year to year thereafter subject to alteration or amendment by negotiation when either party shall notify the other by mail bearing a postmark at least thirty days prior to any December 31st. All notifications shall state the changes desired. Failing receipt of such notices the agreement herein contained shall remain in full force and effect until so altered or amended.

SECTION 12—NON-ACTIVE MEMBERS.

The Union agrees to furnish the Union Store Card to small dealers who do not employ any help, but who will sign this agreement and become non-active members as provided for in the Retail Clerks International Constitution.

UNION STORE CARD NO....., the property of and issued by The Retail Clerks International Protective Association, is issued with the signing of this agreement to be prominently displayed during the life and full compliance of the provision of this agreement, signed this.....day of..... 1942.

FOR THE COMPANY, PARTY OF THE FIRST PART.

(Approved by International Office 12-22-41)

Store.....

By.....

FOR THE UNION, PARTY OF THE SECOND PART.
Retail Clerks Local Union No. 899

By.....

10-2