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Collective Bargaining Agreements

9-1-1937

Food Employers Association and Retail Food Clerks Union, Retail Clerks International Protective Association, Local 870, 1058, 1179, AFL (1937)

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Food Employers Association and Retail Food Clerks Union, Retail Clerks International Protective Association, Local 870, 1058, 1179, AFL (1937)

Location

Oakland, CA

Effective Date

9-1-1937

Expiration Date

9-19-1940

Employer

Food Employers Association

Union

Retail Food Clerks Union, Retail Clerks International Protective Association

Union Local

870, 1058, 1179

NAICS

44

Sector

Private

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*Ret. Clks # 870
Oakland
Calif.*

AGREEMENT



**RETAIL FOOD CLERKS
UNION—Local 870**

and

**RETAIL CLERKS UNION
Locals 1058 and 1179**

**INTERNATIONAL PROTECTIVE
ASSOCIATION**



**AFFILIATED WITH
AMERICAN FEDERATION
OF LABOR**



EFFECTIVE SEPTEMBER 1937

**RUSSELL W. NATHAN, President
JAMES A. SUFFRIDGE, Secretary**

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EFFECTIVE SEPTEMBER 1937

**RUSSELL W. NATHAN, President
JAMES A. SUFFRIDGE, Secretary**

AGREEMENT

THIS AGREEMENT made and entered into this.....day of, 1937, by and between FOOD EMPLOYERS ASSOCIATION, a corporation, First Party, hereinafter called Association or Employers, and RETAIL FOOD CLERKS UNION LOCAL 870, Alameda County, and RETAIL CLERKS UNIONS, LOCALS 1179 and 1058, Contra Costa County, all of said Unions affiliated with the American Federation of Labor through the Retail Clerks International Protective Association, Second Party, hereinafter called Unions.

WITNESSETH :

WHEREAS, the FOOD EMPLOYERS ASSOCIATION, is an incorporated non-profit association whose members are persons, firms and corporations engaged in the business of distributing at retail, food and food products within the counties of Alameda and Contra Costa; said members are hereinafter referred to as Employers; and

WHEREAS, said Unions are unincorporated non-profit associations operating in Alameda County and Contra Costa County;

NOW THEREFORE, in consideration of the premises and of the respec-

tive promises, agreements and covenants of the said parties hereto, they do hereby mutually agree as follows, to-wit:

SECTION I. RECOGNITION: The association and its members hereby recognize the unions as the sole collective bargaining agency for all employees working for the employer and within the jurisdiction of the unions, as long as said unions are affiliated with the American Federation of Labor; and the unions hereby recognize the association as the collective bargaining agency for all employers.

SECTION II. EMPLOYMENT OF UNION MEMBERS: The employer shall employ only members of the unions in good standing and through the offices of the unions, provided however, that in the event the said unions cannot meet the request of the employer for an employee, satisfactory to the employer, the employer may hire a person not affiliated with the unions, as hereinafter set forth.

The unions shall maintain a list of unemployed members together with their qualifications, and shall furnish a copy of said list to the association upon request, and revise same not less than once a week. In the event said list contains no members satisfactory to the employer, he may hire a non-member of the unions,

but only in compliance with the following rules:

(a) The employer shall notify the unions within 24 hours after the employment of such non-union person.

(b) The said employee shall file an application to become a member of the union within five (5) days from the date of his employment. The union shall not initiate said employee within twenty-one (21) days from the date of his employment unless approved by the employer.

(c) The employer shall, within seven (7) days after notice from the union, discontinue the employment of said person if said person has not filed said application and has not become a member of said union as above set forth.

(d) The employer shall pay said person so employed during the period said person is not a member of the union at the regular union wage provided for in this agreement for the class of work said person is doing, and shall in all other respects require said person to work under and live up to all union rules and regulations covering the employment as set forth in this agreement.

The unions shall accept as members all present employees of employers within the jurisdiction of the unions.

Notwithstanding anything contained in this section to the contrary, it is agreed

that in the hiring of non-union persons full recognition and practice shall be given to the employer's right to hire competent and suitable employees of his own choosing, and, to the right of the unions to preferential hiring of their own members.

SECTION III. DISCHARGE OF AND DISCRIMINATION AGAINST EMPLOYEES: The employer shall not discharge or discriminate against an employee for upholding union principles, serving on a committee of the union or any organization affiliated therewith, and failing or refusing to purchase stocks, bonds, securities, or interest in any partnership, corporation and/or company. Upon the discharge of any employee, the employer shall, within twenty-four (24) hours thereafter notify the union of such discharge.

SECTION IV. WORKING HOURS AND OVERTIME:

(a) For male employees nine (9) hours shall constitute a day's work, and fifty-four (54) hours shall constitute a week's work; and for female employees 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 thereof shall be considered Overtime and paid for in accordance with the Overtime Hourly Rate as

hereinafter set forth in sub-section (b) of Section V, which said Overtime is figured at the rate of time and one-half. The present inventory taking practice shall continue, provided however, that any regular employee may be required to work without compensation therefor not more than six (6) hours semi-annually performing inventory work.

(b) The regular day's work for female employees shall be worked within nine consecutive hours and the regular day's work of male employees shall be worked within ten consecutive hours, and both male and female employees shall receive one hour off for lunch at approximately the middle of the working day.

(c) No employee shall be allowed or required to wait on customers or sell merchandise except between the hours of 8:00 A. M. and 7:00 P. M. from Monday to Saturday inclusive; provided however, that all customers in the store at closing time shall be waited on by employees without additional compensation.

(1) Employers agree that all stores shall remain closed to customers between the hours of 7:00 P. M. and 8:00 A. M. and all day Sundays and the holidays set forth in Section XII.

(2) As used herein, the term "stores" shall mean all establishments within Alameda and Contra Costa Counties selling food and food products to consumers for consumption off the premises, including grocery stores, delicatessens, fruit and produce stands, dairy stores and bakeries.

(d) All extra employees shall receive a differential of ten cents (10c) per hour above the scale in the classification in which they work with a guarantee of four hours pay for each day such employee is ordered to report for work, provided however, that any extra employee working more than three days for the same employer in any calendar week shall be paid at the rate of the regular scale. All extra employees shall be paid within three days after the completion of the work for which they have been called in.

(e) No employee shall be required or allowed to work more than one hour overtime in any one day, nor more than six hours overtime in any one week, provided however, that where the employee is engaged in taking inventory he may be required or allowed to work such overtime as may be necessary to complete the taking of the inventory.

(f) When a regular employee has been in the employ of an employer for

twelve consecutive months, such employee shall be entitled to receive during each twelve month period thereafter not less than one week's vacation with pay. All the time lost from employment because of reasonable absence from work through sickness or other emergency or temporary lay-off shall be considered as time worked for the purpose of determining the length of employment.

Vacation periods shall be fixed by the employer to suit the requirements of his business but as far as possible and practicable vacations will be given during the summer months.

SECTION V. SCHEDULE OF WAGES :
The following schedule of minimum wages shall be maintained by the parties hereto during the period of this agreement, and the employer shall and hereby agrees to pay wages in compliance therewith; it being understood and agreed that all wages fixed in this contract are so fixed upon the basis of an eight hour day and forty-eight hour week for female employees, and a nine hour day and fifty-four hour week for male employees, worked over a period of six days.

A. WEEKLY RATE :

	MALE	FEMALE
Managing Clerks	\$40.00	\$35.55
Check Clerks	35.00	31.11
Receiving Clerks	35.00	
Receiving Stock Clerks	30.00	
Regular Clerks	30.00	26.67
Stock Clerks	25.00	22.26
Cashiers	25.00	22.26
Beginner Clerks	22.50	20.00

B. OVERTIME HOURLY RATE :

	MALE
Managing Clerks	\$1.11
Check Clerks97
Receiving Clerks97
Receiving Stock Clerks93
Regular Clerks93
Stock Clerks70
Cashiers70
Beginner Clerks62

C. RELIEF TIME RATE: Any regular employee who is required by the employer to perform his regular duties in more than one store in any one week shall receive the sum of \$2.50 per week in addition to his regular remuneration, and wherever an employee is required by the employer to change from one store to another during the same day, all time consumed by said employee in going either to or from one store to another shall be considered and paid for as part of his regular day's work. This

section shall not apply in cases of permanent transfer.

SECTION VI. CLASSIFICATION OF EMPLOYEES: For the purpose of this contract the classifications of employees above set forth are hereby defined as follows:

(a) The employer may require any employee to do work not within the duties of one classification, in which event such employee shall be classified and paid under that classification which pays the highest wage, except where an employee of a higher classification is relieved for lunch periods, and provided further, that the mere occasional or incidental performance of a duty of a higher classification shall not be construed as entitling the employee to the pay of the higher classification.

(b) **Cashier:** A cashier is an employee engaged exclusively in the handling of cash involved in the receiving of payment for retail purchases made in a store, but not handling any merchandise.

(c) **Stock Clerk:** A stock clerk is an employee engaged in the major part of his time in the retail department of the employer's establishment, performing miscellaneous duties around the store, including the stocking of shelves, assisting customers with their shop-

ping (but not waiting on them) occasionally taking care of delivery orders, but not checking receipts or accounts, or handling cash in a store.

(d) **Regular Clerk:** A regular clerk is an employee, who, in addition to the duties of a stock clerk as hereinbefore defined, handles cash and waits on customers. In such instances where only one person is employed at a time in a department the employer may classify and pay such person as a regular clerk.

(e) **Receiving Stock Clerk:** A receiving stock clerk is an employee engaged the major part of his time in the receiving department of the employer's establishment, but in no instance waiting on customers, assisting them with their shopping or handling cash.

(f) **Receiving Clerk:** A receiving clerk is an employee who is engaged the major part of his time in the receiving department of the employer's establishment, and who is in charge of and responsible for the receiving of merchandise.

(g) **Check Clerk:** A check clerk is an employee who, in addition to the duties of a regular clerk as hereinbefore set forth, performs one of the following duties:

1. Acts as a department manager having charge of and supervision over a department, except in such instance as set forth in subsection (d) of this section defining the duties of a regular clerk.

2. Acts in the capacity of assisting the managing clerk in his duties; or acts in the capacity of assisting the owner where the owner is actively engaged in the business performing the duties of a managing clerk, or performs the duties of a managing clerk in his absence, and generally supervises the conduct of a store. The mere occasional or incidental performance of a duty of a managing clerk under direction or instruction shall not be construed as the basis for classifying an employee as a check clerk. This sub-section shall not apply to stores where not more than two people, including the owner, are working therein where either—

1. The owner is actively engaged in the business performing the duties of a managing clerk; or

2. Where a managing clerk is employed where the owner is not actively engaged in the business, as above set forth in this sub-section.

(h) **Managing Clerk:** A managing clerk is an employee who has charge

of and general supervision over not more than one store, and attends to and is responsible for the proper checking and collection of the cash and receipts, and the ordering of merchandise at said store, and is generally the nominal head or foreman thereof.

(i) **Beginner Clerk:** A beginner clerk is an employee who has had less than three (3) months' experience in a food store under any of the above classifications, irrespective of where such experience may have been had. A beginner clerk may perform the duties of any classification except managing clerk or check clerk.

SECTION VII. STORE MEETINGS: No store meetings shall be held so as to conflict with the regular meetings of the unions, and upon a three day notice to the employer of a special meeting the employer agrees to hold no store meeting in conflict therewith.

SECTION VIII. CAPS AND UNIFORMS: Whenever the employer demands the wearing of a uniform and/or head covering, the same shall be paid for and laundered and cleaned by the employer, and it shall be required by both parties hereto that all such apparel shall bear the union label of the American Federation of Labor union, unless the same is not available, but all laundry and cleaning of such ap-

parel shall be done by an establishment employing exclusively American Federation of Labor union help; provided, however, that in the event any employee uses more than three uniforms in any one week the employer shall have the right, if he so desires, to deduct the sum of twenty-five cents from the employee's pay for the week the employee uses more than three uniforms.

SECTION IX. CHARITY: The unions shall and hereby agree to conduct and handle any and all campaigns and drives for charitable purposes among its membership in such instances as they deem advisable; but in no event shall the employer carry on any charitable campaign among his employees.

SECTION X. VISITS TO STORES: It is agreed by both parties hereto that the business representatives shall have the right and shall be allowed by the employer to visit any and all stores for the purpose of making inquiries from the employees relative to information about working conditions, violations of working conditions, complaints of members of the Union, and/or any violations of this agreement.

SECTION XI. SUSPENDED OR EXPELLED MEMBERS OF THE UN-

ION: When any member of the union is suspended or expelled the employer shall and hereby agrees to discharge such member within seven (7) days after receiving notice from the union of such suspension or expulsion.

SECTION XII. HOLIDAYS: The following holidays shall be observed and each regular employee shall be paid for the same except when without permission of the employer the employee fails to report for work either the day before or the day after the holiday: New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. It is further agreed that whenever such holidays fall upon a Sunday they shall be observed upon the following Monday, and it is further agreed that said holidays shall be granted as days off to employees in addition to their regular Sundays off.

SECTION XIII: Wherever the employer requires the bonding of any employee or the carrying of any insurance for the indemnification of employer, the premiums for the same shall be paid for by the employer.

SECTION XIV. ADJUSTMENT OF CONTROVERSIES:

1. Organization:

(a) It is recognized by the parties

hereto that harmony, cooperation and confidence between all parties to this agreement is essential to its successful operation. It is agreed that this can best be accomplished by the setting up of an adjustment board composed of six individuals, three from each side, having full voice and vote, and four alternates, two from each side, having voice but no vote, and who may act with both voice and vote in the absence of a regular member. The individuals so chosen shall constitute a permanent board of adjustment. The names of those so appointed shall be at once submitted to the respective parties hereto. If acceptable to the contracting parties, those so appointed will henceforth constitute the membership of said board during the life of this agreement.

If any of those men so appointed are not acceptable, that fact within five days must be communicated to the appointing party which will then propose a new member in the place of the one so disqualified. This procedure will continue until the membership of the board be filled with appointees satisfactory to all parties to this agreement.

(b) A quorum for the transaction of all business shall be six and no question shall be decided without the affirmative vote of at least four. The board, within

five days after it has been appointed, shall organize by electing a chairman, vice-chairman and secretary. The board shall make its own rules and regulations for the carrying on of the business. The expense of operation thereof shall be borne equally by the parties hereto. The association shall be entitled to have present at every meeting of the board its own attorney-at-law, and unions shall have the same right. Such attorneys shall be privileged to take part in all discussions but shall not have any vote on any question.

(c) If a vacancy occurs either by death, resignation, inability to act, or otherwise, the same shall be filled in the manner as is provided for the original appointment of the members thereof.

(d) A certificate of appointment attested by the President and Secretary shall be filed with the respective parties hereto and shall be conclusive evidence of such appointment.

2. Jurisdiction of the Board:

(a) The board shall have jurisdiction to investigate into, hear and decide all matters of controversy between the parties hereto arising out of the performance or interpretation of this agreement, when upon notice from either of the contracting parties the board is asked

to take jurisdiction over such matter of controversy.

Immediately upon receipt of such notice to take jurisdiction the board shall proceed to meet at the earliest possible convenient time, but in any event within three days from receipt of said notice, and shall endeavor to adjust or decide said matter of controversy with expediency. In the event said board does not adjust or decide said matter of controversy within six days after receipt of notice of submission of said matter in controversy, it shall at once proceed to appoint a disinterested person satisfactory to both parties which said disinterested person shall, during the pendency of the matter in controversy before the board, sit as a member of said board with full right of voice and vote. Whenever such disinterested person has been appointed a majority vote shall decide all questions. Any decision of the board either with or without such disinterested person shall be binding upon the parties hereto, who agree to abide by the decision rendered by the board. If the board cannot agree upon the disinterested person to be appointed within one week after the inability of the board to come to a satisfactory adjustment or decision of the matter in controversy before it, then in that event, the board shall lose all jurisdiction over said matter of contro-

versy. Whenever the parties do agree, however, upon the acceptance of the disinterested person, the board with him must decide the matter before it within two weeks from the date of the appointment of said person, or else the board will lose jurisdiction of the matter in controversy.

It is the declared policy of the parties hereto that an honest and conscientious effort will be made by the parties concerned to settle any matter of controversy contemplated under this section before calling upon the board to exercise jurisdiction thereof.

(b) Disputes or controversies arising out of the performance by the unions of their obligations under the constitutions, laws, rules and practices of the Central Labor Council of Alameda County of the American Federation of Labor shall not be matters within the jurisdiction of said board.

(c) There shall be no cessation of work through action either of unions or the employer over any matter over which the board is exercising jurisdiction while such matter remains under the jurisdiction of the board. In the event adjustment has not been made by the immediate parties involved over any matter of controversy between them and neither party has asked the board to take jurisdiction

thereof, there shall nevertheless be no cessation of work through action of either party until three days after notice to the board of the inability of the parties involved to make an adjustment.

(d) Whenever any controversy arises with a particular employer or employers it shall be the policy of the parties hereto to limit the controversy to those immediately involved, and in this particular employers agree not to lend any aid or assistance to the particular employer or employers immediately involved, nor to interfere with, nor to make themselves a party to the controversy, except as is provided for adjustment of matters through the board as set forth in this agreement, and unions agree not to involve any other employer who is a member of the association unless such other employer violates the policy and provisions of this sub-section.

(e) Whenever any action taken by the unions against a lessee or sub-lessee would affect the business of other employers operating in the same premises, such union action shall not be taken until seven (7) days after notice to the affected parties in order to attempt an adjustment, and in no event shall the union take any action if the employer against whom the controversy exists agrees to close his business pending final settlement.

SECTION XV. TERM OF AGREEMENT: The term of this agreement shall be one (1) year from its effective date and may be renewed thereafter for like periods of time either as is or with changes or amendments in the manner following:

(a) If neither party to this contract, prior to thirty days before the expiration of the year term then in existence, notifies the other party in writing of its desire to rescind or make any change or amendment in said contract, then said contract shall be automatically extended and renewed for the following year.

(b) In the event that either party is desirous of the renewal of same with any change or amendment, the party desiring such change or amendment shall give notice of the same to the other party not less than thirty days before the expiration of the year term then in existence, and shall specify in said notice the change or amendment desired. In the event that such change or amendment is agreed to by both parties hereto before the expiration date of the year term then in existence, it shall be incorporated into and made a part of this contract; but in the event said parties cannot mutually agree to the acceptance of said change or amendment, or any other change or amendment to take the place of that

proposed, this contract shall not be renewed for another year, and shall terminate and become null and void upon the expiration of the year term then in existence, unless the parties hereto agree to submit the matter in controversy to arbitration. In the latter instance, it may be agreed to continue the existing agreement during the time the arbitration proceedings are pending.

(c) The effective date of this agreement is....., 1937.

(d) This agreement shall be binding upon the heirs, executors and assigns of the parties hereto.

No employee shall suffer any reduction in wages or general working conditions by reason of the signing of this agreement. No managing clerk who, at the time of the signing of this agreement is receiving wages in excess of \$40.00 per week, shall be replaced by another employee at a lesser wage for the purpose of avoiding any of the provisions of this contract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this.....day of

....., 1937.

FOOD EMPLOYERS ASSOCIATION,
a corporation.

By.....

RETAIL FOOD CLERKS UNION, LOCAL 870.

By.....

.....
RETAIL CLERKS UNION, LOCAL 1179.

By.....

.....
RETAIL CLERKS UNION, LOCAL 1058.

By.....

.....

Any notice of desire to change or rescission of the attached contract is hereby withdrawn and said contract is hereby automatically renewed as provided therein, it being agreed, however, that unless and until there is a final decision by the California Supreme Court to the effect that a labor union has the right to picket for closing hours as regards operators who have not contracted to close at certain specified times -

- (A) All the provisions and parts of sub-section (C) of Section IV shall not be operative.
- (B) The word Sundays in the last line of Section XII shall be changed to the word "days" but otherwise the said Section shall be fully operative.
- (C) An attorney representing the Union, an attorney representing the Food Employers Association, and an attorney representing jointly for this purpose The Peninsula Stores, Hagstrom's Inc., Andrew Williams Stores, and the East Bay Food Dealers Association shall determine the effect of any such decision of the Supreme Court of California as regards said right of a labor union to picket. In the event that any or all of said attorneys cannot agree upon the effect of such Supreme Court decision an opinion shall be procured from a dis-interested person on the effect thereof as follows -

The City Manager of Oakland, California, shall submit a panel of not less than 10 nor more than 20 names of judges and/or attorneys at law residing in Alameda County. From such panel one person shall be chosen satisfactory to each and all of the aforesaid attorneys, which said person so chosen shall determine for the purposes of this agreement the effect of such decision. The opinion of such person shall be conclusive upon and shall be abided by all parties hereto, provided, however, that in any event any opinion either of the three attorneys or the other disinterested person shall be binding upon the parties hereto only until the expiration of the year term in existence at the time such opinion is rendered.

- (D) The attached contract and this agreement shall apply only to Alameda County and to Retail Food Clerks Union Local 870.

Dated: _____, 193 .

Firm Name _____

Retail Food Clerks Union,
Local 870.

Address _____

By _____

By _____

Ret. Clerk #870

Oakland Calif.

~~9-19-39~~

9-19-40