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Collective Bargaining Agreements

1-3-1938

Associated Shoe and Clothing Merchants of Alameda County and Retail Clerks International Protective Association, Local 870, AFL (1938)

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Associated Shoe and Clothing Merchants of Alameda County and Retail Clerks International Protective Association, Local 870, AFL (1938)

Location

Oakland, CA

Effective Date

1-3-1938

Expiration Date

1-1-1939

Number of Workers

250

Employer

American Furniture Company; Simon Hardware Company; Hub; Schwartz and Grodin; Karl Shoe Company; Gray Clothing Company; Rogers Clothing Shop; Money Back Smith; J. J. Krieg Company; G. Bispo; J. De Benedetti; Mesmer Smith Shoe Company; Charles Kushins Company; Gallenkamp's; Call Me Joe; Lee's; J. Gill; Al's Men's' Shop; Quittmans; Max Sherman's' Department Store; C. L. Waldenberg; H. Ruslings; Markus Hardware Company; Rocsil's Shoe Company; 10th Street Store; Peter Brothers; Peerless Stores; Vaughns; Barts; Fruitvale Toggery; Fashion Bootery; Dave Snide; Grutman's; Shepard's; Statewide Shoe Company; Hodgsons Shoe Company; Stroms; National Shirt Shops; Binnewigs; Dundee; Silvers; Fosters Foot Comfort Shop; Paul Mall Shoe Company; East Oakland Auction and Trading Company

Union

Retail Clerks International Protective Association

Union Local

47

NAICS

44

Sector

Private

Item ID

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Comments

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Retail Clerks Union No. 47
1924 Broadway
OAKLAND, CALIFORNIA

A G R E E M E N T

THIS AGREEMENT made and entered into this day of 1938 between the RETAIL CLERKS' UNION, LOCAL 47, affiliated with the American Federation of Labor through the Retail Clerks' International Protective Association, hereinafter referred to as the Union, First Party; and

hereinafter called the Employers, Second Party.

W I T N E S S E T H

THAT WHEREAS, the parties hereto believe that the best interests of all concerned can best be promoted and safeguarded by harmonious relations between employer and employe through a mutual understanding to the end that the employers shall receive a fair return on their investments, the employe an adequate wage for his labor, and the consumer shall be served at a fair and reasonable price;

NOW THEREFORE, in consideration of the premises and of the respective promises, agreements and covenants of the said parties hereto, they do hereby mutually agree as follows, to-wit: -

SECTION 1. Recognition. The employer recognizes the Retail Clerks International Protective Association through its agent Local No. 47, affiliated with the Central Labor Council of Alameda County and the American Federation of Labor, as the sole collective bargaining agent for all the employes who come under the jurisdiction of said Union by ruling of the American Federation of Labor. The Employer agrees to engage in no collective bargaining with any other organization claiming to represent such employes. The Employer shall not be called upon to recognize any claims of disputed jurisdiction within the American Federation of Labor, and any such jurisdiction disputes involving any of the local union parties to this agreement shall not affect or modify the terms of this agreement relating to wages, hours and working conditions.

SECTION 2. (a) The Employer hereby agrees to have in his employ only members of the Union in good standing. In the event the Employer hires an employe not a member of the Union, the Employer shall notify the Union of such employment within one (1) week after the date of such employment, and such employe shall be required by the Employer to make application for admittance to membership in the Union within thirty (30) days from the date of his employment. Employes failing to make such application within the time specified shall, upon request of the Union, be discharged within seven (7) days thereafter.

It is the mutual understanding of the Employer and the Union that this thirty day period constitutes a trial period to enable the Employer to determine the desirability of the employe for permanent employment.

(b) The Employer shall pay the 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.

SECTION 3. Department Managers and Store Managers. Department managers and store managers (except owners) shall be unrestricted as to hours and shall receive a compensation of not less than Thirty-five Dollars (\$35.00) per week.

SECTION 4. Discrimination. There shall be no discrimination of any kind against any member of the Union on account of membership or activity in the Union.

SECTION 5. Store Visits. The business agent, or other duly authorized agent of the Union, not on the payroll of the Employer, will be permitted to visit the stores of the Employer as above listed for the purpose of observing conditions under which members of the Union are working, to collect dues, and to see that the agreement is observed; provided that such visits may not be made during rush hours, and that the time of such visits first be arranged with the Employer.

SECTION 6. Bulletin Boards. The Employer will provide in each store a bulletin board, or boards, conveniently located, for the posting of notices of official business of the Union. The form and content of all notices to be posted by the Union will be submitted to a duly designated agent of the Employer for approval before posting. The Union agrees it will not distribute handbills, posters or other literature within the stores.

SECTION 7. Holidays. Stores will remain closed to the public on all Sundays, and on the following holidays:

New Year's Day	Labor Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Any work performed on Sundays or any of the seven above mentioned holidays will be paid for at the overtime rate, as hereinafter prescribed.

Regular employes will receive payment at straight time for any of the holidays specified in this agreement, not actually worked, provided said employes have reported for work in their regular working day next preceding and next following said holiday, except when permission to be absent has been granted by management beforehand.

When any of the above holidays fall on a Sunday they shall be observed on the following Monday.

Employes shall not be required to make up time for legal holidays. If called on holidays such employes will be paid time and one-half ($1\frac{1}{2}$) in addition to regular straight time compensation.

SECTION 8. Records. To insure that full and fair consideration will be given all employes in filling vacancies or new positions, in making transfers, promotions, or wage increases, the Employer will review regularly the records of all employes.

SECTION 9. Seniority. When it is necessary to lay off or rehire regular employes in any department, the factor of seniority in period of service among such regular employes in that department will be considered when in the opinion of the employer merit and ability are equal.

SECTION 10. Discharge. Employes may be discharged for cause, subject, however, to the right of appeal as hereinafter provided.

SECTION 11. Store Meetings. If compulsory sales or educational meetings are held, they will be on the Employer's time; provided, however, that this does not apply to applicants who do not subsequently report for work.

SECTION 12. Contributions. All contributions to charity will be voluntary. It is understood and agreed that no compulsion will be placed on the employe to force contributions.

SECTION 13. Handicapped Persons. Any employe whose earning capacity is limited because of physical or mental handicap, or other infirmity, may be employed on suitable work at a wage agreeable to the Employer, the employe and the Union.

SECTION 14. Designation of Employes. For the purpose of this agreement, employes are designated as:

- (a) Regular full-time employes;
- (b) Regular short-time employes;
- (c) Extra employes.

They are defined as follows:

- (a) A regular full-time employe is one who has been employed to work a full number of hours each week. Any employe continuously employed on a full-time basis by the employer for at least six (6) months will be considered a regular full-time employe.

- (b) A regular short-time employe is one who has been employed regularly less hours per week than a full working week, but not less than twenty (20) hours per week. Any employe who has been continuously employed by the employer on a short-time basis for at least six (6) months will be considered a regular short-time employe.
- (c) An extra employe is one employed for temporary work.
- (d) A break in service will not prevent such service from being continuous under subdivisions (a) or (b) of this section, provided that six (6) months of actual service shall have been rendered within a total period of two (2) years from commencement of employment. It is understood that in the application of this agreement the employe's employment record will commence with the date of beginning of employment with the individual Employer.
- (e) The term "regular" used in this section refers to the status of an employe within the particular establishment in which he is working. To attain such "regular" status the employe must have had six (6) months of continuous employment as defined above.

SECTION 15. Hours of Work. Forty-four (44) hours completed within six (6) days shall constitute a week's work. No male employe will work more than nine (9) hours in any day, nor more than forty-four (44) hours in any week, without the payment of overtime, except as otherwise in this agreement provided. The rate for overtime work is one and one-half ($1\frac{1}{2}$) times the straight time rate.

No employe subject to the provisions of this agreement will be required to work later than six o'clock P.M. on any day, except that on not more than twelve (12) week days prior to Christmas Eve, and on the days of City-Wide Dollar Day and Downtown Day in Oakland, employes may be required to work until nine P.M., subject to the maximum hours restrictions upon a day's work and a week's work provided in this section. Stores may elect to work their employes until nine P.M. on two Saturdays prior to Easter in lieu of the two Dollar Days and Downtown Day. This paragraph shall be effective as of Saturday, February 19, 1938.

At Christmas, inventory, and other peak times, for a period not to exceed two weeks in the first six months of the calendar year, and not to exceed three weeks in the second six months of the calendar year, the work-week may be extended to fifty-two (52) hours, except that female employes may not work longer than forty-eight (48) hours in any week. Such work-week will be exclusive of meal periods, and the time worked in excess of forty-four (44) hours in any week will be paid for at the regular straight-time rate of each employe working any such excess time.

Insofar as employes engaged in serving customers are concerned, all sales or transactions taking place at the normal quitting time of the employe are to be completed without payment of overtime.

Hours worked by any employe in any day will be consecutive, except that an interval of not longer than one (1) hour will be allowed for each regular meal period, and such interval will not be counted as part of the employes' working time.

SECTION 16. Wages. The minimum weekly wages for all classes of employes covered by this agreement will be as set forth in Schedule A attached hereto and made a part of this agreement.

Not more than one (1) apprentice will be employed in each store for each twenty (20) employes or fraction thereof. An apprentice is an employe having less than six (6) month's experience in the retail trade. Experience gained in more than one store will be cumulative. Except as otherwise specified in Schedule A the starting rate for apprentices will be \$18.00 per week.

Short-time employes will be guaranteed and paid for four (4) hours work on any day on which they are called to work.

No employe now receiving a higher minimum wage than those provided in Schedule A of this agreement will have his minimum wage reduced on account of the operation of this agreement.

Not oftener than once each month sales employes, upon individual request, will be furnished records of their sales, provided such sales are individually recorded.

SECTION 17. Vacations. All regular employes who have been in the service of the Employer continuously for one (1) year prior to October 1st, shall be granted a minimum of one (1) week's vacation with pay. All regular employes who have been in the service of the Employer continuously for three (3) years shall be granted a minimum of two (2) weeks' vacation with pay. Vacations shall be granted between April 1st and October 1st or at other times if mutually agreeable.

In the case of regular short-time employes, pay for the vacation period will be the average weekly pay received by such employe during the year preceding the vacation.

SECTION 18. In the event of a dispute, grievance or complaint under any of the provisions of this agreement, adjustment may be undertaken either by the Union directly with the individual Employer involved or by the Union and the Secretary of the Association. If no satisfactory settlement is arrived at in this manner, the matter shall be referred by the two parties to any third party mutually agreeable and the decision of such third party shall be binding upon both parties. If the two parties are unable to choose such mutually satisfactory third party, then the complaint, dispute or grievance shall be referred to an Arbitration Board composed of two persons chosen by the Union and two persons chosen by the Employer, and a fifth person chosen by those four members. A majority decision of the entire Arbitration Board shall be binding upon both parties.

This agreement in all its provisions including the wages established in schedule A shall become effective as of January 3, 1938 and shall remain in full force and effect until and including January 1, 1939, provided, however, that any party hereto may re-open this agreement for the purpose of discussing any or all of its provisions, upon written notice given to the other party not less than thirty (30) days prior to June 1, 1938.

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 _____ 1938.

RETAIL CLERKS' UNION, LOCAL 47
First Party

By _____
Secretary

Second Party

By _____
Secretary

SCHEDULE B

EMPLOYERS SUBJECT TO THE PROVISIONS OF THIS AGREEMENT

SCHEDULE A

Minimum Wages

The guaranteed minimum wages of all employes subject to the provisions of this agreement shall be as follows:

1. Salesmen and Saleswomen in men's clothing, men's furnishings and general Salesmen:

Experience up to 1 year	\$20.00 per week
Experience, 1 year to 2 years	25.00 per week
More than 2 years' experience	30.00 per week

2. Shoes:

First year's experience	\$20.00 per week
Second year	25.00 per week
After 2 years' experience	30.00 per week

These guarantees are against commissions as follows:

- a. Women's shoes selling at \$5.00 or less, $6\frac{1}{2}\%$
- b. Women's shoes selling at more than \$5.00, $7\frac{1}{2}\%$
- c. Men's shoes, all prices $6\frac{1}{2}\%$

Commissions will be computed and paid at the end of each calendar month.

3. Salesmen and Saleswomen in boys' clothing and boys' furnishings:

Experience up to 1 year	\$20.00 per week
Experience, 1 year to 2 years	22.50 per week
More than 2 years' experience	25.00 per week

- 4. Cashiers and Wrappers, experienced 21.00 per week
- 5. Hosiery and Bag Saleswomen, experienced 21.00 per week
- 6. Tube room Operators, experienced 21.00 per week
- 7. Stock Boys, experienced 20.00 per week
- 8. Shipping and Receiving Clerks, experienced 26.50 per week

9. Fitters and Alteration Hands:

First six months' experience	\$18.00 per week
Second " " "	19.00 per week
Second year's "	22.50 per week
Third " "	25.00 per week
After three years' "	27.50 per week

10. The short-hour rate and short-time rate will be the hourly rate established herein according to experience.
11. The short-time and extra rate shall be the hourly rate as set forth for each classification set forth herein.
12. It is mutually agreed that, whenever any vacancy occurs in any position in the selling of men's and boys' apparel as classified in this agreement, such position will be filled at the minimum wage established herein for such position. It is agreed that transfers and replacements will not be made for the sole purpose of avoiding the payment of any minimum established in this agreement.
13. It is understood that "experience" as used in this Schedule to determine wages may also be accumulated in stores other than that in which the employe is presently employed.
14. It is understood and agreed that, in computing the minimum guarantee and wages established in this Schedule A, such additional remuneration as P.M.s, bonuses, and prize monies shall not be considered.

38-12-6

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

March 18, 1938

197
D

Mr. Phillip Apple, Secy.
Retail Clerks' Int'l
Protective Ass'n.#47
1703 - 16th Avenue
Oakland, California

My dear Mr. Apple:

We have in our files a copy of your agreement with employers which was in effect during 1937.

In order to keep our files of union agreements up to date, I should be grateful if you could conveniently send us a copy of your new agreement, if you now have an agreement in force. We shall be glad to type a duplicate and promptly return the original if you have only one copy available. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general information, in such a way as not to reveal the name of the union.

We shall be very grateful for your assistance. The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

Isador Lubin

Isador Lubin
Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement

Associated Shoe & Clothing Merchant of Alameda Co OVER
(If more than one employer, please list on reverse side)

Number of companies covered by agreement - 44 -

Number of union members working under terms of agreement 250

Number of non-members working under terms of agreement 0

Branch of trade covered Men's Furnishings, Clothing - Hats - Socks & Men's Shoes

Date renewed 1/3/38 Date of expiration 12/30/38

Please check here if you wish the agreement returned

If you cannot send a copy of your new agreement, please note (on the reverse side of this letter) any changes from your previous agreement.

STORES UNDER SIGNED AGREEMENTS

American Furniture Co.

Simon Hardware Co.

The Hub

Schwartz & Grodin

Karl Shoe Co.

Gray Clothing Co.

Rogers Clothing Store

Money Back Smith

J. J. Krieg Co.

G. Bispo

J. De Benedetti

~~Ben Mollatt~~

Mesmer Smith Shoe Co.

Charles Kushins Co.

Gallenkamp's (10 stores)

Call Me Joe

Lee's

J. Gill

Al's Mens' Shop

Quittmans

Max Shermans' Dept. Store

C. L. Waldenberg

H. Ruslings

~~Brown Shoe Company~~

Markus Hardware Co.

Rocsil's Shoe Co. (two stores)

10th Street Store

Peter Bros. (2 stores)

Peerless Stores

Vaughns (2 stores)

Barts

Fruitvale Toggery

Fashion Bootery

Dave Snide

Grutman's

Shepards

Statewide Shoe Co. (3 stores)

Hodgsons Shoe Co. (2 stores)

Stroms

National Shirt Shops (3 stores)

Binnewigs

Dundee

Silvers

Fosters Foot Comfort Shop

Paul Mall Shoe Co.

East Oakland Auction & Trading Co.

