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Oakland, Calif*

*Retail Clerks
#47
37-12-92
Oakland, Calif
June 1939*

At the request of Walter Mathewson, W. G. Desepie, International President of the Retail Clerks International Protective Association, and Mr. Rowland Watson, representative of the American Federation of Labor, and other officials of Local 47 R.C.I.P.A. and representatives of the Retail Merchants Association, met at the office of City Manager John F. Hassler and agreed upon the following basis of adjustment of existing differences:

1. Employers agree to recognize Local 47 as the sole collective bargaining agent for all of the employees who come under the jurisdiction of said Local by the ruling of the American Federation of Labor. Employers agree to engage in no collective bargaining with any other organization claiming to represent such employees.
2. Employers agree that there will be no discrimination of any kind against any member of the Union whether employee or applicant for work. All employees now on strike shall be restored immediately to their former positions without discrimination and without loss of seniority rights.
3. Employers agree that all questions of claimed discrimination shall be submitted to Charles W. Real and John F. Hassler for determination and their decision shall be final and binding.
4. Employers agree to provide by contract for the use of bulletin boards by the Union and for store visits and for collection of dues by Union representatives on terms as previously negotiated.
5. Employers agree to advise present employees in writing of the intention of the employers to recognize and deal with Local 47 and employers agree to inform all employees that this intention and resultant contract is based upon the employers' conviction that the Union is worthy of such recognition. Further, all employees will be notified of the specific agreements set forth herein.
6. Employers agree to provide wage increases on the basis hereinafter outlined.
7. Employers agree to adopt a forty (40) hour week and the other terms of the contract as heretofore negotiated.
8. Employers agree that wage increases herein referred to shall be retroactive for a period of thirty (30) days from date of acceptance of this proposal and execution of the contract.
9. Employers agree that a Joint Board representing Local 47 and the employers shall be established immediately for the study and establishment of classifications, such Board to meet regularly and to proceed with all diligence to conclude the establishment of classifications. In the event that either party is guilty of unnecessary delay such delay shall be deemed a violation of this agreement.
10. Vacation schedules shall be adopted on the same basis as provided in the San Francisco agreement with Local 1100.
11. Employers agree that the contract shall be executed between Local 47 and the Retail Merchants Association with the understanding that if any individual members of the Merchants Association violates the agreement and such violation is not adjusted satisfactorily, individual action may be taken against such store.

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13. Employers agree that the proposed contract shall continue in effect until June 1, 1939, with the understanding, however, that all provisions of said contract may be re-opened upon written notice from either party given thirty (30) days prior to June 1, 1938, and that the question of recognition of the principle of the Union store shall be held in abeyance until such time.

These agreements and each of them are conditioned upon the waiver by the Union of any other or further concessions on the part of the employers relating to Union recognition, except as herein provided.

Salary increases shall be as follows:

For all present employees \$19.00 per week minimum, provided, however, that employees in limited price variety stores shall receive \$18.00 per week, minimum, for a 40 hour week. All other present employees shall receive at least \$2.00 per week increase in actual earnings up to and including those now receiving \$34.99 per week.

Base pay for new employees shall be \$18.00 per week.

Regular short hour employees working on a predetermined schedule of hours per week shall receive 47 $\frac{1}{2}$ ¢ per hour and a minimum period of employment of four hours, and if employed on a weekly basis shall receive not less than \$19.00 per week.

Extra employees on call shall receive 45¢ per hour with a minimum guarantee of four hours work.

Stores now working longer hours than 40 hours per week will reduce hours to a 40 hour basis and hourly rates will be increased thereby to conform with the above.

OK K.M.G.

