

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of June 1939, between RETAIL FRUIT AND VEGETABLE CLERKS' UNION No. 1017, an agent of R. C. I. P. A. Party of the First Part, known as the Employee, and RETAIL FRUIT DEALERS' ASS'N., INC., of S. F., Party of the Second Part, known as the Employer, shall become effective upon both parties to this agreement as of the 1st day of May, 1939.

WITNESSETH:

In consideration of the promises, agreements and covenants to be kept and performed by the parties to this agreement, they do hereby mutually agree as follows:

SECTION I

The Employer hereby agrees to recognize this Union as the sole collective bargaining agency for all his employees under the jurisdiction of this Union as long as said Union is in good standing with the A. F. of L.

SECTION II HIRING AND FIRING

The Employer shall employ and hereby agrees to employ (as both regular and extra employees) only members of the Union in good standing. Any Union ap-

prentice or clerk sent to work by the Union office for steady employment, shall receive at least a one-day period in which to prove his worth to the Employer. However, in the event the said Union cannot meet the request of the Employer for a satisfactory employee, the Employer may hire a person not affiliated with the Union, but in full and complete compliance with the following rules which the parties hereto mutually agree hereby to abide by:

(a) The Employer shall notify the Union of the employment of said person within forty-eight (48) hours from the time of his said employment, and at the same time the Employer shall notify said person to report to the Union office within seventy-two (72) hours from the time of his said employment.

(b) The Employer shall discharge said person so employed if said person so employed shall not have made his application for admittance to membership in the Union within seventy-two (72) hours from the time of his said employment (no application for membership will be accepted by the Union unless twenty (20) per cent of the initiation fee shall be given to the Union by said person as a deposit on same).

(c) The Employer shall discharge said person so employed if said person

shall not have become a member of the Union in good standing within thirty (30) days from the date of his said employment.

(d) The Employer shall pay to said person so employed during the period said person is not a member of the Union the regular Union wage provided for in this agreement for the class of work performed, and the employee shall live up to the agreement during this period.

SECTION III DISCRIMINATION AND SUSPENSION

(a) The Employer shall, and hereby agrees, not to discriminate against any employee or discharge him because of his membership in said Union, or affiliation with the American Federation of Labor and/or for upholding Union principles.

(b) Employees shall perform their work in a good workmanlike manner as directed by the Employer. Nothing contained in this contract shall limit the right of the Employer to discharge an employee for just cause.

(c) **SUSPENDED OR EXPELLED MEMBERS OF THE UNION:** When any member of the Union is suspended or expelled, the Employer shall and hereby agrees to discharge such member

within three (3) days after receiving notice from the Union of suspension or expulsion.

When any member of the Union is in danger of suspension or expulsion from the Union, the Union agrees to notify the Employer of such contemplated action at least one week prior to the date set for such suspension or expulsion. It is mutually understood by the parties hereto that one of the purposes of this Section is to afford ample opportunity for the adjustment of any differences between the Union and such member.

(d) Any matter of controversy over any discharge shall first be investigated by the representative of the Union, and an effort shall first be made by him and the Employer to adjust the matter. If such adjustment shall not have been made within the one (1) day period of investigation, then it shall be adjudged as stated in SECTION X of this agreement.

SECTION IV WORKING HOURS

(a) No member of the Union shall be required to or shall work more than 54 hours per week, it being understood that the said 54 hours per week shall be and constitute a working week, and that all wages fixed herein by this contract are so fixed upon the basis of a 54

hour week; a days work shall consist of 9 hours, said 9 hours to be worked within 10 consecutive hours, with one uninterrupted hour off for lunch, and that said 54 hours constituting a week's work shall in all events be worked within 6 days. However, those Employees completing their basic day at the time of the store closing shall be allowed to work an added period not to exceed 15 minutes without extra compensation for the sole purpose of closing the store. On Saturdays regular employees can take one-half hour for lunch, at the discretion of the Employer.

(b) On the day preceding Holidays as of this agreement, regular employees shall take but one-half hour for lunch, and the Employer hereby agrees to pay the regular overtime rate for the one-half hour deducted from the lunch period.

(c) Starting time for all Union employees shall be no earlier than 7:00 A. M., provided however that buyers shall be allowed to commence their basic day earlier than 7:00 A. M. for the sole purpose of market buying, no store work to be performed before 7:00 A. M.

(d) The Employers agree to have a weekly schedule of starting time for all employees, and this schedule shall continue in effect until a new schedule of

starting time is submitted to the Union.

(e) Any Employee working on Sunday as one of his regular days of work shall receive an extra dollar per week over and above his classified wage schedule.

(f) The following holidays shall be granted without reduction of pay: New Year's Day, Christmas Day, Washington's Birthday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Admission Day, when it is celebrated in San Francisco. When any of the above holidays fall on a Sunday, they shall be observed the following Monday. When a holiday falls on an employee's regular day off, he shall receive another day off in the same week, without any reduction in pay.

Any employee failing to work the day preceding or the day following Holidays as of this agreement without a reasonable excuse, shall not receive pay for the Holiday.

(g) On the day preceding Holidays as of this agreement, regular employees may work one hour overtime without added compensation.

(h) Overtime work shall be allowed solely for regular employees, and they shall be limited to two hours weekly, said overtime to be worked on either

Monday, Friday, or Saturday, provided that Saturday be one of the days when such overtime is worked. Managers, of which there shall be allowed but one to an establishment, shall be allowed overtime daily. All overtime shall be paid at the regular overtime rate. All overtime must be included in the weekly schedule as of Section IV, paragraph (d).

SECTION V SCHEDULE OF WAGES

A Week Minimum

(a) Manager	\$37.50
Clerk	30.00
Apprentice	22.50

A Day Minimum

Extra Clerk	5.50
Extra Apprentice.....	4.00
Extra Help (Work Permit Holders)	3.50

(b) Not more than one apprentice shall be allowed to every three clerks or major fraction thereof.

(c) Regular clerks and apprentices shall not receive less than 5 days pay per week.

(d) Extra help (permit holders) shall not work on any day other than

Saturday and the day preceding Holidays as of this agreement, provided however, that they may work on Holidays as of this agreement at time and one-half.

(e) Overtime shall be paid at the rate of time and one-half.

(f) Anyone affiliated with this Union in any way that reports for work in the morning shall receive a full day's pay, if he proves as represented by the Union, and is in fit condition.

(g) It is herewith understood and agreed that notwithstanding such schedule of minimum wages any and all employees now receiving a wage higher than that indicated in said schedule of wages for the particular class of work performed shall not have their wages reduced on account of the operation of this agreement.

SECTION VI WORKING EQUIPMENT

(a) Whenever the Employer demands the wearing of a uniform and/or head covering, 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, unless the same is not available, and the laundering of the same shall be done by Union help.

(b) The Employer shall furnish all necessary equipment which he desires his employees to have.

(c) Every establishment must have conveniently located on its premises a first aid kit.

SECTION VII MISCELLANEOUS

(a) No employee shall unload, handle, or sell any merchandise delivered to his establishment by a non-Union driver or helper.

(b) The Union representative shall have the right to enter any establishment and question the employees as regards to Union business during business hours, and all remunerative Union business, such as collections, etc., shall be dispatched as promptly as possible.

(c) The Union representative shall have the right to investigate the payroll books of the Employer relating to members of this Union in case of a dispute over wages.

(d) No night store meeting shall be held on the night of regular meeting of this Union.

(e) In the case of partnership, where doubt might exist as to the validity of the same, the Union shall have the right to examine the partnership papers of the Employers, and any other documents or papers which might lead to proof of the partnership.

SECTION VIII RECOGNITION

The Employer agrees that there shall be but one (1) Employer in each store or group of stores. The Union agrees that this one Employer may do such work as is necessary in the conduct of business. All other persons performing work under the jurisdiction of this Union shall be members of this Union and shall be governed by the provisions of this agreement.

SECTION IX STORE CARDS

The Union agrees to loan the Employer.....Union store cards, the property of and issued by the Retail Clerks' International Protective Association, for the period this contract shall be in full force and effect, provided, however, that the Employer agrees to surrender said Union store cards so loaned to him as aforesaid upon the expiration of this agreement, or upon demand made upon him by the Union.

SECTION X GRIEVANCES

In the event of a dispute arising over any of the terms or provisions of this agreement, the matter shall be referred to representatives of the parties for the purpose of an adjustment of such dispute or grievance, each party to appoint two (2) representatives, a majority of whom shall be required to render a decision.

In case of the failure of the representatives to reach a decision, the parties shall agree upon the appointment of a fifth representative or umpire, who shall be a competent and disinterested person, who shall have the deciding vote on the matter at issue. The award, when made, shall be retroactive to the date when the complaint was first submitted by the Union to the Employer, and shall be final and binding upon all concerned. The expense of the fifth member of the Board, and all incidental expenses to arbitration which are ordered by the Board, shall be borne jointly by both parties to this agreement.

SECTION XI

(a) PICKET LINE. The refusal of members of Local 1017 to pass through picket lines which are authorized by the San Francisco Labor Council shall not be recognized as a breach of this contract.

(b) NON-UNION EMPLOYEES. The refusal of members of this Union, or men working on permit cards issued by this Union, to work with a non-Union employee, shall not be judged a breach of this contract.

SECTION XII DURATION

This agreement shall remain in force and effect for a period of one year from

and after the 1st day of May, 1939 and shall be renewed from year to year thereafter, unless either party shall have given written notice to the other at least 30 days prior to such renewal date of the desire to amend this agreement, together with a written copy of the desired amendment or ammendments.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this 8th day of June, 1939.

Signed for the RETAIL FRUIT AND VEGETABLE CLERKS' UNION, LOCAL 1017, party of the First Part.

ALLEN M. BRODKE,
Financial Secretary

HENRY SAVIN,
Business Agent

Signed for the RETAIL FRUIT DEALERS ASS'N., INC., of S. F. party of the Second Part.

D. BIRNBAUM,
President

JOSEPH D. DELUCCHI,
Secretary

Clerks 1017
San Francisco, Cal
② 5-1-40

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

March 1, 1939

Sec'y, Retail Clerks Int'l
Protective Ass'n #1017
c/o Labor Council
2940 Sixteenth St.
San Francisco, Calif.

My dear Secretary:

We have in our files a copy of your agreement with Retail Fruit Dealers' Association which recently expired.

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

Retail Fruit Dealers Ass'n, Inc of S.F.

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

Number of companies covered by agreement 150

Number of union members working under terms of agreement 430

Number of non-members working under terms of agreement 40

Branch of trade covered Fruit + Vegetables

Date renewed June 8th Date of expiration May 1st 1940

Please check here if you wish the agreement returned No

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.