

Your opinion of this agreement would be greatly appreciated.

This is only a proposed agreement. will send copy
as negotiated, James H. Suppiger



A G R E E M E N T

37-12-62
Oshland

THIS AGREEMENT made and entered into this _____ day of _____ 1937, by and between _____ a _____ (here insert whether corporation, partnership or individual) First Party, hereinafter called Employer, and RETAIL FOOD CLERKS UNION LOCAL NO. 870, affiliated with the American Federation of Labor through the Retail Clerks International Protective Association, Second Party, hereinafter called Union.

W I T N E S S E T H :

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 I : RECOGNITION OF THE UNION : The employer hereby recognizes the Union as the sole collective bargaining agency for all employees working for the employer and within the jurisdiction of the Union as long as said Union is affiliated with the American Federation of Labor.

SECTION II : EMPLOYMENT OF UNION MEMBERS : The employer shall employ and hereby agrees to employ only members of the Union in good standing and through the office of the Union, provided however, that in the event the said Union cannot meet the request of the employer for an employee, the employer may hire a person not affiliated with the Union, but only 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 his intention to hire such non-union person, and at the same time shall notify the said non-union person to report to the office of the Union.

(b) The employer shall discharge said person so employed if said person shall not have become a member of the Union in good standing within seven days from date of his said employment, and/or shall not have made his application for admittance to membership in the Union within two days from the date of his said employment. The initiation fee shall be paid by said person upon the filing of his application for membership in the Union.

(c) Upon the Union receiving the application of said person so employed it shall forthwith proceed in accordance with its regular procedure to investigate said person, and take the required steps for his admittance as a member of the Union, and upon the Union finding said person eligible for membership and in its opinion worthy of membership, the Union hereby agrees to admit said person to its membership.

(d) 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, and shall in all other respects require said person to work under and live up to all union rules and regulations covering his employment and as set forth in this agreement.

SECTION III : DISCHARGE OF AND DISCRIMINATION AGAINST EMPLOYEES : (a) The employer shall, and hereby agrees, to not discharge or discriminate against any 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 and/or interest in/or of any partnership, corporation and/or company.

(b) No employee shall be discharged without the employer first notifying the Union and the employee of the reason therefor, except where the discharge is for drunkenness on the job, or for proven dishonesty. No employee shall be discharged without at least three days notice during which waiting time the employee shall continue on the job unless the employer agrees to pay the employee his regular wages and have him or her off the job.

indefinite

Any matter of controversy over any discharge under this sub-section shall first be investigated by the business representative of the Union, and an effort shall be made by him and the employer to adjust the matter. If such adjustment shall not have been made within the three day period of investigation, then the controversy shall be referred to the Executive Board of the Central Labor Council of Alameda County for investigation before any action is taken by the Union thereon. The Executive Board of the said Council, or a committee appointed by it for such purpose, shall meet with the employer to try to adjust the matter of difference. In the event the discharge is found to be unwarranted the employee shall be reinstated to his or her former position and be paid for all loss of wages suffered by reason of such discharge.

SECTION IV : WORKING HOURS AND OVERTIME :

(a) Eight (8) hours shall constitute a day's work, and forty-eight (48) hours shall constitute a week's work, and all time worked in excess of eight hours in any one day and forty-eight hours in any one week shall be considered Overtime and paid for as such in accordance with the schedule of Overtime Hourly Rate as hereinafter set forth in Section V.

(b) The eight hour working day shall be worked within nine consecutive hours with one hour off for lunch at approximately the middle of the working day.

(c) All employees shall receive one day off in each seven.

(d) All employees working broken time shall be guaranteed and paid for not less than four hours in any one day, and sixteen hours in any one week.

(e) No employee shall be required or allowed to work more than one-half hour Overtime in any one day, nor more than three 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) All employees covered by this agreement who have been in the employ of the employer for twelve months or more shall receive one week's vacation with pay, and one week's vacation without pay at the option of the employee.

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, worked over a period of six days, and shall apply equally to both men and women.

A. WEEKLY RATE :

Managing Clerks	\$45.00 per week
Inventory Clerks	40.00 per week
Check Clerks	37.50 per week
Receiving Clerks	35.00 per week
Receiving Stock Clerks	30.00 per week
Regular Clerks	30.00 per week
Stock Clerks	25.00 per week
Cashiers	25.00 per week

B. OVERTIME HOURLY RATE:

Managing Clerks	\$1.40 per hr.
Inventory Clerks	1.30 per hr.
Check Clerks	1.17 per hr.
Receiving Clerks	1.10 per hr.
Receiving Stock Clerks	.95 per hr.
Regular Clerks	.95 per hr.
Stock Clerks	.80 per hr.
Cashiers	.80 per hr.

C. **BROKEN TIME RATE :** Only regular clerks, stock clerks and cashiers shall be required or allowed to work broken time. For the purposes of this contract an employee shall be considered to have worked broken time when such employee has worked less than six consecutive days in any one week, or less than eight hours in any one day. Whenever any employee works broken time he shall be paid for such broken time in accordance with the following broken time schedule, irrespective of his or her classification :

1. For the first sixteen hours worked --- \$0. 75 per hr.
2. For the next eight hours worked - that is from 16 to 24 hours in any one week \$0. 70 per hr.
3. All time worked over and above twenty-four hours \$0. 60 per hr.

4. Any employee working broken time shall be paid Overtime in accordance with the Overtime Hourly Rate set forth in this Section for all time worked by such employee in excess of eight hours in any one day, or forty-eight hours in any one week,

5. All employees working broken time shall be paid for the same immediately upon the completion of the work for which they have been called in.

D. **RELIEF TIME RATE :**

Any 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.

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

(a) 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.

(b) Stock Clerk : A stock clerk is an employee engaged 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 shopping (but not waiting on them) occasionally taking care of delivery orders, but not checking receipts or accounts, or handling cash in a store.

(c) Regular Clerk : A regular clerk is an employee, who in addition to the duties of a stock clerk as hereinabove defined, handles cash and waits on customers. A regular clerk may be employed exclusively in a department, but only under the supervision of a check clerk who is acting as the manager of the department in which said regular clerk is employed.

(d) 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, handling case and heavy goods, and only occasionally assisting in the stocking of shelves in the retail department of the employer's establishment, but in no instance waiting on customers, assisting them with their shopping, or handling cash.

(e) 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.

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

1. Acts as a department manager having charge of and supervision over a department, - or
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.

(g) Inventory Clerk : An inventory clerk is an employee who takes inventory in more than one store, and devotes more than eight hours per week thereto.

(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) In addition to the above duties and irrespective of classifications all employees may be required to assist in the taking of inventory, provided however, that all work so performed in excess of the eight hour day, or forty-eight hour week shall be considered Overtime and shall be paid for at the Overtime Hourly Rate set forth in Section V.

(j) The employer may require an 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.

SECTION VII : STORE MEETINGS : No store meetings shall be held so as to conflict with the regular meetings of the Union, and upon 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 an American Federation of Labor union, unless the same is not available, and all laundry and cleaning of such apparel shall be done by an establishment employing exclusively American Federation of Labor union help.

SECTION IX : CHARITY : The Union shall and hereby agrees to conduct and handle any and all campaigns and drives for charitable purposes among its membership in such instances as it deems advisable.

SECTION X : VISITS TO STORES : It is agreed by both parties hereto that the business representative or any other person designated by the Union for such purpose, 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 UNION : When any member of the Union is suspended or expelled the employer shall and hereby agrees to discharge such member within one day after receiving notice from the Union of such suspension or expulsion.

SECTION XII : HOLIDAYS : All members of the Union shall be required and allowed to take off the following legal holidays without any reduction in pay in their weekly salary, and the employer agrees that on such holidays his place of business shall remain closed : New Year's Day, Washington's Birthday, Memorial Day, 4th of July,

Labor Day, Armistice 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 days off.

SECTION XIII : COLLECTION OF DUES : For the purpose of cooperating with the Union in the collection of dues or other charges which may be due from any employee to the Union, the employer will deduct from the wages of all employees covered by this contract, and will pay to the Union dues or special assessments as may be requested by the Union. Such deductions shall be made not more frequently than once a month, and shall be paid to the Union upon the last pay-day of the month preceding that in which the dues and special assessments are due and payable to the Union, and only in such instances where there has been delivered to the employer a written authorization signed by the employee requesting and allowing the employer to make such deduction. The Union agrees to hold the company harmless for any claims that may be made on account of such deductions. The Union shall inform the employer of the amount which is to be deducted and paid to the Union at least five days before it is to be paid.

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

SECTION XV : CHANGES IN PERSONNEL : The employer shall forward monthly to the secretary of the Union the names of all employees covered by this agreement entering or leaving the company's service.

SECTION XVI : STRIKE OR LOCKOUT : It shall not be a violation of this contract, nor shall any employee be discharged or discriminated against, for refusing to work for or to sell or handle the merchandise or products of or from any establishment of any individual, firm or corporation, while such individual, firm or corporation is under lockout or is under a strike, or is listed in the official "We Don't Patronize" list of the Central Labor Council of Alameda County.

SECTION XV : ARBITRATION : It is the desire of both parties to this agreement that matters of differences shall be settled amicably. For this purpose it is hereby agreed that when mutual adjustment in such matters can not be arrived at, both parties may proceed to create an arbitration board for the purpose of submitting to it such matter of difference, and in such event this arbitration board shall be composed of three representatives appointed by the union and three representatives appointed by the employer. A majority vote of all members of the board shall be necessary for any action. If the majority of the board does not agree upon such a matter submitted to it within twenty four hours after final submission, the board shall call in a disinterested party as the seventh arbitrator acceptable to the majority of the board, or by a majority vote may refer the matter at issue to a sole arbitrator. In the event that a 7th arbitrator is called in the vote of 4 of the 7 arbitrators shall be necessary for a decision. The expense of the board upon the matter submitted to it shall be final and conclusive and binding upon all the parties hereto, who agree to abide thereby.

SECTION XVI : 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 30 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 30 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 can not 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, commissions, bonuses or general working conditions by reason of the signing of this agreement.

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 _____

By _____

RETAIL FOOD CLERKS UNION LOCAL 870

By _____

copy #20744
A.F.L. - 3