

Local # 324 - Local
Plymouth
12/6
Agreement
Retail Clerks # 324 of F. L. C. U.
Long Beach, Calif.
D. W. B. C. U.
eff. 12-31-42 to 12-31-43

THIS AGREEMENT, made and entered into this.....
by and between.....

(Here insert whether corporation, partnership or individual)

First Party, hereinafter called Employer; and Retail Clerks International Protective Association, through its agent, the Retail Food Clerks Union, Local No. ~~304~~ affiliated with the American Federation of Labor, Second Party, hereinafter called Union:

WITNESSETH:

In mutual consideration the parties hereby agree as follows, to-wit:

SECTION I. RECOGNITION OF THE UNION:

(a) 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.

(b) The Union, under terms of this agreement, agrees to recognize one employee commonly known as the over-all store manager in each of the retail stores, or store, of the employer, as being exempt from this present contract, and further, the above provision shall also apply to any executive who receives a salary of \$50.00 per week or more.

SECTION II. EMPLOYMENT OF UNION MEMBERS:

(a) The Employer shall 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, as hereinafter set forth, the Employer may hire a person not affiliated with the Union. The Employer shall have the right to request that a steward be appointed by the Union in each store and in such cases the Employer may be permitted to hire food clerks without calling the Union office. In such instances the market steward shall be notified. In the event that the meaning of this paragraph is abused the Union shall have the right to rescind that part of this paragraph which does not require the Employer to call the Union for Union members.

(b) The employee shall file an application to become a member of the Union within six (6) days from the date of his employment. The Union shall not initiate said employee within thirty (30) days from date of his employment unless approved by the Employer.

(c) The Employer shall, within seven (7) days after written 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 set forth above.

(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.

(e) The Union shall accept as members all present employees of Employer within the jurisdiction of the Union.

SECTION III. DISCHARGE OF AND DISCRIMINATION AGAINST EMPLOYEES:

(a) The Employer shall have the right to discharge any employee for good cause, such as dishonesty, insubordination, incompetency, intoxication, unbecoming conduct, failure to perform work as required.

(b) The Employer shall not discharge or discriminate against any employee for upholding Union principles. Upon the discharge of any employee, the Employer shall within forty-eight (48) hours thereafter notify the Union of such discharge; the Union shall supply the Employer with forms for such notifications. Notice to steward shall constitute proper notice under this section.

(c) In discharging an employee, other than for cause, the Employer agrees to abide by the seniority rule, which means the length of time of employment, and that the last employee employed by the Employer, shall be discharged first in case of layoffs and that such discharges shall be proportionate in each of the wage classifications.

(d) In the event that a seasonal slackness of work occurs, the Employer may divide the available work so long as in so dividing the available work, no employee shall be required to work less than a five day week.

(e) Should the Employer avail himself of paragraph four of this section by establishing a forty (40) hour week according to the intent of said paragraph, and in dividing the work among all the employees some discharges are still necessary, due to economic conditions, the Employer upon notifying the Union, and with its consent and cooperation, may discharge the last employees employed.

(f) In the event that in so discharging the last employee or employees employed the Employer finds that the top brackets of the classification of wages are out of proportion with the lower brackets, the Employer may request that the last employee in each of the upper brackets be reclassified into the next lower bracket.

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. All time in excess thereof shall be considered overtime and paid for at the rate of straight time for the first hour over eight (8) hours per day and time and one-half for any additional time over nine (9) hours per day. In no event shall any male employee work in excess of ten (10) hours in any one day.

(b) The present inventory taking practice shall continue; provided, however, that any regular employees may be required to work without compensation, therefore not more than six (6) hours semi-annually performing inventory work; except where there is no inventory, the Employer may require any regular employee to work not more than six (6) hours overtime semi-annually, except that such overtime work shall not occur during a holiday.

(c) The regular day's work for female employees shall be worked within nine (9) consecutive hours and the regular day's work for male employees shall be worked within nine (9) consecutive hours, and both male and female employees shall receive one hour off for lunch at approximately the middle of the working day.

(d) As used herein the "stores" shall mean all establishments within the jurisdiction of Local No. 770, selling food and food products to consumers for consumption off the premises, including grocery stores, delicatessens, fruit and produce stands, dairy stores, bakeries, liquor, cigar and candy stores.

(e) No employee shall be required to make up shortages of his register unless said employee is given the privilege of checking his change and daily receipts upon starting and completing his work.

(f) No employee shall be required or allowed to work more than twelve (12) 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; however, such additional overtime shall be paid for and no time off allowed therefore.

(g) When a regular employee has been in the employ of any Employer for twelve (12) consecutive months, such employee shall be entitled to receive during each twelve (12) months period not less than one week's vacation with pay.

(h) All time lost from employment because of reasonable absence from work through sickness or other emergency or temporary layoff, shall be considered as time worked for the purpose of determining the length of employment, provided, however, that any employee proven dishonest, shall forfeit all rights to a one week's vacation with pay.

(i) A regular employee who has worked forty-five (45) weeks during twelve (12) consecutive months, the period of unemployment being due to temporary layoff, shall be entitled to one week's vacation with pay.

(j) Vacation period 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

(a) The following schedule of minimum wages shall be maintained by the parties hereto during the period of this agreement:

RATE OF PAY	Weekly	Daily	Hourly at Straight Time	Hourly at Overtime
25% of employees.....	\$27.50	\$4.58	\$.57	\$.86
25% of employees.....	30.00	5.00	.62½	.94
25% of employees.....	32.50	5.43	.68	1.02
25% of employees.....	35.00	5.83	.73	1.09
Department Heads	40.00	6.67	.84	1.26

(b) The Managers and Department Heads shall not be included in the number of employees for the purpose of determining the 25% of each classification as set forth above.

(c) The Employer agrees to permit the Union representative, upon request of the Union, to check the list of employees of any preceding month and to check the respective wage scale of each employee.

(d) It is further agreed that no employee shall suffer any reduction in wages or general working conditions by reason of the signing of this agreement. No employee receiving wages in excess of \$35.00 per week, shall be replaced by another employee at a lesser wage for the purpose of avoiding any of the provisions of this contract.

(e) Employees who receive a wage scale in excess of \$35.00 per week, the overtime rate shall be based on the hourly rate of \$35.00 per week. Department heads shall receive the overtime rate based on the salary classification as set forth in this agreement.

(f) All extra employees shall receive 65c per hour with a guarantee of four (4) hours pay for each day such employee is ordered to report to work. Only part-time school employees shall be allowed to work less than four (4) hours per shift.

(g) The Employer shall have the right to employ apprentices under the following conditions: After all available, eligible, unemployed Union members have been exhausted. An apprentice is an individual who has had no previous experience in the food industry.

Apprentice, first 6 months	\$22.50
Apprentice, 6 months to 1 year.....	\$25.00

Thereafter shall receive not less than the rate of pay of the employees in the first bracket under section 5, subsection (a);

(h) The right of apprentice employment shall continue for the duration of the war emergency and shall cease thereafter and no longer be considered part of the agreement.

SECTION VI. STORE MEETINGS

No store meetings shall be held as to conflict with the regular meetings of the Union, and upon a three day notice to the Employer of a special meeting, the Employer agrees to hold no store meetings in conflict therewith.

SECTION VII. CAPS AND UNIFORMS

The Employer shall furnish all gowns and aprons and pay for the laundering and up-keep of same. The Union men shall have the right to wear their Union buttons.

SECTION VIII. CHARITY

The Employer shall not conduct or handle any campaign or drive for charitable purposes among its employees except where the cooperation and contribution of the employees are voluntary.

SECTION IX. VISITS TO STORES

It is the general policy of the Union for its representatives not to visit the stores during the busy afternoon hours, Saturdays or days preceding holidays. However, upon the receipt of reported violations, the Union representatives shall have the privilege of visiting such stores for the purpose of investigating such violations; and further, the Union representatives and the employees shall not engage in Union activities during working hours. The Employer agrees that the Union representative may appoint a steward who shall take charge of the collection of dues.

SECTION X. 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 seven (7) days after receiving written notice from the Union of such suspension or expulsion.

SECTION XI. HOLIDAYS

(a) All stores will observe the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Armistice Day, Thanksgiving Day, and Christmas Day. When a holiday falls on a Sunday, the following Monday will be observed.

(b) It is further agreed by both parties to this agreement that the week during which the holiday is given by the Employer shall be considered a five (5) day week, consisting of forty (40) hours. All time over forty (40) hours during said holiday week as given by said Employer, shall be considered as overtime period.

(c) On the above listed holidays, the Employer's stores may remain open either by paying an additional day's pay or by allowing said employees an additional day off within two (2) weeks of said holiday.

SECTION XII. BOND

Whenever 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 XIII. SETTLEMENT OF DISPUTES

In the event a dispute arises between the Employer and the Union, the Union shall designate three (3) or more representatives who shall have the authority to meet with representatives of the Employer and settle the controversy. The joint representatives shall meet within five (5) days of the submission of the controversy and a decision shall be rendered within five (5) days thereafter, or such further time as may be mutually agreed upon. It is agreed that the Union and the Employer, and/or their agents shall not declare either a strike or lockout during the said ten (10) days, or such further time as may be mutually agreed upon, within which time any and all controversies shall be submitted and decided.

SECTION XIV. RENEWAL

(a) This agreement shall be in effect from....., 194....., to and including December 31, 1943, and from year to year thereafter, subject to amendment alterations or termination by either party upon sixty (60) days' written notice given prior to the termination date of December 31, 1943, providing, however, that either party upon sixty (60) days' written notice prior to December 31, 1942, or prior to December 31 of any subsequent year, may reopen the contract only for the purpose of discussing and determining provisions for wages and hours; it is understood that both parties shall consider governmental indices as to living costs and any other governmental surveys pertinent to economical data for the discussion and determination of wages and hours.

(b) That for the purpose of opening negotiations between the parties and consideration by them of provisions for wages and hours in conformity with prevailing conditions, governmental indices as to living costs pertinent to this area shall be used as follows: the index of 115 shall be the base and each ten (10) point rise or fall therefrom and thereafter shall require, upon ten (10) days' written notice by either party, such opening of negotiations between the parties.

SECTION XV. EMPLOYEES, STORES AND DEPARTMENT CLASSIFICATIONS

(a) The Employer agrees that the classifications of pay as set forth shall be applied to each store, and in no event shall the Employer apply the top brackets of said classification in one department and the lower brackets in another department.

(b) A Department Head is an employee who in addition to the duties of a regular clerk or checker performs the following duties:

1. Acts as a department manager having charge of and supervision over a department.
2. A clerk performing the mere occasional or incidental duties of a Department Head shall not be construed as the basis for classifying an employee as a Department Head.

(c) The Employer shall have the sole right to fix and determine the closing hours of his markets.

BOX BOYS OR WRAPPERS

It is understood that all employees known to the company as wrappers, and designated by the Union as box boys, shall not be compelled to become members of the Union provided that their duties do not include any of the work of a regular clerk. These wrappers or box boys shall not perform any of the clerks' work, and their duties shall consist of only handling merchandise after it has become the property of the customer.

SECTION XVI.

In the event that the signatory local Union No. ~~524~~ enters into any written contract or contracts, or enters into written renewals or written modifications of contract or contracts with any other employer or employers more favorable to such other employer or employers than the terms and conditions herein set forth, the Employer herein shall be entitled to and shall have the full benefits of any and all of such more favorable terms and conditions.

SECTION XVII. NEW LOCATIONS

It is further agreed that where an Employer opens a new location under the jurisdiction of the Union, said Employer shall have the right to discharge any employee for good cause until a satisfactory crew is obtained, provided, however, that this right shall cease thirty days after the opening of the new location, after which time Section No. 3 of this agreement shall be exclusively applicable; provided further, that where an Employer shall, in opening said new location, recruit part of the crew from a place of business already under agreement, the afore-said paragraph shall not apply to those employees who have been thusly recruited from one or any of his own establishments and that as to said employees, all rights as to seniority and as to other provisions in this agreement, shall be granted.

SECTION XVIII.

(a) The employee shall report for work five (5) minutes before starting time as scheduled.

(b) An employee shall be permitted to serve customers in the store at the time of closing and shall be permitted to check his or her register provided the store has been closed at the scheduled time by the Employer. Serving of customers and checking of registers shall not be considered as overtime.

(c) It is definitely understood that the above provisions do not permit the employee to do any other work, such as stocking shelves, stacking merchandise, or any other work generally confined to a retail grocery store without the overtime rate.

(d) Any employee whose hourly shift has been completed before the closing time of the store shall leave the store at the completion of his hourly shift, unless the manager or employer requests further services of said employee, then the employee shall be entitled to payment of overtime.

(e) It is understood that the abuse of these provisions in this paragraph shall entitle the Union to revoke the operations of said paragraph.

SECTION XIX.

(a) The signatory Unions agree that in the event any merchandise shall be considered as "unfair" by the Food Council, the signatory Unions shall give the Employer written notice of this fact and the Employer shall allow a proper representative of the signatory Unions to see all contracts and purchase order affected by this agreement.

(b) The signatory Unions agree that where a definite quantity of merchandise has been ordered by written purchase order, or contracted for by the Employer prior to said merchandise being declared "unfair" by the Food Council, such merchandise can be delivered to, and sold by the Employer if placed in transit within the following scheduled hours after notification to the Employer by the signatory Unions that said merchandise has been declared "unfair". 96 hours east of the Mississippi River, 96 hours from the Hawaiian Islands, 72 hours west of the Mississippi River, excepting Los Angeles County, which shall be 48 hours.

(c) The Employer agrees that upon receipt of such written notice, and thereafter until the Signatory Union notifies the Employer of the removal from the "unfair list" of such merchandise, the Employer shall not consider the action of the employees in refusing to handle said merchandise as a violation of this contract by the signatory Unions.

(d) Any merchandise declared "unfair" that is in the possession of the Employer in the retail stores prior to being declared "unfair" shall not be discriminated against by the signatory Unions.

Signed this.....day of....., 19.....

EMPLOYER

DEPT. OF LABOR
Conciliatory Service

RETAIL CLERKS INTERNATIONAL
PROTECTIVE ASSOCIATION,
LOCAL 524

By.....

JUL 12 1943

By.....

By Joseph T. De Silva, Secretary