

A G R E E M E N T

Retail Clerks 1288
Fresno, Calif!

THIS AGREEMENT, made and entered into this _____ day of _____, 1938, by and between the RETAIL CLERK'S INTERNATIONAL PROTECTIVE ASSOCIATION, LOCAL NO. 1288, Fresno, California, an affiliate of the American Federation of Labor, hereinafter referred to as the UNION, party of the first part, and _____, hereinafter referred to as the EMPLOYER, party of the second part,

W I T N E S S E T H:

THAT WHEREAS, the Retail Clerks Local No. 1288, of Fresno, California, is an unincorporated association of persons engaged in the business of retailing foods, otherwise known as a Labor Union, and

WHEREAS, the party of the second part is a merchant and is desirous of procuring the trade and patronage of the Union labor members and their friends, and of using and displaying a Union card in his place of business, and

WHEREAS, it is the desire of both parties to prevent strikes, lockouts and labor disputes,

NOW, THEREFORE,

(1) The employer hereby recognizes the said Union as the sole collective bargaining agency for all employees of the Employer within the jurisdiction of the said Union as long as said Union is affiliated with the American Federation of Labor.

(2) The employer, upon execution of this contract, agrees that all present employees shall make application and become members of the Union within thirty (30) days. All employees employed in the future coming under the jurisdiction of this agreement shall forthwith make application and become members of the Union within thirty (30) days of the date of their employment or the employer shall discharge said person within seven (7) days upon notice from said Union.

(3) The employer agrees that nine (9) hours shall constitute a day's work, and fifty-four (54) hours of six (6) consecutive days of nine (9) hours each, shall constitute a week's work.

(4) There shall be no split shifts, i. e. an employee shall work nine (9) consecutive hours, except for time off for lunch, not to exceed one (1) hour, and not less than one half hour.

(5) The Union agrees to furnish the employer with a Union card for display in the employer's place of business and to promote by patronage and recommendations, the employer's business.

(6) It is agreed that this contract is made for the benefit of the Union, the employer and the individual members of the Union and each individual who may hereafter become a member of said Union. It is further agreed that no individual member of the Union shall have any right to waive any provisions of this contract inasmuch as such waiver would jeopardize the wages and Union contracts with employers of all other members of the Union.

(7) In case an employee works more than nine (9) hours in any one day, he shall be paid time and one-half for such overtime, except as otherwise specified in Section 13 hereafter.

(8) The following minimum scale of wages is hereby agreed to, and shall be paid by the employer, to-wit:

	<u>Per Week</u>
(a) The managing clerk who is performing the duties of having charge of and supervising an individual store\$36.00
(b) Regular clerks of two year's experience with employer\$27.50
(c) Clerks of less than two year's experience with employer.	25.00
(d) Apprentices, less than six month's experience with employer.	20.00
(e) Extra or part-time employees, per day	3.00

(A) Part-time employees shall become members of the Union if they are working as much as one-half time. Each store may employ an apprentice, but there shall not be more than one apprentice for each four clerks.

(9) Any employee who shall have worked a full year in the employ of the employer shall be entitled to one (1) week's vacation per year with full pay.

(10) Inventory may be taken by the employer once each quarter, and for such work overtime shall be paid for at the regular hourly rate of pay.

(11) This agreement is for the term of one year from February 1, 1938, and such further time as may be agreed upon, in writing, by the parties hereto. At the expiration of this contract, if the parties are unable to agree upon the terms of a new contract, all points at issue shall be determined and settled by a Board of Arbitration, consisting of two employers, two members of the Union and one person selected by the said four persons, and the determination of said Board shall be final and binding on all parties. The Board of Arbitration shall have thirty (30) days within which to act and during said time, no strike, walkout nor lockout shall be put in effect.

(12) The clerks on duty at the recognized hour of closing shall wait upon all customers in all departments in the store, at that time and shall take care of all perishable stock so as to prevent its spoilage; such time not to exceed thirty (30) minutes. This extra time shall include the work of making up cash and such other necessary routine that the store will be closed in the usual manner. This additional time shall not be classified as overtime and shall not require any extra pay.

(13) Any violations of the provisions herein shall be sufficient cause for the surrender of the Union Store Card.

(14) Any person receiving more than the scale of wages herein set forth shall not have his wages reduced by the signing of this agreement.

(15) Any uniforms or caps required by the employer shall be provided and maintained at the expense of the employer.

(16) Female clerks employed are to be paid at the rate per hour as male employees, but due to State laws specifying an eight-hour day and a forty-eight hour week, the minimum weekly rate in the various classifications shall not apply to female employees.

(17) This agreement shall cover the area generally recognized as Fresno proper and is not intended to refer to Fresno solely as the incorporated City of Fresno.

RETAIL CLERKS LOCAL No. 1288

By _____

EMPLOYER

By _____