

# Santa Rosa Retail Clerks' Agreement

The following agreement shall, when signed by both parties, constitute a schedule of wages, hours and working conditions existing between the RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION, LOCAL No. 113, of Santa Rosa, California, as "Union," and \_\_\_\_\_, located at Santa Rosa, California, as "Employer."

## Jurisdiction:

Section I. The following workers come under the jurisdiction of this Agreement: Grocery and produce clerks, both male and female, employed by the Employer in the City of Santa Rosa, California.

## Closed Shop:

Section II: The Employer agrees that all employees coming under the jurisdiction of this Agreement shall be members of the Union.

In the case of a person who may be employed in the future, the Employer agrees that one of the conditions of such employment shall be that such person must make application and be accepted by the Union within thirty (30) days from the date of employment.

## Hours:

Section III: Nine (9) consecutive hours of work within a period of ten (10) hours shall constitute a day's work, fifty-four (54) consecutive hours of work shall constitute a week's work, consisting of six (6) consecutive nine (9) hour days.

## Discrimination

Section IV (a): The Employer agrees that no employes shall be discharged or discriminated against because of activity in the Union.

(b) The Union agrees that the Employer shall have the right to discharge any employes for failure to perform work as required.

## Wages:

Section V: The following wage scale shall be effective for all employes:

Assistant managers or clerks with two (2) years or more service, \$27.50 per week.

Clerks with one (1) year's service, \$25.00 per week.

Junior clerks with six (6) month's and less than one (1) year's service, \$22.50 per week.

Apprentices with less than six (6) month's service, \$20.00 per week.

Part time help with over six (6) month's service, 50c per hour. Apprentice part time help, 35c per hour.

(a) It is agreed that female employees shall be paid at the same hourly rate as male employees.

## Associate Members

Section VI: It is agreed that managers operating stores of absentee owners shall be associate members of the Union, and shall not come under the provision of this contract, except for the minimum wage agreement of Thirty-six Dollars (\$36.00) per week. An associate member is defined as a member of the Union without vote or voice, but with the privilege of becoming an active member upon change of duties.

## Overtime

Section VII: All work performed in excess of the basic work day and week, and all work on holidays referred to in Section XIII of this Agreement shall be paid for at the rate of one and one-half times the regular rate or pay.

## Apprentices

Section VIII: Each store may employ one apprentice. Not more than one apprentice shall be employed to each three experienced clerks.

## Inventory

Section IX: Four inventories may be worked by any employee during the year, entirely free of charge. Such inventories shall not exceed five (5) hours each, or twenty (20) hours during the year.

## Uniforms

Section X: The Employer shall furnish all gowns and aprons and pay for the laundering and upkeep of same.

## Vacations

Section XI: All employees in the continuous service of the Employer for a period of one year or more shall receive one (1) week's vacation with full pay, provided each vacation shall be taken between May 1 and September 30, inclusive.

## Extra Help

Section XII: It is agreed that extra help shall work under and be subject to the provisions of this Agreement.

## Holidays 38-12-3

Section XIII: The following days shall be known as holidays: Sunday, New Year's Day, Washington's Birthday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and any other holidays generally observed in this locality.

No deduction in pay shall be for holidays.

On a day preceding a holiday, employees shall be allowed to work two (2) hours overtime at the regular rate of pay, making eleven (11) hours of work for this day.

When any of the above holidays fall on Sunday, they shall be observed on the following Monday.

## Union Store Cards

Section XIV: The Union agrees to loan to the Employer Union Store Cards as needed, as long as this Agreement is not violated by either party.

## Expiration and Renewal

Section XV: The term of this Agreement shall be from March 1, 1938, to and including February 28, 1939, and during all of said term it shall be in full force and effect and subject to renewal from year to year, as hereinafter provided. In the event any amendment or alteration to this contract is to be proposed by any of the parties hereto, then and in that event notice to the other party hereto of the proposed amendment or alteration must be given within a period of thirty (30) days before the expiration of the current term of this contract; and it is further agreed that any party hereto not presenting any proposed alteration or amendment during said period of time as aforesaid shall consent thereby to the renewal and continuance of this Agreement in full force and effect for the year immediately next following said expiration date.

## Arbitration

Section XVI: The parties hereto agree that in the event they are unable to adjust between themselves any changes or alterations in the within Agreement at the expiration date hereof, namely, February 28, 1938, or any differences arising concerning the provisions of interpretations of the Agreement, such differences will be referred to a Board of Arbitration consisting of three members, namely, one representative of the Union, one representative of the Employer and one impartial third person to act as Chairman of the Board. The decisions of this Board shall be binding upon all parties, and it is further agreed that there shall be no cessation of work during any arbitration period. It is further agreed that prompt adjustment in arbitration shall take place by all parties and all expenses incurred in such arbitration shall be borne equally by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this.....day of..... 1938.

For .....

By .....

For the employer  
RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION, LOCAL NO. 113

By .....

Clerks 113  
Santa Rosa, Cal  
2-28-39

(#4709)

TRADE UNION MACHINERY FOR ADJUSTMENT OF GRIEVANCES - SUPPLEMENT

Identification \_\_\_\_\_

1. Union Business Agent. Yes \_\_\_\_\_ No \_\_\_\_\_

(a) Access to shop \_\_\_\_\_

(b) Time or frequency \_\_\_\_\_

Restrictions \_\_\_\_\_

(c) Right to see company records \_\_\_\_\_

Restrictions \_\_\_\_\_

2. Employee Representative or Shop Steward. Yes \_\_\_\_\_ No \_\_\_\_\_

(a) Right to interview employees during working hours \_\_\_\_\_

Restrictions \_\_\_\_\_

(b) Right to see company records \_\_\_\_\_

Restrictions \_\_\_\_\_

(c) Meetings with management

Individually: Time and frequency \_\_\_\_\_

Committee: Time and frequency \_\_\_\_\_

(d) Pay

Interviewing employees: On own time \_\_\_\_\_ Company time \_\_\_\_\_

Interviewing Management: On own time \_\_\_\_\_ Company time \_\_\_\_\_

Committee meetings: On own time \_\_\_\_\_ Company time \_\_\_\_\_

Committee with management: On own time \_\_\_\_\_ Company time \_\_\_\_\_

Remarks \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_