

May be retained
7-1-42 R 14-43-41
CS

AUG 6 1942

Confidential

7. exp. to Aug. 7-17-44

A G R E E M E N T

Confidential

Retail Grocery Industry

✓ Retail Clerk # 653
6-30-43 (AFL)

THIS AGREEMENT, made and entered into this first day of July, 1942, by and between the PETALUMA EMPLOYERS COUNCIL, for and on behalf of those firms only which by their written approval adopt this Agreement and promise to be bound thereby, hereinafter called the EMPLOYER, and the RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION, LOCAL 653, of Petaluma, California, an affiliate of the AMERICAN FEDERATION OF LABOR, hereinafter called the UNION:

W I T N E S S E T H :

SECTION I: RECOGNITION OF THE UNION. The Employer hereby recognizes the Union as the sole collective bargaining agency for all persons who perform the work under the jurisdiction of the Union.

SECTION II: UNION STORE CARDS. In consideration of the performance of the agreement herein contained, the Union agrees to furnish 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 issued to him as aforesaid upon the expiration of this Agreement or upon the failure of the Employer to observe the conditions of this Agreement.

SECTION III: EMPLOYMENT OF UNION MEMBERS. The Employer shall employ only members of the Union in good standing; 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. It is further agreed that all new employees will be required to secure an employment card from the Union before reporting for work, which employment cards shall be issued by the Union.

The Union shall maintain a list of unemployed members together with their qualifications. In the event said list contains no members satisfactory to the Employer, he may hire a non-member of the Union but only in compliance with the following rules:

(a) Said employee shall file an application with the Union within fifteen (15) days from the date of his employment and become a member within thirty (30) days. If for any valid reason said applicant shall not be accepted by the party of the second part the application fee paid shall be returned to the said applicant.

(b) The Employer shall pay said person so employed during the period said person is not a member of the Union at the regular 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.

(c) The Employer shall, upon notice from the Union, immediately discontinue the employment of said person if said person has not filed said application and has not become a member of said Union as above set forth.

SECTION IV: DISCHARGE OF AND DISCRIMINATION AGAINST EMPLOYERS.

The Employer shall not discharge nor 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 or interest in any partnership, corporation and/or company. The Employer shall have the right to discharge any employee for insubordination, drunkenness, incompetence or dishonesty.

SECTION V: BOND. Wherever the Employer requires the bonding of any employee or the carrying of any insurance for the indemnification of the Employer, the premium for the same shall be paid by the Employer. No employer shall require or accept a cash bond from any employee.

SECTION VI. HOURS WORKED.

Not over nine (9) hours within a spread of ten (10) shall constitute a day's work at straight time. Fifty-four (54) hours shall constitute a week's work within six (6) days.

Overtime shall be paid at the rate of time and a half for all time worked in excess of nine (9) hours (exclusive of meal time in any one (1) day), or for all time worked over fifty-four (54) hours in any one (1) week.

(a) All employees working less than five (5) full consecutive days in any calendar week shall be paid ten cents (10¢) per hour above the scale in the classification in which they work. Any employee reporting for work after being ordered to do so shall receive not less than a full day's pay for that day. This shall apply only to regular full time employees.

(b) No employee shall be required or allowed to work more than two (2) hours overtime in any one day, nor 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. Two inventories per employee will be allowed annually without compensation, not to be taken on Sundays or holidays, one Sunday adjacent to New Year's Day as determined by the Employer excepted.

SECTION VII: SCHEDULE OF WAGES.

	<u>Weekly Wage</u>
Managing Clerks	\$44.00 per week, \$1.22 per hour overtime.

(A managing clerk is an employee who acts for and on behalf of the owner and who has one or more of the following duties in any one store: In addition to his work as clerk, he has charge of and general supervision over not more than one store; or attends to the proper accounting and collection of the cash and receipts of the business; or has charge of the ordering of merchandise for the store; or is generally nominal head or foreman thereof.)

In each store there shall be one managing clerk; provided, however, that in stores where the owner works actively on the premises the major part of the time performing the duties of a managing clerk, no managing clerk will be required. No managing clerk shall be employed for less than a full work week. (Absence from work due to illness or emergency excepted.)

	Weekly Wage	Hourly Overtime Rate
Beginner Clerks: 1st four (4) months' experience	\$22.00	\$.69
Beginner Clerks: 2nd four (4) months' experience	25.00	.78
Beginner Clerks: 3rd four (4) months' experience	27.50	.86
Beginner Clerks. Next six (6) months' experience	30.00	.94
Regular Clerk, after eighteen (18) months' experience	34.00	1.06

Any person whose earning capacity is limited because of physical or mental handicap or other infirmities, may be employed on suitable work at a wage agreeable to the Employer, the employee and the Union.

SECTION VIII: PART TIME EMPLOYEES. Any employee working a single day or part of a day shall receive not less than fifty-five cents (55¢) per hour; provided, however, no employee shall be paid for less than four (4) consecutive hours in any one work day. Boys employed after school and on Saturdays as bundle carriers, sackers and clean-up boys, but who do not replace clerks, shall receive fifty cents (50¢) per hour. It is understood that the minimum of four (4) hours pay does not apply to these employees except on Saturdays.

(a) Previous experience in the industry shall apply in the above classifications irrespective of where such experience may have been gained.

(b) Each store shall be entitled to one beginner clerk, but not more than one beginner clerk shall be allowed to three experienced clerks.

(c) No employee shall suffer any reduction in wages or general working conditions by reason of the signing of this agreement. Continuity of employment shall not be broken by reason of induction into the armed forces of the state or federal government.

(d) If an employee is required by his Employer to travel from one place to another during the course of the performance of a day's work, said employee shall be compensated for such time and for any legitimate expense incurred.

SECTION IX: APRONS AND UNIFORMS. The Employer shall furnish all uniforms, gowns and/or aprons and pay for the laundering of same.

SECTION X: HOLIDAYS. The following holidays shall be observed and each regular employee shall be paid for the same: New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Admission Day, Armistice Day, Thanksgiving Day and Christmas Day. It is further agreed that said holidays shall be granted as days off to employees in addition to their regular days off, it being understood, however, that the Employer may require the employee to work on all holidays and such work shall be paid for at the rate of

time and one-half.

SECTION XI: VACATIONS. Any full time employee employed for a period of one (1) year shall be permitted a vacation of not less than one (1) week with full pay annually. A total lapse of service of sixty (60) days or less per year shall not break the continuity of service for the purpose of this provision. Vacation periods shall be between April 1st and October 1st unless the Employer and employee mutually agree upon another period.

SECTION XII. VISIT TO STORES. The firm agrees to allow the business representative of the Union at any time to investigate the standing of the employees in the firm.

SECTION XIII: 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 fifteen (15) days after receiving notice from the Union of such suspension or expulsion.

SECTION XIV: GRIEVANCE COMMITTEE. (a) Parties signatory to this Agreement, in the interest of continued harmonious relations, agree to refer to a Grievance Committee composed of equal numbers of Employers and Retail Clerks Local 653, such questions of infractions or breaches of contract that may arise during the life of this agreement. This Committee shall meet at regular periods by mutual agreement and on call at the request of either party.

(b) The Committee shall have power to issue letters of clarification or interpretation of the contract which shall be sent to all parties signatory to this Agreement, but shall not add to nor subtract from the Agreement as signed. If the Committee has reason to believe that the terms of this Agreement are being breached they will have the power to order the installation of time cards, and paying of help by check through an agency selected by the Committee.

(c) 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 (24) hours after final submission, the board may 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 a seventh arbitrator is called in, the vote of four out of seven arbitrators shall be necessary for a decision. The expense of the board of arbitration shall be borne equally by the parties hereto. The decision of the board upon the matter submitted to it shall be final and conclusive and binding upon all parties hereto, who agree to abide thereby.

(d) Grievances must be submitted within thirty (30) days from the time of knowledge of the acts involved in the grievance, and if not so submitted within thirty (30) days the grievance shall not be considered by the Grievance Committee, and no action by the Union or by the Employer shall be based upon such grievance.

SECTION XV: WAGE AND HOUR REPORTS. Each employee covered by this Agreement shall prepare a statement on forms supplied by the Union and approved by the joint board of actual hours worked and

the rate of pay due and received for each payroll period. The statement is to be compiled in triplicate, signed by the employee and approved by the Employer before payment of wages is made. Original copy of statement is to be forwarded by the employee to the office of the Union; the duplicate copy is to be retained by the Employer and the triplicate copy is to be retained by the employee. The employee agrees that there shall be no delay in forwarding copies to the Union, and the Union agrees that all copies will be subject to inspection by and or all of the signatories to this Agreement. These records shall be kept available by the Union for a period not to exceed sixty (60) days from the date thereof.

SECTION XVI: STRIKES AND LOCKOUTS. (a) During the life of this Agreement the Union agrees not to picket or to engage in any strike or stoppage of work, either in whole or in part, or on specific items of merchandise in any store as long as the Employer in that store has not violated any of the provisions of this Agreement. During the life of this Agreement, the Employer agrees not to engage in any lockout as long as the Union has not violated any of the provisions of this Agreement.

(b) Refusal of any employee covered by the terms of this Agreement to pass through any picket line which has been authorized by the Petaluma Central Labor Council shall not constitute a violation of this Agreement.

SECTION XVII: TERMS OF AGREEMENT. The terms of this agreement shall be for 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:

If neither party to this contract prior to thirty (30) days before the expiration date notifies the other party in writing of his desire to rescind or make any change or amendment in said contract then the said contract shall be automatically extended and renewed for the following year thereafter.

In the event 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 thirty (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 part of this contract; but in the event said parties cannot 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.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals this first day of July, 1942, in the City of

Petaluma, County of Sonoma, California.

PETALUMA EMPLOYERS COUNCIL

By: W. M. Caldwell

For and on behalf of:

H. C. Ascherman

R. C. Bany

B. P. George

A. Baccala

Raymond Chin Hung

Purity Stores, Ltd. By J. Niven

Safeway Stores Inc. Lew Cook

L. G. Deffner -- Pacific Mkt. Groc.

RETAIL CLERKS INTERNATIONAL
PROTECTIVE ASSOCIATION,
LOCAL 653, of PETALUMA

By: A. B. Crossler
California State Council of
Retail Clerks.