Agreement

Oakland, Calif.

THIS AGREEMENT made and entered into this 4 day of Oct. 1935., between Retail Grocery Clerks Union Local No. 870, affiliated with the American Federation of Labor through the Retail Clerks International Protective Association, hereinafter referred to as the Union, First Party; and Perrymans Grocery hereinafter called the Employer, Second Party.

Witnesseth:

THAT WHEREAS the parties hereto believe that the best interests of all concerned can best be promoted and safeguarded by harmonious relations between employer and employee through a mutual understanding to the end that employers shall receive a fair return on their investments, the employee an adequate wage for his labor, and the consumer shall be served at a fair and reasonable price;

NOW THEREFORE, 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: That the Union, in consideration of the covenants and agreemnts, hereinafter mentioned, to be done, kept and performed, agrees to lease to the party of the second part y One Union Store Card No 56334 the property of and issued by the Retail Clerks International Protective Association, for the period of one year.

SECTION II: 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 can not meet the request of the Employer for an employee the Employer may hire a person not affiliated with the Union, but in full and complete compliance with the following rules which the parties hereto mutually agree hereby to abide by;

(a) The Employer shall discharge said person so employed if said person shall not have become a member of the Union in good standing within thirty (30) days from date of his said employment, and/or shall not have made his application for admittance to membership in the Union within one week from date of his said employment.

(b) The Employer shall notify the Union of the employment of said person within 48 hours from date of his said employment.

(c) 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.

(d) 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.

SECTION III: No sales-person shall be required to work more than nine hours per day, or more than fifty-four hours per week; said nine hours shall be worked within ten hours with one hour for lunch; and said fifty-four hours per week shall be worked within six days, with the exception of Christmas Week, when the sales-people can work sixty hours. Where extra sales-people are employed they shall be subject to the same regulations as regular sales-people.

SECTION IV: The following schedule of minimum wages shall be maintained by the parties hereto during the period of this contract, and the Employer shall and hereby agrees to pay wages in compliance therewith.

(A) Male Employees:

Store Managers, Department Managers and Head Clerks	36.00
Assistant Store Managers, Clerks, Salesmen, Checkers, Order Counter, Receiving and Shipping Clerks	30.00
Combination Clerks, Stockmen (Store or Warehouse)	25.00
Apprentices - Less than one (1) year experience	20.00

Said wages are based upon a fifty-four hour week as set forth in above; it is understood and agreed, however, by the parties hereto, that male executives and store managers may work as many as sixty hours per week, but in the event of their working more than fifty-four hours in any one week, said executives and store-managers shall be paid time and one-half for such time as is worked in excess of nine hours per day and fifty-four hours per week. It being expressly understood that all male sales-people other than executives and store-managers, shall in no event work more than nine hours per day and more than fifty-four hours per week.

(B) Female Employees (48 hours per week as per State law):

Store Managers, Department Managers	$30.00
Cashiers	25.00
Salesladies, Checkers	22.50
Wrappers, Stockwomen (Store or Warehouse)	18.00
Apprentices - Less than one (1) year experience	15.00

SECTION V: (A) Apprentices: Any person who has served less than one (1) year in all at the business.

(B) Not more than one (1) apprentice shall be allowed to every three (3) experienced clerks.

(C) No apprentice shall be recognized in any store employing only one person.

(D) Extra Employees: Any person employed for one day or part of a week shall be subject to the same conditions of hours of work as regular employees.

(E) Any employee working a single day or part of a week shall receive a minimum wage of not less than time and one-half of the scale calling for that position.

(F) Overtime: Emergency Work: An employee compelled to put in overtime emergency work shall receive not less than time and one-half of the wage scale designated for the position.

(G) Overtime work shall be any time worked over the nine hour basic day.

(H) Inventory Work: An employee shall do inventory work twice a year. If done oftener, he shall be paid over time rate if done after store hours.

(I) No night store meetings shall be held on the night of the regular meeting of this Union.

SECTION VI: No salesperson shall suffer a reduction of pay on account of the operation of this Agreement. This applies to all sales-people who are allowed and receive other remunerations in addition to their regular salaries.

SECTION VII: The Employer agrees to close his place of business, all day on the following Legal Holidays, viz.: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, without any reduction of pay for holiday closing. All holidays falling on Sunday to be observed the following Monday.

SECTION VIII: Wherever any Employer demands the wearing of a uniform the employer shall and hereby agrees to furnish, free of charge, to each and every employee who is a member of the Union, any and all required uniforms, caps and/or hats shall bear the union label of the United Garment Workers of America and/or United Hat or Cloth Cap Workers of America.

SECTION IX: The Union shall and hereby agrees to conduct and handle any and all campaigns or collection for charitable purposes among its members in instances as it deems advisable.

SECTION X. The Union shall do all policing and its business representative or other agent designated by the Union for such purposes shall have the right and shall be allowed by the Employer to visit in and all of the stores making inquiries from employees for the purpose of getting information about working conditions and violations of working conditions, complaints of working men and/or violation of this agreement.

SECTION XI: The Employer shall do all in its power to induce and compel its officers, agents and employees to carry out the provision of this agreement and in the event any of its said officers, agents or employees violate any of the terms hereof, the said parties of the second part shall use all lawful means at their disposal to induce and compel them to abide by this agreement, and to that end shall cooperate with the Union in any plan which said Union may determine for carrying out the foregoing provisions.

SECTION XII: When any member of the Union is suspended or expelled from the Union, the Employer shall and hereby agrees to discharge such suspended or expelled member within seven (7) days after receiving due notice from the business representative or other duly authorized agent of the Union of such action taken against such member.

SECTION XIII: 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, failing or refusing to purchase stocks, bonds, securities and/or interest in/or of any corporation, partnership and/or company, or refusing to work in any establishment or establishments of the parties of the second part when there is a strike or lockout at said establishments, or when said establishment or establishments is or are placed upon the official "We Don't Patronize" list in the official labor paper of organized labor in Alameda County.

SECTION XIV: The Employer agrees to surrender the union store card leased to him under this agreement upon the expiration of this agreement, or upon demand made by the Union, or upon violation of any provision or provisions of this agreement. The Employer further agrees that upon the surrender of the union store card that all of his employees shall also surrender their membership buttons.

SECTION XV. In consideration of the Employer signing this Agreement and fulfilling the conditions thereof, the Union agrees to advise Organized Labor of the City of Oakland, California, and Vicinity, that the interest and welfare of both parties shall be mutually advanced through such advertising and agitation as may be necessary to create a demand for the Union Store Card and Union Membership Button, and to keep up such efforts for the ensuing year, and the Union agrees that it shall discipline any of its members found guilty of the violation of the good will and cooperation of this pact.

SECTION XVI: The term of this contract shall be one (1) year from the date of execution hereof and during all of said term it shall be in full force and effect and subject to renewal for a like period of one (1) year by mutual consent and it is further provided that in the event any amendment or alteration is to be proposed by any of the parties hereto for any future extended term of this contract then and in that event notice to the other parties hereto of the said proposed amendment or alteration shall be given within a period of time between fifteen (15) days and thirty (30) days before the annual renewal of this contract. It being understood that all amendments and alterations shall be considered solely at the time of the proposed renewals of this agreement.

SECTION XVII. A properly executed duplicate of this agreement shall be filed with the National Labor Relations Board.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this Fourth day of Oct. 1935.

Perrymans Grocefy

F.W. Perryman

RETAIL GROCERY CLERKS UNION, No. 870

By H.W.Lisle

Business Representative.

35-12-1

Miss Peterson

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

September 6, 1935.

Mr. Herbert A. Goldfarb, Sec. #870,
Retail Clerks' Int'l Protective Assn.
2985 School Street,
Oakland, Calif.

Dear Sir:

Information has come to us that you have recently concluded an agreement with grocery and food stores in Oakland.

As the Bureau of Labor Statistics endeavors to keep a record of all union agreements and all renewals of existing contracts, I am writing to ask if you will kindly furnish a copy of the new agreement. If you have only one copy available and so indicate, we shall be glad to type a duplicate and promptly return the original.

In the space below, will you also please state the number of companies, work places, and workers covered by the agreement and give any comments regarding the territory covered under its terms and any other information which you think might be useful to us. The enclosed envelop for reply requires no postage.

If at any time we can be of service to you, such as supplying you with provisions in agreements of other unions, please write us.

Very truly yours,

Isador Lubin

Isador Lubin
Commissioner of Labor Statistics

Number of companies signing agreement 8

Number of establishments (working places) covered by agreement 12

Number of union members affected 140

Number of non-members affected 30

Comments regarding territory covered, etc. _____

Herbert A. Goldfarb — (Name of person furnishing information)

Cor. Fin. Sec. Treas — (Office or Position)