

A G R E E M E N T

THIS AGREEMENT made and entered into this ____ day of _____ 193__
by and between _____
a _____ (here insert whether corporation,
partnership or individual) First party, hereinafter called Employer, and RETAIL
FOOD CLERKS UNION LOCAL NO. 870, affiliated with the American Federation of Labor
through the Retail Clerks International Protective Association, Second Party,
hereinafter called Union.

W I T N E S S E T H :

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 : **RECOGNITION OF THE UNION:** The employer hereby recog-
nizes the union as the collective bargaining agency for all employees working
for the employer and within the jurisdiction of the union.

SECTION II: **EMPLOYMENT OF UNION MEMBERS:** 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 only in full and complete compliance
with the following rules which the parties hereto mutually agree hereby to abide
by:

(a) The employer shall notify the union of his intention to hire such non-
union person, and at the same time shall notify the said non-union person to re-
port to the office of the union.

(b) The employer shall discharge said person so employed if said person
shall not have become a member of the union in good standing within seven days
from date of his said employment, and/or shall not have made his application
for admittance to membership in the union within two days from the date of his
said employment. The initiation fee shall be paid by said person upon the filing
of his application for membership in the union.

(c) Upon the union receiving the application of said person so employed
it shall forthwith proceed in accordance with its regular procedure to investi-
gate 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.

(d) 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, and shall in all
other respects require said person to work under and live up to all union rules
and regulations covering his employment and as set forth in this agreement.

SECTION III: **DISCHARGE OF AND DISCRIMINATION AGAINST EMPLOYEES:**
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, and failing or refusing to purchase
stocks, bonds, securities and/or interest in/or of any corporation, partnership,
and/or company.

SECTION IV: **WORKING HOURS AND OVERTIME:**

(a) Eight hours shall constitute a day's work and forty-eight hours
shall constitute a week's work, and any employee working more than eight hours in
anyone day, or more than forty-eight hours in any one week, shall be paid for said
time worked in excess of said eight hours and/or in excess of said forty-eight
hours in accordance with the schedule of Overtime Hourly Rate hereinafter set
forth in Section V; it being understood and agreed that all time worked in excess
of said eight hours and/or forty-eight hours shall be Overtime.

(b) Eight hours per day shall be worked within nine consecutive hours and forty-eight hours per week shall be worked within seven consecutive days.

(c) All employees shall receive one day off in each seven.

(d) All employees shall be required to take one hour off for lunch.

(e) All employees working broken time shall be guaranteed and paid for not less than four hours' work in any one day, and sixteen hours' work in any one week.

SECTION V : SCHEDULE OF WAGES: The following schedule of minimum wages shall be maintained by the parties hereto during the period of this agreement, and the employer shall and hereby agrees to pay wages in compliance therewith; it being understood and agreed that all wages fixed in this contract are so fixed upon the basis of an eight hour day and forty-eight hour week, worked over a period of six days, and shall apply equally to both men and women.

A. WEEKLY RATE

	<u>Class "A" Store</u>	<u>Class "B" Store</u>
Managing Clerks	\$ 40.00 per wk.	\$ 35.00 per wk.
Check Clerks	30.00 do.	27.50 do.
Regular Clerks	25.00 do.	25.00 do.
Stock Clerks	22.50 do.	22.50 do.
Department Clerks	22.50 do.	22.50 do.
Liquor Clerks	22.50 do.	22.50 do.
Cashiers	22.50 do.	22.50 do.

B. OVERTIME HOURLY RATE

	<u>Class "A" Store</u>	<u>Class "B" Store</u>
Managing Clerks	\$ 1.27 per hour	\$ 1.09 per hour
Check Clerks	0.94 do.	0.86 do.
Regular Clerks	0.78 do.	0.78 do.
Stock Clerks	0.71 do.	0.71 do.
Department Clerks	0.71 do.	0.71 do.
Liquor Clerks	0.71 do.	0.71 do.
Cashiers	0.71 do.	0.71 do.

C. BROKEN TIME RATE Whenever an employee works less than six days in seven consecutive days, or less than eight hours in any one day, such employee shall be considered to have worked Broken Time, and shall be paid for such Broken Time worked in accordance with the following broken time schedule:

(a) For the first sixteen hours worked ----- 65¢ per hour.

(b) For the next eight hours worked ----- that is from 16 to 24 hours in any one week ----- 60¢ per hour.

(c) All time worked over and above twenty-four hours - 50¢ per hour.

(d) No employees, other than regular clerks, stock clerks, department clerks, liquor clerks or cashiers, shall be allowed or required to work broken time.

SECTION VI: CLASSIFICATION OF STORES: For the purpose of this contract stores are classified as follows:

(a) Liquor Store: A liquor store is an establishment selling exclusively liquor package goods and such waters and beverages as are customarily sold in conjunction therewith.

(b) General Food Store: A general food store is an establishment dealing primarily in the retail selling of groceries, produce, bakery, delicatessen and other food products, and for the purpose of this contract General Food Stores are classed as Class "A" and "B" Stores, and are defined as such as follows:

- (1) A Class "B" Store is hereby defined to be one selling exclusively groceries or produce, or both, and employing four persons or less.
- (2) All other stores are hereby defined as Class "A" stores.

SECTION VII: CLASSIFICATION OF EMPLOYEES: For the purpose of this contract the classifications of employees above set forth are hereby defined as follows:

(a) Managing Clerk: A managing clerk is an employee having charge and general supervision of any one store, and attending to and being responsible for the proper checking and collection of cash and receipts, the ordering of merchandise, and generally being the nominal head or foreman, and being responsible only to the owner, or in the case of a chain group, to the supervisor or other employee in charge of or supervising more than one store.

(b) Check Clerk: A check clerk is an employee, who in addition to the duties of a regular clerk, as hereinafter set forth, performs one of the following duties:

- (1) Acts as a department manager having charge of and supervision over a department; or
- (2) Acts in the capacity of assisting the managing clerk in his duties including the supervising and conduct of the store, or performs the duties of a store manager in his absence.

(c) Regular Clerk: A regular clerk is an employee who, in addition to the duties of a stock clerk as hereinafter set forth, handles cash and waits on customers.

(d) Stock Clerk: A stock clerk is an employee working in a store and performing miscellaneous duties around the store, including stocking shelves, assisting customers with their shopping (but not waiting on them), taking care of delivery orders, but not checking receipts or accounts or handling cash in a store.

(e) Department Clerk: A department clerk is an employee regularly employed exclusively in either the delicatessen, produce or bakery departments waiting on customers and handling the cash of purchases, and who works in such department under the supervision of a check clerk who is acting as a department manager.

(f) Liquor Clerk: A liquor clerk is an employee employed in a liquor store, waiting on customers, making deliveries and performing such duties as the business requires, or employed exclusively in the liquor department of a general food store.

(g) Cashier: A cashier is an employee engaged solely in the handling of cash involved in the receiving of payment for retail purchases made in a store.

(h) In addition to the above duties and irrespective of classifications all employees may be required to assist in the taking of inventory, provided however, that all time consumed in the taking of inventory shall be part of the employee's eight hour's day's work and of his regular duties.

(i) The employer may require an employee to do work not within the duties of one classification in which event such employee shall be classified and paid under that classification which pays the highest wage.

SECTION VIII: STORE MEETINGS: No store meetings shall be held so as to conflict with the regular meetings of the union which are the first and third Thursdays of each month, and upon notice to the employer of a special meeting the employer agrees to hold no store meeting in conflict therewith.

SECTION IX : CAPS AND UNIFORMS: Whenever the employer demands the wearing of a uniform or cap the same shall be furnished free of charge by the employer to the employees, and it shall be required by both parties hereto that all such uniforms and caps shall bear the union label of the United Garment Workers of America and/or of the United Hat or Cloth Cap Workers of America.

SECTION X : CHARITY: The union shall and hereby agrees to conduct and handle any and all campaigns and drives for charitable purposes among its membership in such instances as it deems advisable.

SECTION XI : VISITS TO STORES: It is agreed by both parties hereto that the business representative or any other person designated by the union for such purpose shall have the right and shall be allowed by the employer to visit any and all stores for the purpose of making inquiries from the employees relative to information about working conditions, violations of working conditions, complaints of members of the union, and/or any violations of this agreement.

SECTION XII : NOTIFICATION TO MEMBERS: The union agrees that and it shall upon the execution of this agreement notify its members of the provisions hereof, and shall thereafter discipline any of its said members found guilty of the violation of the goodwill and cooperation of this collective bargaining agreement in all its phases, and it shall further endeavor to enter into and maintain with employers of its members in the Retail Food Business, agreements, the provisions and standards of which shall be as like this as the union is able to obtain.

SECTION XIII: PERSONS PROHIBITED: No boys or other persons not members of the union shall be permitted to work in the stores in the performance of any of the duties of any of the classifications hereinabove defined.

SECTION XIV : SUSPENDED OR EXPELLED MEMBERS OF THE UNION: When any member of the union is in arrears of his dues, fines or assessments, or is not in good standing, or is suspended or expelled the employer shall and hereby agrees to discharge such member within seven days after receiving notice from the union of such arrearage, suspension or expulsion.

SECTION XV : HOLIDAYS: All members of the union shall be required and allowed to take off the following legal holidays without any reduction in pay in their weekly salary, and the employer agrees that on such holidays his place of business shall remain closed: New Year's Day; Washington's Birthday; Memorial Day; 4th of July; Labor Day; Thanksgiving Day and Christmas Day. It is further agreed that whenever such holidays fall upon a Sunday they shall be observed upon the following Monday; and it is further agreed that said holidays shall be granted as days off to employees in addition to their regular days off.

SECTION XVI: UNION STORE CARDS AND COOPERATION OF UNION: In consideration of the employer signing this agreement and fulfilling the conditions thereof the union agrees to notify its membership and the Central Labor Council of Alameda County, and the Building Trades Council of Alameda County, and all of their affiliated unions, that the employer herein has signed this collective bargaining agreement with the union and is entitled to the patronage of all union persons and friends of organized labor. The union further agrees to loan to the employer such union store cards as needed (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 such union store cards so loaned to him as aforesaid upon the expiration of this agreement, or upon demand made upon him by the union, or upon violation of any provision or provisions of this agreement.

SECTION XVII: STRIKE OR LOCKOUT: It shall not be a violation of this contract, nor shall any employee be discharged or discriminated against, for refusing to sell or handle the merchandise or products of or from, or work in any establishment of any individual, firm or corporation, while such individual, firm or corporation is under lockout or is under a strike, or is listed in the official "We don't patronize list" of the Central Labor Councils of either Alameda or Contra Costa Counties.

SECTION XVIII: ARBITRATION: It is the desire of both parties to this agreement that matters of differences shall be settled amicably. For this purpose it is hereby agreed that when mutual adjustment in such matters cannot be arrived at, both parties may proceed to create an arbitration board for the purpose of submitting to it such matter of difference, and in such event this arbitration board shall be composed of three representatives appointed by the union and three representatives appointed by the employer. 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 hours after final submission, the board shall 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 that a 7th arbitrator is called in the vote of 4 of the 7 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 the parties hereto, who agree to abide thereby.

SECTION XIX: TERM OF AGREEMENT: The term of this agreement shall be 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:

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

(b) In the event that 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 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 a 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.

(c) The effective date of this Agreement is _____ 193__.

(d) This Agreement shall be binding upon the heirs, executors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this _____ day of _____ 193__.

By _____
First Party

RETAIL FOOD CLERKS UNION LOCAL NO. 870

By _____
Second Party

RETAIL FOOD CLERKS UNION No. 870
216 Pacific Bldg. Highte 8262
16th & Jefferson Sts. Oakland, Calif.
J. A. Suffridge, Business Representative
R. W. Nathan, Executive President
Meets 1st & 3rd Thursday of each month

Retail Food Clerks Union, Local 870 wishes to announce
that the following list of stores are 100% Union.

Milton's Super Market-----	38th and Hopkins St
Laural Super Market-----	3839 Hopkins St.
Fairfax Market -----	5273 Foothill Blvd.
Lucky Store-----	3428 Fruitvale Ave
Savemore Grocery -----	2370 High Street
Santa Rita Grocery-----	38th and Santa Rita
Lucky Market -----	1918 Park Blvd.
Havens Court Market-----	66th and Beck Sts
Avenal Grocery-----	6343 Avenal St.
Marvel Market Grocery-----	71st and E. 14th St
D. and L. Liquors-----	71st and E. 14th St
Lucky Market-----	3250 Grand Ave.
Freemont Food Shop-----	5001 Foothill Blvd.
Bolo Bros Market-----	2142 Hopkins
Lucky Market -----	3300 Lakeshore
White Store-----	1587 E. 38th St.
Marvel Delicatessen-----	71st and E. 14th St.
Lucky Spot Market -----	9629 E. 14th St
Posner Grocery Dept-----	332 14th St.
Clay Nine Liquor -----	9th and Clay
Home Liquor Store-----	404 14th St.
D. and L. Liquor-----	15th and Market St.
Winedale Liquor-----	2537 Telegraph
Lucky Market-----	2601 Telegraph
Lucky Market -----	Piedmont & Linda
Lucky Market -----	College and Shafter
Bi Rite Market-----	38th and Grove.
Dagna's Market-----	1382 Salano Ave
Lucky Market-----	San Pablo & Washington
Dons Market -----	San Pablo and Washingt
Lucky Market-----	Telegraph and Haste
Villa's Market-----	San Pablo and Salano
Lucky Market-----	Shattuck and Bancroft.
Elite Grocery-----	Ashby and College
Lucky Market -----	University & San Pablo
Perrymans Market -----	2723 Encinell
Central Fruit Market -----	Webster and Haight.
Lucky Market-----	1533 Webster St.
Webster Height Market-----	Webster Haight.
Plaza Market -----	1301 Washington St. S. L.
Hayward Co-Op-----	1234 E. 14th St.

35-1201

U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON

February 13, 1937

Mr. Herbert Goldfarb, Sec'y
Retail Clerks' International
Protective Ass'n #376
2985 School Street
Oakland, California

My dear Mr. Goldfarb:

On December 3 we sent you a second request for information concerning your agreement with employers which expired October 4, 1936.

For a number of years the Bureau of Labor Statistics has collected copies of union agreements in force throughout the United States in order to have one place in the country where all agreements are on file. Will you be kind enough to send us a copy of your new agreement, if one is now in effect, together with the information requested below? Let me assure you that we will keep the identity of the agreement confidential if you so indicate. We shall be glad to type a duplicate and promptly return the original if you have only one copy available. If the agreement is substantially the same as the previous one, it will be sufficient to list changes on the reverse side of this sheet.

The enclosed envelope for your reply requires no postage. Your prompt response to this request will be greatly appreciated.

Very truly yours,

Isador Lubin
Commissioner of Labor Statistics

Enc.

Is an agreement now in force? yes

Name of company or employers' association signing the agreement Enclosed

copy of proposed agreement, and list of stores operating under the last years agreement.
(If more than one employer, please list on reverse side)

Union members affected app. 600 Nonmembers affected app. 2000

Date renewed over Date of expiration _____

James A. Suffridge Sec'y. 523-53 Street Oakland, Calif.
(Name of person furnishing information) (Address)

We are at present working under the last years agreement and are not contemplating a better one until about July or August at which time we expect to have a much larger percentage of the Clerks & Employers of this area signed,

RETAIL FOOD CLERKS UNION No. 870

216 Pacific Bldg. Hlgate 8262

16th & Jefferson Sts. Oakland, Calif.

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