

Covers -  
East Bay Dealers' Assn.  
Jackey Markets,  
Hagstrom's Food Stores  
Andrew Williams Stores, Inc.  
Indjit printers

# Agreement

70

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:

## WITNESSETH:

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 recognizes the Union as the sole collective bargaining agency for all employees working for the employer and within the jurisdiction of the Union as long as said Union is affiliated with the American Federation of Labor.

SECTION II. EMPLOYMENT OF UNION MEMBERS: The Employer shall 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 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.

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) The Employer shall notify the Union within 24 hours after the employment of such non-union person.
- (b) The said employee shall file an application to become a member of the Union within five (5) days from the date of his employment. The Union shall not initiate said employee within twenty-one (21) days from the date of his employment unless approved by the Employer.
- (c) The Employer shall, within seven (7) days after notice from the Union 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.
- (d) The Employer shall pay 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 the employment as set forth in this agreement.

The Union shall accept as members all present employees of Employer within the jurisdiction of the Union.

SECTION III. DISCHARGE OF AND DISCRIMINATION AGAINST EMPLOYEES: The Employer shall not discharge or discriminate against an 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. Upon the discharge of any employee the Employer shall, within twenty-four (24) hours thereafter notify the Union of such discharge.

## SECTION IV. WORKING HOURS AND OVERTIME:

(a) For male employees nine (9) hours shall constitute a day's work, and fifty-four (54) hours shall constitute a week's work, and for female employees eight (8) hours shall constitute a day's work and forty-eight (48) hours shall constitute a week's work. All time worked in excess thereof shall be considered overtime and paid for in accordance with the overtime hourly rate as hereinafter set forth in sub-section B of Section V, which said overtime is figured at the rate of time and one-half.

The present inventory taking practice shall continue; provided, however, that any regular employee may be required to work without compensation therefor not more than six (6) hours semi-annually performing inventory work.

(b) The regular day's work for female employees shall be worked within nine (9) consecutive hours and the regular day's work for male employees shall be worked within ten (10) consecutive hours, and both male and female employees shall receive one hour off for lunch at approximately the middle of the working day.

(c) No employee shall be allowed or required to wait on customers or sell merchandise except between the hours of 8:00 A. M. and 7:00 P. M. from Monday to Saturday inclusive; provided, however, that all customers in the store at closing time shall be waited on by employees without additional compensation.

Employer agrees that all stores operated by him shall remain closed to customers between the hours of 7:00 P. M. and 8:00 A. M. and all day Sundays and Holidays set forth in Section XII.

As used herein the term "stores" shall mean all establishments within Alameda County selling food and food products to consumers for consumption off the premises, including grocery stores, delicatessens, fruit and produce stands, dairy stores and bakeries.

(d) All extra employees shall receive a differential of ten cents (10c) per hour above the scale in the classification in which they work with a guarantee of four hours pay for each day such employee is ordered to report for work; provided, however, that any extra employee working more than three days for the same employer in any calendar week shall be paid at the rate of the regular scale. All extra employees shall be paid within three days after the completion of the work for which they have been called in.

(e) No employees shall be required or allowed to work more than one hour overtime in any one day, nor more than six 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.

(f) When a regular employee has been in the employ of any employer for twelve (12) consecutive months such employee shall be entitled to receive during each twelve month period thereafter not less than one week's vacation with pay. All time lost from employment because of reasonable absence from work through sickness or other emergency or temporary lay-off shall be considered as time worked for the purpose of determining the length of employment.

Vacation periods shall be fixed by the Employer to suit the requirements of his business but as far as possible and practicable vacations will be given during the summer months.

**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 for female employees, and a nine hour day and fifty-four hour week for male employees, worked over a period of six days.

**A. WEEKLY RATE:**

	Male	Female
MANAGING CLERKS . . . . .	\$40.00	\$35.55 per week
CHECK CLERKS . . . . .	35.00	31.11 "
RECEIVING CLERKS . . . . .	35.00	— "
RECEIVING STOCK CLERKS . . . . .	30.00	— "
REGULAR CLERKS . . . . .	30.00	26.67 "
STOCK CLERKS . . . . .	25.00	22.26 "
CASHIERS . . . . .	25.00	22.26 "
BEGINNER CLERKS . . . . .	22.50	20.00 "

**B. OVERTIME HOURLY RATE:**

	Male
MANAGING CLERKS . . . . .	\$1.11 per hour
CHECK CLERKS . . . . .	.97 "
RECEIVING CLERKS . . . . .	.97 "
RECEIVING STOCK CLERKS . . . . .	.93 "
REGULAR CLERKS . . . . .	.93 "
STOCK CLERKS . . . . .	.70 "
CASHIERS . . . . .	.70 "
BEGINNER CLERKS . . . . .	.62 "

**C. RELIEF TIME RATE:** Any regular employee who is required by the employer to perform his regular duties in more than one store in any one week shall receive the sum of \$2.50 per week in addition to his regular remuneration, and wherever an employee is required by the employer to change from one store to another during the same day, all time consumed by said employee in going either to or from one store to another shall be considered and paid for as part of his regular day's work. This section shall not apply in cases of permanent transfer.

**SECTION VI. CLASSIFICATION OF EMPLOYEES:** For the purposes of this contract the classifications of employees above set forth are hereby defined as follows:

(a) **Cashier:** A cashier is an employee engaged exclusively in the handling of cash involved in the receiving of payment for retail purchases made in a store, but not handling any merchandise.

(b) **Stock Clerk:** A stock clerk is an employee engaged in the major part of his time in the retail department of the employer's establishment, performing miscellaneous duties around the store, including the stocking of shelves, assisting customers with their shopping (but not waiting on them) occasionally take care of delivery orders, but not checking receipts or accounts, or handling cash in a store.

(c) **Regular Clerk:** A regular clerk is an employee who, in addition to the duties of a stock clerk as hereinabove defined, handles cash and/or waits on customers. In such instances where only one person is employed at a time in a department the employer may classify and pay such person as a regular clerk.

(d) **Receiving Stock Clerk:** A receiving stock clerk is an employee engaged the major part of his time in the receiving department of the employer's establishment, but in no instance waiting on customers, assisting them with their shopping, or handling cash.

(e) **Receiving Clerk:** A receiving clerk is an employee who is engaged the major part of his time in the receiving department of the employer's establishment and who is in charge of and responsible for the receiving of merchandise.

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

1. Acts as a department manager having charge of and supervision over a department, except in such instance as set forth in sub-section (c) of this Section defining the duties of a regular clerk.

2. Acts in the capacity of assisting the managing clerk in his duties; or acts in the capacity of assisting the owner where the owner is actively engaged in the business performing the duties of a managing clerk, or performs the duties of a managing clerk in his absence, and generally supervises the conduct of a store. The mere occasional or incidental performance of a duty of a managing clerk under direction or instruction shall not be construed as the basis for classifying an employee as a check clerk. This sub-section shall not apply to stores where not more than two people, including the owner, are working therein where either—

1. The owner is actively engaged in the business performing the duties of a managing clerk, or—
2. Where a managing clerk is employed where the owner is not actively engaged in the business as above set forth in this sub-section.

(g) **Managing Clerk:** A managing clerk is an employee who has charge of and general supervision over not more than one store, and attends to and is responsible for the proper checking and collection of the cash and receipts, and the ordering of merchandise at said store, and is generally the nominal head or foreman thereof.

(i) **Beginner Clerk:** A beginner clerk is an employee who has had less than three (3) months' experience in a food store under any of the above classifications irrespective of where such experience may have been had. A beginner clerk may perform the duties of any classification except managing clerk or check clerk.

**SECTION VII. STORE MEETINGS:** No store meetings shall be held so as to conflict with the regular meetings of the Union, and upon a three-day notice to the Employer of a special meeting the Employer agrees to hold no store meeting in conflict therewith.

**SECTION VIII. CAPS AND UNIFORMS:** Whenever the Employer demands the wearing of a uniform and/or head covering, the same shall be paid for and laundered and cleaned by the Employer, and it shall be required by both parties hereto that all such apparel shall bear the union label of an American Federation of Labor union, unless the same is not available, and all laundry and cleaning of such apparel shall be done by an establishment employing exclusively American Federation of Labor union help; provided, however, that in the event any employee uses more than three uniforms in any one week the Employer shall have the right, if he so desires, to deduct the sum of twenty-five cents from the employee's pay for the week the employee uses more than three uniforms.

**SECTION IX. 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, but in no event shall the Employer carry on any charitable campaign among his employees.

**SECTION X. VISITS TO STORES:** It is agreed by both parties hereto that the business representative 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 XI. 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 seven (7) days after receiving notice from the Union of such suspension or expulsion.

**SECTION XII. HOLIDAYS:** The following holidays shall be observed and each regular employee shall be paid for the same except when without permission of the employer the employee fails to report for work either the day before or the day after the holiday: New Year's Day, Washington's Birthday, Memorial Day, Fourth 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 Sundays off.

**SECTION XIII. BOND:** Wherever the Employer requires the bonding of any employee or the carrying of any insurance for the indemnification of the Employer, the premiums for the same shall be paid for by the Employer.

**SECTION XIV. STRIKE OR LOCKOUT:** It shall not be a violation of this contract, nor shall any employee be discharged or discriminated against, for refusing to work for or to sell or handle the merchandise or products of or from any establishment or 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 Council of Alameda County. Provided, however, that this Section shall not apply in such instances where a lockout exists or a strike is called by any organization considered dual in character by the American Federation of Labor, or is conducting itself at the time of said lockout or strike contrary to the principles and practices of the American Federation of Labor.

**SECTION XV. ARBITRATION:** It is the desire of both parties to this agreement that matters of difference shall be settled amicably. For this purpose, it is 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 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 the parties hereto, who agree to abide thereby.

**SECTION XVI. 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 September 19, 1937.

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

No employee shall suffer any reduction in wages or general working conditions by reason of the signing of this agreement. No managing clerk who, at the time of the signing of this agreement, is receiving wages in excess of \$40.00 per week shall be replaced by another employee at a lesser wage for the purpose of avoiding any of the provisions of this contract.

By.....

RETAIL FOOD CLERKS' UNION, LOCAL 870

By.....

Store Card No.....

.....

Any notice of desire to change or recision of the attached contract is hereby withdrawn and said contract is hereby automatically renewed as provided therein, it being agreed, however, that unless and until there is a final decision by the California Supreme Court to the effect that a labor union has the right to picket for closing hours as regards operators who have not contracted to close at certain specified times -

- (A) All the provisions and parts of sub-section (C) of Section IV shall not be operative.
- (B) The word Sundays in the last line of Section XII shall be changed to the word "days" but otherwise the said Section shall be fully operative.
- (C) An attorney representing the Union, an attorney representing the Food Employers Association, and an attorney representing jointly for this purpose The Peninsula Stores, Hagstrom's Inc., Andrew Williams Stores, and the East Bay Food Dealers Association shall determine the effect of any such decision of the Supreme Court of California as regards said right of a labor union to picket. In the event that any or all of said attorneys cannot agree upon the effect of such Supreme Court decision an opinion shall be procured from a dis-interested person on the effect thereof as follows -

The City Manager of Oakland, California, shall submit a panel of not less than 10 nor more than 20 names of judges and/or attorneys at law residing in Alameda County. From such panel one person shall be chosen satisfactory to each and all of the aforesaid attorneys, which said person so chosen shall determine for the purposes of this agreement the effect of such decision. The opinion of such person shall be conclusive upon and shall be abided by all parties hereto, provided, however, that in any event any opinion either of the three attorneys or the other disinterested person shall be binding upon the parties hereto only until the expiration of the year term in existence at the time such opinion is rendered.

- (D) The attached contract and this agreement shall apply only to Alameda County and to Retail Food Clerks Union Local 870.

Dated: \_\_\_\_\_, 193 .

Firm Name \_\_\_\_\_

Retail Food Clerks Union,  
Local 870.

Address \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Ref. Clks # 870  
Oakland,  
Calif

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON, February 20, 1939

4-19-39  
9-19-40

Mr. James A. Suffridge, Sec'y  
Retail Clerks' Int'l  
Protective Ass'n #870, 1179 & 1058  
2417 25th Ave.  
Oakland, Calif.

My dear Mr. Suffridge:

We have in our files a copy of your agreement with Safeway Stores and other employers which recently expired.

*R*

In order to keep our files of union agreements up to date, I should be grateful if you could conveniently send us a copy of your new agreement, if you now have an agreement in force. We shall be glad to type a duplicate and promptly return the original if you have only one copy available. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general information, in such a way as not to reveal the name of the union.

We shall be very grateful for your assistance. The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

*Isador Lubin*

Isador Lubin  
Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement

See reverse side

(If more than one employer, please list on reverse side)

Number of companies covered by agreement Approximately one thousand

Number of union members working under terms of agreement Two Thousand

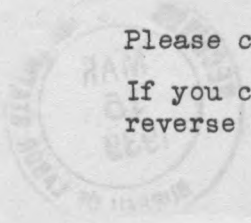
Number of non-members working under terms of agreement -----

Branch of trade covered Retail sale of Food, liquor & Tobacco

Date renewed 9/19/38 Date of expiration 9/19/39

Please check here if you wish the agreement returned -----

If you cannot send a copy of your new agreement, please note (on the reverse side of this letter) any changes from your previous agreement.



Food Employers Association,

East Bay Food Dealers Ass'n.,

Retail Grocers Association, and

Several Hundred Individual signers.

U.S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS

Mr. James A. Sullivan, Sec'y  
Retail Clerks' Int'l  
Protective Ass'n 4870, 11th & 10th  
2417 23th Ave.  
Oakland, Calif.

My dear Mr. Sullivan:

We have in our files a copy of your agreement with Sela-way Stores and other employers which recently expired.

In order to keep our files of union agreements up to date, I should be grateful if you could conveniently send us a copy of your new agreement, if you now have an agreement in force. We shall be glad to type a duplicate and promptly return the original if you have only one copy available. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general information, in such a way as not to reveal the name of the union.

We shall be very grateful for your assistance. The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

*Isador Lubin*

Isador Lubin  
Commissioner of Labor Statistics

Name of company or employers' association signing the agreement

See reverse side

(If more than one employer, please list on reverse side)

Number of companies covered by agreement Approximately one thousand

Number of union members working under terms of agreement Two thousand

Number of non-members working under terms of agreement -----

Branch of trade covered Retail sale of food, liquor & tobacco

Date renewed 9/19/33 Date of expiration 9/19/35

check here if you wish the agreement returned -----

cannot send a copy of your new agreement, please note (on the side of this letter) any changes from your previous agreement.



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

Retail Clerks #870  
Oakland, Calif.  
9-19-40

October 23, 1939

Mr. James A. Suffridge, Secretary  
Retail Clerks' Int'l Protective Ass'n #870  
2417 - 25th Avenue  
Oakland, California

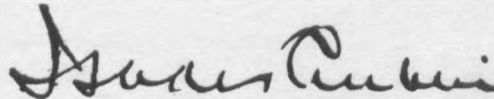
Dear Sir:

We have in our files a copy of your agreement with the Food Employers Ass'n & Retail Grocers Ass'n of Alameda County and the East Bay Ford Dealers' Ass'n.

In order to keep our files of union agreements up to date, we should be grateful if you could conveniently send us a copy of your agreement which is now in effect. We shall be glad to make a duplicate and promptly return the original if you have only one copy available. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general analysis in such a way as not to reveal the name of either party to the agreement.

We shall greatly appreciate your cooperation. The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let us know.

Very truly yours,



Isador Lubin  
Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement  
Food Employers Ass'n., Retail Grocers Ass'n., Safeway Stores, Hagstroms Food Stores, Lucky Mkt., And all employers who hire.

(If more than one employer, please list on reverse side)

Number of companies covered by agreement App. 1000

Number of union members working under terms of agreement App. 2000

Number of non-members working under terms of agreement None

Branches of trade covered Food and Liquor

Date of expiration Sep't. 19, 1940

Please check here if you wish the agreement --

Returned \_\_\_\_\_ Kept confidential \_\_\_\_\_

If you cannot send a copy of your new agreement, please note (on the reverse side of this letter) any changes from your previous agreement. (8227)

Would appreciate copies of agreements from other sections of the United States.