

*Retail Clerks # 117*  
*Stockton - Calif*  
*7-8-43*  
CONFIDENTIAL

3-78

ARTICLES OF AGREEMENT

1171

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ by and between the \_\_\_\_\_

here and after referred to as the employer, and Retail Clerk's International Protective Association, and (American Federation of Labor Affiliated) its agent Local 197 of the Retail Clerks Protective Association of San Joaquin County, State of California, herein after referred to as the Union.

WITNESSETH

Sec. 1. The Association and its members located in the \_\_\_\_\_ Area hereby recognizes the Retail Clerks International Protective Association, through its agent, Local 197 as the sole collective bargaining agent for all employees, working for the employer in the \_\_\_\_\_ Area, and coming within the jurisdiction of this Union as long as said Union is affiliated with the American Federation of Labor, and the Union hereby recognizes the Association as a sole collective bargaining agent for all Retail Grocery Employers in the \_\_\_\_\_ Area. The employer agrees that all employees coming under the jurisdiction of the Retail Clerks Union, Local 197 shall be members of the Union in good standing.

Sec. 1 a. The employers shall be the sole judge as to the competency of all applicants and also of all employees subject to grievance procedure as outlined in Section 9.

UNION PREFERENCE

Sec. 2. The employer shall give preference in employment to those who are members of the Union in good standing. If the Union is unable to supply a satisfactory employee, the employer may employ a person who is not a member of the Union, provided he makes application for membership in the Union within ten (10) days of the date of the employment and is admitted as a qualified member of the Union within twenty-one (21) days of such date. Part-time employees must have permit from the Union.

Sec. 2. a. 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 or has not become a member of said Union as set above.

Sec. 2. b. The employer agrees that in the event one of the present employees or a non-employee becomes a co-partner of the business said employee shall retain his or her membership in the Union, and the non-employee shall make application to and become a member of the Union as prescribed in Section Two of this Agreement.

Sec. 2. c. Any employee who is required to leave his employment in order to enter the armed forces of the United States either through selective service or by voluntary enlistment shall, when his absence ceases, if application be made within sixty (60) days therefrom, be reinstated to employment upon his request without loss of seniority and without detriment of any benefits of employment of which existed at the time of his leaving or which shall have accrued in the interim between his leaving employment and his returning to work.

18-1

## UNION ACTIVITIES

Sec. 3. The employer agrees that no employee shall be discharged or discriminated against because of his or her activities in the Union as long as conduct of employee does not jeopardize the employer, or his business except as herein provided that during the life of this agreement no strikes shall be entered into by Local 197, and no lock-out shall be entered upon by the employer, until every peaceable method of settlement of difficulties shall have been exhausted. Any action of the men in leaving jobs for their own protection in case of a legally declared strike shall not be a violation of this agreement.

Sec. 3.a. 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 set forth in this Agreement.

Sec. 3 b. It shall be deemed a violation of this Agreement for any employee to discriminate against or refuse to handle any merchandise handled or sold by the employer which is in stock or in normal transit prior to any official benified American Federation of Labor organization declaring such merchandise unfair through the proper channels. However it shall not be a violation of the contract for the employees to refuse to handle such merchandise in the event delivery is received after the merchandise is officially declared unfair and the merchants so notified.

Sec. 3 c. It is agreed by both parties hereto that the Business Representative shall have the right to 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 violations of this Agreement. It is understood that visits of Business Representatives shall be so conducted and made at such times as not to interfere with the proper performance of work of employees covered by this Agreement.

## CLASSIFICATIONS

Sec. 4. STORE MANAGERS: The store manager 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 the merchandise at said store, and is generally the nominal head or foreman thereof.

Sec. 4. a. CHECK CLERK OR HEAD CLERK: A check clerk is an employee who in addition to the duties of a regular clerk performs one or more of the following duties; 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, or handles cash and waits on customers the major portion of his time, as is now in actual practice.

Sec. 4 b. REGULAR CLERK: A regular clerk is an employee who spends the majority of his time in stocking shelves performing various miscellaneous duties within the store and may relieve a check clerk during lunch periods or work in the check stand as second checker during rush periods, but in no event shall he be allowed to perform check clerks duties the major portion of his time.

Sec. 4 d. BEGINNERS: A beginner clerk is an employee who has had less than six (6) months experience in a food store under any of the above classifications, irrespective of where such experience may have been had, and the employer shall not employ more than two (2) beginners to four (4) regular employees. It is agreed that beginners are full time employees working fifty (50) hours per week. A beginner clerk may perform the duties of any classification, except managing clerk or a check clerk.

Sec. 5. WAGES: It is agreed that the wage scale herein set forth shall be considered as a minimum and any employee receiving a more favorable wage scale than herein set forth shall not suffer a reduction due to the signing of this Agreement, and it is understood that female employees shall be paid at the same rate as male employees.

	<u>WAGE SCALE</u>		
	<u>Week</u>	<u>Hour</u>	<u>Overtime</u>
(A) Branch Store Managers.....	\$49.50		
(B) Check Clerk or Head Clerk.....	38.00		
(C) Regular Clerks.....	33.00		
(D) Beginner Clerk(First 6 mos.).....	23.00		
"    "    (Second 6 mos.).....	28.00		
"    "    (After 1 year).....	33.00		
(E) Part-time employees.....		.47	

HOURS

Sec. 6. The hours set forth in this agreement are as follows: Eight (8) hours within nine (9) consecutive hours allowing one (1) full uninterrupted hour for lunch, shall constitute a day's work and any work over eight (8) hours on the following days shall be paid for at time and one-half the regular rate of pay for the classification of work done, Monday, Tuesday, Wednesday, Thursday. It is agreed that nine (9) hours within ten (10) consecutive hours shall constitute a day's work with one full uninterrupted hour for lunch on the following days and it is optional for the employer to decide with which two of the following days the employee shall work nine (9) hours, Friday, Saturday or Sunday. Any work performed after nine (9) hours on Friday, Saturday or Sunday shall be paid for at time and one-half the regular rate of pay for the classification of work done.

Sec. 6 a. The Store Managers may work longer hours than prescribed in Section 6 of this Agreement if he so desires, this is in no way compulsory and if said Branch Manager does not desire to work longer hours than specified, the employer agrees that he shall not be discriminated against.

OVERTIME

Sec. 6 a. Overtime shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) the hourly rate of pay for the classification of the work performed. Any work performed on New Year's Day shall be paid for at time and one-half ( $1\frac{1}{2}$ ). Inventory shall be paid for at the rate of time and one-half ( $1\frac{1}{2}$ ) according to classification for overtime.

HOLIDAYS

Sec. 6 b. The employer agrees to close his store or stores on the following holidays, and no deduction shall be made from the pay of the employees due to the holidays. Washington's Birthday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. (Armistice Day) if considered and recognized as a holiday by the Merchants Association.

VACATIONS

Sec. 6 c. All regular full time employees who on or before August 24th have been in the service of the Employer continuously for one (1) year, shall be granted a minimum of one (1) week's vacation with pay. One (1) additional week may be taken without pay, providing arrangements have been made with the Employer at time vacation schedules are made. The employee may work during his vacation for double pay if the Union is unable to supply help.

UNIFORMS

Sec. 7. The employer shall furnish uniforms, caps, gowns, aprons, and laundry and maintain same, when required by the employer.

CHARITY

Sec. 8. The Union shall conduct and handle any and all campaigns or drives for charitable purposes among its membership, in such instances as they deem advisable; and in no event shall the employer carry on any charitable campaign among his employees or ask contribution therefor.

ADJUSTMENT & ARBITRATION

Sec. 9. In the event any dispute hereinafter enumerated arises and cannot be settled by negotiations by the business agent of the Union and the employer, or the employer's representative, the matter shall be referred to the adjustment board for settlement. Such board shall meet monthly to consider adjustments and make settlements of claims and disputes. Any decision by a majority of such board shall be final and binding on all parties. The board shall be composed of three representatives of the employer and three representatives of the Clerks Union. In the event that a majority of the board cannot agree upon the settlement of any claim or dispute of any matter that has been referred to the board, the board shall thereupon select by mutual agreement an (1) impartial person to act as arbitrator, and the matter shall thereupon be submitted to such arbitrator whose decisions shall be final and binding on all parties. Any expense incurred as the result of arbitration shall be borne one-half (1/2) by the employer and one-half (1/2) by the Union.

Sec. 10. This agreement shall remain in full force and effect from July 8th, 1942, until July 8th, 1943, and shall continue thereafter from year to year, subject however to thirty (30) days written notice prior to the expiration date by either party of the desire to change or modify this Agreement. It is agreed that either party may open the agreement for wage adjustments only on January 8th by giving thirty (30) days written notice of such intention. In the event of failure to reach an agreement on January 8th the question of wages shall be automatically submitted to Arbitration as follows: One (1) man to represent the employer or employers; One (1) to represent the Union and the third (3rd) man to be appointed by Doctor John R. Stellman or his successor. The decision of such arbitration shall be retroactive to January 8th, 1943, and shall be binding on both parties.

IN WITNESS WHEREOF, The parties hereto have set their hands in duplicate by their respective officers or representatives thereunto duly authorized in the City of \_\_\_\_\_, and County of San Joaquin, State of California.

FOR THE EMPLOYERS

FOR THE UNION

I. H. WALLACE

HARVEY RIGGS

I.H. Wallace, Bargaining Agent for the Central Calif. Retail Grocers & Meat Dealers Association, and the Safeway Stores Inc; and Employers whose names appear on Appendix A- hereto attached.

President Local 197

Secretary & Business Representative.

Recorder Local 197