

AGREEMENT

between

and

Retail Clerks' Local
No. 1288

Fresno, California



AGREEMENT

THIS AGREEMENT, made and entered into this.....day of....., 1939, by and between the RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION, LOCAL No. 1288, Fresno, California, hereinafter referred to as the UNION, party of the first part, and.....
.....
hereinafter referred to as the EMPLOYER, party of the second part,

WITNESSETH:

THAT, WHEREAS, Retail Clerks' Union No. 1288 of Fresno, California, is a labor union having jurisdiction including retail clerks engaged in the business of retail food business; and

WHEREAS, The Employer is a merchant engaged in the sale of food stuffs at retail; and

WHEREAS, In order to enhance the mutual interests of the parties hereto, to

prevent strikes, walkouts and other labor disputes, to provide for a standard of employment as to wages, hours and conditions and for the promotion of amicable relations between the employer and his employees, NOW THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO:

1. That the Employer hereby recognizes the said union as the sole collective bargaining agency for all employees of the employer within the jurisdiction of said union.

2. The Employer agrees to employ none but members of the Union in good standing, and in such cases where the Union cannot supply an employer with satisfactory help, the Employer may hire anyone, giving preference to local men, provided the employee makes application for membership in the Union within two weeks of his employment.

3. That nine (9) hours worked within a period of ten (10) hours, with one (1) hour off for lunch, shall constitute a regular work day, and six (6) regular work days within seven (7) consecutive days shall constitute a regular work week for male employees — fifty-four (54) hour week.

(a) All time worked in excess thereof shall be considered overtime and shall be paid for at the overtime rate. The overtime rate shall be straight time, based on the individual's weekly salary.

(b) That eight (8) hours worked within a period of nine (9) hours, with one (1) hour off for lunch, shall constitute a regular work day, and six (6) regular work days within seven (7) consecutive days, shall constitute a regular work week for female employees — forty-eight (48) hour week.

(c) That ~~no member of the Union shall be required, or allowed, to wait on customers or sell merchandise except between the hours of 8:00 A. M. and 6:30 P. M. from Monday to Saturday inclusive; provided, however,~~ the clerks on duty at the recognized hour of closing shall wait upon all customers in all departments in the store, at that time, and shall take care of all perishable stock so as to prevent its spoilage; such time not to exceed thirty (30) minutes. This extra time shall include the work of making up cash and such other necessary routine that the store will be closed in the usual manner. This additional time shall not be classified as overtime and shall not require any extra pay.

~~It is understood and agreed that this paragraph of this agreement may be opened for further negotiation after a period of sixty (60) days has elapsed since the signing hereof.~~

(d) That no member of the Union shall be required, or allowed, to work on the following holidays: New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Armistice Day, Thanksgiving Day, and Christmas Day. No deduction shall be made from the employees' regular weekly wage for holidays. Holidays falling on a Sunday shall be observed the following Monday.

(e) That each employee shall be entitled to and shall receive one week's vacation with pay during each twelve (12) month period said employee is in the employ of said Employer; said twelve (12) month period to begin with the date of employment. All time lost from employment because of reasonable absences from work through sickness or other emergency shall be considered as time worked for the purpose of determining the length of employment. This vacation shall be within the regular vacation period beginning May 1st.

4. That the following shall be the minimum scale of wages, to-wit:

Per Week

- | | |
|-----------------------------------------------------------------------------------------------|---------|
| (a) Managing clerk, having charge of and supervision of an individual store | \$36.00 |
| (b) Regular clerks of two years' experience in the sale of food stuffs with employer | 27.50 |
| (c) Regular clerks with more than six (6) months' experience in the sale of food stuffs | 25.00 |
| (d) Apprentices (less than six (6) months' experience in the sale of food stuffs) | 20.00 |

Experience as used in this section shall mean time worked in the sale of food stuffs in the area under the jurisdiction of Local Union No. 1288.

(e) Not more than one (1) apprentice shall be employed for each four (4) regular clerks employed; provided, however, that one (1) apprentice may be employed at each store.

(f) Overtime shall be paid for at the rate of straight time, based on the individual's weekly salary.

(g) Female employees shall receive the same hourly rate as male employees, provided, that they shall be paid on the basis of an eight (8) hour day and forty-eight (48) hour week. The hourly rate to be based on the weekly wage schedule above. This provision is made to conform with the state law.

(h) This section shall not be construed so as to reduce the rate of pay of any employee now receiving a greater rate than herein set forth; but the rate now received by employee shall constitute the minimum rate of pay for said employee.

5. That uniforms or caps required by the Employer shall be provided and maintained by the Employer.

6. That the failure of any member of the Union to pass through any American Federation of Labor picket line shall not constitute a violation of this Agreement.

7. That this Agreement shall be in full force and effect until April 1st, 1940, and shall continue in effect from year to year

thereafter unless 45 days' notice shall be given by either party to this Agreement to the other party of the desired change 45 days prior to the yearly date herein specified.

EMPLOYER

.....

.....

RETAIL CLERKS' LOCAL No. 1288

.....

Business Representative

Copy of agreement
has been forwarded
previously

SECOND REQUEST

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

Clerks 1288
Fresno, Cal.
4-1-40

July 1, 1939.

Mr. Ralph Fisher, Sec'y.
Retail Clerks' Int'l
Protective Ass'n #1288
908 M Street
Fresno, Calif

Dear Sir:

We have in our files a copy of your agreement with 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

Enc.

Name of company or employers' association signing the agreement

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

Number of companies covered by agreement 17

Number of union members working under terms of agreement 152

Number of non-members working under terms of agreement None

Branches of trade covered Grocery

Date renewed April 1, 1939 Date of expiration April 1, 1940

Please check here if you wish the agreement returned No

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.

