

Clerks #197  
Stockton, Calif  
12-15-40?

THIS AGREEMENT, made and entered into this \_\_\_\_\_ by and between  
CENTRAL CALIFORNIA RETAIL GROCERS AND MEAT DEALERS ASSOCIATION, SAFEWAY  
STORES, and INDEPENDENT OF THE STOCKTON AREA.

First Party, hereinafter called Employer, and Retail Food and Grocery  
Clerks' Local No. 197 of San Joaquin County affiliated with the Central  
Labor Council and with the American Federation of Labor through the Retail  
Clerks International Protective Association, second party, hereinafter  
called Union.

WITNESSETH

Whereas, the SAFEWAY STORES, INC., and the CENTRAL CALIFORNIA RETAIL GROCERS  
AND INDEPENDENT MEAT DEALERS ASSOCIATION, is an incorporated non-profit  
association whose members are persons, firms and corporations engaged  
in the business of distributing at retail, food and food products within  
the county of San Joaquin County; said members are hereinafter referred  
to as employers, and

NOW THEREFORE, in consideration of the premises and of the respective pro-  
mises, agreements and covenants of the said parties hereto, they do hereby  
mutually agree as follows, to wit:

SECTION I: The Association and its members located at \_\_\_\_\_,  
California, hereby recognize the Retail Clerks' INTERNATIONAL PROTECTIVE  
ASSOCIATION, through its agent, Local No. 197 as the sole-collective  
bargaining agent for all employees working for the employer in the \_\_\_\_\_  
trading 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 the sole-collective bargain-  
ing agent for all grocery employers in the \_\_\_\_\_ Trading  
Area. The Employer agrees that all employees coming under the jurisdiction  
of this Agreement shall be members of the Union, in good standing.

SECTION II: EMPLOYMENT OF UNION MEMBERS:

The employer shall employ only members of the Unions in good standing  
provided however, that in the event the said Union cannot meet the request  
of the employer for an employee, satisfactory to the employer, the employer  
may hire a person not affiliated with the Unions, as hereinafter set forth.

The Union shall maintain a list of unemployed members together with  
their qualifications, and shall furnish a copy of said list to the Association  
upon request, and revise same not less than once a week. 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 said employee shall file an application to become a member  
of the Union within seven (7) days from the date of his employment. The  
Union shall not initiate said employee within twenty-one (21) days from  
date of his employment unless approved by the employer.

(b) 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 above  
set forth.

(c) 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 agree-  
ment.

SECTION III: The employer agrees that no employee shall be discharged or  
discriminated against because of his or her activities in the Union so 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 No. 197, and no lockout shall be entered 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 by some

Union working directly on the job, if said strike is sanctioned by the Central Labor Council of San Joaquin County, shall not constitute a violation of this agreement.

SECTION IV: It shall be deemed a violation of this contract for any employee to discriminate against or refuse to handle any merchandise handled or sold by the employer which has been received through the regular channels of the trade.

SECTION V: The employer shall be the sole judge as to the competency of his employees or applicant.

SECTION VI: CLASSIFICATIONS:

(a) BRANCH STORE MANAGER:

The branch 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 merchandise at said store, and is generally the nominal head or foreman thereof.

(b) CHECK CLERK (OR/HEAD CLERK):

A check clerk is an employee who, in addition to the duties of a regular clerk is an employee who, in addition to the duties of a regular clerk as hereinafter set forth, performs one of the following duties.

(a) Acts in the capacity of assisting the managing clerk of 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 and employee as a check clerk.

(c) REGULAR CLERK:

A regular clerk is an employee who, in addition to the duties of a stock clerk as hereinafter defined handles cash and 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) 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.

(e) To determine classification:

Any employee devoting 51% or more of his or her time at any of the above classifications shall be classified and paid accordingly.

(f) APPRENTICES:

Apprentices shall be employed only on permit from the Union, and all monies paid by apprentices shall apply on initiation fee, wages of apprentices shall not be less than the scale paid beginners. An apprentice is a part time inexperienced employee.

SECTION VII: WAGES:

WEEKLY RATE:	MALE	FEMALE
(A) Branch store managers	\$40.00	\$35.55
(B) Check Clerks or Head Clerks	30.00	26.67
(C) Regular Clerks	25.00	22.26
(D) Beginner Clerks	23.00	
First Month	18.00	16.00
Next Five Months	20.00	18.00



At the end of this six month period he shall receive \$25.00 a week, and she shall receive \$22.26.

(e) All female employees shall be classified according to the above classifications and paid at the same hourly rate as indicated in the above minimum wage scale.

#### SECTION VIII:

It is agreed that the wage scale herein set forth shall be considered as a minimum and no employee shall suffer a reduction due to the signing of this agreement.

#### SECTION IX: HOURS:

Fifty four hours shall constitute a week's work for male employees to be worked in six consecutive days of nine hours beginning at 7 A.M. on Monday and ending at 7 P.M. on Monday, Tuesday, Wednesday, Thursday, Friday, and from 7 A.M. to 9 P.M. on Saturday and the day preceeding a holiday.

Forty-eight hours shall constitute a week's work for female employees to be worked on six consecutive days of eight hours each beginning at 7 A.M. on Monday, and ending at 7 P.M. on Monday, Tuesday, Wednesday, Thursday, Friday and 7 A.M. to 9 P.M. on Saturday, and the day preceeding a holiday.

Each employee shall be allowed one full uninterrupted hour for lunch each day and on time worked in excess of nine-hours for male and eight hours for female in any one day or fifty-four hours for male and forty-eight hours for female, in any one week shall be paid for at the rate of time and one half.

No employee shall be required to work on Sunday nor on any legal holiday unless in a case of emergency, then the employee shall be paid at the rate of time and one half. All time in excess of 54 hours for male and 48 hours for female in any one week shall be paid for at the rate of time and one-half. (1½).

#### SECTION X: HOLIDAYS:

The following shall be designated as legal holidays: Sundays, New Years Day, Washington's Birthday, Memorial Day, Independence Day, Thanksgiving Day, Armistice Day, and Christmas Day. Labor Day shall be known as non-work day.

(A) Should any of the above holidays named fall on Sunday, the following day shall be observed.

(B) No reduction in pay shall be made for said holidays.

#### SECTION XI: VACATION:

Any employee in the service of the employer for (1) one year shall receive a week's vacation of (7) seven consecutive days with pay.

#### SECTION XII: INVENTORY:

Shall be paid for at the rate of time and one half (1½) according to classification for overtime.

#### SECTION XIII: REGULAR BEGINNERS:

Employer shall not employ more than (1) one beginner to six (6) regular employees or fraction thereof. Nor more than (2) two for each (12) twelve or fraction thereof, and (1) one additional for six (6) or fraction above twelve (12).

#### SECTION XIV: UNIFORMS:

When an employer requires the employee to wear caps or uniforms, it is agreed that the employer shall furnish said caps and uniforms and have same laundered (2) twice a week at no expense to the employee.

## SECTION XV

The union shall recognize not more than two persons per establishment as bargaining agent. Said Bargaining Agent to be named and designated by all persons governed by or covered under Section XV.

Any other individual who may become associated with said business as a Partner, Employee, Lessee, member of a Cooperative, member of an Association, member of a Corporation, or in any other relationship, and who either shares or does not share in the receipts of said business, shall become a non-active member in the Union, and shall affiliate under the Rules governing beneficiary and non-beneficiary members.

## SECTION XVI: BOARD OF ARBITRATION:

Should any difference of opinion arise concerning the provisions or interpretations of this agreement that cannot be adjusted directly between the employer and the Union then the matter shall be referred to the Board of Arbitration for their decision, and all decisions shall be final. The Board of Arbitration shall consist of three (3) members selected by the Employer and three (3) to be selected by the Union. The seventh member of the Board to be selected by the six (6) members of the Board, and the seventh (7) member shall be selected only in the case of deadlock.

(a) It is further agreed that should any expense be incurred in connection with any arbitration under the above section that said expense shall be borne equally by the parties hereto.

SECTION XVII: This agreement shall be in full force and effect from

\_\_\_\_\_ to \_\_\_\_\_, and from year to year thereafter unless either party shall notify the other of intent to change. Thirty days (30) notice in writing from either party must be given prior to expiration of this agreement.\_\_\_\_\_.

IN WITNESS WHEREOF: The parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this

SIGNED BY INDEPENDENT GROCERS  
& MEAT DEALERS ASSOCIATION OF  
CENTRAL CALIFORNIA

THE RETAIL CLERKS' INTERNATIONAL  
PROTECTIVE ASSOCIATION THROUGH  
ITS REPRESENTATIVE LOCAL #197  
AFFILIATED WITH THE AMERICAN  
FEDERATION OF LABOR

I. H. WALLACE, Bargaining Agent  
for Members. Employers of the  
CENTRAL CALIFORNIA RETAIL GROCERS  
& MEAT DEALERS ASSOCIATION AND SAFE\*  
WAY STORES OF THE STOCKTON TRADING  
AREA, AND INDEPENDENT.

(Signed by Officials)

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary



April 28, 1938

THIS AGREEMENT, made and entered into this \_\_\_\_\_, by and between the CENTRAL CALIFORNIA RETAIL GROCERS AND MEAT DEALERS ASSOCIATION AND THE RETAIL FOOD AND GROCERY CLERKS LOCAL NO. 197.

WITNESSETH

It is mutually agreed that any Branch Manager may work behind closed in doors longer than the hours set forth in the Agreement. But this is/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.

Further it is agreed that when a beginner has been employed for one employer six (6) months and receiving the scale of wages the employer shall be under no obligation to advance this employee where there is not an opening, but employer must advance said employee when and if there is a vacancy. It is agreed that said employee shall if he so desires continue his employment with said employer until such vacancy occurs.

It is mutually agreed that a maximum of \$20.00 shall be the maximum amount of the initiation fee during the life of this agreement.

SIGNED BY INDEPENDENT GROCERS  
MEAT DEALERS ASSOCIATION OF  
CENTRAL CALIFORNIA

THE RETAIL CLERKS' INTERNATIONAL  
PROTECTIVE ASSOCIATION THROUGH  
ITS REPRESENTATIVE LOCAL NO. 197  
AFFILIATED WITH THE AMERICAN FEDER\*  
ATION OF LABOR.

I. H. WALLACE, Bargaining Agent  
for Employers & Members of the  
Food Industry, affiliated with the  
CENTRAL CALIFORNIA, RETAIL GROCERS  
AND MEAT DEALERS ASSOCIATION AND  
SAFEWAY STORES OF  
AREA

(SIGNED BY OFFICIALS)

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

