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CONFIDENTIAL

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Retail Clerks # 17 (AFL)
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F O O D A G R E E M E N T .

THIS AGREEMENT, made and entered into this 1st day of December, 1942, by and between Calif. Association of

Employers, Chico, Calif.

First Party, hereinafter called Employer, and Local No. 17, 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 1. (a) The Employer hereby recognizes the Union as the sole collective bargaining agency for all employees working for the Employer, within the jurisdiction of the Union, and who are covered by the provisions of this Agreement.

(b) The Employer and the Union agree that all partnership interests on a percentage of 60/40 shall not be subject to Union restrictions. All persons holding a partnership interest less than 40% are to become members of the Union, and subject to all Union rules, regulations and agreements. 40% or more partnership interest must be fully paid and proof of partnership, legally drawn, notarized, and submitted to the Union before exemptions will be made. This provision will not be abused by the Union for the purpose of inquiring into an Employer's business relationships other than is necessary to determine whether or not a bona fide partnership exists, pursuant to this Section.

"STORE CARD."

SECTION 2. In consideration of the performance of the agreements herein contained, the Union agrees to loan the Employer, Union Store Cards, 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 said Union Store Cards so issued to him as aforesaid upon the expiration of this Agreement or upon the failure of the Employer to observe the conditions of this Agreement,

"EMPLOYMENT."

SECTION 3. (a) 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.

(b) 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:

(c) The Employer shall notify the Union prior to the employment of such non-Union person.

(d) The said employee shall file an application to become a member of the Union before reporting for work. The Union shall not initiate said employee within twenty-one (21) days from the date of his employment unless approved by the Employer.

(e) The Employer shall, upon notice from the Union, immediately 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.

(f) 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.

"DISCRIMINATION"

SECTION 4. 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 thereafter notify the Union of such discharge and the reason therefor.

"SEPARATE CONTRACTS"

SECTION 5. No Employer shall enter into any contract with an employee or establish any rule or regulation which is contrary to the provisions or purposes of this Agreement.

SECTION 6. The Employer agrees not to hire any person under the age of eighteen (18) years, without first obtaining a School Board permit, and such minor shall be governed by all the conditions contained in this contract and the State law governing the conditions under which such minor can be employed.

"HOURS and OVERTIME."

SECTION 7 (a) The Employer agrees that eight (8) consecutive hours shall constitute a day's work and six (6) consecutive days of work out of seven (7) calendar days shall constitute a week's work.

(b) All time worked in excess of eight (8) consecutive hours in any one day, or forty-eight (48) hours in any one week, except as herein otherwise provided, shall be considered overtime and shall be paid for at the rate of double time.

(c) There shall be no broken shifts worked by any employees, and it is further agreed that the lunch period of any employee shall not exceed one (1) hour. Hours of work for both male and female employees shall be consecutive except for the one (1) uninterrupted hour for lunch which shall be given in the middle of the work day.

(d) No employee shall commence work before eight (8) A.M. Any employee whose basic work day of eight (8) hours includes night work after 6 P.M. shall be compensated One (\$1.00) Dollar extra for each night shift worked.

(e) All employees working less than five (5) full consecutive days in any calendar week, shall be paid 10¢ per hour above the scale in the classification in which they work. Any employee reporting for work after being ordered to do so, shall receive not less than a full days pay for that day.

(f) No employees shall be required or allowed to work more than one (1) hour overtime in any one day, nor more than six (6) hours in any one week. All overtime work shall be paid for at the rate of double time.

SECTION 8. SCHEDULE OF WAGES:

(a) The following schedule of minimum wages shall be maintained by the parties hereto, during the period of this Agreement, and the Employers 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 (8) hour day and a forty-eight (48) hour week, for both male and female employees. All employees shall receive their pay weekly, at quitting time.

(b) Customers shall be waited on at closing time, without compensation, not to exceed ten (10) minutes. Female employees and minors shall be governed strictly by the eight (8) hour day provided for in the Labor Code.

(c) WAGE SCALE:

| | | |
|--|-------|---------|
| School Boys or Girls - Part-time | .60 | per hr. |
| Beginner, 1st 3 months experience..... | 25.00 | "week |
| Clerk - 2nd 3 " " | 30.00 | " " |
| " - 6 to 12 months " | 35.00 | " " |
| " - 12 months or over" | 40.00 | " " |
| Produce Manager or Head Clerk | 45.00 | " " |
| Assistant Store Manager | 48.00 | " " |
| Store Managers..... | 55.00 | " " |

(d) In the application of the wage provisions herein contained, an employee's prior experience in the retail industry shall be recognized, provided such experience is guaranteed by the Union.

"CLASSIFICATIONS."

SECTION 9. (a) MANAGERS: In each store or department there shall be one clerk designated as a Manager; provided, however, that in stores or departments where the owner works actively in the store or department the major part of the time, performing the duties of a Manager, no manager will be required. No manager shall be employed for less than a full work week (absence from work due to illness or emergency excepted).

(b) ASSISTANT STORE MANAGER: An Assistant Store Manager is one, who in the absence of the regular Store Manager, performs the duties of a "Managing Clerk."

(c) PRODUCE MANAGER or HEAD CLERK: This is an employee responsible for one or more of the following duties:

Buys for the department
Responsible for the cash receipts
" for the profits
Supervises other clerks in the department.

SECTION 10. The ratio of apprentices shall not be more than one (1) apprentice to each three (3) journeyman clerks. This section is subject to the application of SECTION 3 on preferential employment of Union members.

SECTION 11: VACATIONS:

(a) All regular employees, i.e., employees exclusive of Friday and Saturday help of the Employer, shall receive one (1) week's vacation with full pay for a twelve month period of employment. All regular employees with twenty-four (24) months period of employment, shall receive two (2) weeks' vacation with full pay. All time lost from employment because of 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. Vacations will be given between May first and September 30, inclusive.

(b) When employees are laid off or discharged, they shall receive whatever vacation is due, regardless of the time of the year; provided said employees are not discharged by reason of their own misconduct, and shall have been continuously employed for a period of not less than six months. Employees will not be laid off or discharged while on their vacation.

(c) Vacation pay may be drawn in advance of vacation period, and upon employee's request he shall be so paid.

(d) Vacations may not be cumulated from one year to another.

(e) Vacations may be waived by employees and extra pay received for working during that period; provided the Union is unable to supply satisfactory relief help.

SECTION 12. (a) When Employers require that employees take inventory, the same shall be paid for at the rate of not less than double time. It is further understood and agreed that Employers will not require employees to take inventory, on or immediately preceding the eve of any holiday hereinafter mentioned in this contract.

SECTION 13. STORE MEETINGS:

(a) When an Employer requires that employees attend store or educational meetings, the same shall be paid for at the rate of double time. It is further understood and agreed by the parties hereto that store meetings will not be held so as to conflict with Union Meeting nights. Upon a three (3) day notice to an Employer of a special meeting, the Employer agrees to hold no store meeting or educational meeting in conflict therewith.

SECTION 14. CAPS AND UNIFORMS:

(a) The Employer shall pay, and/or furnish all gowns and/or aprons. and/or pay for the laundering of same.

SECTION 15. BONDING: Wherever the Employer requires the bonding of any employee or the carrying of any insurance for the indemnification of the Employer, the premiums for same shall be paid for by the Employer.

SECTION 16. When any member of the Union is suspended or expelled, the Employer shall, and does hereby agree to discharge such member within seven (7) days after receiving notice from the Union of such suspension or expulsion; provided such suspension or expulsion of such member has been made for cause, -"Cause" meaning failure of the member to continue to qualify as a bona fide member of the Union.

"VISITS TO STORES"

SECTION 17. The Employer agrees to allow the authorized representatives of the R.C.I.P.A. to visit the place of employment at any time, to investigate all grievances, complaints, working conditions, payment of wages, and any disputes that may arise from the enforcement of this Agreement on the premises of the Employer. The Union agrees that there shall be no undue interference with the proper performance of work.

"HOLIDAYS and SUNDAYS"

SECTION 18. (a) No employee shall work the following Holidays: New Year's Day, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Armistice Day, Thanksgiving Day and Christmas Day. Any holiday falling on Sunday shall be observed on the following Monday.

(b) It is further agreed that if any holiday herein named shall fall upon any employee's regular day off, he shall be granted an additional day off, which shall be given within the following three-week period.

(c) It is further agreed that when such holidays shall fall upon a Sunday, they shall be observed upon the following day, and granted without reduction in pay.

(d) Work performed on Sunday shall be at double the regular rate of pay.

(e) Liquor Stores or Departments are exempt from the above conditions in this Section, except that such employees shall be paid double time the regular rate of pay; and further provided that all other departments be fenced off so as to observe the conditions in sub-section a - b - c - d - e and f.

(f) This Section shall apply to all holidays not listed herein but observed by the Employer.

"STRIKE or LOCKOUT"

SECTION 19. (a) 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 to handle the merchandise, or products, and/or from any establishment, 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 Yuba, Sutter and Butte Counties; 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, or is contrary to the principles and practices of the American Federation of Labor.

"INDUCTION CLAUSE"

SECTION 20. (a) Any employee who is required to leave his employment through action of any governmental agency, or who voluntarily leaves his employment for the purpose of joining with the Armed Forces of the United States shall, when his forced or voluntary absence ceases, without dishonorable discharge or severance, and 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 or employment which existed at the time of his leaving employment and his return to work, and wherever possible to the position which he held when leaving employment, or to one providing not less remuneration than his original position; - first one to leave - first one to rehire.

(b) In cases where the returning employee has suffered a disability which makes it impossible for him to perform his former work, or work similar thereto, he shall nevertheless be reinstated in employment in such position as may be within the ability of the employee to perform.

"ADJUSTMENT and ARBITRATION"

SECTION 21. Disputes or controversies arising out of the performance by the Union of its obligations under the constitutions, laws, rules and practices of the American Federation of Labor, or its affiliated bodies, shall constitute a violation of this Agreement.

/106

SECTION 22. (a) An Adjustment Board consisting of two (2) representatives of the Employer and two (2) representatives of the Union shall be constituted for the purpose of passing on all claims, disputes and grievances that arise between the parties, pertaining to the terms of this Agreement which cannot be settled directly between the Union and the particular Employer or Employers involved.

(b) In the event the Board of Adjustment is unable to agree upon any matter submitted to it within ten (10) business days, the Board of Adjustment shall constitute itself a Board of Arbitration, under the chairmanship of an appointee by the Director of the U. S. Conciliation Department, (Dr. Steelman or his successor) who shall act as impartial arbitrator. The decision of the Arbitrator shall be in writing, and shall be final and binding upon both parties. Any expense jointly incurred as a result of arbitration shall be borne, one-half by the Union and one-half by the Employer.

(c) During the period of arbitration the conditions in effect at the time the dispute arose shall continue in effect, pending the decision of the Arbitrator.

SECTION 23. THIS AGREEMENT shall be in full force as of the 1st day of December, 1942, to and including the 15th day of June, 1943; unless either party has served the other party written notice of its desire to change or modify this Agreement, sixty (60) days prior to the date of expiration, it shall be deemed to be renewed for the succeeding year.

IN WITNESS WHEREOF, the parties have, by their duly authorized representative officers, affixed their signatures, with their seals attached, the day and year first above written.

EMPLOYER:

RETAIL CLERKS' UNION, LOCAL # 17

(Firm Name)

By _____
Authorized Agent.

By _____
Authorized Agent.

Address and City.

Address and City.

FORE CARD NO. _____

ACTIVE MEMBERS _____

IN-ACTIVE MEMBERS _____

DATE SIGNED _____