

Handwritten initials or mark in the top right corner.

# ARTICLES OF AGREEMENT

THIS AGREEMENT, mutually entered into this.....day of June, 1937, by and between.....

of San Francisco, California, known as the party of the first part, and RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION, through its agent, LOCAL No. 648, known as the party of the second part, to-wit:

SECTION 1. The party of the second part in consideration of the covenants and agreements hereinafter mentioned, to be done, kept and performed, agree to lease to the party of the first part their Union Store Card, and property of and issued by the Retail Clerks International Protective Association, affiliated with the American Federation of Labor.

SECTION 2. The party of the first part upon the execution of this Agreement agree to employ only members in good standing of the party of the second part; except as hereinafter provided, that all employees of the party of the first part not members, or persons hereinafter employed by the party of the first part shall file with the party of the second part, their application to become members of the party of the second part within fifteen (15) days and shall become a member within thirty (30) days after the execution of this Agreement, or the commencement of their employment with the party of the first part. If for any valid reason said applicant shall not be accepted by the party of the second part, the application fee paid shall be returned the said applicant.

SECTION 3. Nine (9) consecutive hours for all male employees shall constitute a days work, i. e., between 7:00 A. M. to 7:00 P. M., provided however, the aforesaid hours from 7:00 A. M. to 7:00 P. M. shall remain in effect until the first day of January, 1938, when said hours shall be changed to read: between 7:30 A. M. to 6:30 P. M. and until the termination of this Agreement.

Eight (8) consecutive hours shall apply to all female employees within nine (9) hours.

SECTION 4. The following shall be the minimum scale of wages paid to all male employees in any class of stores in the retail grocery and food trade per week:

- 1. Store managers, Department managers..... \$36.00
- 2. Apprentices with one year's or less experience..... 20.00
- 3. Clerks, Combination Clerks, with over one year's experience ..... 25.00
- 4. Assistant managers, Checkers ..... 27.50

An assistant manager is an employee who devotes more than two (2) days per week doing the duties which ordinarily are performed by the manager.

A checker is an employee who devotes more than fifty (50%) per cent of his time as checking.

SECTION 5. The following shall be the minimum scale of wages paid to all female employees in any class of stores in the retail grocery and food trade per week:

- 1. Store managers, Department managers..... \$31.00
- 2. Apprentices with one year's or less experience..... 18.00
- 3. Clerks and Salesladies with one or more year's experience ..... 22.50
- 4. Clerks and Salesladies with two or more year's experience ..... 24.00

SECTION 6. Each store shall be entitled to one apprentice, but not more than one (1) apprentice shall be allowed to every three (3) experienced clerks or salesladies.

SECTION 7. Any male employee working a single day or part of a day shall receive not less than fifty (.50) cents per hour (provided, however, no employee shall be paid for less than four consecutive hours in any one work day) for nine hours within a ten hour day.

SECTION 8. All employees shall be entitled to one uninterrupted hour for lunch, which said lunch hour shall be at the end of the first (or not later than) five (5) hours of work.

SECTION 9. Overtime work shall be any time worked over the nine (9) hours basic day and said employee shall receive not less than time and one-half of the wage scale called for in said position.

An employee may do inventory work twice a year without compensation, but, if done oftener, said employee shall receive overtime rate if said work is done after store hours.

SECTION 10 (a). The employer agrees that no store shall open for business to the public before 7:00 A. M. and shall close not later than 7:00 P. M. except, as hereinbefore provided for in Section Three (3) of this Agreement.

(b) It is recognized by both parties hereto that uniform conditions are necessary for the welfare of the members of both parties hereto; therefore, for the purpose of aiding in the success and continuation of the conditions and terms of this Agreement, the second party agrees to use all reasonable means at its command to bring about and establish like terms and conditions throughout the entire grocery and food field within the scope of this Agreement.

SECTION 11. No employee shall work the following holidays: New Year's Day, Washington's Birthday, Independence Day, Decoration Day, Labor Day, Admission Day if celebrated in San Francisco, Thanksgiving Day, Christmas Day and Sunday. Any holiday falling on a Sunday the following Monday shall be observed.

No deduction in pay shall be made for any legal holiday.

SECTION 12. All employees in the employ of said employer for twelve (12) consecutive months or more shall be entitled to one (1) week's vacation with pay.

SECTION 13. No employee receiving a higher rate of pay at the time of this Agreement becoming effective, shall not receive a reduction in pay.

SECTION 14. The employer shall have the right to discharge any employee for insubordination, drunkenness, incompetency, or failure to perform work as required, provided, however, that no employee shall be discharged or discriminated against because of membership or activity in the Union.

SECTION 15. An Arbitration Committee consisting of two (2) representatives of the Employer and two (2) representatives of the Employees, and the aforesaid representatives shall select a fifth person, which said fifth person shall be the Chairman of the said Committee, shall constitute said Arbitration Committee for the purpose of passing on all claims, disputes, grievances under the terms of this Agreement which may arise and cannot be mutually settled satisfactorily to both parties concerned. The said Arbitration Committee shall meet within five (5) days after any claim, dispute, or grievance shall arise and be referred to the Committee Chairman of said Arbitration Committee, and the said Arbitration Committee shall consider the same and render its decision within ten (10) days after submission to said Committee, which said decision shall be binding and final on all parties to this Agreement.

SECTION 16. This Agreement shall be in full force and effect as of the first day of July, 1937, to and including the first day of July, 1938; if neither party has served to the other party notice of its desire to change or modify this Agreement thirty (30) days prior to the date of expiration, this Agreement shall be deemed to be re-newed for the succeeding year.

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

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_  
Party of the First Part.

RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION, LOCAL No. 648.

SECTION 17. Any male employee working a single day or part of a day shall receive not less than fifty (50) cents per hour (provided, however, no employer shall be paid for less than five consecutive hours in any one work day) for nine hours a day, except on a day.  
SECTION 18. All employees shall be entitled to one hour of unpaid lunch, which said hour shall be at the end of the day (no part more than) five (5) hours.

Party of the Second Part.

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

February 19, 1938

Mr. J. R. Langevinat, Sec'y  
Retail Clerks' Int'l Protective  
Association #648  
1095 Market Street  
San Francisco, California

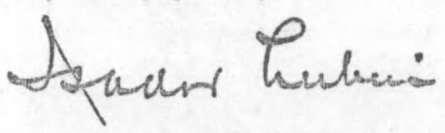
My dear Mr. Langevinat:

On November 15 we sent you a second request for information concerning your agreement with employers which expired July 1, 1937.

For a number of years the Bureau of Labor Statistics has collected copies of union agreements in force throughout the United States in order to have one place in the country where all agreements are on file. Will you be kind enough to send us a copy of your new agreement, if one is now in effect, together with the information requested below? Let me assure you that we will keep the identity of the agreement confidential if you so indicate. We shall be glad to type a duplicate and promptly return the original if you have only one copy available.

The enclosed envelope for your reply requires no postage. Your prompt response to this request will be greatly appreciated.

Very truly yours,



Isador Lubin

Commissioner of Labor Statistics

Enc.

Name of company or employers' association signing the agreement Ind. Groc. Prot.

Ass'n. Retail Grocers Ass'n. Chain Grocers Ass'n.

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

Number of companies covered by agreement 900

Number of union members working under terms of agreement 1500

Number of non-members working under terms of agreement 75 apr.

Branch of trade covered Retail Grocers

Date renewed July, 1937 Date of expiration July 1938

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.

Mr. C. H. Jinkerson  
(Name of person furnishing information)

1095 Market Street, San Francisco,  
(Address) Calif.