

m
Rtd Clerks #47
Oakland, Calif
June '39

AGREEMENT

THIS AGREEMENT entered into this ____ day of November, 1937, by and between RETAIL MERCHANTS ASSOCIATION of Oakland as collective bargaining agent for the corporations, firms and individuals below listed, who have signified their acceptance of the terms of this agreement, to-wit:

John Breuner Co. (Oakland and Berkeley)
Berman's, Inc.
H. C. Capwell Co.
Capwell, Sullivan and Furth
Columbia Outfitting Co.
Federal Outfitting Co.
Foreman and Clark
Gerwin's
Goldman's
W. T. Grant Co. (Oakland and Berkeley)
Gray Shop
Grayson Shops
Hastings
J. F. Hink and Son
Jackson Furniture Co.
Kahn's
S. H. Kress Co. (Oakland and Berkeley)
Lerner Stores
I. Magnin and Co.
Mazor Bros.
Mission Sweater Shop
Moore Clothing Co.
National Dollar Stores
J. J. Newberry Co. (Oakland and Berkeley)
The Nisley Co.
Oakland Toggery
J. C. Penney Co. (Oakland and Berkeley)
Roos Bros. (Oakland and Berkeley)
Sears, Roebuck and Co.
Smith Bros.
Star Outfitting Co.
Union Furniture Co.
Frank Werner Co.
Whitthorne and Swan
Carol Wills
F. W. Woolworth Co. (Oakland and Berkeley)
Zukor's

hereinafter referred to as the employer, party of the first part, and LOCAL NO. 47, R.C.I.P.A., affiliated with the American Federation of Labor and with the Central Labor Council of Alameda County, hereinafter referred to as the Union, party of the second part.

WITNESSETH: That whereas the parties hereto believe that the best interests of all concerned can be promoted and safeguarded by harmonious relations between employer and employee through mutual understanding, to the end that the employers shall receive a fair return on their investment, the employee an adequate wage for his labor, and the consumer the assurance of a fair and reasonable price for merchandise,

NOW, THEREFORE, 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:

GENERAL PROVISIONS

Section 1. Recognition. The employer recognizes the Retail Clerks International Protective Association through its agent Local No. 47, affiliated with the Central Labor Council of Alameda County, and the American Federation of Labor, as the sole collective bargaining agent for all the employees who come under the jurisdiction of said union by ruling of the American Federation of Labor. The employer agrees to engage in no collective bargaining with any other organization claiming to represent such employees. The employer shall not be called upon to recognize any claims of disputed jurisdiction within the American Federation of Labor, and any such jurisdiction disputes involving any of the local unions parties to this agreement shall not affect or modify the terms of this agreement relating to wages, hours and working conditions.

Executives. The union does not claim jurisdiction over executives. An "executive", as used herein, shall mean an employee having the duty and responsibility of directing the operation of the business, or of a selling or non selling department, or a subdivision thereof, and who receives a total weekly compensation of not less than Thirty-Two Dollars and Fifty Cents (\$32.50).

Section 2. Discrimination. There shall be no discrimination of any kind against any member of the union whether employee or applicant for work. All employees who were on strike at H. C. Capwell Co. shall be restored to their former positions without discrimination and without loss of seniority. All questions of claimed discrimination shall be submitted to Charles W. Real and John F. Hassler for determination and their decision shall be final and binding on the parties hereto. Provided, however, that upon the establishment of the Adjustment Board hereinafter described, said Board is to have jurisdiction of all such questions.

Section 3. Store visits. The business agent, or other duly authorized agent, of the union, not on the payroll of the employer, will be permitted to visit the stores of the employer as above listed for the purpose of observing conditions under which members of the union are working, to collect dues, and to see that the agreement is observed; provided that such visits may not be made during rush hours, and that the time of such visits first be arranged with the employer. The employer will cooperate in arranging for such visits at reasonable times, provide a suitable place for receiving dues, and name two (2) or more persons in each store, each of whom will have authority to make arrangements for such visits.

Section 4. Bulletin Boards. The employer will provide in each store a bulletin board, or boards, conveniently located, for the posting of notices of official business of the union. The form and content of all notices to be posted by the union will be submitted to a duly designated agent of the employer for approval before posting. The union agrees it will not distribute handbills, posters or other literature within the stores.

Section 5. Holidays. Stores will remain closed to the public on all Sundays and on the following holidays:

New Years Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Any work performed on Sundays or any of the seven (7) above mentioned holidays will be paid for at the overtime rate, as herein-after prescribed.

Regular employees will receive payment at straight time for any of the holidays specified in this agreement, not actually worked, provided said employees have reported for work in their regular working day next preceding and next following said holiday, except when permission to be absent has been granted by management beforehand.

When any of the above holidays fall on a Sunday they shall be observed on the following Monday.

Employees shall not be required to make up time for legal holidays. If called on holidays such employees will be paid time and one-half in addition to regular straight time compensation.

Section 6. Records. To insure that full and fair consideration will be given all employees in filling vacancies or new positions, in making transfers, promotions, or wage increases, the employer will review regularly the records of all employees.

Section 7. Seniority. When it is necessary to lay off or rehire employees in any department, the factor of seniority in period of service among employees in that department will be considered when in the opinion of the employer merit and ability are equal.

Section 8. Discharge. Employees may be discharged for cause, subject, however, to the right of appeal as hereinafter provided.

Section 9. Store Meetings. If compulsory sales or educational meetings are held, they will be on the employers time; provided, however, that this does not apply to applicants who do not subsequently report for work.

Section 10. Contributions. All contributions to charity will be voluntary. It is understood and agreed that no compulsion will be placed on the employee to force contributions.

Section 11. Bonds, etc. (a) The employer will pay all fidelity bond premiums. All cash deposits or cash bonds in lieu of fidelity bonds now in force will be returned to the employee so affected at once. No employee will be required to pay any premiums on public liability and property damage insurance required by the employer, and covering the operation of an automobile while used in the employers business. Charges for physical examinations or sales training, when required by the employer, will be borne by the employer.

(b) Before any employer terminates any group insurance in effect at the signing of this agreement he will give to the employees affected thirty (30) days notice of his intention to terminate the same.

Section 12. Car allowances. Unless otherwise specified herein, any employee required to operate his own car on the business of his employer will receive a car allowance calculated as follows:

Occasional use up to five hundred (500) miles total per month five (5) cents per mile;

Operation totaling over five hundred (500) miles and up to one thousand (1,000) miles per month, four (4) cents per mile;

Operation totaling more than one thousand (1,000) miles per month three and one-half (3½) cents per mile.

By mutual agreement between the employer and any employee, a monthly flat rate may be established based upon the foregoing scale.

Section 13. Sublessees. The provisions of this agreement shall apply to all departments leased or subleased to others except where and so long as bona fide agreements or leases between the employers and lessees in force at the date of this agreement do not permit such application. Subject to the exception stated in the preceding sentence of this paragraph, the provisions of this agreement shall also apply to employees acting as demonstrators or selling jointly for the employer and others.

Section 14. Discounts, etc. (a) For all regular employees a rate of discount on store purchases for their own personal use will be at least ten (10) per cent, where it is the custom and right of the employer to give such discounts. For regular employees, on outer wearing apparel required and designated by the employer for store wear, the rate of discount will be not less than twenty (20) per cent. The discounts provided for herein will apply only to merchandise purchased from the employer.

(b) Where the employer requires the employees to wear garb identical as to style or fashion, when such garb is not suitable for streetwear, the employer will furnish the same.

Section 15. Handicapped Persons. Any employee whose earning capacity is limited because of physical or mental handicap, or other infirmity, may be employed on suitable work at a wage agreeable to the employer, the employee and the union.

Section 16. Designation of Employees. For the purpose of this agreement, employees are designated as:

- (a) Regular full time employees;
- (b) Regular short time employees;
- (c) Extra employees.

They are defined as follows:

- (a) A regular full time employee is one who has been employed to work a full number of hours each week. Any employee continuously employed on a full time basis by the employer for at least six (6) months will be considered a regular full time employee.
- (b) A regular short time employee is one who has been employed regularly less hours per week than a full working week, but not less than twenty (20) hours per week. Any employee who has been continuously employed by the employer on a short time basis for at least six (6) months will be considered a regular short time employee.
- (c) An extra employee is one employed for temporary work.
- (d) A break of service will not prevent such service from being continuous under subdivisions (a) or (b) of this section, provided that six (6) months of actual service shall have been rendered within a total period of two (2) years from commencement of employment. It is understood that in the application of this agreement the employee's employment record will commence with the date of beginning of employment with the individual employer.

- (e) The term "regular" used in this section refers to the status of an employee within the particular establishment in which he is working. To attain such "regular" status the employee must have had six (6) months of continuous employment as defined above.

Section 17. Hours of Work. Forty (40) hours completed within six (6) days will constitute a weeks work. No employee will work more than eight (8) hours in any one day, nor more than forty (40) hours in any one week, without the payment of overtime, except as in this agreement provided. The rate for overtime work is one and one-half times the straight time rate.

Outside Collectors, Outside Appraisers, and Outside Salesmen (including salesmen whose soliciting or selling duties require part or full time work outside the store) shall be subject to the forty (40) hour inside work week, but otherwise unlimited as to hours.

At Christmas, inventory and other peak times, for a period not to exceed two (2) weeks in the first six (6) months of the calendar year, and not to exceed three (3) weeks in the second six (6) months of the calendar year, the work week may be extended not to exceed forty-eight (48) hours per week made up of six (6) days of eight (8) consecutive hours each, exclusive of meal periods, and exclusive of Sundays and holidays, at the standard work wage, arrived at by computing and pay for the additional hours in excess of the forty (40) hour week at straight time, and without the payment of overtime.

Insofar as employees engaged in serving customers are concerned, all sales or transactions taking place at the normal quitting time of the employee are to be completed without the payment of overtime.

Hours worked by any employee in any day will be consecutive, except that an interval of not longer than one (1) hour will be allowed for each regular meal period, and such interval will not be counted as part of the employees working time.

The employer will not make any change in the regular full time employees regular work schedule, except in emergencies, without giving the employee at least twenty-four (24) hours notice.

The lunch period will be one (1) hour. No one will be sent to lunch prior to eleven (11) a.m. Every employee will be sent to lunch at least within five (5) hours from the time of their reporting to work. Any employee who works in excess of five (5) hours without a meal period will receive overtime for all such work performed in excess of five (5) hours. And so far as persons engaged in serving customers are concerned, all sales or transactions will be completed if they are taking place at the time the person is to go to lunch, without payment of overtime.

Section 18. Classifications. A Joint Board representing Local No. 47 and the employer (the number of representatives to be determined by mutual agreement) shall be established immediately for the study and establishment of classifications of employment. Such Board shall meet regularly and proceed with all diligence to reach conclusions for the establishment of uniform classifications. In the event that either party is guilty of unnecessary delay, such delay shall be deemed a violation of this agreement.

Section 19. Wages. The minimum weekly wage for all present regular full time employees will be Nineteen Dollars (\$19.00) per week, provided, however, that regular full time employees in limited price

variety stores shall receive Eighteen Dollars (\$18.00) per week, minimum, for a forty (40) hour week. Such variety stores now operating on a base wage of Eighteen Dollars (\$18.00) for more than forty (40) hours per week will reduce their work week to forty (40) hours in lieu of applying the increases herein set forth.

Other stores now operating on the basis of a work week longer than forty (40) hours shall reduce such work week to forty (40) hours. Following such reduction of hours, if an increase of compensation is necessary to bring the compensation of the employees of such stores up to the average paid for comparable work in stores now operating on a forty (40) hour basis, after giving effect to the increases herein provided, and if the adjustment board is requested to do so, said board shall determine the increases necessary to place the employees affected upon a parity with employees in stores operating on a forty (40) hour basis and engaged in comparable work.

Minimum base pay for new employees in all stores shall be Eighteen Dollars (\$18.00) per week.

No more than one apprentice will be employed for each twenty (20) employees, or fraction thereof. These apprentices will be reasonably divided among the different departments of the store, both selling and non-selling. It is agreed that an apprentice is an employee having less than six (6) months experience in the retail trade. Experience gained in one or more stores as an apprentice will be cumulative. If apprentices are employed, the rate shall be Sixteen Dollars (\$16.00) per week.

All other present employees covered by this agreement, including all employees receiving up to and including a monthly average in weekly compensation of thirty-four and 99/100 Dollars (\$34.99) per week (salary, commission, or drawing account plus commissions) will be given an increase in the amount of Eight Dollars and 67 cents (\$8.67) per month. For payroll computation purposes, this increase will be figured at five (5) cents per hour, and when involving commissions may be computed monthly. No change will be made by the employer in his method of compensation or incentive plan which might operate to avoid the payment of any portion of the increase provided for in this section.

Present regular short time employees working on a predetermined schedule of hours per week shall receive Forty-seven and one-half cents (47½¢) per hour and a minimum period of employment of four (4) hours, and if employed on a weekly basis shall receive not less than Nineteen Dollars (\$19.00) for forty (40) hours.

Extra employees will receive a minimum of Forty-five cents (45¢) per hour, and will be guaranteed four (4) hours work on any day when they have been called to report for work.

Section 20. New Employees. Whenever full time employees (other than apprentices) are to be hired in departments now having a base rate of Eighteen Dollars (\$18.00) or less per week (before application of the increases herein provided), such new employees shall be paid at the rate of at least Eighteen Dollars (\$18.00) per week.

Whenever experienced full time employees are to be hired in departments which now pay a higher base rate than Eighteen Dollars (\$18.00) per week (before application of the increases herein provided), such new employees will be hired at a median base rate as now being paid in the department to which the new employee is to be assigned in any particular store, plus Two Dollars (\$2.00) per week, in order to adjust such existing base rate in accordance with the provision for increases herein contained. The term "median base rate" is defined as

the base rate of the employee, at or nearest the numerical center in the list of employees in the department when listed in the relative order of their base pay.

Section 21. Vacations. All regular employees who 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. All regular employees who have been in the service of the employer continuously for three (3) years shall be granted a minimum of two (2) week's vacation with pay. In cases where stores have vacation policies which are not in conflict with the foregoing said policies may obtain. Vacations shall be granted between April 1st and October 1st or at other times if mutually agreeable.

In the case of regular short time employees, pay for the vacation period will be the average weekly pay received by such employee during the year preceding the vacation.

Section 22. Miscellaneous. Not oftener than once a month sales employees, upon individual request, will be furnished with records of their sales, provided such sales are individually recorded.

Department heads, buyers and assistant buyers, making sales will enter the same on a department book; such sales will be divided equally between the employees in the department; provided, however, that when department heads, buyers and assistant buyers have their own books this principle will not apply.

It is herewith understood and agreed that notwithstanding said schedule of minimum wages any and all employees now receiving a wage higher than that indicated in said schedule of wages, shall not have their wages reduced on account of the operation of this agreement. It being further understood that the same is applicable to all employees who are allowed and receive other remunerations in addition to their regular salary.

Section 23. Retroactive Wages. Wage increases herein specified shall be adjusted as of October 11th, 1937. Where adjustments are to be made by reducing hours of work to forty (40) per week, employees affected may be granted time off equal to the hours in excess of forty (40) per week worked during said intervening period, or may be paid at the straight time hourly rate for such additional hours, at the option of the employer. The provisions of this section shall apply to regular employees only.

Section 24. Violations of Agreement. If any individual member of the Retail Merchants Association of Oakland violates the terms of this agreement and such violation is not adjusted satisfactorily, the union may, at its option, take individual action against such store, provided, however, that violation of any of the terms of this agreement by either party hereto may be deemed a breach of the entire agreement by the offended party.

Section 25. Adjustment Board. Should there be any dispute or complaint as to the interpretation of any clauses of this agreement, or any grievance arising out of the operation of, or any employment covered by, this agreement, the employee or employees asserting the complaint or grievance shall continue to work as per the conditions existing prior to the time of the dispute, complaint, or grievance, and such dispute, complaint, or

grievance, shall first be taken up with the business representative of the union, and such business representative of the union shall take the matter up with the manager of the store.

If no satisfactory settlement is made, the authorized official or officials of the union may immediately take the matter up with the Secretary of the Retail Merchants Association of Oakland.

If these parties are unable to reach a satisfactory settlement, the matter may be referred to the adjustment board hereinafter provided. Questions presented to the adjustment board for determination shall be submitted in writing.

Immediately upon the signing of this agreement there shall be established an adjustment board made up of three (3) representatives to be named by the Retail Merchants Association of Oakland and three (3) representatives to be named by the union.

A majority vote of all members of the board shall be necessary for any action. If the majority of the board does not agree upon such a matter submitted to it within twenty-four hours after final submission, the board shall call in a disinterested party as the seventh arbiter acceptable to the majority of the board, or by a majority vote may refer the matter at issue to a sole arbiter. In the event that a seventh arbiter is called in, the vote of four (4) of the seven (7) arbiters shall be necessary for a decision. The expense of the board of arbitration shall be borne equally by the parties hereto. The decision of the board upon the matter submitted to it shall be final and conclusive and binding upon all the parties hereto, who agree to abide thereby.

The adjustment board shall consider all complaints and disputes presented to it in the manner hereinbefore provided, arising under the terms of this agreement, all questions of interpretation of the agreement and discharge cases. All discharge cases must be appealed to the board within four (4) days from the date of discharge, otherwise the right of appeal is lost. The adjustment board shall have no authority to negotiate a new agreement.

Section 26. Term of agreement. This agreement shall become effective from the date hereof and shall remain in full force and effect until and including the 1st day of June, 1939, provided; however, that either party hereto may reopen any or all of the terms of this agreement by written notice given to the other party not less than thirty (30) days prior to June 1st, 1938.

In the event that this agreement shall not have been modified previously, and in the event that no notice shall be given by either party to the other on or before thirty (30) days prior to June 1st, 1939, then the terms of this agreement shall be extended automatically for the period of one (1) year, and thereafter shall be extended automatically from year to year unless one of the parties shall give notice to the other of termination or modification at least thirty (30) days prior to the final date of effectiveness of this contract. Notice of termination or modification, if given by either party, shall specify the portion, or portions, of said agreement desired to be

reconsidered or renegotiated, and as to all other provisions not so specified in such notice, this agreement shall automatically be extended as herein provided.

IN WITNESS WHEREOF the parties hereto have, by their officers thereunto duly authorized, set their hands and seals the day and year first above written.

RETAIL MERCHANTS ASSOCIATION OF OAKLAND

By _____

And _____

RETAIL CLERKS' UNION, LOCAL NO. 47

By _____

And _____