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Retail and Education Collective Bargaining  
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Collective Bargaining Agreements

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2-28-1936

## Harts Department Store, Peninsula Stores Ltd., Bettencourt's Grocery, and others and Retail Clerks Union of the Retail Clerks International Protective Association, Local 428, AFL (1936)

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**Harts Department Store, Peninsula Stores Ltd., Bettencourt's Grocery, and others and Retail Clerks Union of the Retail Clerks International Protective Association, Local 428, AFL (1936)**

**Location**

San Jose, CA

**Effective Date**

2-28-1936

**Expiration Date**

2-28-1937

**Number of Workers**

409

**Employer**

Harts Dept Store; Peninsula Stores Ltd.; Bettencourt's Grocery; Franco's (3) Markets; Gallagher's Food Shoppe; Superior Market; Swans Grocery; Hester Market; Alissa's Drive-In Market; Minardi & Lopes Fruit Market; Central (2) Grocery; Jaca's Grocery; Bernhardt's Grocery; Francesconi's Grocery; Gold Stamp Store; Fredkins (2) Markets; Palm Haven Market; A.&T. Grocery; Tradewell Market; Ferrero Brothers Grocery

**Union**

Retail Clerks Union of the Retail Clerks International Protective Association

**Union Local**

428

**NAICS**

44

**Sector**

Private

**Item ID**

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**Keywords**

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

**Comments**

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AGREEMENT OF GROCERY CLERKS

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 1936, between \_\_\_\_\_ the party of the first part (hereinafter known as the employer) and the Retail Clerks Union Local #428 of the Retail Clerks International Protective Association of the American Federation of Labor, the party of the second part (hereinafter known as the Clerks Union.)

Section 1. The employer agrees to employ none but members of this Union in good standing, provided however, that in such cases where the Union cannot supply an employer with help, the employer may hire anyone provided, the employee makes application for membership in Union within two weeks from date of such employment.

Section 2. The employer agrees to allow the Business Representative of the Union at anytime to investigate the standing of the employees in the firm.

Section 3. Forty eight (48) hours shall constitute a weeks work for all clerks to be worked as follows: Employees shall not work more than forty eight (48) hours per week. Nor more than ten (10) hours per day. Nor more than six days per week.

Section 4A. No managers or assistants shall work more than 63 hours per week nor more than 10 and 1/2 hours per day.

Section 4B. There shall be no alternating of working hours unless the Retail Clerks Union be so notified.

Section 4C. All employees shall be allowed one (1) full uninterrupted hour for lunch.

Section 5. Inventory may be taken on Sunday if necessary.

Section 6. In an emergency, in which case a person is required to work behind closed doors to take inventory etc., the clerk will be paid at the rate of time and one half.

Section 7. Members of this Union are not allowed to work on Sunday and the following holidays: NEW YEARS DAY, DECORATION DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY, and CHRISTMAS DAY. Union stores shall open on or after 7:30 A.M. and shall not close later than 7:00 P.M. on Monday, Tuesday, Wednesday, Thursday, Friday and Saturday.

Section 8A. The following shall be the minimum rate of wages for Retail Grocery Clerks:

Managers & Assistants	27.50 per week
Checkers	22.50 " "
Clerks	18.00 " "

Section 8B. Employees working the day before and the day after a holiday shall receive pay for the holiday; however this section refers only to steady employees.

Section 9. Any violation of the foregoing stipulations shall be sufficient cause for surrender of the Union Store Card.

Section 10. This agreement takes effect on \_\_\_\_\_ day of \_\_\_\_\_ 193\_\_\_\_, and remains in effect until \_\_\_\_\_ day of \_\_\_\_\_ 193\_\_\_\_. It shall continue from year to year thereafter, from \_\_\_\_\_ day to \_\_\_\_\_ day of \_\_\_\_\_ each year, unless changed in the way later provided.

Section 10A. Either party desiring changes must notify the other party in writing at least thirty days immediately prior to \_\_\_\_\_ day of \_\_\_\_\_ of any year. However, changes can be made at anytime by mutual consent. In the event that a condition may arise beyond the control of either party, this union, employer and a third party, to be selected by both parties, shall sit in conference.

EMPLOYER

RETAIL CLERKS UNION #428

\_\_\_\_\_  
\_\_\_\_\_

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

March 2, 1936

Mr. Victor J. Lazzaro, Sec'y #428  
Retail Clerks' Protective Association  
325 Keyes Street  
San Jose, California

Dear Sir:

Information has come to us that you have concluded an agreement with retail stores.

As the Bureau of Labor Statistics endeavors to keep a record of all union agreements and all renewals of existing contracts, I am writing to ask if you will kindly furnish a copy of the agreement. If you have only one copy available and so designate, we shall be glad to type a duplicate and promptly return the original. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general analysis which will not reveal the name of the union.

We shall appreciate your cooperating with us by answering the questions listed below and by giving any other information which you think might be useful to us. The enclosed envelope for reply requires no postage.

If at any time we can be of service to you, please write us.

Very truly yours,

*Isador Lubin*

Isador Lubin  
Commissioner of Labor Statistics

Name of company or employers' association signing agreement \_\_\_\_\_

*20 employers (over)*

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

Number of union members affected 259

Number of non-members affected Approximately 150

Comments regarding territory covered, etc. \_\_\_\_\_

Victor J. Lazzaro  
(Name of person furnishing information)

325 Keyes Street.  
(Address)

The following employers signed the agreement:-

- Harts Dept Store
- Penninsula Stores Ltd.
- Bettencourts Grocery
- Francos (3) Markets
- Gallaghers Food Shoppe
- Superior Market
- Swans Grocery
- Hester Market
- Alassa's Drive-In Market
- Minardi & Lopes Fruit Market
- Central (2) Grocery
- Jaca's Grocery
- Bernhardts Grocery
- Francesconi's Grocery
- Gold Stamp Store
- Fredkins (2) Markets
- Palm Haven Market
- A.&T. Grocery
- Tradewell Market
- Ferrero Brothers Grocery



U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

*[Handwritten mark]*

April 10, 1936

Mr. Victor J. Lazzaro, Secretary #428  
Retail Clerks' Protective Association  
325 Keyes Street  
San Jose, California

My dear Mr. Lazzaro:

Thank you for the copy of your agreement with a number of employers and the information concerning coverage.

We note that the agreement does not contain the dates of signing and termination. Would you be kind enough to fill in this information below? The enclosed envelope for your reply requires no postage.

Your cooperation is very much appreciated. Please let me know if we can be of service to you at any time.

Very truly yours,

*Isador Lubin*

Isador Lubin

Commissioner of Labor Statistics

Enc.

Date of signing of agreement February 28, 1936.

Date of termination February 28, 1937.

*Can be opened on July 15 of any year, for alteration of any clauses contained therein.*