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Retail and Education Collective Bargaining
Agreements - U.S. Department of Labor

Collective Bargaining Agreements

1-1-1938

Oswalds Market, Hetzsunmans Grocery, Alpha Beta Grocery, and others and Retail Clerks International Protective Association, Local 324, AFL (1938)

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Oswalds Market, Hetzsunmans Grocery, Alpha Beta Grocery, and others and Retail Clerks International Protective Association, Local 324, AFL (1938)

Location

Long Beach, CA

Effective Date

1-1-1938

Expiration Date

1-1-1939

Number of Workers

360

Employer

Oswalds Market; Hetzsunmans Grocery; Alpha Beta Grocery; Greater Central Market; Some Bays Market; Downey Drive In Market; Thompsons Produce; Learge H. Price and Company

Union

Retail Clerks International Protective Association

Union Local

324

NAICS

44

Sector

Private

Item ID

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Keywords

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Comments

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ARTICLES OF AGREEMENT

between

RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION

(Affiliated with the American Federation of Labor)

and

Located at

R.C.I.P.A. Local No. 324 of Long Beach, party of the first part, hereby agrees to place this Union Store Card No. in the place of business of the party of the second part on the following terms:

No. 1.—The party of the second part agrees to employ only members in good standing with Local 324, or those who signify their intention of becoming same within seven days from date of employment.

No. 2.—It is agreed that the Signatory Company recognizes the Retail Clerks International Protective Association, Local 324, as the sole agency for the purpose of Collective Bargaining, for employees of the Signatory Company.

No. 3.—All Union Shops will close the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. When a holiday falls on a Sunday the following Monday will be observed as a holiday.

No. 4.—The following scale of wages shall be paid, and any employee enjoying better conditions shall suffer no loss as a result of this agreement:

Beginners first 6 months, having no experience	\$20.00
Clerks Experienced, after 6 months to one (one) year.....	25.00
Clerks Experienced, after one (1) year.....	27.50
Asst. Managers to receive	32.50
Managers	35.00

Extra Clerks shall be paid at the rate of 50c per hour with a minimum guarantee of \$2.50.

Ratio of beginners shall be 1 to 3 employees or a fraction thereof.

No. 5.—No employees shall be required to work in excess of fifty hours in any one week unless an overtime rate of straight time shall be paid for each and every hour worked in excess of fifty hours up to and including fifty-four (54) hours; at the excess of fifty-four (54) hours at the rate of time and one-half of straight time. Managers may work up to and including sixty (60) hours with an overtime rate of straight time pay. And it is understood that should there be a shorter day established by law, the employees shall receive no reduction in pay.

No. 6.—One hour shall be allowed for lunch with no split shifts.

No. 7.—That one week's vacation with pay shall accrue to all employees who have been with the party of the second part for one year.

No. 8.—The Union Shop Card is the property of Local 324 and is loaned to employers for display who sign the and abide by this agreement.

No. 9.—The employer agrees the representative of Local 324 can investigate the standing of employees in the market during working hours.

No. 10.—The parties hereto further agree that the terms and conditions hereof may be enforced by either party in a court of law or equity and specific performance thereof compelled.

No. 11.—It is agreed that there shall be no strikes, walk-outs, or similar interruptions of work during the period of this agreement. It shall not be violation of this section if in the minds of the employees their life or limbs are in danger.

No. 12.—This agreement shall be in effect from, 193..... to and including the 3rd day of December, 193....., and from year to year thereafter, subject to termination by either party, with a thirty (30) days' written notice given prior to such December 3rd.

No. 13.—No deduction shall be made for holidays.

No. 14.—The terms of this Agreement shall apply only to Liquor, Grocery, Bakery, Vegetable and Delicatessen Clerks in the employ of the Signatory Company.

No. 15.—No employee shall suffer the loss of his or her position as a result of this Agreement.

Signed at Long Beach, California, thisday of, 193.....

COMPANY

BUSINESS AGENT, LOCAL 324, R.C.I.P.A.

OFFICIAL

SECRETARY, LOCAL 324, R.C.I.P.A.



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

X 20

UNION AGREEMENTS

May 14, 1938

Mr. Robert M. Varty, Secy.
Retail Clerks' Int'l Protective Ass'n #324
218 Quincy Avenue, Apt. C
Long Beach, California

Dear Sir: For a number of years the Bureau of Labor Statistics has attempted to maintain a file of all union agreements in force throughout the United States. On checking through our files we find we do not have copies of any agreements entered into by your union. We are exceedingly anxious to have your agreements among our records and shall appreciate your cooperation in sending us copies of them, together with the information requested below.

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 will keep the identity of the agreement confidential, using the materials only for general analysis, which will not reveal the name of your union.

The enclosed envelope for reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

Isador Rubin

Commissioner of Labor Statistics.

Enc.

Name of company or employers' association signing the agreement _____

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

Number of companies covered by agreement 49

Number of union members working under terms of agreements 360

Number of nonmembers working under terms of agreement None

Branch of trade covered Groceries Stores and Shoe Stores, Clothing Stores

Date signed at varying dates Date of expiration Successor 21 per Dec 3, 1938
Shoe Clothing March 26, 1939

Please check here if you wish the agreement returned _____

E. Winans Jr.
(Name of person furnishing information)

532 Pine ave.
(Address)

Osewaeds Market,
 Hertzsummons Grocery
 Alpha Beta Grocery
 Greater Central Market
 Home Bays Market
 Downey Drive In Mkt.
 Harwalk Public Mkt.
 Thompsons Produce
 George W. Price & Company
 clothing -

Very truly yours,

Robert Rubin

Commissioner of Labor Statistics

Name of company or employers' association signing the agreement _____

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

Number of companies covered by agreement 42

Number of union members working under terms of agreement 380

Number of nonmembers working under terms of agreement None

Branch of trade covered Groceries Stores and Shoe Stores, Clothing Stores

Date of expiration Indefinite

Please indicate here if you wish the agreement returned _____

(Place in space for return address)

252 Pine Ave.
(Address)

