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Retail and Education Collective Bargaining
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Collective Bargaining Agreements

3-1-1937

Retail Grocers' Association and Retail Clerks International Protective Association, Local 428, AFL, (1937)

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Retail Grocers' Association and Retail Clerks International Protective Association, Local 428, AFL, (1937)

Location

San Jose, CA

Effective Date

3-1-1937

Expiration Date

2-28-1938

Number of Workers

300

Employer

Retail Grocers' Association

Union

Retail Clerks International Protective Association

Union Local

428

NAICS

44

Sector

Private

Item ID

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Keywords

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Comments

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AGREEMENT OF GROCERY CLERKS

THIS AGREEMENT entered into this _____ day of _____ 193____
by and between _____ the party of the first part
(hereinafter known as the employer) and the Retail Clerks Association
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. In consideration of the mutual covenants herein,
and the consent of the second party to loan to the first party,
Union Store Cards as needed, and the right granted to the employer
to use and display them in his place of business, and the benefits
accruing therefrom, the parties agree as follows:

SECTION 2. 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 mem-
bership in the Union within two weeks of such employment.

SECTION 3. The employer agrees to allow the business repre-
sentative of the Union at any time to investigate the standing of
the employees of the firm.

SECTION 4. Forty-eight (48) hours shall constitute a weeks
work for all clerks, checkers, store warehousemen, drivers and
apprentices 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 (6) days per week, except as
provided in Section 7. Provided also, that any and all employees
may work overtime at the rate of pay of time and one half.

SECTION 5A. No managers or assistants or department managers
shall work more than 54 hours per week nor more than nine (9)
hours per day nor more than six (6) days per week.

SECTION 5B. There shall be no alternating of working hours
unless the Clerks Union so consents.

SECTION 5C. All employees shall be allowed one full uninter-
rupted hour for lunch.

SECTION 6. Inventory may be taken on Sundays or Holidays if
necessary the section 8 notwithstanding.

SECTION 7. In an emergency in which case a person is re-
quired to work behind closed doors to take inventory, etc., the
clerk will be paid at the rate of time and one half.

SECTION 8. Members of this Union are not allowed to work on
Sundays and the following Holidays: NEW YEAR'S DAY, WASHINGTON'S
BIRTHDAY, DECORATION DAY, FOURTH OF JULY LABOR DAY, ARMISTICE DAY,
THANKSGIVING DAY and CHRISTMAS DAY. Union stores shall open on or
after _____ and shall not close later than _____ on Monday,
Tuesday, Wednesday, Thursday, Friday and Saturday.

SECTION 8A. No Clerks, Managers or Assistant Managers or
Department Managers shall suffer a reduction in pay on account of
the operation of this agreement.

SECTION 9A. The following shall be the minimum rate of wages:

Managers	\$35.00 per week
Assistants and Department Managers	30.00 " "
Checkers	25.00 " "

Drivers	\$25.00	per week
Store Warehousemen	25.00	" "
Clerks	22.50	" "
Apprentices with less than six (6) month's service	18.00	" "

SECTION 9B. 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 9C. Other than ordinary and usual clothing, any equipment or garment which may be required, shall be maintained or serviced by the employer.

SECTION 10. In addition to other remedies, any violation of the foregoing stipulations shall be sufficient cause for surrender of the Union Store Cards.

SECTION 11. 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 altered or revoked in the manner here provided.

SECTION 11A. Either party desiring changes must notify the other party in writing at least thirty (30) days immediately prior to _____ day of _____ any year. However, changes may be made at any time by mutual consent and expressed in writing. In the event of any condition not herein specifically provided for, if the parties cannot agree, they or their representatives shall sit in conference together with a third party selected by both

SECTION 11B The first party agrees to surrender all Union Store Cards so loaned to him upon the demand of the second party.

SECTION 12. Any action of the men in leaving jobs for their own protection in case of a legally declared strike by some Union working directly on the job, if said strike is sanctioned by the Central Labor Council of Santa Clara County, shall not constitute a violation of this AGREEMENT.

EMPLOYER

RETAIL CLERKS ASSOCIATION 428

WITNESSES

37-12-65

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

June 1, 1937.

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

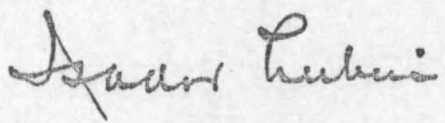
My dear Mr. Lozzaro:

On April 27 we sent you a second request for information concerning your agreement with employers which expired February 28, 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 _____

Retail Grocers Association

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

Number of companies covered by agreement approximately 75

Number of union members working under terms of agreement 300

Number of non-members working under terms of agreement none

Branch of trade covered Grocery business

Date renewed March 1, 1937 Date of expiration February 28, 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.

Victor J. Lozzaro
(Name of person furnishing information)

305 W. Reed St.
(Address)