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1-1-1940

**Union Premier Food Stores, Inc., Food Fair, Inc. of Pennsylvania,  
Food Fair, Inc. of New Jersey and Retail Clerks International  
Protective Association, Local 1436, AFL (1940)**

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**Union Premier Food Stores, Inc., Food Fair, Inc. of Pennsylvania, Food Fair, Inc. of New Jersey and Retail Clerks International Protective Association, Local 1436, AFL (1940)**

**Location**

York, PA

**Effective Date**

1-1-1940

**Expiration Date**

12-11-1940

**Employer**

Union Premier Food Stores, Inc.; Food Fair, Inc. of Pennsylvania; Food Fair, Inc. of New Jersey

**Union**

Retail Clerks International Protective Association

**Union Local**

1436

**NAICS**

44

**Sector**

Private

**Item ID**

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**Comments**

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A G R E E M E N T

Retail Clerks #1436  
York, Pa.  
12-11-40

AGREEMENT, between UNION PREMIER FOOD STORES, INC., a corporation of the Commonwealth of Pennsylvania, THE FOOD FAIR, INC. OF PENNA., a corporation of the Commonwealth of Pennsylvania and THE FOOD FAIR, INC., a corporation of the State of New Jersey ( hereinafter collectively referred to as "Company" or "Employer") and the RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION, affiliated with the American Federation of Labor (hereinafter referred to as "Union") by its agent Local 1436, wherein both parties agree in good faith to abide by the provisions herein set forth ( for a period beginning on the date hereinafter set forth and ending one year thereafter, and thereafter so long as its terms and conditions may continue to be mutually acceptable.

SECTION 1. The Company recognizes the Union as sole bargaining agent of all grocery and produce store employees in the territory designated Schedule "A" hereto annexed and made a part hereof and agrees to employ only members of the Union in good standing.

SECTION 2. New employees may be secured from any source by the Employer, provided the seniority list of acceptable furloughed employees of Employer has been first exhausted. New employees must apply to the Union for membership immediately but each of said employees shall be on probation for a period of two (2) weeks during which period said employees may be dismissed without cause.

(For the purpose of the Agreement and as a protective measure for the managers in out-of-town districts, any manager in said out-of-town districts, may in case of emergency pick up outside help for one day only. The manager must notify the Union of such action, stating the man's name and address.)

SECTION 3. There shall be no discrimination against any employee because of membership in Union. The Union agrees that neither it nor its members will engage in Union activities on the Employer's time or in the Employer's stores, provided, however, that representatives of the Union shall have free access to the Employer's stores during business hours.

SECTION 4. The Company will meet the Grievance Committee, or any authorized officials of the Local, at any reasonable time, to discuss grievances of the employees with intention of adjusting same.

SECTION 5. Should it be found impossible to arrive at a mutually satisfactory adjustment of any grievance, it will then be turned over to a Board of Arbitration, consisting of one (1) member to be selected by the Company, one (1) by the Local, the two then to select a third who shall act as impartial chairman.

A Board of Arbitration, in such cases, shall be appointed within two (2) weeks after the grievance is first discussed, and the decision of the Board shall be given within two (2) weeks after its appointment, its decision to be final and binding upon both parties.

During the consideration of any such controversy, neither party shall change the conditions existing at the time the controversy arose, nor utilize any coercive or retaliatory measures to compel the other party to accede to its demands.

In like manner and subject to the same terms and conditions, the Employer shall have the right to have its grievances submitted to a Board of Arbitration.

SECTION 6. In any case of discharge or lay-off in which the employee is found by the Board of Arbitration to have been unjustly removed or dismissed from his or her position, he or she shall be restored to his or her former position, or its equivalent, with full pay for time lost.

SECTION 7. Any member of the Union being elected to permanent office, or as a delegate to any Union activity necessitating temporary leave of absence, shall be granted such leave of absence, and shall, at the end of the term in the first instance, or at the end of his mission in the second instance, be re-employed at his former wage rate, plus any increase or less any reduction that may have become effective during his absence. He shall retain his seniority status during such absence.

SECTION 8. In matters of employment, lay-off, promotion, demotion, or transfers from one type of work to another, or from one location to another, the Company reserves the right to exercise its own judgment respecting the ability of employees so concerned to perform the duties assigned them, seniority to prevail, with ability and practicability to be considered. (Nothing herein shall deny the right of appeal of employees under Sections #4, #5, and #6 of this Agreement.)

SECTION 9. Recognizing the complete dependence of the general public on uninterrupted sources of food supply, and acknowledging the special responsibility of the parties to this Agreement to maintain such sources of supply for the common good:-

It is mutually agreed that there shall be no strikes or lockouts during the existence of this Agreement. The Union agrees that during such time, it will not order and will use every effort to prevent cessation of work by any of its members employed by the Employer for any reason, but especially for the following reasons:-

- (a) Union jurisdictional disputes.
- (B) Sympathetic strikes.

SECTION 10. The Employer shall have the right to discharge any employee for good and sufficient cause. The Local agrees to cooperate with the Employer to endeavor to correct inefficiencies of members which might otherwise necessitate disciplinary action or dismissal from service. (Nothing herein shall deny to the Union its rights under Sections #4, #5, and #6 of this Agreement.)

SECTION 11. Fifty-three (53) hours shall constitute the weekly basis. The same shall be performed as follows: Monday, Tuesday, Wednesday and Thursday not more than nine (9) consecutive hours per day exclusive of at least one-half ( $\frac{1}{2}$ ) hour off for lunch or supper each day and with one (1) full half day off one one (1) of these days. On Friday and Saturday there shall be no more than eleven (11) consecutive work hours per day exclusive of one hour off for lunch and one hour off for supper. It is further agreed that all employees shall be given two (2) evenings off per week by six P.M. which includes the evening of the one-half day above mentioned.

(a) The Union agrees that its members shall be at stores not to exceed fifteen (15) minutes prior to the time for starting the day's work, and time not to exceed thirty (30) minutes after closing hour Monday to Friday inclusive, and not to exceed one (1) hour on Saturday or on eves hereinafter specified holidays shall be allowed to clean up.

(b) The Union agrees that its members shall cooperate with the Company in the taking of stock four (4) times each year without extra wage compensation.

(c) New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be full holidays. All such holidays falling on Sunday shall be observed on Monday.

(d) Straight time shall be paid to any employee if there is no work to be performed on said holidays, provided the employee works the day before and the day after each said holiday, Sundays excepted.

(e) Part time employees who may be assigned to work will be guaranteed a half-day's wages.



SECTION 12. A vacation of one week of continuous days with pay will be granted to all full time employees with one year's continuous service next preceding May 1st, the regular annual vacation period.

SECTION 13. The following wage scale shall become effective during the term of this Agreement. Employees now receiving in excess of the wages herein agreed upon will not be reduced.

(a) All employees covered by this agreement shall receive a minimum weekly wage of fifteen dollars (\$15.00).

(b) An increase of \$1.00 per week shall be granted to all full time employees now receiving from \$15.00 up to and including \$23.00 per week.

(c) Part-time men who work as such shall be compensated for at the rate of 31¢ per hour.

(d) Overtime wages for work performed in excess of fifty-three (53) hours per week, subject to the starting and quitting time provisions set forth in the first paragraph of Section 11, shall be calculated at the rate of time and one half times the employees regular rate of pay.

SECTION 14. In all lay-offs and rehiring the ordinary rules of seniority shall be applied, taking into account also the ordinary rules of fitness for work involved and the practicability of applying the rules of seniority in the particular case.

SECTION 15. The Employer will furnish and launder such store linen as its desires worn by employees. Since this item of expense is intended to make the Company's service more attractive to customers, members agree to cooperate by presenting a neat, clean, businesslike appearance on duty in the store.

SECTION 16. The Union agrees to furnish to the Employer at least one Union Store Card for each of the Employer's stores covered by this Agreement, to be displayed on the premises. Such card shall remain the property of and shall be surrendered to the Union upon demand.

The Union further agrees that it will promote the welfare of the Employer's business to the best of its ability among the public at large, so long as no grievance exists.

SECTION 17. This agreement shall become effective on December 11, 1939 and shall expire on December 11, 1940 and shall thereafter continue from year to year unless either party serves notice upon the other, in writing, on or before October 11th of any year thereafter of a desire to either change or to terminate the agreement. In the event either party serves such notice requesting changes in the agreement, it is mutually agreed that the Employer and the Union shall immediately begin negotiations on the proposed change and that, pending the result of said negotiations neither party shall change the conditions existing under this agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1939, by the duly authorized representatives of the parties hereto.

For the Employer

For the Union

UNION PREMIER FOOD STORES, INC.

RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION  
BY \_\_\_\_\_

BY: \_\_\_\_\_

THE FOOD FAIR, INC. OF PENNA.

R.C.I.P.A. Local #1416

BY: \_\_\_\_\_

BY: \_\_\_\_\_

THE FOOD FAIR, INC.

BY: \_\_\_\_\_