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1-1-1961

West Bay Association of Food Industries, Inc. and Retail Clerks Union Local 648

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West Bay Association of Food Industries, Inc. and Retail Clerks Union Local 648

Location

San Francisco, CA

Effective Date

1-1-1961

Expiration Date

12-31-1963

Number of Workers

2250

Employer

No employer specified

Union

Retail Grocery Clerks Union

Union Local

648

NAICS

44

Sector

P

Item ID

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IX-12/63

Grocery Clerks Union
648

**GROCERY and DELICATESSEN
AGREEMENT**

January 1, 1961 - December 31, 1963

between

Retail Grocery Clerks Union, Local 648

1980 Mission Street

San Francisco 3, California

and

Retail Grocers Association of San Francisco

870 Market Street

San Francisco 3, California

and

Food Industry Operators

hereinafter called the Employer, and RETAIL GROCERY CLERKS UNION LOCAL 648, R.C.I.A., AFL-CIO, second party, hereinafter called the Union,

WITNESSETH:

Section 1—RECOGNITION and CONTRACT COVERAGE

(a) The Union is hereby recognized as the sole collective bargaining agency for an appropriate unit consisting of all employees working for the Employer within the jurisdiction of the Union, except meat cutters, apprentices, meat wrappers and other meat department employees. Store managers who are supervisors within the meaning of Section 2(11) of the National Labor Relations Act, as amended, and other persons classified by the Employer as supervisors under the law are specifically excluded hereunder, and none of the terms of this agreement shall be applicable to such supervisors.

(b) All work and services (not defined as supervisory under Section 2(11), N.L.R.A.) connected with or incidental to the handling or selling of all merchandise offered for sale to the public in the Employer's retail establishment shall be performed only by employees within the appropriate unit as defined in this agreement; except such work as may be performed in the preparation and sale of meats, poultry, fish and seafood products, both fresh and frozen; and except such work as is performed under prevailing practices in San Francisco at the point of delivery by a driver-salesman engaged in servicing the retail markets with merchandise directly from a delivery vehicle.

This provision shall be subject to the following additional conditions:

(1) Single owners or two bona fide partners each holding an equal interest in a grocery or delicatessen store of an equal partnership are not restricted by this agreement as to the amount of non-supervisory work they may perform.

(2) In stores other than Safeway that have operated since February 1, 1955, where the owner is not actively engaged on the premises, the existing practices and policies, as determined at said time by the joint Union-Industry survey conducted by Sam Kagel with respect to non-supervisory work performed by the over-all supervisory store manager shall remain in effect; and further, as to any stores opening after said date a similar survey at the Union's option during the second thirty days of operation of such stores shall determine the amount of such non-supervisory work that may be performed by the over-all supervisory store manager. With respect to Safeway, existing company policy providing that the primary function of the over-all supervisory location manager is to manage the Employer's retail establishment and to direct the work of the employees therein, shall continue to be observed. The over-all supervisory location manager shall not be affected by the provisions of sub-section (b) above.

(3) Employers who elect to designate supervisors in their stores who shall be excluded from coverage by this agreement shall keep the Union supplied with an up-to-date list of the names of such supervisors.

(4) This Agreement shall not include or apply to any existing classifications of employees who have been heretofore excluded from contract coverage by agreement of the parties.

Section 2—EMPLOYER RECOGNITION AND CONTRACT COVERAGE

(a) The Retail Grocers Association of San Francisco, Ltd. is hereby recognized and designated for the full period of this Agreement as the sole collective bargaining agency for a multi-employer unit consisting of the following Employers:

(1) Employers who have authorized the Association in writing to negotiate and execute this Agreement and who are not parties to any contract with the Union; and

(2) Employers who have participated in the negotiations of this Agreement and have signified in writing their intentions to be bound by the results of said negotiations.

A list of said employers who are included in the said unit is attached hereto and made a part hereof as Appendix A.

(b) The Union agrees that additional Employers not parties to any contract with the Union and not listed in Appendix A may become parties to this Agreement during the term hereof by written authorization designating the Association as their sole collective bargaining agency and agreeing to be bound by this Agreement; provided, however, that the right is reserved in the Union to reject as a party to this Agreement any such Employer with whom the Union is then in dispute.

(c) In consideration of the performance of the covenants herein contained, the Union agrees to loan Union Store Cards to Employers entitled thereto under the rules governing Union Store Cards set forth in the Constitution of the Retail Clerks International Association. It is understood that such Union Store Cards are issued by and remain the property of the Retail Clerks International Association, and the Employers agree to surrender said Union Store Cards upon their failure to observe the terms of this Agreement or the conditions under which said Store Cards are issued.

Section 3—EMPLOYMENT OF UNION MEMBERS

(a) The Employer shall require all employees covered by this agreement to become and remain members of the Union on and after thirty days from date of employment or the date of execution of this agreement, whichever is later, as a condition of continued employment.

(b) The Union agrees to keep an up-to-date list of known unemployed clerks with an accurate record of their experience and a list of qualified graduates of the Grocers Training Center. All applicants with experience as clerks or who are graduates of the Grocers Training Center will be placed on the said list herein referred to and all persons on said lists will be given equal opportunity for employment.

The Employer agrees to notify the Union of vacancies in positions covered by this agreement in order that the aforementioned persons may be provided with a full opportunity to fill such vacancies.

The Employer further agrees to give persons on said lists preference of employment when considering qualified ap-

plicants for a vacancy and shall not employ from any other source unless there are no qualified applicants available from said lists within a reasonable time.

Selection by the Union of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by Union membership, by laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership. The Employer shall retain the right to reject any job applicant referred by the Union provided that such rejection is not in violation of this agreement. The parties agree to post, in places where notices to employees and applicants for employment are customarily posted, the provisions of this Section.

Disputes or disagreements arising out of this Section 3 of this agreement shall be referred to the Adjustment Board and the arbitration process as provided in Section 13 of this agreement.

(c) Whenever new employees are hired for job classifications within this agreement, from sources other than the lists maintained by the Union, the Employer shall:

(1) Promptly notify the Union of such employment in writing, giving the date, place and job classification of the employment, and the name, address and telephone number of the new employee.

(2) Promptly advise the new employee of the terms and provisions of this agreement and of his obligations hereunder; and

(3) Cause the new employee to report to the Union within forty-eight (48) hours from the time of employment to be advised of the terms and provisions of this agreement and of his obligations hereunder, and to complete necessary applications, forms and papers for qualification under the Pension and Health and Welfare Plans provided by this agreement.

(d) The Union agrees to give the Employer seven (7) days' written notice of the denial or termination of membership of any employee for failure of the employee to tender the initiation fees and periodic dues uniformly required as a condition of acquiring or retaining membership.

Section 4—DISCHARGE OF AND DISCRIMINATION AGAINST EMPLOYEES

(a) The Employer shall have the right to discharge any employee for insubordination, improper conduct, incompetency, failure to perform work as required, or slackness of work; provided, further, that the Employer shall not discharge or discriminate against any employee for upholding the Union principles or engaging in Union activities provided such activities shall not interfere with the normal performance of his duties to the Employer. The Employer further agrees that no employee shall be discharged for failure or refusal to purchase stocks, bonds, securities or interest in any partnership, corporation and/or company.

Upon severance of employment of any employee, the Employer shall within twenty-four (24) hours thereafter notify the Union of such resignation, lay-off

or discharge. If discharge is for cause, the Employer agrees to submit the reasons therefor to the Union upon request.

Before a regular employee (as defined in Subsection (b) hereof) is discharged for incompetency or failure to perform work as required, he shall receive a written warning and a copy of such notice shall be sent to the Union.

If an employee feels that he has been unjustly discharged, he shall have the right of appeal to the Adjustment Board through action of the Union within ten (10) days after said discharge.

(b) Regular employees, either full or parttime, shall be given three (3) days' notice of dismissal or discharge, or the equivalent pay, except when such dismissal or discharge has been for cause such as insubordination or disorderly or improper conduct. (A regular employee is one who has been in the continuous employ of a single Employer for a period of ninety (90) days or longer.)

(c) No member of the Union who has been employed ninety (90) days or longer shall quit his position without giving his Employer three (3) days' previous notice, except when such quitting of employment has been for cause.

In the event of the failure of an employee to give such notice, the Employer may deposit with the Retail Grocers Association of San Francisco, Ltd., from any pro-rata vacation pay due to the employee, an amount equivalent to the employee's pay for the days of notice claimed not to have been given. In case of a dispute the Adjustment Board shall determine how much, if any, of said deposit shall be paid over to the Employer as penalty for failure of the employee to give the required notice to the Employer.

(d) Age shall under no circumstances be a basis for the rejection of an otherwise qualified applicant for employment, nor shall age be a ground for the termination of employment of an otherwise qualified employee.

Section 5—WORKING HOURS AND OVERTIME

(a) For all employees, forty (40) hours consisting of five (5) days of eight (8) hours each in a calendar week, Sunday through Saturday, shall constitute a week's work. Employees shall receive two (2) days off, not necessarily consecutive, in each calendar week.

The Industry recognizes the five-day, forty-hour week provision and except for layoffs and individual cutbacks due to lack of work, acts of God and circumstances beyond the control of the Employer, fulltime employees as of January 1, 1961 will be so employed. This Section, however, does not impede in any way the right of the Employer to use parttime help as needed.

In the event the Federal Wage and Hour Law is applied to retailing, the parties may reopen this Section as it pertains to the calendar week in order to preserve the intended work week and rates pertaining thereto.

(b) All time worked in excess of the basic work day except as provided in Section 5(d) or on the sixth (6th) day worked in a calendar week or on the fifth (5th) day worked in a week containing one of the holidays named in Section 9(a) of this agreement, excluding the holiday, shall be paid for at the overtime rate of one- and one-half (1½) times the employee's basic straight-time rate of pay.

(c) There shall be no broken shifts worked by any employees, and it is further agreed that the lunch period of any employee shall not exceed one (1) hour. Hours of work for both male and female employees shall be consecutive except for the one (1) uninterrupted hour for lunch, which shall be given in the middle of the work day.

(d) No employee shall be allowed or requested to work overtime except in an emergency, and the Employer agrees to notify the Union prior to the working of such emergency overtime, provided, however, that for the duration of this agreement, overtime on the sixth (6th) day shall be permitted without restrictions. Work performed on an employee's seventh (7th) work day in a calendar week and work performed in excess of eight (8) hours on an employee's sixth (6th) work day in a calendar week, shall be paid for at the rate of double the employee's basic straight-time rate of pay.

(e) All employees normally working a five (5) day work week shall receive time and one-half (1½) for work performed after their fifth (5th) consecutive work day without reference to the calendar week until consecutive work days are broken by a day off, except when the schedule of an employee who has had or who is to have two (2) consecutive days off is changed in accordance with Section 6(1) of this agreement.

(f) All employees normally working a six (6) day work week shall receive time and one-half for work performed after their sixth (6th) consecutive work day without reference to the calendar week until consecutive days are broken by a day off, except when their schedule is being changed in accordance with Section 6(1) of this agreement.

(g) The continuity of consecutive days worked shall be considered to be inter-

rupted by a holiday or a scheduled day off, whether or not worked.

(h) Employees called in to work on a scheduled day off and given shorter notice than required by Section 6(1) of this agreement shall receive a minimum of eight (8) hours' work on that day or eight (8) hours' pay at the rate of two and one-half (2½) times the employee's regular straight-time rate if the day is Sunday or at time and one-half (1½) if it is a day other than Sunday, but if such an employee works six (6) days during that calendar week, work performed on the scheduled day off shall be paid for at the regular rate and that on the sixth (6th) day worked shall be paid for at the overtime rate.

(i) The rate of pay for work performed on a Sunday which is a day worked in excess of five (5) consecutive days by a scheduled five-day employee or in excess of six (6) consecutive days by a six-day employee, shall be two and one-half (2½) times the employee's regular straight-time rate.

(j) Overtime on inventory work shall be paid for in accordance with Subsection 5(b). Inventory work performed on Sundays or holidays shall be paid for at the rate of pay for work on such days.

(k) No employee shall be denied the right to necessary or required relief.

(l) Except in bona fide emergencies, the minimum time off between shifts shall be ten (10) hours and employees called to work sooner than ten (10) hours from the end of their last work period shall be paid time and one-half (1½) for all work performed up to the time of said ten (10) hour period between shifts shall have elapsed.

Section 6—WAGES AND CLASSIFICATIONS

(a) The following shall be the minimum scale of wages paid to all fulltime employees:

Schedule of Wages

	January 1, 1961		January 1, 1962		January 1, 1963	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Head Clerks.....	118.10	2.9525	122.10	3.0525	125.10	3.1275
Clerks.....	110.60	2.765	114.60	2.865	117.60	2.94
Apprentices (2nd 520 Hrs.)	99.60	2.49	103.60	2.59	106.60	2.665
Apprentices (1st 520 Hrs.)	94.60	2.365	98.60	2.465	101.60	2.54
Carry-out Boys.....		1.425		1.425		1.425
Relief Managers.....	138.10	3.4525	142.10	3.5525	145.10	3.6275

The straight time hourly rate of all employees except Carry-out Boys, shall be adjusted January 1, 1962 and January 1, 1963 for changes in the cost of living based upon changes in the B.L.S. Consumers Price Index (all items) for San Francisco available on such dates as compared to the index figure of 135.5. An upward adjustment of 1¢ for each 0.5 point change above the index figure of 135.5 shall be made as shown in the schedule set forth herein.

Further, an employee performing duties of a Vegetable Buyer, in going to the produce market and doing the produce buying as defined in the current Retail Fruit and Vegetable Clerks Union, Local 1017 contract, shall receive not less than the wage scale for "Vegetable Buyers" in such contract.

(b) **Head Clerk.** A Head Clerk is a non-supervisory employee, who, in addition to his duties of Clerk, in the course and scope of his employment performs one or more of the following:

(1) Acts as Produce Buyer, or is assigned responsibility by the Employer for the profitable operation of a Produce Section or Department.

(2) Is engaged the major part of his time in the receiving department

of the Employer's establishment and is in charge of and responsible for the receiving of merchandise.

(3) Conducts the operation of the store in the temporary absence of the Store Manager or the owner or is responsible for the opening or closing of a store; provided that if the owner or Store Manager is absent from the store for one full shift or more, the Head Clerk shall be paid at the rate of not less than \$3.4525 straight time per hour for all such hours worked in the absence of the owner or Manager, January 1, 1961; \$3.5525 per hour January 1, 1962; and \$3.6275 per hour January 1, 1963, except as provided in Section 9b.

In every store having three (3) or

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4

more fulltime employees, where one or more of the employees perform the duties of Head Clerk as a regular part of their employment, the Employer shall designate at least one of said employees to act as Head Clerk; provided, however, that the Employer may combine and rearrange the duties performed by his employees in order to minimize the number of Head Clerks required.

In Night Stocking Crews where a Clerk has the responsibility of a Head Clerk, he shall be classified and paid as a Head Clerk.

(c) All the provisions of this agreement apply to Delicatessen operators and the following is the **DELICATESSEN**

SCHEDULE of wages and classifications:

Schedule of Wages

	January 1, 1961		January 1, 1962		January 1, 1963	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Head Clerks.....	118.10	2.9525	122.10	3.0525	125.10	3.1275
Clerks.....	110.60	2.765	114.60	2.865	117.60	2.94
Apprentices (2nd 520 Hrs).	99.60	2.49	103.60	2.59	106.60	2.665
Apprentices (1st 520 Hrs).	94.60	2.365	98.60	2.465	101.60	2.54
Head Cooks.....	120.60	3.015	124.60	3.115	127.60	3.19
Cooks & Pantrymen.....	115.60	2.89	119.60	2.99	122.60	3.065
Kitchen Helpers.....	105.85	2.64625	109.85	2.74625	112.85	2.82125
Relief Managers.....	138.10	3.4525	142.10	3.5525	145.10	3.6275

COOKS AND PANTRYMEN. Any person employed to do any cooking or to assist in cooking or to prepare meats, make salads or sandwiches, shall be recognized and paid not less than the Cook's and Pantrymen's wage.

HEAD COOK. At least one Head Cook must be recognized and paid as such in any Delicatessen where two Cooks or more are employed.

KITCHEN HELPERS. This classification is applicable to only employees who wash pots, pans and dishes, do Janitorial work or clean vegetables and peel potatoes. Where an employee is called upon to perform work of a Cook or Clerk, such employee must be recognized as coming under a higher classification and paid as such.

(d) In the event that the Employer desires to assign additional non-supervisory duties and responsibilities to one of his employees over and above the normal duties and responsibilities of a Head Clerk, then in such event the additional compensation to be paid such an employee shall be agreed upon between the Employer and the Union.

(e) In the application of the wage provisions herein contained, an employee's prior experience in the Retail Grocery or Delicatessen Industry shall be recognized, provided such experience has been within the appropriate aforementioned field during the preceding ten (10) calendar years. The Employer agrees not to employ Apprentices so long as experienced Clerks are available in accordance with Section 3(b).

(f) Where the employee is required to do the work in a higher classification, he shall be paid at the rate of pay of the higher classification for each day so worked.

(g) **Parttime Work.** The parttime worker is defined as an employee hired to work less than forty (40) hours per week, and shall be paid a premium of ten cents (10c) per hour above the rate for the classification under which he works. When such parttime worker works forty (40) hours per week in five (5) days, such employee shall be designated as fulltime and paid accordingly. The parttime premium shall not apply to Carry-out Boys.

(h) Any employee reporting for work after being ordered to do so shall receive not less than four (4) hours' pay for that day.

(i) If any employee is required to travel from one place to another during the course of the performance of the day's work, said employee shall be compensated for such time and for any legitimate expenses incurred. Such employees shall be reimbursed for public transportation expense or be granted mileage allowance at the rate of eight cents (8c) per mile.

(j) There shall be no reduction in any wages now being paid in excess of the minimum set forth in this agreement by reason of the signing of this agreement.

(k) The Employer agrees to furnish each employee with a wage statement showing period covered, name of employee, hours worked, overtime if any, total amount of wages paid and deductions made.

Wage statements shall be furnished each pay day; provided, however, that upon termination of employment the employee will be furnished a statement for final payment when final payment is made. All the employees shall receive their pay weekly.

(l) The Employer agrees to arrange a weekly schedule of working hours specifying starting and finishing times, lunch periods and days off. A twenty-four (24) hour notice of any changes in such schedule shall be given by the Employer, except in the case of changes in days off, a week's notice (7 days prior to change) shall be given.

Section 7—VACATIONS

All employees who have been employed by the Employer for one (1) year shall receive two (2) weeks vacation with full pay. All employees who have been employed by the Employer for five (5) years shall receive three (3) weeks vacation with full pay, and all employees who have been employed by the Employer for fifteen (15) years or more shall receive four (4) weeks vacation with full pay. Vacations shall be taken at annual intervals and the period of employment to entitle an employee to a vacation must be that continuously prior to the vacation period due.

Vacation pay shall be computed on the twenty-six (26) weeks of the employee's earnings immediately preceding the taking of the vacation, taking the employee's gross earnings for that period divided by twenty-six (26) weeks to get one (1) week's pay.

Upon termination of employment the employee shall receive whatever vacation

pay is due, regardless of the time of year, prorated on the basis of full months' periods worked, provided that the employee has been in the continuous employ of the Employer for ninety (90) days or longer.

When employment is terminated by reason of sale or the closing of the store where an employee is employed, such employee shall receive pro-rated vacation pay according to time worked. Vacation seniority shall not be affected by the sale or transfer of the business, except to the extent pro-ration payment has been theretofore made by the former Employer.

At the time a new owner acquires a store, he may retain the Clerks previously employed for a period of ninety (90) days to determine if he wants to keep any or all of the employees. If the Clerk continues with the new owner after ninety (90) days he is entitled to vacation rights based on the years of continuous service performed for the previous Employer and the new owner.

Vacations may not be waived by employees nor may extra pay be received for work during that period; provided, however, that by prior mutual agreement between the Employer, employees and Union this provision may be waived.

Vacations may not be cumulative from one year to another.

If a holiday named under Section 9 of this agreement falls within the vacation period of an employee, he shall be granted an additional day off with full pay, or pay in lieu thereof.

A total lapse of service of thirty (30) days or less per year shall not break continuity of service for the purpose of determining the length of employment in connection with vacations. After the first year of service, where the lapse of service exceeds thirty (30) days per year, the pay for the vacation period shall be prorated on the basis of actual weeks of service; provided that no deduction shall be made for the first thirty (30) days of such lapse of service.

Section 8—UNIFORMS

The Employer shall furnish all gowns and aprons and pay for the laundering and upkeep of same.

Section 9—HOLIDAYS, SUNDAYS AND NIGHTS

(a) **Holidays**—The Employer agrees that the following days shall be considered holidays and granted without reduction in pay except when without reasonable excuse the employee fails to report for work the work day before and the work day after the holiday: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and Armistice Day. No employees shall be required or permitted to work on Christmas Day, New Year's Day, Thanksgiving Day or Labor Day. For all work performed on other holidays employees shall be paid at double their regular rate of pay in addition to holiday pay. Temporary employees working on holidays shall be paid in accordance with this Section in addition to the pay received by a regular clerk for a holiday not worked.

In a week during which one of the foregoing holidays occurs, four days, excluding the holiday, shall constitute a week's work, for which a week's wages shall be paid. Work on the fifth (5th) day worked (not counting holiday worked) in any holiday work week shall be paid for at time and one-half (1½). It is further agreed that when such holidays shall fall

upon a Sunday, they shall be observed upon the following day.

(b) **Sundays**—For all work performed on Sunday, except as provided for in Section 5(h) and 5(i) employees shall be paid at the following rates:

Relief Manager	
or Clerk in Charge	\$6.55 per hr.
Head Clerk	5.55 per hr.
Journeyman Clerk	5.18 per hr.
2nd Apprentice Period	4.63 per hr.
1st Apprentice Period	4.38 per hr.

(c) **Good Friday**—No employee will be refused time off between the hours of twelve noon and three P.M. on Good Friday for the purpose of attending religious services. An employee taking time off will receive straight time pay for scheduled working time during this period and shall not be required or permitted to make up such time off.

(d) **For Parttime Employees**—Holiday pay for holidays not worked shall be based upon one-fifth (1/5th) of the employee's average hours worked per week in the six (6) weeks immediately preceding the holiday week.

(e) **Night Work**—All employees except Carry-out Boys shall receive extra compensation of fifty cents (50c) per hour up to a maximum of Two Dollars (\$2.00) per shift in addition to the employee's pay for all work of eight (8) hours or less performed before 7:30 A.M. or later than 7:00 P.M. For Carry-out Boys, the night premium shall be twenty-five cents (25c) per hour for such night work.

Section 10—BOND

Whenever the Employer requires the bonding of any employee or the carrying of any insurance for the indemnification of the Employer, the premiums for the same shall be paid for by the Employer.

Section 11—CONTRACT ENFORCEMENT

(a) It is agreed by both parties hereto that the Business Representatives shall have the right to and shall be allowed by the Employer to visit any and all stores for the purpose of making inquiries from employees relative to information about working conditions, violations of working conditions, complaints of members of the Union and/or violations of this agreement. It is understood that visits of Business Representatives shall be so conducted and made at such times as to not interfere with the proper performance or work of employees covered by this agreement.

(b) The Employer shall give to one Clerk on each shift written authorization to request any salesman performing work in violation of this agreement to cease such work. If the salesman does not comply with such request, then the authorized Clerk shall report the matter to the Employer or the Store Manager, who shall then cause the salesman to cease such work.

Section 12—STRIKE OR LOCKOUT

(a) During the life of this agreement the Union agrees not to engage in any strike or stoppage of work as long as the Employer has not committed an act held by the Adjustment Board or Arbitrator to be a violation of this agreement, or the Employer is not in clear violation of a provision of the agreement where no question of interpretation is involved.

(b) During the life of this agreement the Employer agrees not to engage in any lockout as long as the Union has not committed an act held by the Adjustment Board or Arbitrator to be in violation of a provision of the agreement,

or the Union is not in clear violation of a provision of the agreement where no question of interpretation is involved.

(c) Refusal of any employee covered by the terms of this agreement to pass through any picket line which has been sanctioned by the San Francisco Labor Council and/or the Retail Clerks Bay Area Council shall not constitute a violation of this agreement.

Section 13—ADJUSTMENT AND ARBITRATION

(a) Upon request of either party hereto, a Board of Adjustment shall be created, to be composed of two (2) representatives of each party to this agreement, for the purpose of passing on all claims, disputes and grievances arising between the parties during the term of this agreement over the construction and application of this agreement or relating to working conditions arising out of this agreement, when such cannot be settled directly between the Union and the particular Employer involved. Said Board shall meet for consideration of any such matter referred to it within ninety-six (96) hours subsequent to a request therefor by either party. If the Board cannot agree on any such question referred to it within forty-eight (48) hours, it shall then choose a disinterested person to act as impartial arbitrator. In the event the Board cannot agree upon the selection of an arbitrator within fifteen (15) days from the date of referral of the controversy to the Board, the said member shall be selected in the following manner: The Federal Mediation and Conciliation Service shall be jointly requested by the parties to name a panel of five (5) persons who, in the opinion of the Service, are qualified to act as impartial arbitrators. The parties shall then choose the arbitrator by each party alternately striking a name from the list until one name remains.

(b) The arbitrator shall not have the right to alter, amend, delete or add to any of the terms of this agreement.

(c) Any expense jointly incurred in the course of arbitration shall be borne one-half (1/2) by the Union and one-half (1/2) by the Employer party to said arbitration.

(d) Failure to comply with the time limits set forth above, unless mutually waived, will constitute a violation of this agreement with respect to the individual parties involved in the dispute.

(e) It is understood and agreed that Pug Kilpatric shall not be liable personally for the performance of this contract, and that each Employer shall be severally liable hereunder solely for his own acts and own employees.

Section 14—MILITARY LEAVE

Any employee who leaves his employment for the purpose of joining and who joins with any branch of the Armed Forces of the United States, including the Merchant Marine and Coast Guard, shall, upon application being made within sixty (60) days of his severance or discharge from said Armed Forces, provided said severance or discharge be not dishonorable, be reinstated to employment upon his request, without loss of seniority and without detriment of any benefits of employment which exist at the time of his leaving employment, or which shall have accrued in the interim between his leaving employment and his return to work, and wherever possible, to the position which he held when leaving employment, or to one providing not less remuneration than his original position as may be within the ability of the Employer to furnish.

Employees covered by this Section shall be entitled to reinstatement in the following manner: The first one to leave shall have first preference in rehiring; in the event the first one to leave is not the first to return, the preference shall nevertheless be retained.

Section 15—TIME SPENT IN STORE MEETINGS

Time spent in store meetings, or in meetings called by the Employer before the commencement of the day's work or after the day's work, shall be considered as time worked and shall be paid for in accordance with the provisions of this agreement.

Section 16—SENIORITY

In lay-offs and rehiring, seniority shall govern when ability and performance are substantially equal; provided that before any employee having seniority shall be laid off or terminated on the ground that his ability or performance is not equal to that of junior employees, such senior employee shall be advised by the Employer and given a reasonable opportunity to improve his work. Senior employees shall be entitled to preference in choice of shifts and vacation periods. Seniority shall be by classification.

Section 17—INDIVIDUAL CONTRACTS

The Employer agrees that no employee shall be compelled or allowed to enter into any individual contract or agreement with his Employer concerning wages, hours of work and/or working conditions that provide less benefits than the terms and provisions of this agreement.

Section 18—HEALTH AND WELFARE

(a) The Employer hereby agrees to accept and be fully bound by the terms of that certain Declaration of Trust dated December 31, 1959, providing for the Northern California Retail Clerks Unions - Employers Welfare Fund and Sick Leave Fund as the same may be applicable to the Welfare Plan therein provided for, and any amendments thereto. Employer hereby acknowledges receipt of a copy of said Declaration of Trust.

(b) The Employer shall contribute to the Trust provided for in (a) hereof an amount per hour which is required to maintain in effect for employees and their dependents and pensioners the health and welfare benefits, including those hereafter specifically provided for, as established by the Trustees. Except as hereinafter specifically provided, the amount of contributions shall be determined by the Trustees, and such Trustee action shall be binding on the Employer. Such contributions shall be made on all straight time hours worked, including all hours compensated as straight time hours such as vacations and holidays. Such contributions shall be made on or before the 20th day of each month for hours worked during the preceding calendar month by all employees covered by this agreement.

The benefit plan established on and after January 1, 1960, shall become a part of this agreement, and each Employer party hereto shall become obligated to maintain said benefits for all eligible employees and their dependents.

(c) It is agreed between the parties hereto that the Welfare Plan referred to in (b) hereof shall be supplemented by the Trustees in the following respects:

(1) Effective April 1, 1961 a program for the payment of prescription drugs for eligible employees and their dependents will be established, the cost for which shall not exceed an additional two cents (2¢) per hour contribution from the Employer on all

hours worked as defined in (b) hereof.

(2) Effective April 1, 1961 an annual physical examination for each eligible employee shall be added as a benefit under the Welfare Plan; provided that the charge for such examination shall not exceed Fifteen Dollars (\$15.00) over and above the X-ray and Laboratory allowance under the existing Plan.

(3) Effective April 1, 1961, the Employer contribution shall be increased by an additional one-half cent ($\frac{1}{2}\%$) per hour on all hours worked to provide Health and Welfare benefits, as determined by the Trustees, for employees who have retired or who may retire under the Northern California Retail Clerks Unions and Food Employers Joint Pension Plan; provided, however, that the contribution for this purpose shall terminate in the event Health and Welfare benefits are provided for such pensioners at any time in the future by law.

(4) Effective January 1, 1962, an additional five cents (5¢) per hour on all hours worked as defined in (b) hereof shall be contributed to a Fund administered by the Trustees for the purpose of providing Dental Care for eligible employees and their dependents. Such Dental Care shall be available to said employees and their dependents no later than January 2, 1962.

Section 19—SUBCONTRACTING AND LEASING

The Employer recognizes that the terms of this agreement constitute an obligation on the business of the Employer, and the Employer agrees that any employees performing work covered by this agreement in leased departments or under subcontracts shall be members of the collective bargaining unit provided by this agreement and governed by all of the terms hereof.

Section 20—STUDENT CLERKS AND "SATURDAY BOYS"

A Student clerk may be employed on the following basis only:

(1) A student clerk is hereby defined as a person who is enrolled in and actually attending high school, college or university, and as such is a regular member of the Union or has applied for membership into the Union in compliance with the provisions of the agreement.

(2) He shall be sixteen (16) years of age or over and shall have complied with all the rules and regulations of the Board of Education in regard to minors securing permits to work.

(3) He shall not work more than three (3) hours Monday, three (3) hours Tuesday, three (3) hours Wednesday, three (3) hours Thursday, four (4) hours Friday and eight (8) hours Saturday, or a total of twenty-four (24) hours per week.

(4) He shall do no work on Sunday.

(5) He shall be paid not less than three (3) hours per day except on Saturdays when he shall be paid for not less than four (4) hours.

(6) His rate of pay shall be in accordance with the classifications and wages applicable thereto set forth in the current agreement and he shall in all respects be covered by the general provisions hereof, including the overtime provisions on the sixth (6th) day; except that the four (4) hours' pay guarantee as provided in Section 6 of this agreement shall not apply to student clerks for work performed on school days; and except, further, that during the Christmas Vacation period, only the parttime employee holiday

provision of Section 9(d) shall be applicable to Student Clerks.

(7) The employment of a Student Clerk shall not cause the replacement of a regular fulltime or parttime Clerk, nor shall it cause the number thereof to be reduced.

(8) No more than one Student Clerk shall be employed in any one store.

(9) The above hiring of Student Clerks shall be discontinued (a) upon three (3) days' notice from the Union if any of the above conditions are not complied with, or (b) if in the opinion of the Union the hiring of Student Clerks generally in the Industry becomes inadvisable, the matter shall be referred to the Adjustment Board, with power to make a decision.

(10) It is agreed that in the cases of so-called "Saturday Boys" (this includes only employees who are in attendance at a recognized school full time, but work on Saturday in one of the stores of the Employer), they shall receive not less than one day's pay at the regular clerk's rate per eight (8) hour day. No overtime work shall be required or performed. Holiday, Sick Leave and Vacation pay shall not apply to "Saturday Boys".

Section 21—CARRY-OUT BOYS

(a) A Carry-out Boy is an employee who is at least sixteen (16) years of age who may:

(1) Carry out bags and/or boxes containing the customer's purchases after they have been bagged and/or boxed, to the customer's vehicle,

(2) Clean up the area around the checkstand and the non-selling foyer or vestibule between the checkstand and the entrances,

(3) Collect and line up push carts and return them to the store from the parking lot,

(4) Keep the sidewalk and parking area orderly and free from refuse.

(b) Carry-out Boys shall be subject to all the provisions of this agreement except the parttime premium set forth in Section (g) of this agreement, and except that instead of the minimum work guarantee set forth in Section 6(h) of this agreement. Carry-out Boys when scheduled or called to work shall be provided with two (2) hours' work on school days and four (4) hours' work on non-school days.

(c) Carry-out Boys shall not be permitted or required to work on Sunday nor on any of the holidays listed in Section 9(a) of this agreement.

(d) No employee presently employed by the Employer shall have his wage scale or work reduced or be discharged because of the employment of Carry-out Boys by the Employer.

(e) If identification badges are supplied by the Union, Carry-out Boys shall wear them on their person at all times during working hours, and the failure of a Carry-out Boy to wear such a badge while working may be considered a violation of these provisions.

(f) The Employer agrees that Carry-out Boys will not be required nor permitted to perform duties other than those listed above. In the event of a violation of this Section, the Union shall submit to the Employer involved a written warning, and in the event of a second violation in the same store, the Union shall have the right to suspend the use of Carry-out Boys in that store.

(g) The age minimum shall not apply to sons and daughters of a sole owner.

Section 22—SICK LEAVE

(a) All employees covered by this agreement who have been continuously employed in the Industry for a period of six (6) months, shall be entitled to six (6) half days of Sick Leave.

(b) Sick Leave shall be cumulative and beginning with the employee's first anniversary date of employment following the 1958 anniversary date of this agreement unused Sick Leave shall accrue from year to year. Effective April 1, 1961 Sick Leave shall accrue at the rate of six (6) half days each six (6) months, not to exceed a maximum of sixty (60) half days.

(c) A Doctor's certificate stating that the employee cannot or should not work shall be required by the Fund unless the employee is sent home by the Employer. Said Sick Leave is to commence after the first work day's absence due to sickness or injury except that where the employee has been hospitalized, sent home by the Employer, or supplies the Doctor's certificate stating he cannot or should not work, Sick Leave shall commence on the first day's absence from work and shall be paid for all fulltime clerks and parttime clerks at the rate of one-half ($\frac{1}{2}$) day's pay per day until such Sick Benefit Allowance is used up. Such employees may elect full day's payment from accumulated half day pay credits for the first week of illness.

(d) **Integration.** If an employee is collecting unemployment compensation disability benefits or workmen's compensation temporary disability benefits, or both, and such unemployment compensation disability benefits or workmen's compensation temporary disability benefits, or both, are less than a full day's payment of the Sick Leave Benefits provided herein, such employee shall only receive Sick Leave Benefits in addition to such unemployment compensation disability benefits or workmen's compensation temporary disability benefits, or both, in an amount sufficient to equal a full day's payment.

(e) **Half-pay Defined.** For the purpose of this paragraph, half-pay shall mean four (4) hours' pay at the employee's regular classification rate for those days which the employee would have worked had the disability not occurred, calculated at straight time. The waiting period herein provided before half-pay commences, shall apply for each illness, in case the Sick Benefit Allowance has not been used up in previous illnesses.

(f) **Pro Rata.** Sick Leave shall be paid to parttime employees, including Carry-out Boys, on the basis set forth above on a pro rata of total hours worked during the year preceding the anniversary date as a ratio to 2080 hours, but can accumulate only for a maximum of five (5) years.

(g) **Not Convertible.** Sick leave benefits are not convertible to cash.

(h) **Mobility.** If an employee leaves employment with an Employer in the area covered by the Sick Leave Plan established under Subsection (i) hereof and secures employment with another such Employer, said employee shall retain his Sick Leave credits accrued by reason of his prior employment.

(i) **Contributions.** The Employer shall contribute to the Trustees of the Northern California Retail Clerks-Employers Trust an amount per hour which the Trustees determine from time to time is necessary to maintain in effect the Sick Leave Plan. The Trustees shall notify the Employer of the amount of the re-

quired contribution and such amount shall become payable on the date set by Trustee action. Employer contributions shall be made on or before the 20th day of each month for hours worked during the previous month by all employees covered by this agreement, and shall also be made on all hours including vacations and holidays which are compensated at straight-time hours under the terms of this agreement. The number of hours in a calendar week on which contributions are required for any employee shall not exceed forty (40) hours.

(i) **Trust Agreement.** The Employer hereby agrees to accept and be fully bound by the terms of that certain Declaration of Trust dated December 31, 1959, providing for the Northern California Area Retail Clerks Unions-Employers Welfare Fund and Sick Leave Fund, as the same may be applicable to the Sick Leave Plan herein provided, and any amendments thereto; except that the Trustees shall make no changes in the schedule of benefits and eligibility requirements of the Sick Leave Plan which are provided for herein. The Employer hereby acknowledges receipt of a copy of said Declaration of Trust.

Section 23—INJURY ON JOB

Where an employee is injured on the job there shall be no deduction from the employee's basic straight time pay for the day in which the employee was injured and reported for medical care.

Section 24—JURY DUTY

Employees required to perform jury duty shall receive their regular straight time pay during such jury duty, less jury pay received. Notwithstanding the provisions of Section 6(1) the Employer may reschedule an employee performing jury duty during store operating hours so as to avoid or minimize payment of wages for such periods of jury duty.

Section 25—DEMONSTRATORS

Demonstrators on the payroll of manufacturers or wholesale suppliers and not directly employed by the Employer shall be members of the collective bargaining unit provided by this agreement and shall be subject to the terms of this agreement governing employment of Union members, wage rates, hours and uniforms. In addition thereto said Demonstrators shall receive a ten cent (10¢) per hour differential above the applicable rates and shall be guaranteed eight (8) hours pay when called to work. Said Demonstrators shall be entitled to voluntarily make the required contribution to the Health and Welfare Plan provided for herein, in order to be eligible for the benefits of said Plan. The above provisions shall not apply to any Demonstrators directly employed by the retail food store Employers, parties hereto, and such Demonstrators shall be covered by all the terms of this agreement.

Section 26—PENSIONS

(a) On or before the 20th day of each month the Employer agrees to continue to make to the Trustees of the Northern California Retail Clerks Unions and Food Employers Joint Pension Fund a contribution of seven and one-half cents (7½¢) per hour on all straight time hours worked in the preceding month by all his employees covered by this agreement. Such contributions shall also be made on all hours (such as vacations and holidays) which are compensated hours under the terms of this agreement. The number of hours in a calendar week in which contributions are required for an employee shall not exceed forty (40).

(b) The parties recognize and acknowledge that the regular and prompt payment of Employer contributions to the Fund is essential to the maintenance of the Pension Plan, and inasmuch as beneficiaries under the Plan are entitled to pension benefits for the period of time that they may have worked while covered by the Plan even though contributions have not been paid on their behalf by their Employer, that it would be extremely difficult, if not impractical, to fix the actual expense and damage to the Fund and to the Pension Plan which would result from the failure of an individual Employer to pay such monthly contribution in full within the time above provided: therefore, the amount of damage to the Fund and Pension Plan resulting from any such failure shall be presumed to be the sum of Twenty Dollars (\$20.00) per delinquency, or ten percent (10%) of the amount of the contribution or contributions due, whichever is the greater, not to exceed the sum of One Hundred Dollars (\$100.00) per delinquency, which amount shall become due and payable to the Fund as liquidated damages and not as a penalty, upon the day immediately following the date upon which the contributions become delinquent, and shall be in addition to said delinquent contribution or contributions.

(c) The contributions provided for in Subsection (a) hereof are for the sole purpose of providing to eligible employees the Pension Benefits set forth in the Northern California Retail Clerks Unions and Food Employers Joint Pension Plan dated April 1, 1957, and/or in any amendments thereto. The parties hereto agree to continue to accept and be bound by the terms of the Declaration of Trust under which said Trust Fund and Plan are established and maintained; and the parties further agree to accept and adopt any amendments to said Declaration and Plan which are arrived at pursuant to the terms thereof.

If the Trustees find, on the basis of the annual actuarial study, that the employer contributions are insufficient for the payment of the benefits and sound funding of the Plan, they shall determine the amount of the employer contribution

necessary for such purposes. For hours worked during the month immediately following the month in which such determination is made by the Trustees, and thereafter, for the remainder of this contract term, the Employer shall pay the increased contribution so determined.

(d) The Employer retains the exclusive right to alter, amend, cancel or terminate any presently existing Company-sponsored Pension Plan or employee-retirement Plan which existed prior to the establishment of the aforesaid Pension Fund.

(e) The Trust and the benefits to be provided from the Pension Trust Fund hereinabove referred to and all acts pursuant to this Agreement and pursuant to such Trust Agreement and Pension Plan shall conform in all respects to the requirements of the Treasury Department, Bureau of Internal Revenue, and to any other applicable State or Federal laws and regulations.

(f) It is understood that this provision for a Pension Plan is being entered into upon the condition that all payments made by the Employer hereunder shall be deductible as business expenses under the Internal Revenue Code as it presently exists or as it may be amended subsequent to the date of this Agreement and under any similar applicable State revenue or tax laws.

(g) It is agreed between the parties hereto that the existing Pension Plan should be amended and contributions increased one-half cent (½c) per hour effective April 1, 1962 so that Pension Benefits payable to present Pensioners and future retirees shall be adjusted to meet changes in the B.L.S. Consumers Price Index, such changes to be measured from the November 1958 Index. It is further agreed that said Plan should be amended to change the service eligibility requirement for Pensions from twenty-five (25) to twenty (20) years of age.

Section 27—DURATION OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 1961 to the 31st day of December 1963. Unless either party has served the other party written notice of a desire to change or modify this Agreement not less than sixty (60) days prior to the date of expiration, it shall be deemed to be renewed for each succeeding year that notice is not given sixty (60) days prior to the anniversary date.

COST OF LIVING ADJUSTMENTS January 1, 1962 and January 1, 1963

The basic hourly wage rates set forth in Section 6(a) and 6(c) herein may be supplemented by adjustments called for under the Cost-of-Living clause, Section 6(a). If and when such adjustments are required by the contract, a full schedule will be printed and mailed to the Parties to the Agreement.

IN WITNESS WHEREOF, the parties have, by their duly authorized representative officers, affixed their signatures hereto this.....day of....., 196.....

EMPLOYER:

By.....

Mailing Address.....

Store Telephone.....

UNION:

RETAIL GROCERY CLERKS UNION, LOCAL 648
R.C.I.A., AFL-CIO

By.....

Union Store Card No.....

GROCERY and DELICATESSEN AGREEMENT

January 1, 1961 - December 31, 1963

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U. S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON 25, D. C.

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APR 28 1961

February 15, 1961

Mr. C. H. Jinkerson, Secretary
Retail Clerks International Association, Local # 648
1968 Mission Street
San Francisco 3, California

Dear Mr. Jinkerson:

We have in our file of collective bargaining agreements a copy of your agreement with the Retail Grocers Association. This agreement expired December, 1960.

Would you please send us a copy of your current agreement—with any supplements and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

In addition, please provide the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection.

Very truly yours,

Ewan Clague
Ewan Clague

Commissioner of Labor Statistics

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form.

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 2,250

2. Number and location of establishments covered by agreement 600

3. Product, service or type of business Retail Grocery

4. If previous agreement has been extended without change, indicate new expiration date _____

C. H. Jinkerson
(Your name)
1980 Mission Street
(Street)

Secretary-Treasurer
(Position)
San Francisco, California
(City and State)