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Collective Bargaining Agreements

4-29-1962

Food Employers, Inc. and Food and Drug Clerks Union Local 1092

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Food Employers, Inc. and Food and Drug Clerks Union Local 1092

Location

Portland, OR

Effective Date

4-29-1962

Expiration Date

4-2-1964

Number of Workers

1800

Employer

Food Employers, Inc.

Union

Food and Drug Clerks Union

Union Local

1092

NAICS

44

Sector

P

Item ID

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Comments

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FOOD AND DRUG CLERKS UNION, LOCAL 1092

Grocery, Vegetable & Delicatessen WORKING AGREEMENT

The Emblem of Good Service



THE PROPERTY OF AND ISSUED BY THE
Retail Clerks International Association

UNION STORE

No. A-15000

IX 5764



FOOD AND DRUG CLERKS UNION, LOCAL 1092^{II}x-5/64

404 Labor Temple, Portland, Oregon
CApitol 8-0171

GROCERY, VEGETABLE AND DELICATESSEN WORKING AGREEMENT

This Agreement entered into
this..... day of
....., 19.....,
by and between.....

.....
on behalf of its grocery store
members employing persons in
the classifications listed herein
who are herein referred to as the
"Employer", and Food and Drug
Clerks Union, Local 1092, Retail
Clerks International Association,
affiliated with the AFL-CIO, of
the City of Portland, County of
Multnomah, State of Oregon,
herein referred to as the "Union".

Hiring, Conditions of Employment, Transfer and Discharges

Article 1. It shall be a condition of employment that all employees of the Employer covered by this agreement who are members of the Union in good standing on the effective date of this agreement shall remain members in good standing and those who are not members on the effective date of this agreement, shall on the thirtieth day following the effective date of this agreement, become and remain members in good standing in the Union. It shall also be a condition of em-

ployment that all employees covered by this agreement and hired on or after its effective date, shall, on the thirtieth day following the beginning of such employment become and remain members in good standing of the Union through regular payment of initiation fees and dues to the Union. The Union agrees to accept as members all present and future employees on the same terms and conditions which governed the admission of present employees to membership.

The Employer recognizes the Union as the sole collective bargaining agent for his employees within the jurisdiction of Food and Drug Clerks Union, Local 1092.

The Employer agrees to deliver to each new employee a statement to be furnished by the Union regarding paragraphs 1 and 2 of this Article of this agreement. The Employer will send to the Union a record of the hiring of each new employee.

Article 2. The Employer agrees that as a condition of employment all employees will maintain membership in good standing in the Union; and the Employers shall be notified of their employees' delinquency in such regard.

Article 3. In the event that an employee is unable to work due to sickness or accident, he shall be reemployed at such time as he is able to resume his normal duties as a clerk.

Article 4. Any Employer operating more than one store shall have the privilege to transfer any employee from one store to another, provided such employee suffers no reduction in wage or working conditions, and that he be compensated for any loss of time and expense incurred by such transfer.

Article 5. Employers reserve the right to discharge any person in their employ if incapable or incompetent.

It is hereby agreed that a committee will be set up to make a study to see that discharges are made in a fair and impartial manner. This committee shall consist of equal representation by the Union and the Employers. The committee by majority vote shall have the authority to require reinstatement of an improperly discharged employee. This committee's conclusions will be set forth in a letter.

The Employer agrees that in case of layoff or reduction of work schedule in a store, the reduction in work time shall not be accomplished by distribution

among employees, and, ability being equal, the Employer agrees that the last employee employed by the Employer shall be the first laid off or reduced. No person shall be discharged or discriminated against for upholding Union principles or any person who works under the instruction of the Union or who serves on a committee shall not lose his position or be discriminated against for this reason.

Wage Scales and Working Hours

Article 6. No employee, who prior to the date of this agreement was receiving more than the rate of wages designated in this schedule herein contained, for the class of work for which he was engaged, shall suffer a reduction of wages or position through the operation or because of adoption of this agreement.

Article 7. Five (5) days of eight (8) hours each to be completed in any nine (9) consecutive hours shall constitute a week's work for regular employed employees.

Thirty-two (32) hours shall constitute the number of hours of a holiday work week.

All work performed in excess of the above set forth daily and weekly hours shall be compensated for in cash at the rate of time and one-half.

All work performed between the hours of 7:00 P. M. and 7:00 A. M. shall be compensated for at premium time of 25c per hour. The rate of pay for work performed on Sunday shall be at one and one-half (1½) times the regular straight time hourly rate of pay for the employee. This ½-time premium shall be in addition to any other compensation provided in this agreement; however, night premium pay shall not be paid on Sunday night in addition to the Sunday premium.

All work performed shall be paid on the basis of four (4) hours or less, one-half day's pay; over four (4) hours and not more than eight (8) hours, a full day's pay; provided that not less than a half day's pay for work done before lunch and not less than a half day's pay for work done after lunch shall be paid.

Full time school students employed part time may be employed by the hour. This includes student's school vacation periods.

All work performed in the Delicatessen Sales Division shall be paid on the following basis: Four (4) hours or less, one-half day's pay; over four (4) hours, paid on an hourly basis.

All persons coming under this contract shall have at least one regular pay day per week except that any employer shall be allowed five (5) days beyond the end of the pay period in which to prepare the payroll. All remuneration shall be in cash or fully negotiable checks.

No female or minor employee shall be required to work more than three (3) hours without a ten (10) minute rest period, said rest period to be on the Employer's time.

Women shall not be allotted tasks disproportionate to their strength.

It is further agreed that a lunch period shall be one (1) hour.

It is agreed that the Employers will post work schedules for employees at least forty-eight (48) hours before the start of the work week. It is understood that the established work schedule may be changed as required by unexpected developments in the store.

Article 8. The following is the minimum scale of hourly and weekly wages mutually agreed upon:

Grocery and Vegetable Departments April 29th, 1962

Experience:	Per Hour	Per Week
Under 4 months	\$1.70	\$ 68.00
4 to 8 months	2.025	81.00
8 to 12 months	2.325	93.00
Over 12 months	2.5875	103.50
Clerk in Charge	2.725	109.00

April 28th, 1963

Under 4 months	1.725	69.00
4 to 8 months	2.10	84.00
8 to 12 months	2.40	96.00
Over 12 months	2.6875	107.50
Clerk in Charge	2.825	113.00

November 3rd, 1963

Under 4 months	1.725	69.00
4 to 8 months	2.10	84.00
8 to 12 months	2.40	96.00
Over 12 months	2.7375	109.50
Clerk in Charge	2.875	115.00

Delicatessen Sales Department

April 29th, 1962

Under 4 months	1.525	61.00
4 to 8 months	1.80	72.00
8 to 12 months	2.075	83.00
Over 12 months	2.3875	95.50
Department Head..	2.55	102.00

April 28th, 1963

Under 4 months	1.575	63.00
4 to 8 months	1.875	75.00
8 to 12 months	2.15	86.00
Over 12 months	2.4875	99.50
Department Head..	2.65	106.00

November 3rd, 1963

Under 4 months	1.575	63.00
4 to 8 months	1.875	75.00
8 to 12 months	2.15	86.00
Over 12 months	2.5375	101.50
Department Head..	2.70	108.00

Clerks in charge rate will be paid to the clerk whose duties include (1) relieving the owner, manager or assistant manager in the performance of their supervisory duties and/or (2) exercises supervision over the employees in the bargaining unit throughout the store, even though the owner, manager or assistant manager is present,

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and/or (3) to head produce clerks responsible for the general management and successful operation of the produce department.

Delicatessen Sales girls shall devote their time exclusively to that department.

All part-time employees shall receive the same hourly rate of pay as regular employees.

The Employer shall be permitted to employ high school students at the beginning rate provided in the contract for under four (4) months experience as long as such employee is still attending high school. This applies to summer employment of high school students as well as employment during the school year. If such employees continue to work after completion of high school, credit for experience gained while still in school shall be granted as follows: Less than two (2) months actual time worked—no credit; over two (2) months actual time worked— $\frac{1}{2}$ credit under the regular progression schedule up to a maximum of 8 months experience credit.

Article 9. Any claim for back wages or overtime not paid must be presented through the Union to the Employer in writing within thirty (30) days of the day he is paid for the period in which back wages or overtime is claimed; otherwise, the employee foregoes any right of appeal under this agreement.

Health and Welfare

Article 10. The Employer agrees to pay for each employee who has worked at least eighty (80) hours during the preceding month, the sum of \$13.00 per month to the persons and at the time and place designated by the joint trustees of the Food & Drug Clerks Health and Welfare Plan formed by the Union and Food Employers, Inc. Effective

with the July, 1962 payment, the employer contribution will be \$15.50 per month.

Sick Leave

Article 11. For all work performed after January 1, 1961, each regular full-time employee covered by this contract will start earning sick leave at the rate of one-half day per calendar month worked and each regular part-time employee (one who has worked for the employer one year or more and who has averaged 24 hours of work weekly for the year immediately preceding his anniversary date of employment) will start earning sick leave on a proportion based upon his average hours worked in each month. Earned sick leave shall be cumulative up to 12 days. Each employee who has been in the service of his employer for one year or more shall be entitled to use earned sick leave beginning with the fourth store operating day of his illness, except that in the event hospitalization might occur earlier than the fourth day's absence, benefits will commence on the day hospitalization starts, and thereafter up to and including the seventh store operating days of such illness. Sick leave allowance shall be used only for a bona fide illness of an employee, as determined by a doctor.

Holidays, Closing, Vacations

Article 12. The following days shall be considered as holidays: January First, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day. No store shall be open for sales on the above holidays and no member of Local 1092 shall be employed on such days with the following exception: For annual inventory on January First, where customary; then those so employed for the inventory shall be compensated at the rate of double

time. If a holiday falls on Sunday, clerks shall have the following day off.

Regular part-time employees on duty the working day before and the working day after a holiday shall receive pay for the holiday at their regular rate, and such part-time employees who would normally be so employed shall not be laid off to avoid payment of wages for the holiday.

No member of the Union shall work in an establishment doing business between the hours of 11:00 P. M. and 7:00 A. M.

All stores and sections covered under this contract will close not later than 6:00 P. M. on Christmas Eve, December 24th.

Article 13. All employees of the Employer shall be granted one (1) week's vacation with pay each year provided that the employee has been in the employ of the Employer one year prior to such vacation. All employees of the Employer shall be granted two (2) weeks' vacation with pay each year provided the employee has been in the employ of the Employer three (3) years prior to such vacation. Vacation period may be arranged at any time during the year that is mutually agreeable to employee and the employer. Vacation may be assigned by the employer so the assigned vacation period will not start before May 1, and will be completed by October 1.

All employees of the Employer shall be granted three (3) weeks vacation with pay each year provided the employee has been in the employ of the Employer ten (10) years prior to such vacation. Effective January 1, 1964, length of service above will be changed to nine (9) years. Two weeks shall be consecutive and the third week may or may not be consec-

utive as mutually agreed between employer and employee.

If a holiday occurs in an employee's vacation period, the employee will be granted an additional consecutive day's vacation or an extra day's pay in lieu thereof.

Vacation pay will be paid before the start of the employee's vacation providing employees who want vacation pay before the start of their vacation shall so notify their employer seven (7) days before the start of the vacation. The amount of vacation pay paid an employee will be the regular and overtime pay normally earned by the employee each week for at least ten months of the year's time in which the employee qualified for a vacation.

Any employee leaving the employ of the Employer after one year of employment, either through discharge, lay-off or voluntary action of the employee, who has not already had his or her vacation, shall be paid in cash for the equivalent of the vacation period due.

Any employee who has been in the employ of a single employer for one (1) year or more, if his employment is terminated he will receive the proportionate part of his vacation. This will not apply to persons who are discharged for dishonesty, insubordination, or any other just cause.

Miscellaneous Regulations

Article 14. No receiving, marking, stocking, or displaying of employer's merchandise shall be done by suppliers representatives, salesmen or other non-employees of the Employer. This shall not apply to drivers or driver-salesmen engaged in servicing the store with their own merchandise directly from the delivery vehicle nor to servicing

of bakery products by the supplier. This clause shall not operate to limit clerk's work.

Article 15. Every employee who requests it shall have his shift so arranged so that he will be able to attend at least one Union meeting per month.

Article 16. The Employer agrees to furnish uniforms or aprons. Any laundry expense for aprons, special uniforms or headwear, or purchase of same, shall be borne by the Employer.

Article 17. All time lost from employment because of reasonable absence from work through sickness or other emergencies or temporary lay-off shall be considered as time worked for the purpose of determining the length of employment, provided that such time shall not exceed thirty (30) days.

Article 18. The Employer agrees that employees shall not be required to contribute to charity or any other causes nor shall quotas be established by the Employer, whether for an individual or group of employees, or suggested amounts of contributions be made by the Employer. Any contributions which may be made by employees for such purposes shall be purely voluntary.

Article 19. Protective rain jackets shall be provided for any employee required to perform work in the rain.

Article 20. The Employer agrees to qualify all employees under the State Unemployment Compensation and State Industrial Accident Funds, or insurance of equal coverage.

Article 21. After one year's employment, regular full time employees who are called for service on a municipal, district or federal court jury shall be excused from work for the days on which they serve and shall be paid the differ-

ence between the fee they receive for such services and the amount of straight time earnings lost by reason of such service up to limit of eight hours per day and forty hours per week; provided, however, that an employee called for jury duty, who is temporarily excused from attendance at court, must report for work if sufficient time remains after such excuse to permit him to report to his place of work and work at least one-half of his normal work day. In order to be eligible for such payments the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received.

Article 22. Regular full time employees shall be granted one day off with pay at straight time, to attend the funeral of a deceased member of his immediate family if such funeral is on an employee's scheduled work day. Scheduled days off will not be changed to avoid payment for funeral leave. Immediate family shall be defined as spouse, son, daughter, mother, father, brother or sister.

Special Classifications

Article 23. No Employer shall have more than one (1) apprentice for each four (4) employees or fraction thereof.

Article 24. There shall be only one (1) manager in any one store, but in every store there shall be designated one (1) person as manager. In addition, there may be one managerial employee exempt from the provisions of the agreement when mutually agreed to by both parties to this agreement. The Union shall not require Union affiliation of said manager, and clerks being promoted to managers or exempt assistant manager and whose current dues

and other financial obligations have been paid shall be granted an Honorable Withdrawal Card upon written request.

Arbitration and Renewal Articles

Article 25. Any grievance or dispute concerning the application or interpretation of this agreement that cannot be amicably settled between the parties shall be prepared and submitted in writing to a committee consisting of one (1) member representing the employer and one (1) member representing the union. Should the two-man committee fail to reach agreement on the matter in dispute within ten (10) days of the date the committee was designated, they shall select within five (5) days a disinterested third party to act as arbitrator.

In the event that the two-man committee fails to agree on a neutral third party within the five (5) days, the Director of the Federal Mediation and Conciliation Service shall be called upon to provide a panel of seven (7) experienced arbitrators (living in the area requested) and each party shall alternately strike a name from the panel until one remains. The person whose name remains shall serve as the arbitrator.

The jurisdiction and authority of the arbitrator of the grievance shall be confined exclusively to

the application or interpretation of a specific provision or provisions of the agreement at issue between the union and the company. This is not intended to limit the arbitrators consideration of the entire contract in determining his award. The arbitrator's award setting forth his interpretation or application of the agreement to resolve the matter at issue shall not change or alter the written language of the contract.

The decision and award in writing of the arbitrator shall be final and binding on both parties to this agreement.

The expenses of the impartial arbitrator are to be borne equally by both parties.

Both parties agree not to use strikes or lockouts to settle any grievances or disputes concerning the application or interpretation of this agreement but to settle them in the manner provided above. It is further understood that the duly authorized representatives of Local 1092 shall have the authority in behalf of the Union to enforce the terms of this agreement.

Article 26. In case the Employer sells his business, he agrees to pay all employees proportionate vacation period at the time of the sale, and to advise the buyer that he has operated the store under this agreement.

Any Employer signatory to this agreement who purchases a store which is subject to this agreement will thereafter, as to employees transferring from an old owner (without break in service except as defined in Article 17) and remaining continuously with the new owner for one year, give credit for length of service accumulated with the prior owner in calculating vacation rights.

Article 27. This agreement to be in effect from April 29, 1962 to midnight Saturday, May 2, 1964. It is agreed that this agreement shall automatically be renewed to midnight of the Saturday nearest May 1 of subsequent years, without further notice by either party, provided that either party may open this agreement for the purpose of discussing changes or revisions by giving notice in writing 60 days prior to the 1964 expiration date, or any annual anniversary of said date as calculated in accordance with this provision.

The wage scales herein contained on date of signing shall be retroactive to April 29th, 1962.

Dated this.....day of

....., 196.....
at Portland, Oregon.

Signed by the Employer

Signed by the Union

Store Name.....

Local 1092

Address.....

404 Labor Temple

Portland 1, Oregon