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Collective Bargaining Agreements

1-1-1973

Retail food stores and Service and Hospital Employees Union, AFL-CIO, Local 399 (1973)

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Retail food stores and Service and Hospital Employees Union, AFL-CIO, Local 399 (1973)

Location

Southern CA

Effective Date

1-1-1973

Expiration Date

12-30-1975

Employer

No employer specified

Union

Service and Hospital Employees Union

Union Local

399

NAICS

44

Sector

P

Item ID

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Keywords

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Comments

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12/1/73

CONTRACTS

JUL 29 1974

SERVICE AND HOSPITAL EMPLOYEES AND FOOD EMPLOYERS COUNCIL,
SOUTHERN CALIFORNIA

The following agreement between the Food Employers Council in Southern California and Local 399, Service and Hospital Employees Union, covers approximately 1,000 janitors, porters, janitor-custodians, maintenance men, and janitor foreman, and is effective from January 1, 1973 to December 30, 1975.

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Wage increases averaging 20 cents per hour for journeyman rate personnel were set at six increment levels with a reopener for October 1, 1975: janitors, porters, janitor-custodians, and maintenance men at \$3.44 per hour as of November 27, 1972 and for janitor foremen at \$3.69 per hour; \$3.515 and \$3.765, respectively, on June 25, 1973; \$3.615 and \$3.865 on January 7, 1974. Rates will be \$3.715 and \$3.965, respectively, on July 1, 1974; \$3.815 and \$4.065 on January 7, 1975; and finally \$3.915 and \$4.165 on July 7, 1975. New employees with no experience with a contract employer will receive 25 cents per hour less than the journeymen level for the first 60 days of employment.

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A cost-of-living allowance which will raise wages by 1/2 cent for each .4 points above a 7 point increase in the Consumer Price Index between November 1973 and November 1974 is also incorporated into the settlement.

Sick leave pay is integrated with unemployment and workmen's compensation disability benefits so that reimbursement will not exceed 100 percent of the ordinary daily wage.

Leave absences of three months for a certified illness and up to 6 months with a possible 3 month extension for job related injury for employees with over 1 year service is included in the arrangement.

The employer's contribution to the health and welfare program is now set at \$38.81 for every employee who accumulates over 80 hours of work each week. The pension contribution was set at 10 cents per straight-time hour per employee until March 1, 1974, and then rose an additional 5 cents per straight-time hour for the duration of the contract.

The contract follows:

#6316

#5907.57 6/2/73

RETAIL FOOD INDUSTRY AGREEMENT

JANUARY 1, 1973 TO AND INCLUDING DECEMBER 30, 1975

JUL 29 1974

THIS AGREEMENT, made and entered into this day of, 19...., at Los Angeles, California by and between

(name of company)

(number)

(street)

(city)

(zip code)

(telephone number)

for all stores located within the jurisdiction of the Union, First Party, hereinafter called the EMPLOYER, and SERVICE AND HOSPITAL EMPLOYEES' UNION, LOCAL 399, affiliated with the American Federation of Labor - Congress of Industrial Organizations, Second Party, hereinafter called the UNION.

WITNESSETH

In mutual consideration, the parties hereby agree as follows, to wit:

termination; provided, however, that such thirty (30) day period may be extended for an additional fourteen (14) days at the option of the Employer so long as prior written notification is given to the Union of such extension.

Insofar as part-time employees are concerned, the probationary period shall be 174 hours of work, but in no event to exceed sixty (60) calendar days.

E. The Union shall accept as members all employees of the Employer within the jurisdiction of the Union as specified herein.

ARTICLE I-RECOGNITION OF THE UNION

A. The Employer hereby recognizes the Union as the sole collective bargaining agent for all employees working for the Employer within the geographical jurisdiction of the Union, and within the classifications listed in Article IX, as long as said Union is affiliated with the AFL-CIO.

B. Under no circumstances shall there be any stoppage of work, refusal to perform work, or any other concerted action due to disagreement between the Union and any other union as to their respective jurisdictions. It is expressly understood that the jurisdiction of the Union is as set forth above and any work of a janitorial, custodial, or maintenance nature that is assigned by the Employer to employees under the jurisdiction of this Union shall be performed by such employees.

ARTICLE II-EMPLOYMENT OF UNION MEMBERS

A. In filling vacancies for new positions, consideration will be given to members of the Union in good standing, with the understanding that the determination of whether or not a particular applicant shall be hired shall be based on reasonable standards of selection established by the Employer, and shall not in any way be affected by race, color, creed, national origin or age. All employees hired, whether sent from the Union or not, will be informed of, and bound by, the provisions of sub-sections B and C, and said sub-section C shall apply in similar fashion to employees already in the employ of the Employer who become delinquent in the payment of their union dues.

B. The employee shall file an application to become a member of the Union within thirty (30) days from the date of his employment. The Union shall not initiate said employee within thirty (30) days from the date of his employment.

C. The Employer shall, within seven (7) days after written notice from the Union, discontinue the employment of said person, if said person has not filed said application and has not become a member of said Union as set forth above.

D. The Employer shall pay said person so employed during the period said person is not a member of the Union at the regular Union wage provided for in this agreement for the class of work said person is doing and shall in all other respects require said person to work under and live up to all Union rules and regulations covering the employment as set forth in this Agreement.

The first thirty (30) calendar days of employment shall be considered a trial period, during which time an employee may be terminated for any reason and he shall have no recourse to the grievance procedure set forth in this Agreement concerning such

ARTICLE III-SUSPENDED OR EXPELLED MEMBERS OF THE UNION

When any member of the Union is suspended or expelled for failure to pay dues, the Employer shall, and hereby agrees to, discharge such member within seven (7) days after receiving written notice from the Union of such suspension.

ARTICLE IV-DISCHARGE OF AND DISCRIMINATION AGAINST EMPLOYEES

A. The Employer shall have the right to discharge any employee for good cause, such as dishonesty, insubordination, incompetency, intoxication, unbecoming conduct or failure to perform work as required.

B. The Employer shall not discharge or discriminate against any employee for upholding Union principles. Upon the discharge of any employee, the Employer shall within forty-eight (48) hours thereafter notify the Union of such discharge; the Union to supply the Employer with forms for such notifications. Notice to the steward shall constitute proper notice under this section.

C. In discharging an employee, other than for cause, the Employer agrees to abide by the seniority rule, which means the length of time of employment, and that the last employee hired by the Employer shall be discharged first in case of layoffs.

ARTICLE V-WORKING HOURS AND OVERTIME

A. The work week shall be Monday through Sunday. For full-time employees, eight (8) hours shall constitute a day's work and forty (40) hours, consisting of five (5) eight (8) hour days out of seven (7) shall constitute a regular week's work. All time worked in excess of eight (8) hours in any one single day or in excess of forty (40) hours in a week shall be paid for at time and one-half (1 1/2) the current regular straight-time hourly rate. In no event shall any male employee work in excess of ten (10) hours in any one single day, unless by consent of the Union.

B. The regular day's work for employees shall be worked within nine (9) consecutive hours, and one (1) hour off for lunch shall be allowed at approximately the middle of the working day.

C. As used herein the word "store or stores" shall include but not be limited to establishments selling food and food products to consumers for consumption off the premises, including grocery stores, delicatessens, fruit and produce stands, dairy stores, bakeries, liquor and cigar and candy stores within the jurisdiction of Local 399 as specified herein.

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D. A work schedule for all employees shall be posted no later than the end of the first shift on Friday preceding the first day of the following work week. In the event of an emergency, or other reasonable cause, such schedule may be altered by the Employer during the workweek.

E. Where a five (5) day, full-time employee is scheduled to work more than seven (7) consecutive days in any combination of work weeks, said employee shall receive time and one-half (1½) (or such higher premium as may apply) for all time worked after the seventh (7th) consecutive day, until such time as his consecutive days of work have been interrupted by a prescheduled day off. The above shall not apply to employees scheduled for more than forty (40) hours per week, provided that overtime and/or premium rates are paid where applicable. For the purpose of this paragraph, a prescheduled day off, worked or not worked, shall interrupt the continuity of consecutive days worked.

F. All work performed on the seventh consecutive day of work in any work week shall be paid for, at the rate of double the straight-time hourly rate.

G. Any employee who is directed and required by his Employer to remain on the premises of the market in which he is employed shall be paid for all such time that he spends on such premises. Any hours in excess of eight hours daily shall be compensated at the rate of the regular straight time hourly rate unless such employee is required to perform work in excess of eight (8) hours daily, and in that event such employee shall be paid time and one-half (1½) for all hours worked over eight (8). Any such employee directed to remain on the premises of the market shall be paid regular straight time pay plus Sunday or night premium applicable subject to Article IX, Section M below.

ARTICLE VI-VACATIONS

A. When a regular employee has been in the employ of the Employer for twelve (12) consecutive months, such employee shall be entitled to receive on his anniversary date of employment one (1) week's vacation with pay.

B. When a regular employee has been in the employ of the Employer for two (2) or more consecutive years, such employee shall be entitled to receive on his anniversary date of employment not less than two (2) weeks' vacation with pay each year.

C. A regular employee who has been in the employ of the Employer for five (5) or more consecutive years shall be entitled to receive on his anniversary date of employment three (3) weeks' vacation with pay each year.

D. Effective January 1, 1975, a regular employee who has been in the employ of the Employer for fifteen (15) or more consecutive years shall be entitled to receive on his anniversary date of employment, four (4) weeks' vacation with pay each year.

E. Vacation pay shall be based on a forty (40) hour week at the regular hourly rate of pay for the classification involved.

F. When a part-time or extra employee has been regularly employed and has accumulated the equivalent of twelve (12) consecutive months (2080 hours) and/or two (2) consecutive years (4160 hours) and/or five (5) consecutive years (10,400 hours) with the Employer, said employee shall be entitled to the vacation periods designated in Paragraphs A, B, and C above.

Effective with employee anniversary dates falling on or after January 1, 1975, part-time or extra employees who have been regularly employed and has accumulated the equivalent of fifteen (15) consecutive years (31,200 hours) with the Employer shall be entitled to the vacation period designated in Paragraph D above.

Part-time or extra employees who have been regularly employed will be granted vacations on a pro-rata basis in the same manner in which regular employees are to receive vacations, i.e. annually based on average hours worked during said anniversary year.

G. Should an employee be discharged or laid off, or quit after one (1) year's employment with the Employer, said employee shall be paid the proportion of one (1) week's vacation which has accumulated. Should an employee be discharged or laid off, or quit after two (2) years' employment with the Employer, said employee shall be paid the proportion of two (2) weeks' vacation which has accumulated. Should an employee be discharged or laid off, or quit after (5) years' employment with the Employer, said employee shall be paid the proportion of three (3) weeks' vacation which has accumulated. Effective with employee anniversary dates falling on or after January 1, 1975, should an employee be discharged or laid off, or quit after fifteen (15) years'

employment with the Employer, said employee shall be paid the proportion of four (4) weeks' vacation which has accumulated. It is understood that in the event an employee is laid off after eighteen (18) months of employment, his pro-rated vacation shall be based on two (2) weeks' pay or eighty (80) hours. The same shall apply to layoff after fifty-four (54) months of employment; that is, proration shall be based on three (3) weeks' pay or 120 hours. Effective with employee anniversary dates falling on or after January 1, 1975, the same shall apply to layoff after one hundred and seventy-four (174) months of employment; that is, proration shall be based on four (4) weeks' pay or 160 hours.

H. All time lost from employment because of reasonable absence from work through sickness or other emergency or temporary lay-off, shall be considered as time worked for the purpose of determining the length of employment; provided, however, that any employee proven dishonest shall forfeit all rights to vacation with pay.

I. Forty-five (45) weeks during twelve (12) consecutive months shall constitute a year's employment and likewise, forty-five (45) weeks during any twelve (12) consecutive months, the period of unemployment being due to temporary layoff, shall entitle an employee to vacation with pay as aforesaid.

J. Vacation periods shall be fixed by the Employer to suit the requirements of his business, but as far as possible and practicable, vacations will be given during the summer months.

K. In the event the Employer sells his business, such Employer shall pay his employees the pro-rata of their earned vacation pay up to the period of time of transfer of ownership of the business.

L. When a holiday falls during the vacation period of an employee, said employee shall be granted an additional day's vacation with pay.

ARTICLE VII-SICK LEAVE

A. Eligibility

All employees covered by this Agreement who have been continuously employed by their Employer for a period of at least one (1) year shall be entitled to six (6) days' sick leave with pay per year.

B. Accrual

Sick leave shall be cumulative and beginning with the employee's first anniversary date of employment following the 1957 anniversary date of the Agreement, unused sick leave from the previous year of employment shall accrue from year to year, not to exceed a maximum of thirty (30) full days or its equivalent.

C. Payment

A doctor's certificate or other authoritative verification of illness may be required by the Employer. Said sick leave shall be paid as follows:

- (a) First and second day, no pay.
(b) Third day through fifth working day, regular full day's pay at straight time rate.
(c) Sixth working day until accumulation sick leave benefit allowance is exhausted, half pay.

D. 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.

E. The waiting period herein provided, before 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 part-time employees 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.

F. Sick leave pay shall be integrated with unemployment compensation disability benefits and Workmen's Compensation temporary disability benefits so that the sum of the daily sick leave allowance hereunder and the aforesaid State disability daily benefits, exclusive of the daily hospital benefits which may be payable to an employee, shall not exceed one hundred percent (100%) of the employee's regular daily wage at straight time. If the sick leave pay allowable to an employee hereunder when so combined with an such State disability daily benefits received by the employee, exceeds one hundred percent of his regular daily rate at straight time for any one day, then such sick leave pay for the day shall be reduced accordingly. Any portion of the sick leave pay allowance not received by the employee by reason of any such reduction shall be retained in the employee's sick leave pay account as a part of his accumulated sick leave pay credits.

In order to effectuate the integration with the U.C.D., all sick leave will be broken down from days of sick leave as earned, to hours and such sick leave will be used and retained as hours of sick leave.

ARTICLE VIII—LEAVE OF ABSENCE

Effective April 1, 1973, an employee who has been in the employ of the company over one (1) year shall be eligible for a leave of absence up to three (3) months in the event of certified personal illness and up to six (6) months in the event of injury on the job. In the event of an injury on the job, the six months leave of absence may be extended for an additional three (3) months, if the employee is still disabled, upon mutual agreement between the Employer and the Union.

ARTICLE IX—SCHEDULE OF WAGES AND WORKING CONDITIONS

A. The following schedule of hourly rates shall be in effect during the periods shown below:

| Janitor, Porter, Janitor-Custodian and Maintenance Man | | | | | | |
|--|---------|---------|---------|---------|---------|--|
| 11/27/72 | 6/25/73 | 1/7/74 | 7/1/74 | 1/6/75 | 7/7/75 | |
| \$3.44 | \$3.515 | \$3.615 | \$3.715 | \$3.815 | \$3.915 | |
| Janitor Foreman | | | | | | |
| \$3.69 | \$3.765 | \$3.865 | \$3.965 | \$4.065 | \$4.165 | |

Any new employee who has had no janitorial experience with any food market employer covered by a collective bargaining agreement with Local 399, shall be paid twenty-five cents (25¢) per hour less than the Journeyman rate for the first sixty (60) working days of his employment. Prior janitorial experience with any food market employer covered by a collective bargaining agreement with Local 399 shall be given full recognition toward the maximum rate above.

B. Beginning with the first Monday of November, 1973 and 1974 the straight time hourly rate of pay for all employees in effect on the above dates shall be adjusted for changes in the cost-of-living based on changes in the Consumer Price Index for Los Angeles (all items—1957-1959=100) available on such dates as compared with such index for the previous year on the same date. If such index shows an increase of 7.0 points or more, an adjustment of one-half cent (1/2¢) for each four-tenths (.4) point change in excess of the 7.0 points aforementioned shall be made. It is intended that each year a new base index (for comparison) shall be established, and the cost-of-living adjustment to be effective at the end of that year shall be based on increases over such base in each year.

C. The rate schedules above do not include Sunday premium, night shift differential or holiday premium pay.

D. No janitor shall be considered a Janitor Foreman unless he is charged with the supervision of other janitors in the market in which he is employed.

E. A bonus of seventy-five cents (75¢) per hour shall be paid for all hours worked on Sunday, and shall be added to the regular day's or week's earnings, regardless of the number of hours already worked in the workweek.

F. A bonus of fifteen cents (15¢) per hour shall be paid for all time worked between the hours of 7:00 P.M. and 7:00 A.M. and shall be added to the regular day's or week's earnings.

G. The Employer shall have the sole right to fix and determine the closing hours of his market.

H. The Employer agrees to permit the Union representative, upon request of the Union, to check the list of employees of any preceding month and to check the respective wage scale of each employee.

I. It is further agreed that no employee shall suffer any reduction in weekly wages or general working conditions by reason of the signing of this agreement. No employee receiving wages in excess of the rates herein shall be replaced by another employee at a lesser wage for the purpose of avoiding any of the provisions of this contract. However, nothing in this agreement shall be construed so as to require the guarantee of any specified number of hours of work except as set forth in Article IX, Paragraph K, below.

J. The overtime rate for employees who receive a wage scale in excess of the rates in this contract, shall be based on said employees' actual rate of pay.

K. All extra and part-time employees shall be guaranteed four (4) hours' pay for each day such employee is ordered or scheduled to report for work.

L. The part-time employee is defined as an employee hired to work less than forty (40) hours per week. When such a part-time employee works forty (40) hours per week, such employee shall be designated as a regular employee and paid accordingly.

M. There shall be no pyramiding or combination of one premium pay with another, or of premium pay with overtime pay, but only the highest applicable rate shall be paid except as provided hereafter. Night premium pay shall be added when applicable to all earnings.

N. Where an employee is required to use his own car when assigned to more than one location in any one daily shift, such employee shall be reimbursed at the rate of eight cents (8¢) per mile for the mileage traveled between such locations only. Such travel time shall also be compensated for at the rate of straight time.

ARTICLE X—STORE MEETINGS

No store meetings shall be held so as to conflict with the regular meetings of the Union, and upon a three day notice to the Employer of a special meeting, the Employer agrees to hold no store meetings in conflict therewith.

ARTICLE XI—CAPS AND UNIFORMS

The Employer shall furnish all gowns and aprons and pay for the laundering and upkeep of same. The Union members shall have the right to wear their union buttons.

ARTICLE XII—CHARITY

The Employer shall not conduct or handle any campaign or drive for charitable purposes among the employees except where the operation and contributions of the employees are voluntary.

ARTICLE XIII—VISITS TO STORES

It is the general policy of the Union for its representatives not to visit the stores during the busy afternoon hours, Saturdays, or days preceding holidays. However, upon the receipt of reported violations, the Union representatives shall have the privilege of visiting such stores for the purpose of investigating such violations; and further, the Union representatives and the employees shall not engage in Union activities during working hours. The Employer agrees that the Union representative may appoint a steward who shall take charge of collecting dues.

ARTICLE XIV—HOLIDAYS

A. The Employer agrees that the following days shall be considered holidays and granted without reduction in pay: New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day. When a holiday falls on a Sunday, the following Monday shall be observed.

B. Work may be performed on any of the hereinabove mentioned holidays. However, work as such shall be compensated for at double time in addition to the employee's regular day's or week's pay. Upon request of an employee to be off on Labor Day, Thanksgiving Day or Christmas Day, such request shall be given the Employer one (1) week prior to the holiday in question, and the Employer shall make reasonable effort to grant the employee's request by replacement of the employee with suitable temporary relief help.

C. The work week during which a holiday is given by the Employer shall be considered a four (4) day work week, consisting of thirty-two (32) hours. All time worked over thirty-two (32) hours, not including the holiday, during said holiday week, shall be considered as overtime period and be paid for at the overtime rates.

D. All regular part-time employees shall be entitled to holiday pay in accordance with this Article when said holiday falls on their scheduled work day, based on the number of hours regularly worked by such employees on that day on which the holiday falls.

E. Work schedules shall not be changed for the purpose of avoiding holiday payments.

F. In order that an employee be entitled to holiday pay when not worked, said employee must have worked the scheduled work day immediately prior to, and immediately following said holiday.

G. The provisions of this Article shall not apply to any employee hired within thirty (30) days of any holiday.

ARTICLE XV—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 by the Employer.

ARTICLE XVI—ADJUSTMENT AND ARBITRATION

A. Should a controversy, dispute, or disagreement arise during the period of this agreement concerning the interpretation of the provisions of this agreement, except that liability for wage claims shall not be subject to arbitration unless involving a disputed interpretation of the provisions of the agreement, there shall be no cessation or stoppage of work or lockout, because of such controversy, dispute, or disagreement, but the difference shall be adjusted in the following manner:

B. Upon receipt of notice from either party, the representative of the Employer and the representative of the Union shall, within three (3) days, attempt to reach a settlement of the controversy.

C. The Union hereby recognizes the Food Employers Council, Inc. as the authorized representative of its members in matters pertaining to the negotiation and administration of this Agreement. In the event of a dispute, it shall be the duty of the Employer to notify the Food Employers Council, Inc. of the existing dispute if said Employer desires said Food Employers Council, Inc. to represent it in the dispute. In the event that the Food Employers Council, Inc. does not represent the Employer in such matter or otherwise participate in the settlement thereof, the act of settlement and the interpretation or application of the agreement involved in the settlement shall not be used for any purpose whatsoever.

D. If the matter is not amicably settled under C above within five (5) days of submission, a written report shall be made by the complaining party setting forth in detail the nature of the specific issue. If settlement is not reached within five (5) days, the matter shall be submitted to a Board of Adjustment appointed as follows:

(1) Two (2) members shall be appointed by the Employer involved and two (2) members shall be appointed by the Union. In the event a majority of the appointees do not agree upon settlement of the dispute within five (5) days after their appointment, they shall within three (3) days thereafter mutually select a neutral chairman who shall be disinterested and not a member of the Union nor engaged in the same line of business as the Employer, and these five (5) shall constitute a Board of Adjustment and shall render a decision within five (5) days that shall be final, binding, and conclusive upon all parties concerned.

(2) In the event the Board of Adjustment is unable to agree on a neutral chairman within the time limits herein prescribed, a request shall be made of the Federal Mediation and Conciliation Service for a list of fifteen (15) arbitrators and the par-

ties shall select therefrom one arbitrator as follows: Each of the parties shall strike one name from the list until a last name remains, each of the parties drawing lots to determine who shall be entitled to the first strike.

(3) The arbitrator shall not have the authority to decide questions involving the jurisdiction of any Local or of the International or which may in any way affect or change the Union Security Clause, nor shall the arbitrator have the authority to effect a change in, modify or amend any of the provisions of this Agreement or to make decisions on provisions covering wages or working conditions to be incorporated either in a new agreement or any subsequent annual agreement, except as hereinafter provided.

E. The provisions of no strike—no lockout shall not be binding on either party if the other fails to abide by the decision of the Board of Adjustment or the arbitrator. The expenses of the arbitrator shall be borne equally by both the Employer and the Union.

F. It shall be the responsibility of the employee to report any claimed discrepancy to the Union promptly upon discovery, and it shall then become the responsibility of the Union to notify the Employer promptly of such claimed discrepancy. In any event, all complaints must be filed in writing within thirty (30) days after the matter in dispute or disagreement is first reported to the Union. Complaints not filed within the time limits herein specified shall be deemed null and void.

G. Wage claims, or claims involving or arising from contributions to health and welfare and/or pension plans, which do not involve an interpretation of any of the provisions of this Agreement, may be submitted by either party for settlement to the grievance and arbitration process set forth herein or to any other tribunal or agency which is authorized and empowered to effect such a settlement.

ARTICLE XVII—NEW LOCATIONS

A. In the event of a bona fide sale or transfer of any store covered by the agreement during the period of the agreement, the new owner or transferee shall be notified of the existence of the agreement by the former owner and shall be required to become a party hereto. The former owner shall be required to meet any and all monetary benefits that employees may have accumulated under the agreement.

B. It is further agreed that where an Employer opens or purchases a new location under the jurisdiction of the Union, said Employer shall have the right to discharge any employee for good cause until a satisfactory crew is obtained; provided, however, that this right shall cease thirty (30) days after the opening or purchase of the new location, after which time Article IV of this Agreement shall be exclusively applicable. It is further provided that where an Employer shall, in opening said new location, recruit part of the crew from a place of business already under agreement, the aforesaid sentence shall not apply to those employees who have been thus recruited from one or any of his own establishments, and that as to said employees, all rights as to seniority and as to other provisions in this agreement shall be granted.

C. In the event of a transfer, sale or merger, an employee who is retained in the employ of the new owner for a period of thirty (30) days shall retain all seniority acquired in the employ of the old owner insofar as vacation and sick leave benefits are concerned.

ARTICLE XVIII—EQUALITY OF PROVISIONS

In the event that the signatory union, Local No. 399, enters into any contract, or contracts, or enters into renewals or modifications of a contract, or contracts, with any other retail food store employer, or employers, more favorable to such other employer or employers than the terms and conditions herein set forth, the Employer herein shall be entitled to and shall have the full benefits of any and all of such more favorable terms and conditions.

ARTICLE XIX—HEALTH AND WELFARE

A. Effective January 1, 1973, the Employer shall contribute to the Building Service Health and Welfare Trust Fund, 240 Golden Gate Avenue, San Francisco, California, Thirty-eight Dollars and Eighty-one Cents (\$38.81) per month for each employee who has worked eighty (80) hours or more in each such month. Payment

shall be made on or before the 20th of each month during the life of this Agreement for hours worked during the preceding month.

B. In the event of an alleged discrepancy in contributions to the Trust Fund, the Employer shall furnish to the Trustees, upon written request, any payroll data pertaining to the alleged discrepancy.

C. Failure to make contributions in the manner described herein on behalf of an employee shall hold the Employer liable and responsible for any and all benefits that such employee would have received had he been otherwise eligible for such benefits and had such contributions been made.

D. Employer hereby accepts the terms of that certain Agreement and Declaration of Trust (as amended) entered into on May 1, 1951, at San Francisco, California, creating the Building Service Health and Welfare Trust Fund and further hereby becomes a party to said Agreement and Declaration of Trust. Employer agrees to be bound by all of the provisions of said agreement and Declaration of Trust and hereby acknowledges prior receipt of a copy thereof.

ARTICLE XX—DENTAL AND PRESCRIPTION CARE

A. The parties hereto agree to establish a dental fund which shall be known as the Food Employers and Service Employees Unions Dental Fund. Such fund shall be administered by an equal number of trustees appointed by the Unions on one hand and by the Food Employers Council, Inc., for all employers hereunder on the other hand.

B. Effective on hours worked in December, 1972, the Employer agrees to contribute four cents (4¢) per straight-time compensable hour into such fund for the purpose of providing dental care benefits for eligible employees and their dependents. The eligibility and coverage to be provided shall be determined by the Trustees of this fund and limited to such benefits as can be purchased by the contribution provided herein, in addition to such employee or patient surcharges as may be determined by the Trustees.

C. The Trustees are authorized to establish reserves under this program based on long-term actuarial determinations and are further authorized and directed to invest such reserve funds with necessary professional advice.

D. Effective on hours worked in December, 1972, the Employer agrees to contribute one cent (1¢) per straight-time compensable hour into the trust fund for the purpose of providing prescription benefits. The Trustees are authorized to amend the trust agreement accordingly.

ARTICLE XXI—MAINTENANCE OF HEALTH AND WELFARE

In the event that on or after March 1, 1974, additional contributions are required to maintain the existing health-and-welfare, any such increase shall be subtracted from the five cent (5¢) per hour pension increase provided for in Article XXII, Paragraph B. In the event that amount is not sufficient to maintain such benefits, any additional amount shall be subtracted from wages.

ARTICLE XXII—PENSION PLAN

A. The Employer shall contribute to the Building Service Employees' Pension Fund the sum of ten cents (10¢) per hour for each straight-time hour worked by employees covered by this Agreement for the purpose of securing pension benefits available under such Fund for the employees covered by this Agreement. Contributions to the Pension Fund shall be made on a monthly basis, said contributions to be paid by the twentieth (20th) of each month for hours worked during the preceding month, for the life of this Agreement.

B. Effective March 1, 1974, the Employer shall contribute an additional five cents (5¢) per straight-time hour worked to the Pension Fund for the purpose of providing additional pension benefits under such Fund subject to the maintenance of benefits provisions of Article XXI.

C. In the event of an alleged discrepancy in contributions to such Pension Fund, the Employer shall furnish to the trustees, upon written request, any payroll data pertaining to the alleged discrepancy.

D. If the Employer fails to make any contribution required hereafter, any affected employee or the Union to which he belongs acting on his behalf may, without proceeding through the grievance procedure of this contract, file a suit or action in any court of competent jurisdiction to enforce such contributions, and as part of the judgment in such suit or action, the court shall award a reasonable amount as and for necessary attorney fees and court costs.

E. The Employer hereby accepts the terms of that certain trust indenture (as amended) made and executed in San Francisco, California, October 30, 1953, creating the Building Service Employees Pension Trust Fund and accepts the terms of the Building Service Employees Pension Plan (as amended) and further hereby becomes a party to said trust indenture and said Pension Plan and hereby acknowledges prior receipt of said Trust Indenture and said Pension Plan.

ARTICLE XXIII—SEPARABILITY CLAUSE

The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provisions of this Agreement, in its application between the Union and the undersigned Employer, to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect, provided further that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet immediately for the purpose of re-negotiation and agreement on the provision or provisions so invalidated.

ARTICLE XXIV—ADDITIONS

This contract is complete and no additions, alterations, or modifications shall occur during its life unless voluntarily and mutually agreed to by the parties except as provided herein.

ARTICLE XXV—RENEWAL AND REOPENING

A. This Agreement shall be in effect from January 1, 1973, to and including December 30, 1975, and from year to year thereafter, subject to amendment, alteration, or termination by either party upon sixty (60 days' written notice given prior to the termination date of December 30, 1975.

B. All the provisions of this Agreement shall become effective on and shall be retroactive to January 1, 1973, except as otherwise provided.

Signed this.....day of....., 1973.

FOR THE EMPLOYER:

By.....

Title.....

FOR THE UNION:

SERVICE & HOSPITAL EMPLOYEES' UNION,
LOCAL NO. 399, AFL-CIO

By.....

Title.....

We, the undersigned Trustees of the Building Service Health and Welfare Trust Fund, hereby approve the Employer party to the foregoing collective bargaining agreement becoming a party to the Agreement and Declaration of Trust referred to in said Agreement and pursuant to this approval said Employer has become a party to said Agreement and Declaration of Trust.

Pursuant to Section 3.01 of Article III of the Trust Indenture referred to in the foregoing collective bargaining agreement, the undersigned Pension Plan Trustees hereby approve the Employer party to the foregoing collective bargaining agreement becoming a party to the Trust Indenture referred to in said agreement, and pursuant to this approval, said Employer has become a party to said Trust Indenture.

Dated.....

Dated.....

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Trustee, Building Service Employees'
Health and Welfare Trust Fund

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Trustee, Building Service Employees'
Pension Plan

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Trustee, Building Service Employees'
Health and Welfare Trust Fund

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Trustee, Building Service Employees'
Pension Plan

--End of Section X--