

III x-12/67

JUN 27 1967

*un*

# 1967 GROCERY AND DELICATESSEN AGREEMENT

---

**Retail Clerks Union, Local 648, AFL-CIO**

1980 MISSION STREET

SAN FRANCISCO, CALIFORNIA 94103

hereinafter called the Employer, and RETAIL CLERKS UNION LOCAL 648, chartered by the Retail Clerks International Association, 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 by employees working exclusively in the meat department, and who are engaged in the handling, cutting, selling, processing, wrapping, or displaying of fresh, frozen or processed meats, poultry, fish and sea food products in said department; 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 store 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—UNION STORE CARDS**

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 applicants 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 re-

ferred 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 application 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 seventy-two (72) 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.

There shall be a probationary period of thirty (30) days during which an employee may be discharged without right of appeal if the Employer determines the employee is not qualified to perform the work required.

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 part-time, 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) 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. No person shall be discriminated against in regard to hire, tenure of employment, or job status by reason of race, color, creed, or national origin.

#### 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, full-time 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 part-time 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 of 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. A half hour meal period may be allowed with the consent of the Union, the employee and the Employer.

(d) 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 interrupted 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. All employees shall be allowed an unscheduled ten-minute break in the first half of their shift prior to the meal period, and an unscheduled ten-minute break in the last half of their scheduled shift prior to quitting time.

(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.

(m) Any employee scheduled to work a shift in which his normal lunch period will fall after midnight and before 6:00 A.M. shall be scheduled to work eight hours within eight hours, and shall be allowed to eat his lunch while on the job.

(n) Employees working any hours on Sunday or holidays shall be paid the premium pay as provided for in this Agreement for the hours worked between 12:01 A.M. and 12:00 midnight on that day.

#### Section 6—WAGES AND CLASSIFICATIONS

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

Effective January 1, 1967	Weekly	Hourly
Clerks	\$137.40	\$3.435
Head Clerks	147.40	3.685
Head Produce Clerks,		
Assistant Manager	150.90	3.7725
Relief Managers	167.40	4.185
Apprentice Clerks:		
1st 3 Mo. Exp.		
(Less than 520 Hrs.)	82.44	2.061
2nd 3 Mo. Exp. ( 520 Hrs.)	96.18	2.4045
3rd 3 Mo. Exp. (1,040 Hrs.)	109.92	2.748
4th 3 Mo. Exp. (1,560 Hrs.)	123.66	3.0915

#### Student Clerks:

First 13 Weeks	2.01
Thereafter Apprentice and experienced Clerks' rates according to experience.	

(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 at the store, or assists management in the 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, the Assistant 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 Assistant Manager or a Head Clerk as the case may be, shall be paid at the Relief Manager's rate for all such hours worked in the absence of the owner or Store Manager.

In every store having three (3) or more full-time 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:

Effective January 1, 1967	Weekly	Hourly
Clerks	\$137.40	\$3.435
Head Clerks	147.40	3.685
Relief Managers	167.40	4.185
Apprentice Clerks:		
1st 3 Mo. Exp.		
(Less than 520 Hrs.)	82.44	2.061
2nd 3 Mo. Exp. ( 520 Hrs.)	96.18	2.4045
3rd 3 Mo. Exp. (1,040 Hrs.)	109.92	2.748
4th 3 Mo. Exp. (1,560 Hrs.)	123.66	3.0915

#### Student Clerks:

First 13 Weeks	2.01	
Thereafter Apprentice and experienced Clerks' rates according to experience.		
Head Cooks	147.40	3.685
Cooks & Pantrymen	142.40	3.56
Kitchen Helpers	132.65	3.316

**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 Pantryman'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.

**Head Produce Clerk:** This classification shall apply to an employee who goes to the wholesale produce market to buy produce or who is assigned responsibility by the Employer for the profitable operation of the produce section or department.

**Assistant Manager:** This classification shall apply only to the Head Clerk who acts as the Assistant Store Manager, and is commonly known as the "second man" in the store.

**(e) Apprentices:**

(1) The ratio of Apprentices shall not exceed one Apprentice for each four full-time experienced Clerks employed in any store; provided that any Employer employing one, but less than four, full-time experienced Clerks shall be entitled to one Apprentice. This same ratio shall apply to all Sunday and holiday work assignments.

(2) Apprentices shall be trained for all work in the store and during such apprenticeship they shall receive at least thirteen (13) weeks' work at the check stand and at least thirteen (13) weeks' work in shelf stocking assignments.

(3) In hiring Apprentices the terms of Section 3 of this Agreement shall apply as to graduates of the Grocers' Training Center; provided that if no such persons are available then the Employer shall be free to hire Apprentices from other sources.

(4) 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.

(5) An apprenticeship standards committee shall be established with joint and equal representation by the Union and the Employer for the purpose of arriving at standards and qualifications, entrance requirements and training of apprentices. In the event that this joint committee cannot agree upon such standards sixty (60) days prior to July 1, 1967, Sam Kagel shall resolve any differences between the parties and his determination shall be final and binding.

(6) Where any store has exceeded the permissible ratio of apprentices, as herein provided, and experienced clerks are not available, full-time apprentices employed in the store will be

promptly promoted to the clerk's classification in sufficient number to re-establish said ratio. Such promotions shall be according to seniority where merit and ability are equal.

(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) **Part-time Work.** The part-time 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 (10¢) per hour above the rate for the classification under which he works. When such part-time worker works forty (40) hours per week in five (5) days, such employee shall be designated as full-time and paid accordingly. The part-time premium shall not apply to Student Clerks. Part-time employees will not be used on Sundays and holidays except as needed, and they shall not replace full-time employees on such days.

(h) Any employee reporting for work after being ordered to do so shall receive not less than four (4) hours' pay for that day; except that Student Clerks called to work on days other than Saturdays shall receive not less than two (2) hours' pay.

(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 (8¢) 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. In the case of changes in days off, a week's notice (7 days prior to change) shall be given except in emergencies.

**Section 7—VACATIONS**

(a) 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 (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 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.

(b) During the term of the Agreement a joint study will be made by the parties of a plan for funding the vacations provided for in the agreement, and a determination of the costs of the establishment and maintenance of funded vacations shall be made. The parties shall establish the rules and regulations for the plan and shall have cost of the plan actuarially determined. It is agreed by the Employer that if the Union decides that it wishes such a plan of funded vacations instituted that this will be done effective with the commencement of the next collective bargaining agreement between the parties, provided that the Union agrees that the cost of the institution and maintenance of such plan as determined by the said joint study shall be a charge against any increase in labor costs which may be negotiated between the parties in the next collective bargaining agreement.

## 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.

All full-time employees shall be guaranteed eight (8) hours work or pay in lieu thereof for any holiday or Sunday work, and all part-time employees shall be guaranteed four (4) hours work or pay in lieu thereof for any such work on said days.

(b) **Sundays**—For all work of eight hours or less performed on Sunday, except as provided for in Section 5(h) and 5(i), all employees shall be paid at time and two-thirds (2/3) of their straight-time rates of pay.

(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 Part-time 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 Student Clerks shall receive extra compensation of fifty cents (50¢) 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 Student Clerks, the night premium shall be twenty-five cents (25¢) 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 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 of 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.

(c) The parties agree to observe the following procedures in enforcing the terms of this Agreement with respect to the reporting of working time.

(1) The Employer shall post the following notice in all stores:

The law and the Union contract require that all time worked shall be reported including starting and stopping time. All employees shall comply strictly with these requirements, and any employee failing to so comply shall be subject to discipline on the same basis as is followed with respect to any other violation of store rules or procedures;

(2) The Union shall promptly report in writing to the Employer any observed violation by an employee of this reporting time provision, and the Employer will take the necessary steps with the employee to correct such violation;

(3) Upon notification by the Union and proof of a second such violation by the same employee, the Employer shall pay to the Welfare Fund provided for herein an amount equal to the overtime pay due the employee. In such case the employee involved shall be subject to discharge, retaining, however, his right to appeal any such discharge under Section 4 (a) hereof.

## 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 the 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 seven (7) calendar days subsequent to a request therefor by either party. If the Board cannot agree on such question referred to it within seven (7) calendar days, it shall then choose a disinterested person to act as impartial arbitrator. The impartial arbitrator shall be chosen from a panel of arbitrators consisting of: Sam Kagel, Robert E. Burns, and Thomas Tongue. If the parties cannot agree, the arbitrator shall be chosen from the said panel by lot. If the first arbitrator chosen from the panel is not available within a reasonable time, then another name shall be drawn by lot until an available member of the panel is selected.

(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 (½) by the Union and one-half (½) by the Employer party to said arbitration.

(d) If either party fails to observe the time limits provided in the agreement for the consideration of complaints by the Adjustment Board or the submission thereof to arbitration, the other party shall be free to proceed to arbitration with any such complaint, whether or not the other party chooses to participate and any such award therefrom shall be final and binding upon the other party.

(e) Interest at seven per cent (7%) shall be payable on all money claims awarded by the Adjustment Board or by an arbitrator, and such interest shall commence as of the date the complaint is first submitted to the Adjustment Board.

## 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**

(a) In promotions, senior employees shall be given consideration where merit and ability are approximately equal, but no trial period shall be required. Where an employee who has been promoted is unable to perform the duties of the higher classification, he shall have the right to be demoted to his former or equivalent position without loss of seniority, and his right to such employment shall not be jeopardized by reason of such demotion.

(b) Seniority shall be by classification. Head Clerk, Clerk, Student Clerk.

(c) Seniority shall be based upon continuous service with the Employer but no Employee shall suffer loss of seniority by reason of approved leave.

(d) In the reduction of the number of Employees due to lack of work, the last Employee hired in the classification shall be the first to be laid off; and, in rehiring, the last Employee laid off in the classification shall be the first rehired until the list of Employees previously laid off has been exhausted. Employees who are laid off due to lack of work shall have seniority rights in rehiring for extra and or steady jobs subsequently available with the Employer prior to the hiring of new Employees. Such Employees shall be notified by telegram or certified mail, a copy of which shall be sent to the Union.

(e) The selection of vacations and shifts shall be on a store basis except:

(1) The vacation of an Employee shall not be changed if it was scheduled prior to his transfer from one store to another.

(2) If an Employee does not have a scheduled vacation at the time of such transfer, the scheduling of his vacation shall be based solely upon his seniority status in the store to which he is transferred.

(f) With respect to layoffs, rehires and promotions, seniority shall be upon the length of service with the Employer in the area covered by this Agreement; provided, where an Employee is transferred by the Employer to such area from another area, the transferred Employee shall retain all seniority rights with the Employer but shall not be entitled to exercise such rights with respect to layoff, rehire or promotion until the expiration of six (6) months after the date of transfer, at which time his seniority shall be based upon the first day of employment by the Employer, regardless of area. However, during such period of six (6) months the transferred Employee shall accrue seniority rights

in the new area from the date of transfer and shall retain all seniority rights with respect to layoff, rehire and promotion in the area from which he was transferred.

(g) When an employee is recalled after a lay-off, he shall have three (3) days to report after receipt of notice of such recall.

(h) Employees assigned to regular relief work may, after six (6) months on such work, request the Employer in writing to be assigned to work in one store. The rescheduling of such relief work shall be done within thirty (30) days and be based upon inverse seniority. This provision shall not apply to temporary relief work required as a result of illness, injury, vacation or other like temporary relief work.

(i) 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 so advised and given a reasonable opportunity to improve his work.

(j) Upon request by the Union, the Employer agrees to provide a seniority list of his Employees during 1967.

(k) The Union will cooperate with the Employer in the scheduling of Employees for temporary part time or relief work outside the geographical jurisdiction of this Agreement. However, no Employee shall be discriminated against for refusal to accept such assignment.

#### **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 in effect as of January 1, 1967 under the aforesaid Declaration of Trust, and as supplemented as hereinafter provided in subsection (c) hereof shall become a part of this Agreement, and each Employer party

hereto shall be obligated to maintain said benefits for all eligible employees, their dependents and pensioners.

(c) It is agreed between the parties hereto that effective April 1, 1967 the Welfare Plan referred to in (b) hereof shall be supplemented in the following respects:

(1) Benefits of the base plan shall be changed by adding vision care, orthodontic benefits, and expanded physical examination, and an improved surgical schedule, the details of which benefits shall be worked out by a joint committee of the parties.

(2) Retirees and their spouses will receive all benefits of the plan except life insurance and maternity benefits.

(3) The plan shall be integrated with Medicare and the Fund shall make the contributions for Plan B.

(4) The plan shall be amended to provide for coordination of benefits with other plans except private plans purchased by the employee or his dependents. Coordination of benefits shall mean that the employee or dependent shall receive all benefits of all such other plans up to, but not more than, 100% of the claim.

#### **Section 19—SUBCONTRACTING AND SUB-LEASING**

It is agreed that the Employer and the Union have a common interest in protecting work opportunities for all employees covered by this Agreement. Therefore, no work covered by this Agreement, as defined in Section 1 (b) hereof, shall be performed under any sublease or subcontract unless the terms of said lease or contract specifically provide: (1) that all such work shall be performed only by members of the appropriate unit as defined in Section 1 (a) hereof; and (2) that the Employer, party hereto, shall at all times hold and exercise full control of the terms and conditions of employment of all such employees pursuant to the terms of this Agreement.

#### **Section 20—STUDENT CLERKS**

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

(a) A Student Clerk is hereby defined as a person who is enrolled in high school or college, and as such is a regular member of the Union or has applied for membership into the Union in compliance with the provisions of this Agreement.

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.

(b) Student Clerks may be employed on a ratio of one for every two check stands in a store; provided that in stores with two or less check stands one Student Clerk may be employed if a regular Journeyman Clerk is employed on a full-time basis. The employment of a Student Clerk shall not cause the replacement of a regular full-time or part-time clerk, or apprentices, nor shall it cause a reduction in the number of hours of work of regular clerks or apprentices. Additional Student Clerks will be allowed in markets with large parking lots according to the following ratio:

45 or more stalls, 1 Student Clerk

75 or more stalls, 2 Student Clerks

125 or more stalls, 3 Student Clerks

The additional Student Clerks allowed under this parking lot ratio shall be assigned primarily to duties connected with the parking lot.

(c) A Student Clerk may not be em-

ployed for more than twenty-four (24) hours per week. No Student Clerk may work on Sundays, holidays or when the store is closed to the public. A Student Clerk working in violation of this provision on Sundays or holidays shall be paid for eight hours at two and one-half (2½) times the Clerk's Sunday rate for any such Sunday work, and for eight hours at three and one-half (3½) times the Clerk's holiday rate for such holiday work.

(d) It is understood that Student Clerks may work up to fifteen minutes beyond the closing time of the store, provided they are paid for such time.

#### Section 21—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 nine (9) 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, 1967 Sick Leave shall accrue at the rate of nine (9) half days each six (6) months, not to exceed a maximum of ninety (90) 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 when 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 full-time clerks and part-time clerks at the rate of one-half (½) 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 part-time employees, including Student Clerks, on the basis set forth above on a pro rata of total hours worked during the year preceding the anniversary date at a ratio of 2080 hours, but can accumulate only for a maximum of five (5) years.

(g) **Non 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 required 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.

(j) **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 Union-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 22—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 23—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 24—DEMONSTRATORS

All work connected with or incidental to the demonstration of merchandise offered for sale in the Employer's retail store (except merchandise referred to in Section 1 (b) hereof as being excluded from this Agreement) shall be covered by this Agreement, and all such work shall be performed only by members of the appropriate unit as defined in Section 1 (a) hereof. No demonstrator may perform such work in the Employer's retail store unless said demonstrator is on the payroll of the Employer, party hereto, and unless the Employer at all times holds and exercises full control of the terms and conditions of employment of any such demonstrator while such work is being performed in the Employer's retail store. Demonstrators shall

be covered by all of the terms of this Agreement.

#### Section 25—PENSIONS

(a) On or before the 20th day of each month the Employer agrees to make to the Trustees of the Northern California Retail Clerks Unions and Food Employers Joint Pension Fund such contributions as are determined by the Trustees to be necessary to maintain in effect the Joint Pension Plan of April 1, 1957, as amended. Such contributions shall be based upon all straight-time hours worked in the preceding month by all employees covered by this Agreement and shall include all hours (such as vacations and holidays) which are compensated under the terms of this Agreement. The number of hours in a calendar week for 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 per cent (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 that the Pension Plan in effect as of January 1, 1967 shall be amended in the following respects, effective July 1, 1967:

(1) The pension benefits shall be increased to \$250.00 monthly by institution of Plan V with graded vesting, as set forth in the study prepared by Western Benefit Plan Consultants, Inc., dated October, 1966, estimated in such study at an hourly cost of 12.47¢.

(2) Any employee who retires after January 1, 1967 and prior to July 1, 1967, shall commence receiving the increased benefits provided for herein on and after July 1, 1967.

**Section 26—LEAVES OF ABSENCE**

Leaves of absence shall be granted as follows:

(a) Sickness and non-industrial injuries: Up to six (6) months after one year's employment.

(b) Industrial injuries: Up to one year, subject to review by the parties after one year, for any employee incurring an industrial injury after his first 30 days of employment.

(c) Personal leaves: Leaves up to thirty (30) days after one (1) year of employment for compelling personal reasons to be agreed upon by the parties, such leaves to be granted in writing.

(d) Pregnancy: After one year of employment provided that the Employer

shall have the right to notify the employee as to when she should take her pregnancy leave, and the employee shall have sixty (60) days following release by her physician in which to return to work. The employee must give the Employer two weeks advance notice of her desire to return to work.

(e) Funeral leave: When a regular full-time employee on the active payroll is absent from work for the purpose of arranging for or attending the funeral of a member of his immediate family as defined below, the Employer shall pay him for eight (8) hours at his regular rate of pay for each day of such absence up to a maximum of three (3) days, provided:

(1) The Employee notified the Employer of the purpose of his absence on the first day of such absence;

(2) The day of absence is one of the three days commencing with the day of such death or the day immediately following the day of such death;

(3) The absence occurs on the day during which the employee would have worked but for the absence;

(4) The day of absence is not later than the day of such funeral except where substantial travel time is required;

(5) The Employee, when requested, furnishes proof satisfactory to the Employer of the death, his relationship to the deceased, the date of the funeral, and the Employee's actual attendance at such funeral.

For the purpose of this subsection, a member of the immediate family means the Employee's spouse, child, mother, father, sister, brother, mother-in-law and father-in-law.

**Section 27—TRANSFER OR REMOVAL OF WORK**

(a) No work now being performed by employees in the unit covered by the collective bargaining agreement shall be transferred or removed from the unit without consultation and negotiation with the Union and unless the transfer or removal of such work is required for the purpose of promoting improved operating techniques, technological changes, automation, or other factors connected with more efficient operations, as distinguished from reasons connected with securing the performance of such work at lower rates of pay or under less favorable employment conditions.

(b) Where as a result of such consultation and negotiations it is determined that the transfer or removal of any work is justified upon the considerations set forth in Subsection (a) hereof, the parties shall seek to determine the extent of the work transferred or removed and the number of jobs or hours of work to be lost by the Union members affected. Based upon such findings the following remedies shall be applied:

(1) Any employee losing hours of employment by reason of such transfer or removal of work shall either be compensated at his regular rate of pay for such hours, or he shall be given other comparable employment by the Employer in the San Francisco area at compensation equal to that received by him prior to the work transfer. If the comparable employment is within the bargaining unit then he shall retain his seniority and other benefits under the contract.

(2) The Employer shall attempt to provide any employee losing his job as a result of any such transfer or removal of work with other comparable employment in the San Francisco area without loss of pay, status, seniority, or other benefits. Any employee not receiving such other employment shall receive one (1) week's severance pay for each year of service with the Employer, provided that if an employee receives such comparable employment outside the bargaining unit and does not remain in such employment for at least thirty (30) days he shall receive the full severance pay provided for herein.

(c) Any employees who lose work or employment as a result of the failure of the Employer to observe the requirement provided for herein for consultation and negotiation concerning transfer or removals shall be entitled to full pay at their regular rate of pay for all such loss of work or employment.

**Section 28—DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from January 1, 1967 to and including the 31st day of December, 1967. Unless either party has served the other party with 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.

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

EMPLOYER:  
By .....

UNION:  
RETAIL CLERKS UNION LOCAL 648  
R.C.I.A, AFL-CIO  
C. H. JINKERSON, Secy.-Treas.

Mailing Address .....

By .....

Store Telephone .....

Union Store Card No. ....



III X-

U.S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS  
WASHINGTON, D.C. 20212

JUN 27 1967

6756

February 15, 1967

RECEIVED  
FEB 21 1967  
LOCAL 648

Mr. C. H. Jinkerson, Secretary-Treasurer  
Retail Clerks International Association  
1980 Mission Street  
San Francisco, California 94103

Gentlemen:

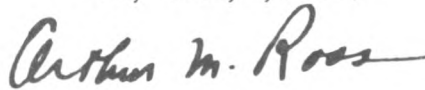
We have in our file of collective bargaining agreements a copy of your agreement(s) **between the West Bay Association of Food Industries, Incorporated and Food Industry Operations, San Francisco, California and the Retail Clerks International Association local #648. The agreement we have on file expired in December 1966.**

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,



Arthur M. Ross  
Commissioner

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 2,800
2. Number and location of establishments covered by agreement 630  
San Francisco County, Northern portion of San Mateo County covering Daly City, Colma and on the coast south to Pedro Point.
3. Product, service, or type of business Grocery Stores
4. If previous agreement has been extended without change, indicate new expiration date \_\_\_\_\_

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

Secretary-Treasure  
(Position)  
San Francisco, Calif.  
(City and State)