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# Master Food and Liquor Agreement

Counties of Sacramento, Yolo, Placer, El Dorado, Amador,  
Calaveras, Tuolumne and Stanislaus

MAY 1, 1961 - APRIL 30, 1964

between

Retail Clerks Union, Local 588

2131 - 28th Street  
Sacramento, California

and

Sacramento Valley Employers' Council  
Food Industry Labor Service, Inc.

National and State Chain Stores and  
Independent Retail Operators

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\*Asterisk indicates Section title.

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# MASTER FOOD AND LIQUOR AGREEMENT

RETAIL CLERKS UNION, LOCAL NO. 588, A.F.L.-C.I.O.

Counties of Sacramento, Yolo, Placer, El Dorado, Amador, Calaveras, Tuolumne and Stanislaus

THIS AGREEMENT, mutually entered into this.....day of....., 19.....,

by and between.....;

party of the first part, herein referred to as the Employer, and the Retail Clerks' Union, Local No. 588, with jurisdiction over Sacramento, Yolo, Placer, El Dorado, Amador, Calaveras, Tuolumne and Stanislaus Counties, chartered by the Retail Clerks' International Association, A.F.L.-C.I.O., Party of the second part, herein referred to as the Union.

## 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 (Referred to in the Preamble above), except meat cutters, apprentices, 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 handling, cutting, selling, processing, wrapping, or displaying meat, poultry, sausage or fish, fresh, frozen, chilled or smoked, in said department; and such work as is performed under prevailing practices within the jurisdiction of Local 588 as outlined in sub-section (a) of this section at the point of delivery by a driver-salesman engaged in servicing the retail markets with merchandise directly from the delivery vehicle.

This provision shall be subject to the following additional conditions:

(1) It is agreed that single owners or bonifide partners with forty percent (40%) or more interest in the business shall be exempt from the provisions of this agreement and there shall be no restrictions on their work. Before recognizing any partnership as herein provided, the Union may demand proof of said partnership and such proof must be sufficient in the judgment of the Union and the Employer Association.

(2) The existing practices and policies of the Employer with respect to the non-supervisory work performed by the overall supervisory store manager in stores where the owner is not actively engaged on the premises shall continue in effect, and no more non-supervisory work as hereinabove defined shall be performed by such manager than has customarily been performed in the past under such practices or policies.

(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; provided that, if the Employer desires to exclude only the overall supervisory manager of each store, a notification to the Union of this fact shall satisfy the requirements of this sub-section.

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

## Section 2.

### UNION STORE CARD

In consideration of the performance of the covenants herein contained, the Union agrees to lend Union Store Cards to Employers entitled hereto under the rules governing Union Store Cards set forth in the Constitution of the Retail Clerks International Association. Employers who are entitled to store cards agree to accept and display them in a public space in their stores. It is understood that such Union Store Cards are issued by and remain the property of the Retail Clerks International Association, and the Employer agrees to surrender said Union Store Cards at Union request upon his failure to observe the terms of this agreement or the conditions under which said Store Cards are issued.

## Section 3.

### UNION MEMBERSHIP AND EMPLOYMENT

(a) The Employer shall require all employees covered by this agreement to, within thirty-one (31) days from effective date hereof, or within thirty-one (31) days from date of their employment, whichever is later, become members of the Union and retain such membership during the period of this contract as a condition of continued employment subject to the provisions of Section 8 (a) 3 of the Labor Management Relations Act. For the purpose of this section, the execution date of this agreement shall be considered as its effective date.

(b) The Union agrees to keep an up-to-date list of unemployed clerks with an accurate record of their experience, and the Employer agrees to notify the Union of vacancies in positions covered by this agreement in order that the unemployed clerks on the aforementioned list may be provided with a full opportunity to fill such vacancy. In filling such vacancies, Employers shall give preference to applicants from such list with previous employment experience in the industry in the area covered by this agreement.

(c) 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 provi-

sions, or any other aspect or obligation of Union membership. The Employer shall retain the right to reject any job applicant referred by the Union, provided that such rejection is not in violation of this agreement. The parties agree to post in places where notices to employees and applicants for employment are customarily posted, the provision 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 22 of this agreement.

(d) With respect to people hired other than from the Union's list, the Employer agrees to request such newly hired employees to report to the Union prior to commencing work. The Union agrees that it will accept all employees of the Employer into membership in the Union on the same terms and conditions generally applicable to other members.

(e) The Employer shall be responsible for requiring all his employees covered hereby to work under, and live up to, all the provisions of this agreement relating to their employment, and shall pay new employees the wages provided for in this agreement during the period when they are not members of the Union.

(f) The Employer agrees to employ no person who is under the age of sixteen (16) years, except in emergency or unusual cases and then only when permission is granted by the Union.

(g) The Union agrees to give the Employer seven (7) days advance notice of the termination of the membership of any employee for his failure to tender the periodic dues uniformly required as a condition of maintaining membership.

If an employee fails to tender the initiation fee or the periodic dues required as a condition of acquiring or retaining membership, the Employer hereby agrees to discharge such employee within seven (7) days after receiving notice from the Union.

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

#### Section 4.

### DISCHARGE AND DISCRIMINATION AGAINST EMPLOYEES

(a) The Employer shall have the right to discharge any employee for good cause. Good cause shall mean insubordination, dishonesty, improper conduct or incompetency.

The Employer shall not discharge or discriminate against any employee for upholding trade union principles, for serving on a Committee of the Union or any organization affiliated therewith, or for failing or refusing to purchase stocks, bonds, securities, and/or interest in/or of any partnership, corporation and/or company, or for failing or refusing to contribute to any charitable campaign. In case of failure to contribute, the employee shall not be required to sign any form or statement.

(b) The Employer agrees that all employees of three months' service or more shall be given at least three (3) days' prior notice of layoff or discharge, or the equivalent pay, except in cases where the discharge is for insubordination, dishonesty, or improper conduct.

(c) 1. No member of the Union who has been employed ninety (90) days or longer, shall quit his position without giving his Employer three (3) days previous notice, except when such quitting of employment has been for cause.

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

(d) Upon severance of employment of any employee, the Employer shall notify the Union of such action within forty-eight (48) hours thereafter. If such severance is due to discharge for cause, the Employer agrees to submit the reasons therefor to the Union upon request.

(e) Grievances relating to discharge or other discipline submitted by the Union shall be subject to review by the Board of Adjustment hereinafter provided for. In case a member is discharged without sufficient cause, such member shall be reinstated and the Board of Adjustment may order payment for loss of such time of any member so discharged. Any grievance relating to this section shall be reported to the Union within forty-eight (48) hours, and shall be taken up with the Employer by the Union within thirty (30) days; otherwise, the right of appeal shall be forfeited.

(f) The Employer shall be the sole judge of competency of any of his employees subject to section 4(a) and 4(e) of this agreement.

(g) Transfer of employees to other cities outside of the Counties in which they are employed, shall not be compulsory, nor shall any employee be penalized for failure to accept such transfer.

(h) Where in discharge cases final checks are not drawn on the premises, the Employer shall have seventy-two (72) hours in which to deliver or mail the discharged employee's final pay check.

#### Section 5.

### WORKING HOURS, OVERTIME AND PREMIUM PAY

(a) *Basic Work Day*: Eight (8) hours, worked within nine (9) consecutive hours, shall constitute a basic day's work. There shall be one (1) uninterrupted hour off for meals. The meal period shall at no time exceed one (1) hour and must be given not earlier than three (3) hours nor later than five (5) hours from the starting time of the employee's shift. No employee shall be required or permitted to work a split shift.

(b) *Basic Work Week*:

1. 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 basic week's work. In stores operating seven (7) days per week, employees shall receive two (2) successive days off within each calendar week. In stores operating not more than six (6) days per week, all employees shall receive two (2) days off within each calendar week and the Employer agrees to make every effort to give the employees

successive days off but reserves the right to designate one other day off for each employee in addition to the day when the store is closed.

2. The industry recognizes the five-day, forty-hour week provision and except for layoffs and individual cut-backs due to lack of work, acts of God or circumstances beyond the control of the Employer, full-time employees as of May 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.

3. 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.

(c) *Holiday Work Week*: Thirty-two (32) hours, consisting of four (4) eight (8) hour days, exclusive of the holiday, shall constitute a week's work in any week in which the holiday falls. At least two (2) of the employee's days off shall be successive in stores operating six (6) or more days in a holiday week.

(d) *Regular Overtime Rate*: For all employees, all time worked in excess of the basic work day may be worked only when permission is granted through the office of the Union (emergency excepted) and all such time including emergency work shall be paid for at the rate of time and one-half the employee's regular straight time rate of pay.

(e) For all employees, all time worked on the sixth (6th) day worked in a regular calendar week, or on the fifth (5th) day worked in a holiday week exclusive of the holiday, shall be paid for at the rate of time and one-half the employee's regular straight time rate of pay. It is further agreed that during the life of this agreement there shall be no restriction on employees working on the days referred to in this sub-section.

(f) *Sunday Premium Rate*: Employees working on Sunday shall be paid at one and one-half (1½) the employee's regular rate of pay.

(g) *Holiday Premium Rate*: All employees working on Holidays as designated in this agreement, must be paid at double their regular straight time rate of pay in addition to their regular holiday pay.

(h) *Emergency Premium Rate*: In emergency cases when employees are required to work on the seventh (7th) day worked in a regular calendar week, or on the sixth (6th) day worked in a holiday week, exclusive of the holiday, they shall be paid at the rate of double their regular straight time rate of pay. It is agreed, however, that work on such days may be performed only in cases of extreme emergency and only when permission is granted through the office of the Union. It is further agreed that no employee shall be required or permitted to work in excess of eight (8) hours on any overtime or premium day.

(i) *Night Premium Rate*: All employees except Courtesy Clerks working between the hours of 7:00 P.M. and 8:00 A.M. shall be paid Fifty Cents (50c) per hour in addition to their regular rate of pay for the day. The night premium rate for Courtesy Clerks working between the hours of 7:00 P.M. and 8:00 A.M. shall be Twenty-Five Cents (25c) per hour in addition to their regular rate of pay for the day. The night premium rates

referred to herein shall be paid up to a maximum of Two Dollars (\$2.00) per shift. It is further agreed that for any work performed in excess of fifteen (15) minutes but less than one-half (½) hour a premium for one-half (½) hour shall be paid and for any work performed in excess of one-half (½) hour but less than one (1) hour a premium for a full hour shall be paid.

(j) *Short Hour Premium Rate*: All employees who are hired or scheduled to work less than forty (40) hours in a calendar week shall be paid ten (10) cents per hour in addition to the regular rate provided for their classification.

(k) *Holiday Eves*: The Employer agrees that no employee or other person except those exempt from the provisions of this agreement under section 1(b)1 shall be required or permitted to work after 7:00 P.M. on the night preceding Christmas Day or New Year's Day, except as provided in sub-section (n)2 of this section.

(l) *Shift Interval*: At least ten hours shall elapse between the termination of the shift of an employee and the commencement of his next shift.

(m) *Daily Guarantee*:

1. All employees who work thirty-two (32) or more hours in a calendar week, when ordered to and do report for work and remain available for work shall receive a full day's pay based on the established rate of pay for that day.

2. All employees who work less than thirty-two (32) hours in a calendar week, when ordered to and do report for work and remain available for work, shall receive at least four (4) hours pay based on the established rate of pay for that day. Where school law conflicts with the four (4) hour daily guarantee on a school day, such employee shall be scheduled for not less than three (3) hours on such days. It is further agreed that students shall not replace non-student employees. All part-time employees shall be covered by all other provisions of this agreement.

(n) *Work Schedules*:

1. The Employer agrees to keep posted in each store a weekly schedule of the working hours for all employees. Such schedule shall show the full or last name of each employee, the classification, starting time, meal time, quitting time and days off. It is further agreed that any change in this schedule must be made and the employee so notified not later than early Friday morning of the week preceding the week in which the change is to become effective (emergency excepted). Such schedule shall be posted on the Bulletin Board or at a place where all employees and representatives of the Union may observe same.

2. Time worked by employees on the last shift during the period the store is open for business, for the purpose of serving customers in the store at the closing hour or performing other miscellaneous duties necessary in connection with the closing of the store, shall be properly scheduled in their straight time shift.

(o) *Two Employers*: The Employer agrees that no employee working on five (5) days in a calendar week, shall be permitted to work for another Employer in the same industry, on his days off or in the case of part-time employees, in excess of a combined total for both Em-

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employers of eight (8) hours in any one day, unless paid at the overtime rate provided in the agreement. It is understood, however, that the overtime rate shall not be in effect until after the Union notifies the Employer that the employee in question is an employee of another Employer in the industry.

(p) Any employee who is required by the Employer to perform his or her duties in more than one store in any one day, shall be paid transportation expense on the basis of eight cents (8c) per mile; and all time consumed by said employee in going from one store to the other shall be considered as, and paid for as part of the day's work; and the lunch hour shall not be interfered with.

(q) *Jury Duty or Court Appearances:* Employees required to perform jury duty or to appear in Court or the Police Department on behalf of their Employer, shall receive their regular straight time pay during such jury duty or such appearances, less jury pay or witness fees received. Notwithstanding the provisions of section 5(n), the Employer may reschedule an employee performing jury duty or making such appearances as referred to above, during store operating hours, so as to avoid or minimize payment of wages for such periods of jury duty or appearances. If an employee appears in Court or the Police Department on behalf of the Employer on his days off, he shall receive his basic straight time rate of pay for the time spent in making such appearance; but such time shall not be considered as part of the work week under the terms of this agreement.

(r) *Injury on the 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.

(s) *Relief Periods:* No employee shall be denied the right to necessary or required relief. The Employer will comply with all state laws and regulations thereunder pertaining to relief or rest periods.

## Section 6.

### CLASSIFICATION OF EMPLOYEES

Classification of employees shall be as follows:

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Beginner Clerks, Regular Clerks, Head Clerks, Managing Clerks, and Courtesy Clerks, as defined below:

(a) *Beginner Clerk:* A Beginner Clerk is one who has had less than twelve (12) months' (2080 hours) experience in the industry. Each store shall be entitled to one Beginner Clerk but not more than one for every three Regular Clerks, provided that this ratio shall be inoperative if satisfactory experienced clerks are not available.

(b) *Regular Clerk:* A Regular Clerk is one who has had twelve (12) months' (2080 hours) or more experience in the industry.

(c) *Experience in Industry:* Experience in the food industry within the preceding five (5) years shall be given full credit. Experience in the food industry gained earlier than the preceding five (5) years but within the preceding ten (10) years shall be given 50% credit up to and including 1040 hours for purposes of classifications and wage rates. Experience in the food industry gained prior to the preceding ten (10) years is not required to be credited.

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(d) *Head Clerk:* A Head Clerk is a non-supervisory employee who in addition to his duties as a Regular Clerk, performs one or more of the following duties:

1. Conducts the operation of the store in the temporary absence of the Supervisory Store Manager, Managing Clerk or owner, or is responsible for the opening or closing of a store.
2. Is in charge of the produce department, section or area.
3. Has the authority and responsibility of buying or selecting merchandise for a department, section or area, or directs other employees in the performance of their duties in such department, section or area.

It is understood that the Employer may so arrange the employee's duties and work shifts in order that the number of Head Clerks may be minimized, and further that the mere occasional or incidental performance of any of the Head Clerk's duties shall not be construed as a basis for classifying any employee as Head Clerk. It is agreed, however, that in the absence of the Supervisory Store Manager, Managing Clerk or the owner, there shall be at least one (1) Head Clerk on the job at all times.

When a clerk, who is not normally classified and paid as a Head Clerk on a weekly basis, performs the duties of a Head Clerk on a day in which either the regular Head Clerk, Supervisory Manager, Managing Clerk or owner is absent, he shall receive the Head Clerk's rate of pay for the day.

(e) *Managing Clerk:* A Managing Clerk is a non-supervisory employee who has charge of and general supervision over not more than one store, or attends to and is responsible for the proper collection of the cash and receipts, or the ordering of merchandise at the said store. Every store shall have a Managing Clerk at all times unless the Employer or a supervisor within the meaning of the National Labor Relations Act, as amended, is actively engaged on the premises performing the work of a Managing Clerk. In the event the Employer or Supervisor is absent from the store for more than one day in a week, a clerk shall receive the wage scale of a Managing Clerk for said work.

(f) *Courtesy Clerk:* 1. A Courtesy Clerk is one whose duties consist of the tidy up work around the checkstands and in the area between the checkstands and the customers' entrances to the markets. Courtesy Clerks may keep the checkstands stocked with supplies, such supplies not to include merchandise offered for sale. Courtesy Clerks may handle merchandise after it becomes the property of the customer. Courtesy Clerks may collect and line up push carts or baskets from the parking lot and return them to the market, and may keep that area orderly and free from refuse. Courtesy Clerks may carry empty bottles to a collection point located in the front part of the store and refuse to a point of disposal located outside the store.

2. The Employer agrees that employees working under this classification will not be required nor permitted to perform any duties other than those set forth above.

3. In the event of a violation, the Union shall submit to the Employer involved a warning in writing and in the event of a second violation in the same store, the Union shall have the right to restrict the use of Courtesy Clerks in said store.

4. Courtesy Clerks shall wear the identification badge supplied by the Union upon their person at all times. Failure to wear this identification may be considered a violation of this section.

PART TIME

5. Courtesy Clerks shall be guaranteed at least six (6) hours work on Saturdays and two (2) hours work on any other day, or pay in lieu thereof.

6. Employees under this classification shall not be eligible for the four (4) hour guarantee and part-time short hour premium as provided under section 5(m), 2 and 5(j).

7. Employment of Courtesy Clerks shall be limited to a ratio of not more than one (1) Courtesy Clerk to each three (3) full time clerks covered by this agreement employed in each store.

(g) Demonstrators:

1. A Demonstrator who is on the payroll of the Employer, party to this agreement, and performing work as

a Demonstrator in the store or on the Employer's premises shall be paid the rate of pay applicable to the Regular Clerk's classification and shall be covered by all other provisions of this agreement.

2. A Demonstrator who is on the payroll of manufacturers or wholesale suppliers and not directly employed by the Employer, party to this agreement, shall nevertheless be deemed to be a part of the collective bargaining unit and may perform work as a Demonstrator in the store or on the Employer's premises, subject to payment of the Regular Clerk's rate of pay, and under other conditions especially applicable to Demonstrators by mutual agreement between the parties.

$\frac{40}{1}$   $\frac{42}{1}$

Section 7.

SCHEDULE OF WAGES

$\frac{69}{2}$   $\frac{71}{2}$

(a) The following scale of minimum wages shall be maintained by the parties hereto during the period of this agreement; and, the Employer shall pay wages weekly on designated pay days in compliance therewith:

$\frac{43}{4}$

CLASSIFICATIONS	EFFECTIVE APRIL 30, 1961			*EFFECTIVE APRIL 29, 1962			*EFFECTIVE APRIL 28, 1963		
	Basic Weekly Rates	HOURLY RATES		Basic Weekly Rates	HOURLY RATES		Basic Weekly Rates	HOURLY RATES	
		Straight Time	Reg. O. T. and Sun.		Straight Time	Reg. O. T. and Sun.		Straight Time	Reg. O. T. and Sun.
BEGINNER CLERK									
1st 6 Months (less than 1040 hrs.)	\$ 94.60	\$2.365	\$3.548	\$ 98.60	\$2.465	\$3.698	\$101.60	\$2.54	\$3.81
2nd 6 Months (1040 to 2080 hrs.)	103.10	2.578	3.867	107.10	2.678	4.017	110.10	2.753	4.13
REGULAR CLERK (2080 hrs. or more)	110.60	2.765	4.148	114.60	2.865	4.298	117.60	2.94	4.41
HEAD CLERK (as defined)	118.10	2.953	4.429	122.10	3.053	4.579	125.10	3.128	4.692
MANAGING CLERK (as defined)	138.10	3.453	5.179	142.10	3.553	5.329	145.10	3.628	5.442
COURTESY CLERK (as defined) (PART TIME)	62.00	1.55	2.325	64.00	1.60	2.40	66.00	1.65	2.475

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 $\frac{55}{1}$

$\frac{62}{3}$

$\frac{63}{3}$

(b) \*The straight-time hourly rate of all employees except Courtesy Clerks, shall be adjusted April 29, 1962 and April 28, 1963 for changes in the Cost of Living based upon the latest available B.L.S. Consumer Price Index (all items) for San Francisco, on January 1st preceding each such date as compared to the Index figure of 135.5. An upward adjustment of 1c for each 0.5 point change above the Index figure of 135.5 shall be made as shown in the schedule set forth below.

(c) Scheduled Cost of Living Changes:

Consumer Price Index for San Francisco	Adjustment Cents Per Hour
135.5-135.9	0c
136.0-136.4	1c
136.5-136.9	2c
137.0-137.4	3c
137.5-137.9	4c
138.0-138.4	5c
138.5-138.9	6c
139.0-139.4	7c
139.5-139.9	8c
140.0-140.4	9c
140.5-140.9	10c

et cetera.

$\frac{65}{2}$

Section 8.

VACATIONS

(a) 1. All employees after service with the same Employer of twelve (12) consecutive months shall receive two (2) weeks' vacation with pay.

2. All employees after service with the same Employer of five (5) consecutive years shall receive three (3) weeks' vacation with pay.

3. Effective January 1, 1962. All employees after service with the same Employer of fifteen (15) consecutive years shall receive four (4) weeks vacation with pay.

(b) 1. The vacation pay due an employee shall be computed by multiplying the employee's average weekly hours during his twelve (12) month qualifying period by his hourly rate at the time he takes his vacation or his current weekly pay whichever is greater. This provision shall not be operative after December 31, 1961.

2. Effective January 1, 1962. Vacation pay for employees who have averaged thirty-two (32) or more hours per week in the twenty-six (26) weeks immediately preceding the taking of the vacation, shall be computed by taking the employee's gross earnings (excluding bon-

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uses) for that period, divided by 26 to get one week's pay. The one week's pay shall then be multiplied by the number of weeks of vacation to which the employee is entitled.

3. Vacation pay for employees who have averaged less than thirty-two (32) hours per week in the twenty-six (26) weeks immediately preceding the taking of the vacation, shall be computed by taking the employee's gross earnings (excluding bonuses) for the fifty-two (52) weeks immediately preceding the taking of the vacation, divided by 52 to get one week's pay. The one week's pay shall then be multiplied by the number of weeks of vacation to which the employee is entitled.

(c) 1. If an employee's employment is terminated for any reason after he has been employed for six (6) months, he shall be entitled to his prorated earned vacation pay.

2. No employee shall be entitled to pro-ration based on three (3) weeks' of vacation until he has completed his fifth consecutive year with the same Employer.

(d) Time lost from employment due to leave of absence, sickness, or other emergency up to thirty (30) days shall be considered time worked for the purpose of determining the length of employment and the vacation anniversary date. An employee may be required to make up time lost in excess of thirty (30) days before being eligible for vacation.

(e) It is agreed that if a holiday named under section 11 of this agreement falls within the vacation period of an employee, an additional day off shall be added to the vacation period with full pay therefor or the employee shall be paid one additional day's pay in lieu thereof.

(f) All employees must be notified of the time of their scheduled vacations at least thirty (30) days in advance thereof subject to section 14 herein and shall receive their vacation pay in advance. The Employer agrees to post the available vacation dates by March 1st of each year so that employees will be better able to select their vacation periods.

(g) Vacations shall be granted between April 1st and November 1st, the exact time to be fixed by the Employer to suit the requirements of his business, subject to section 14 of this agreement. Vacations may not be scheduled for any other time except by mutual agreement between the Employee, Employer and the Union. Vacations shall not be accumulative from one year to another and must be taken in one continuous period, provided however, that with respect to employees entitled to three (3) or four (4) weeks' vacation, such vacations may be split to provide for two (2) successive weeks at one time and one (1) or two (2) weeks, as the case may be, at another time, when mutually agreed between the Employee, Employer and the Union.

(h) Vacation seniority (defined as the length of an employee's service which determines the number of weeks vacation to which he is entitled) shall not be affected by the sale or transfer of the store in which he works. Employers selling or transferring a store shall comply with the terms of this agreement by paying prorate vacation at the time of such sale or transfer. However, if the selling or transferring Employer fails to comply, then the Employer who takes over or purchases a store shall assume the prorata obligations and also the obligations of the full vacation pay of each employee in the store whom he retains.

(i) Vacations may not be waived by employees nor may extra pay be received for work during that period provided that in the event of extreme emergency or hardship cases this provision may be waived by prior mutual agreement between the Employer, employee and Union.

(j) In cases where an Employer may have a more favorable vacation policy, it is agreed that said policy shall continue.

### Section 9. 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 meeting in conflict therewith. Time spent in store meetings, or in meetings called by the Employer before 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. Employees shall not be required nor permitted to attend store meetings on their days off.

### Section 10. VISITS TO STORES

It is agreed by both parties hereto that the business representative or any other person designated by the Union for such purpose shall have the right and shall be allowed by the Employer to visit any store for the purpose of observing working conditions, making inquiries from employees concerning working conditions, complaints of members of the Union, and/or any violations of this agreement. The Union agrees there will be no unnecessary visits or any interference with the proper performance of the work of employees covered by this agreement.

### Section 11. HOLIDAYS

(a) It is agreed by the Employer that the following days shall be considered and recognized as legal holidays in this agreement. All employees shall be paid their regular straight time rate of pay which shall be considered as holiday pay for these days without any work being performed except when without reasonable excuse an employee fails to work if scheduled the work day before and after the holiday. Any employee who is required to work on any of these holidays shall be paid in accordance with the provisions of section 5(g) of this agreement: New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Armistice or Veteran's Day, Thanksgiving Day and Christmas Day. It is further agreed that when a holiday falls upon a Sunday it shall be observed upon the following Monday.

(b) All part-time employees shall be paid for the Holiday when not worked on the basis of one-fifth ( $\frac{1}{5}$ ) of the employee's average hours worked per week in the six (6) weeks immediately preceding the Holiday week, or the number of weeks worked if less than six (6), or if employment commences in the Holiday week before the Holiday occurs, one-fifth of the hours worked during the Holiday week, except that in computing pay for the New Year's Holiday, the same period of time used in com-

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puting pay for the Christmas Holiday shall be used. Where such part-time employees work on the Holiday, they shall be paid double time in addition to their regular rate of pay.

(c) No employee will be refused time off between the hours of 12 noon and 3:00 P.M. on Good Friday for the purpose of attending religious services. An employee taking such 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) *Easter Sunday*: No employee shall be required to work on Easter Sunday, provided that employees desiring not to be scheduled for work on Easter Sunday shall notify the Employer of such desire at least three (3) days in advance.

### Section 12.

#### STRIKES AND LOCKOUTS

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

(c) The failure of any member of the Union to pass through a picket line sanctioned by the A.F.L.-C.I.O. Central Labor Council of appropriate jurisdiction or the Valley Clerks Joint Council shall not constitute a violation of this agreement.

### Section 13.

#### BOND

Wherever the Employer requires the bonding of any employee or the carrying of any insurance for the indemnification of the Employer, the premium for the same shall be paid for by the Employer. Posting of cash bond by any employee shall not be required nor allowed.

### Section 14.

#### SENIORITY

In layoffs and rehiring the principle of seniority shall be recognized when ability and performance are substantially equal; provided that before an employee having seniority is laid off on the grounds that his ability or performance is not equal to junior employees, such senior employee shall be advised by the Employer and given a reasonable opportunity to improve his work. All employees shall be entitled to preference in vacation periods in the order of their seniority, provided the Employer shall have the right to limit the number of people on vacation at any one time from any one classification.

### Section 15.

#### LEASE AND CHANGE OF OWNERSHIP

The Employer recognizes that the terms of this agreement constitute an obligation on the business of the Employer, and the Employer agrees that he will not lease any department existing or newly acquired, covered by this agreement, to any person without requiring that such lessee assume said obligation by agreeing in writing to adopt and be bound by all the terms of this agreement.

### Section 16.

#### GROUP INSURANCE—HEALTH & WELFARE

(a) Effective June 1, 1961, the Employer agrees to contribute to the Valley Clerks Health and Welfare Fund ten and one-half cents (10½c) per hour on all straight time hours worked each month by all employees covered by this agreement. Such contributions shall be made on all hours compensated as straight time hours, such as vacations and holidays, but excluding paid sick leave hours after January 1, 1962.

(b) The contributions provided for in (a) hereof shall be for the purpose of providing such health and welfare benefits for eligible employees and other eligible persons as are determined from time to time by the Trustees of the Valley Clerks Health and Welfare Trust pursuant to the terms of that certain Trust Agreement and Declaration of Trust dated April 1, 1961. The Employer hereby acknowledges receipt of a copy of said Trust Agreement, and hereby agrees to be bound by all of the terms thereof and any amendments thereto.

(c) Effective April 1, 1962, the Employer agrees to contribute an additional five cents (5c) per hour on all straight time hours worked each month by all employees covered by this agreement to a fund to be administered by the Valley Clerks Health and Welfare Trustees under the aforesaid Trust Agreement. Said five cent per hour contribution shall be in addition to the contributions provided in (a) hereof, and shall be used by the Trustees for the purpose of providing a dental care program for all eligible employees and their dependents. Said contributions shall be made on all hours compensated as straight time hours including holidays and vacations, but excluding paid sick leave hours. The dental care provided for herein shall be available to said employees and their dependents no later than April 2, 1962.

(d) Employees who have retired or who may retire under the Northern California Retail Clerks Union and Food Employers Joint Pension Plan and their spouses, may receive such health and welfare benefits as the Trustees of the Valley Clerks Trust Fund may determine.

(e) The parties hereto recognize and agree that the Trust will suffer, in connection with attempts to collect delinquent contributions from Employers, costs and expenses which it is impracticable or extremely difficult to fix or determine. Consequently, the Employers, and each of them, hereby empower the Trustees to establish from time to time in the rules and regulations of the Trust a reasonable figure which the Trustees may assess against any delinquent Employer in order to compensate the Trust for such costs and expenses. Such figure may be a fixed amount, or it may be stated as a rate which accrues in

accordance with changes in a determinable variable, or it may be a combination of fixed amount and rate. The Employers hereby agree with each other, with the Unions, and with the Trustees to observe all such rules and regulations established by the Trustees, and to pay any fines, penalties, or assessments levied against them pursuant to such rules and regulations.

### Section 17. PENSIONS

(a) On or before the 20th day of each month the Employer agrees to continue to make to the Trustees of the Northern California Retail Clerks Unions and Food Employers Joint Pension Fund a contribution of seven and one-half cents ( $7\frac{1}{2}c$ ) per hour on all straight time hours worked in the preceding month by all his employees covered by this agreement. Such contributions shall also be made on all hours (such as vacations and holidays) which are compensated hours under the terms of this agreement. The number of hours in a calendar week in which contributions are required for an employee shall not exceed forty (40).

(b) The parties recognize and acknowledge that the regular and prompt payment of Employer contributions to the Fund is essential to the maintenance of the Pension Plan, and inasmuch as beneficiaries under the Plan are entitled to pension benefits for the period of time that they may have worked while covered by the Plan even though contributions have not been paid on their behalf by their Employer, that it would be extremely difficult, if not impractical, to fix the actual expense and damage to the Fund and to the Pension Plan which would result from the failure of an individual Employer to pay such monthly contribution in full within the time above provided: therefore, the amount of damage to the Fund and Pension Plan resulting from any such failure shall be presumed to be the sum of Twenty Dollars (\$20.00) per delinquency, or ten 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 Sub-section (a) hereof are for the sole purpose of providing to eligible employees the Pension Benefits set forth in the Northern California Retail Clerks Unions and Food Employers Joint Pension Plan dated April 1, 1957, and/or in any amendments thereto. The parties hereto agree to continue to accept and be bound by the terms of the Declaration of Trust under which said Trust Fund and Plan are established and maintained; and the parties further agree to accept and adopt any amendments to said Declaration and Plan which are arrived at pursuant to the terms thereof.

If the Trustees find, on the basis of the annual actuarial study, that the employer contributions are insufficient for the payment of the benefits and sound funding of the Plan, they shall determine the amount of the employer contribution necessary for such purposes. For hours worked during the month immediately following the month in which

such determination is made by the Trustees, and thereafter, for the remainder of this contract term, the Employer shall pay the increased contribution so determined.

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

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

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

(g) It is agreed between the parties hereto that the existing Pension Plan shall be amended and contributions increased one-half cent ( $\frac{1}{2}c$ ) per hour effective April 1, 1962 so that Pension Benefits payable to present Pensioners and future retirees shall be adjusted to meet changes in the B.L.S. Consumers Price Index, such changes to be measured from the November 1958 Index. It is further agreed that said Plan shall be amended to change the service eligibility requirement for Pensions from twenty-five (25) to twenty (20) years of age.

### Section 18 - (I) SICK LEAVE

The following sick leave provisions shall be in full force and effect to and including December 31, 1961.

(a) **ELIGIBILITY:** All employees covered by this agreement who have been continuously employed by their Employer for a period of at least one year shall be entitled to twelve (12) half-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 1958 anniversary date of this Agreement, unused sick leave from the previous year of employment shall accrue from year to year, not to exceed a maximum of sixty (60) half-days.

(c) **PAYMENT:** A Doctor's certificate stating that the employee cannot or should not work may be required by the Employer. Said sick leave is to commence after the second work day's absence due to sickness or injury, except that where the employee is hospitalized or where a Doctor has been in attendance, sick leave shall commence on the first work day's absence due to sickness or injury, and shall be paid for all full-time clerks, part-time clerks, and Courtesy Clerks at the rate of one-half ( $\frac{1}{2}$ ) day's pay until such sick benefit allowance is used up. Employees may elect full days payment from accumulated one-half ( $\frac{1}{2}$ ) days pay credits for the first week of illness.

(d) **INTEGRATION:** 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 aforesaid state disability daily benefits

which may be payable to an employee shall not exceed one hundred per cent (100%) of the employee's regular daily wage at straight time. If the one-half (1/2) day's sick leave allowable to an employee hereunder when so combined with any such state disability daily benefits received by the employee exceeds one hundred per cent (100%) of his regular daily wage at straight time, for any one day, then such sick leave pay for that day shall be reduced accordingly. Any portion of the one-half (1/2) day's sick leave pay allowance not received by the employee by reason of such reduction shall be retained in the employee's sick leave pay account as a part of his accumulated sick leave pay credits.

(e) **HALF-DAY DEFINED:** For the purpose of this paragraph, half-pay shall mean four 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) **PART-TIME PRO-RATA:** Sick leave shall be paid to part-time employees, including Courtesy Clerks, on the basis set forth above on a pro-rata of total hours worked during the year preceding the anniversary date as a ratio of 2080 hours, but can accumulate only for a maximum of five years.

(g) **NOT CONVERTIBLE:** Sick leave benefits are not convertible to cash.

#### Section 18 - (2)

#### SICK LEAVE

(a) Effective January 1, 1962, the Employer agrees to contribute to the Trustees of the Valley Clerks Trust Fund one and one-half cents (1 1/2c) per hour on all straight time hours worked each month by all employees covered by this Agreement to a fund to be administered by said Trustees for the purpose of providing a sick leave plan for eligible employees. Such contributions shall be made on all hours compensated as straight time hours such as holidays and vacations, but excluding paid sick leave hours.

(b) The Trustees shall establish and maintain said sick leave plan and shall specify the rules and regulations thereunder concerning eligibility and payment of sick leave benefits, and the Employer hereby agrees to accept and be bound by the terms of said plan and said rules and regulations as well as any amendments thereto by the Trustees. Upon the institution of said sick leave plan and the submission of its sick leave records to the Trustees, the Employer shall be relieved of any and all contingent liability for sick leave accruals under any existing sick leave arrangements which the Employer may have in effect. It is understood and agreed, however, that the aforesaid sick leave plan shall grant credit to the employees covered thereby for past service with the Employer.

(c) It is agreed that the covenants entered into by the terms of Sub-section (e) of Section 16 with respect to the prompt collection of health and welfare benefits shall be applicable with the same force and effect to the collection of the contributions to the Sick Leave fund herein provided for.

#### Section 19.

#### CONTRACT ENFORCEMENT

The Employer assumes a particular responsibility to enforce this agreement regarding book salesmen. The Employer shall give to one clerk on each shift written authorization to request any salesman performing work in violation of this agreement to cease such work. If the salesman does not comply with such request, then the authorized clerk shall report the matter to the Employer or the store manager, who shall then cause the salesman to cease such work.

#### Section 20.

#### LEAVES OF ABSENCE

Upon request the Employer agrees to grant to any employee, who has been in the continuous service of the Employer for one (1) year or more, a written leave of absence not to exceed thirty (30) days for certified illness or injury.

#### Section 21.

#### GENERAL PROVISIONS

(a) *Pay Period and Wage Statements:* All employees shall be paid on a weekly basis. The Employer shall designate a weekly pay day not to exceed five (5) days following the completion of the week's work and employees must be paid on that day. The Employer agrees to furnish each employee with a weekly wage statement showing the name of the employee, period covered, total amount of wages paid and all deductions made.

(b) *Uniforms:* The Employer shall furnish all caps, uniforms, gowns and/or aprons and pay for the laundering or cleaning of same, where the wearing of such uniforms is required by the Employer.

(c) *Floor Covering:* Wood or suitable floor coverings shall be provided on concrete floors, in back of check stands or in places where employees are required to stand for long periods of time.

(d) *No Reduction in Conditions:* It is agreed that nothing in this agreement shall be construed or operate to reduce straight time rates of pay or in any way to change any condition of employment which may be more favorable to employees than those specified herein. 32  
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(e) *Returned Checks and Merchandise Breakage:* No employee shall be held financially responsible for returned checks or merchandise breakage.

(f) *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.

(g) *Meals and Lodging:* When meals or lodging are furnished by the Employer, the said Employer and the Union will negotiate an amendment to this collective bargaining agreement in which an agreed evaluation shall be placed upon the said meals or lodging or both. It is agreed that in the event the parties fail to agree on such amendment, the provisions of section 12(a) shall not be binding during such period of disagreement, but all other provisions of this agreement shall remain in full force and effect.

(h) *Payroll Data*: In the event the Union has evidence which leads it to believe that the Employer has violated provisions of this agreement relating to rate of pay or the payment of health and welfare or pension contributions, the Employer agrees, upon written request from the Union, to supply the Union with payroll data regarding the claim. The Union reserves the right to require in such instances as it deems necessary that wages of employees be paid through the office of the Union.

(i) *First Aid Kit*: The Employer shall maintain in his store a fully equipped first aid kit.

**Section 22.**

**GRIEVANCES AND BOARD OF ADJUSTMENT**

Upon notification of either party hereto, a Board of Adjustment shall be created to be composed of two (2) representatives of each party of this agreement. Said Board shall organize at once and shall elect a chairman and secretary and shall adopt rules of procedure which shall bind both parties. Said Board shall have the power to adjust any differences that may arise between the parties hereto regarding the meaning or interpretation of this agreement. Wage claims not involving the meaning or interpretation of this agreement shall not be subject to the provisions of this section. Said Board shall meet for consideration of all matters that may be referred to it within forty-eight (48) hours subsequent to receipt by its Secretary of notice of same. The Board's decision shall be submitted to both parties in writing which shall be signed by a majority of the Board. If the Board cannot agree on any question referred to it within forty-eight (48) hours, they shall then choose a fifth (5th) member who shall have no connection with either party and the decision of the majority of the Board of five (5) shall be final and binding on both parties. Pending the decision of any question referred to the Board, work shall be continued in accordance with the provisions of this agreement. In the event the selection of the fifth (5th) member cannot be agreed upon or the parties are unable to secure the services of a fifth (5th) member within thirty (30) days from date of receipt by the Board of the controversy, the said member shall be selected in the following manner: The Federal Mediation Service shall be mutually requested by the parties to name three (3) persons, who in their opinion would be qualified to act as an impartial arbitrator. The parties will then be required to choose by lot, from these three (3) persons named, an impartial arbitrator. The pay of the arbitrator

shall be borne one-half by the Union and one-half by the Employer. Any further arbitration expenses shall also be borne equally by the parties when mutually agreed to.

The Arbitrator shall not have the right to alter, amend, delete from or add to any of the terms of this agreement.

**Section 23.**

**MILITARY SERVICE**

The Employer agrees to comply with the terms of the Universal Military Training and Service Act, with reference to all provisions providing for the re-employment of persons entering Military Service. These provisions shall be deemed a contractual obligation under the terms of this agreement.

**Section 24.**

**TERM OF AGREEMENT**

(a) Except as otherwise indicated herein, this agreement shall be effective May 1, 1961, and shall remain in full force and effect in all areas to and including April 30, 1964, and shall be considered as renewed from year to year thereafter unless either party hereto gives written notice to the other of its desire to have the same modified or terminated. Such notice shall be given at least ninety (90) days prior to the expiration date of this agreement for matters concerning group insurance and at least (60) days prior to such expiration date for any other matters during which period negotiations for a new agreement shall be conducted, with all conditions agreed to by the parties to become effective on the first day of the week nearest the expiration date of this agreement. If after opening as provided herein the parties fail to reach an agreement within the period so provided then the provisions of section 12 shall not be binding on either party.

(b) It is understood that if this agreement is opened for negotiations in 1964, in accordance with the provisions of Sub-section (a) above, and any group insurance, Health and Welfare, Dental or Sick Leave changes are agreed to at that time, such changes shall not become effective until June 1, 1964.

(c) It is understood and agreed between the parties that all prior agreements between them are hereby terminated and cancelled, and that this agreement supersedes and replaces all such prior agreements.

(d) This agreement shall be binding upon the heirs, executors and assigns of the parties hereto.

*IN WITNESS WHEREOF*, the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this.....day of.....

EMPLOYER:

RETAIL CLERKS UNION, LOCAL NO. 588

.....  
*Firm*

.....  
*Secretary-Treasurer*

.....  
*Address*

By.....

.....  
*City*

By.....

## IMPORTANT CONTRACT CHANGES AND EFFECTIVE DATES

### HEALTH AND WELFARE—Section 16

Effective June 1, 1961—Employer contributions are changed from a monthly contribution for employees working 80 hours or more per month, to an hourly contribution on all hours worked by all employees.

Effective April 1, 1962—Employers will make an hourly contribution to provide dental care for employees and their dependents. Contributions to be paid to the Valley Clerks Trust Fund. The Plan of Benefits to be established and administered by the Trustees of said Trust Fund.

### SICK LEAVE—Section 18 (2)

Effective January 1, 1962—Employers will contribute one and one-half ( $1\frac{1}{2}$ c) cents per hour on all hours worked by all employees to the Valley Clerks Trust Fund to provide sick leave benefits for eligible employees. The Plan of Benefits to be established and administered by the Trustees of said Fund. Except for the hourly contribution, Employers will have no further liability to provide sick leave benefits and the Valley Clerks Trust Fund will assume full liability for past sick leave credits accrued and for future benefits for eligible employees.

### PENSION—Section 17

Effective April 1, 1962—Employer contributions will be increased one-half ( $\frac{1}{2}$ c) cent per hour to provide Cost of Living increases in Pensions and to reduce the service eligibility requirement for Pensions from twenty-five (25) to twenty (20) years of age.



*When this Contract is signed, your store or stores will be operating under Union conditions covering employees and will be recognized and advertised as a UNION STORE.*



*To insure full recognition, make sure the Store Card, shown above, is displayed in a prominent place in the store. Refer to Section 2, Page 1.*

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**U. S. DEPARTMENT OF LABOR**  
**BUREAU OF LABOR STATISTICS**  
**WASHINGTON 25, D. C.**

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OCT 2 1961

September 13, 1961

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Mr. J. F. Alexander, Secretary-Treasurer  
Retail Clerks International Association  
Local # 588  
2131 28th Street  
Sacramento 18, California

Dear Mr. Alexander:

We have in our file of collective bargaining agreements a copy of your agreement with Master Food and Liquor. This agreement expired April 1961.

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

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

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

Very truly yours,

*Ewan Clague*

Ewan Clague  
Commissioner of Labor Statistics

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

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 2800
2. Number and location of establishments covered by agreement Approx. 300 - Counties of Sacramento, Yolo, Placer, El Dorado, Amador, Calaveras, Tuolumne and Stanislaus.
3. Product, service or type of business Retail Food & Liquor Stores
4. If previous agreement has been extended without change, indicate new expiration date

*J. F. Alexander*  
\_\_\_\_\_  
(Your name)  
2131 - 28th St.  
\_\_\_\_\_  
(Street)

*Secretary-Treasurer*  
\_\_\_\_\_  
(Position)  
Sacramento, Calif.  
\_\_\_\_\_  
(City and State)